

**FACT FINDING REPORT  
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
September 28, 2011**

In the Matter of:

Teamsters Local Union No. 284

10-MED-09-1357

and

Ross County Sheriff

**REPORT AND RECOMMENDATIONS OF FACT-FINDER  
TOBIE BRAVERMAN**

APPEARANCES

For the Employer:

David A. Rippenhoff, Attorney  
Jonathan J. Downes, Attorney  
George W. Lavender, Jr., Sheriff  
T.J. Hollis, Sheriff's Office  
Kelly Shelton, County Administrator  
Stephen A. Neal, County Auditor  
Jerry Uhrig, Deputy Auditor

For the Union:

Susan D. Jansen, Attorney  
R. Darren Kempton, Business Representative  
Polly Ackley, Negotiations Team Member  
Carl Lawhorn, Negotiations Team Member  
Keith D. VanHoose, Negotiations Team  
Member

## INTRODUCTION

The undersigned was duly appointed by SERB by letter dated May 11, 2011 to serve as Fact-Finder in the matter of Teamsters Local Union No. 284 (hereinafter referred to as "Union") and the Ross County Sheriff (hereinafter referred to as "Employer") pursuant to OAC 4117-9-5(D). The Union represents employees of the County Sheriff's in the classifications of Deputy Sheriff, Communications Officer, Jail Clerk, Corrections Officer and Corporal. These employees were formerly represented by the FOP, but that representative was decertified, and the bargaining unit members elected to be represented by the Union in late 2010. The Agreement between the Employer and FOP expired June 30, 2010, but bargaining for a new agreement was delayed due to the election of the new representative. This is the first Collective Bargaining Agreement between these parties. The parties reached a tentative agreement after engaging in two days of mediation with the assistance of a SERB mediator on July 7, 2011. Although the parties originally notified the Fact-Finder that a hearing would not be necessary as a result of that mediated tentative agreement, the agreement was subsequently rejected by the Union membership by a vote of 34 to 12. As a result, hearing was scheduled and held at Chillicothe, Ohio on September 12, 2011. The parties opted not to engage in further attempts at medication, and the matter proceeded to hearing. The parties agreed to extend the deadline for the Fact-Finder's Report until September 28, 2011. The Union was represented by David A. Rippenhoff, Attorney, and the Employer was represented by Susan D. Jansen, Attorney. Both parties submitted position statements prior to hearing and presented evidence in the form of documentary evidence and oral testimony at hearing. The parties agreed to waive service of the Fact-Finder's report via overnight delivery and agreed upon service via email.

## FACTUAL BACKGROUND

Ross County is located in south central Ohio. Its County seat is Chillicothe. The County is primarily rural, with Chillicothe being the only City and the only entity in the County which has its own police department. As a result, the Employer is responsible for dispatch and patrol for the entire remainder of the County which encompasses 688.5 square miles and has a population of approximately 78,000. The Employer also maintains the County jail, provides dispatch services, and maintains a civil division responsible for civil matters including civil process, background checks, concealed carry permitting and foreclosure deed processing. The bargaining unit described above currently includes forty-one Deputy Sheriffs, six Communication Officers, four Jail Clerks, and twenty Corrections Officers.

While the County is not in dire financial straits as are some counties in Ohio, there is no doubt that these are challenging economic times. The County's unemployment is at 10.49% and has remained stubbornly higher than the State as a whole. The largest employer is Adena Regional Health System, which has expanded in recent years. Other employer's however, have shrunk in size of work force. The Employer is funded through the County General Fund. The primary sources of revenue in that fund are real estate and sales taxes. Other income sources, including personal property taxes, investment earnings and the Ohio Local Government Fund have largely disappeared or been reduced. Another area of concern is that other entities which have housed prisoners at the Ross County Jail have moved their prisoners elsewhere. Additionally, the City of Chillicothe has determined to cite offenders under state rather than city penal codes, with the end result that the City is no longer responsible for the cost of incarcerating those prisoners. Sales tax receipts have increased by approximately 2% in 2011 and are predicted to increase by 3% in 2012. Real estate taxes increased in 2008-2009 due to an increase in millage, but have flattened off since that time. Both sales and real estate taxes are at the maximum rates available without a referendum. The overall financial picture for the County is that, while the County is not at this time operating on the

brink of a deficit, funds are tight and shrinking. Fiscal conservancy is clearly dictated.

The parties engaged in five negotiations sessions, and in an effort to reach an agreement, as noted above, held two days of mediated negotiations with a SERB appointed mediator. While the parties reached a tentative agreement on all outstanding issues at the conclusion of mediation, upon presentation of the tentative agreement to the bargaining unit, it was defeated by a substantial margin. Although the tentative agreement was rejected, the parties are in agreement that the vast majority of the tentative agreement is acceptable to both parties. In reality, there are only five Articles of the new agreement on which the parties remain in disagreement. The Articles on which the parties agree that the tentative agreement is not in issue are as follows:

Article 1 - Agreement

Article 1 - Sanctity of Agreement

Article 3 - Severability

Article 4 - Waiver In Case of Emergency

Article 5 - Management Rights

Article 6 - Union Recognition - Deputy Sheriff

Article 7 - Dues Deduction

Article 8 - Union Representation

Article 9 - Labor/Management Meetings

Article 10 - Non-Discrimination

Article 11 - No Strike/ No Lockout

Article 12 - Grievance Procedure

Article 13 - Investigation and Disciplinary Procedures

Article 14 - Personnel Files

Article 15 - Rules and Regulations

Article 16 - Bulletin Boards

Article 17 - Layoff and Recall

Article 18 - Seniority  
Article 19 - Vacancies  
Article 20 - Probationary Periods  
Article 21 - Performance Evaluations  
Article 22 - Shift Preference  
Article 23 - In-Service Training  
Article 24 - Hours of Work/Overtime  
Article 25 - Rotation of Overtime Opportunities  
Article 26 - Court Duty/Call In  
Article 27 - Trading Shifts  
Article 28 - Temporary Assignments  
Article 29 - Health and Safety  
Article 30 - Sick Leave (in part)  
Article 32 - Injury Leave  
Article 33 - Military Leave  
Article 34 - Jury Duty  
Article 35 - Leaves of Absence  
Article 36 - Vacation  
Article 37 - Holidays  
Article 38 - Uniforms (in part)  
Article 39 - Purchase of Weapon Upon Retirement  
Article 40 - Insurance (in part)  
Article 41 - Wages (in part)  
Article 42 - Residency Requirement  
Article 43 - Family And Medical Leave  
Article 44 - Substance Testing

Article 45 - Mid-Term Bargaining

Article 46 - Waiver of State Civil Service and Related Laws

Article 47 - Duration of Agreement

Letter of Understanding A (in part)

The unresolved issues are as follows:

Article 30 - Sick Leave

Article 38 - Uniforms

Article 40 - Insurance

Article 41 - Wages

Letter of Understanding A

Before addressing each of the unresolved issues individually, it is necessary to address the Employer's argument that the tentative agreement reached between the parties should be adopted in its entirety by the Fact-Finder. The Employer contends that the Fact-Finder should adopt the tentative agreement as the recommendation upon the basis that the bargaining committees agreed that the terms of the tentative agreement were acceptable and should be adopted as the agreement of the parties. The Employer cites the Fact-Finding Report of Fact-Finder Richard C. Colvin in Case #05-MED-11-1363 in support of its argument that the issues resolved through tentative agreement should not be reconsidered at fact-finding, and to do so is tantamount to bad faith bargaining.

The Fact-Finder cannot accept this contention. While both parties to collective bargaining, in order to bargain in good faith, must clearly imbue their respective committees with the authority to reach agreement on the issues, the parties and their committees clearly recognize that any agreement they reach is tentative and subject to ratification by both the legislative body and the bargaining unit membership. To say that rejection by either group is effectively bad faith bargaining imposes a burden on the committees to ensure an affirmative vote which is simply beyond their ability. It further effectively denies the membership of both the legislative body and the union of

their respective rights to vote on the tentative agreement. If their rejection of the tentative agreement equates to bad faith bargaining and must be accepted as the parties' agreement by the Fact-Finder, the tentative agreement is effectively elevated to a final agreement, and is tentative in name only. Clearly by reaching a tentative agreement, the committees are committing to an obligation to recommend the agreement to their respective voting entities, and failure to endorse the agreement to the voting membership would indeed smack of bad faith. However, there was no such evidence presented in this case. The only evidence presented at hearing concerning the circumstances of the voting was that the Union membership rejected the tentative agreement by a substantial majority. Having determined that the issues remain appropriate for fact-finding even though they were the subject of a rejected tentative agreement, the Fact-Finder must note that the Union bargaining committee's agreement to a resolution of those issues is an important fact which must be considered in analyzing the facts related to each issue.

The parties here further differ on the counties which they each contend should be utilized as comparable to the Employer for purposes of analysis under O.R.C. 4117.14. The Employer argues that contiguous jurisdictions should be considered as comparable since that is the area from which the Employer's work force is drawn. The Union contends that the contiguous counties, other than Pickaway, which both parties agree upon, have substantially smaller populations than Ross County, and are too demographically dissimilar to Ross County to actually be comparable. The Fact-Finder believes that to some degree both parties are correct in their analysis of what constitutes a useful comparative jurisdiction for purposes of fact-finding. As the Employer notes, it draws its work force from the surrounding geographic area, and therefore its wages and benefits must be reasonably comparable to those counties from which it would reasonably be recruiting employees. On the other hand, it is also true that it is to be expected that counties with substantially smaller populations would be providing lower wages and benefits to their employees. It is therefore reasonable to compare to similarly populated counties even though they may not be contiguous. Therefore, a blend of the two approaches as to comparable jurisdictions is appropriate to yield the

most useful information where, as here, almost all of the surrounding counties have smaller populations.

Based upon the considerations enumerated in Ohio Revised Code §4117.14 including past collectively bargained agreements between the parties, comparison of the issues submitted relative to other public employees doing comparable work, the interests and welfare of the public, the ability of the Employer to finance and administer the issues proposed, the effect of the adjustments on the normal standard of public service, the lawful authority of the Employer, and other factors traditionally considered in the determination of issues submitted, the Fact-Finder makes the following recommendations.

## ISSUES

### ARTICLE 30 - SICK LEAVE

Union Position: The Union proposes the deletion of language which was added to the Collective Bargaining Agreement with the FOP in 2004 which decreases the pay out of sick leave after certain usage levels are reached. This serves as a penalty on employees for utilizing an earned and accrued benefit. If the Employer believes that sick leave is being abused, that problem should be dealt with through the disciplinary process. Only one other county in the Union's proposed comparable counties has such a provision. The Union further proposes that the pay out for sick leave upon retirement be increased. This will serve as an incentive for employees not to use sick leave and is a more appropriate way to deal with the Employer's concerns regarding sick leave usage. The Union finally opposes the Employer's proposed requirement for a physician's statement for sick leave of more than three days.

Employer Position: The Employer has a sick leave usage problem within this group of employees. There is no doubt that sick leave usage is high and results in the necessity of a substantial amount of overtime. In 2011 from January 1 through September 1, there were twenty-five instances

in which another employee had to be ordered to stay over to work an additional shift in the road division alone. Although the Union argues that this should be dealt with through disciplinary action, in fact, employees have been disciplined for sick leave abuse. Unfortunately the problem continues, and the existing language serves as a disincentive for abuse. The proposed increase in sick leave payout upon retirement is an additional expense which the Employer simply cannot afford to absorb at this time. Further, there is no evidence to demonstrate that increasing the payout would have any effect on sick leave. The Employer has further proposed the requirement for a physician's statement for sick leave of more than three consecutive days as yet another tool to bring down sick leave usage rates.

Discussion: There is no question but that the evidence presented at hearing demonstrates that the sick leave usage in this bargaining unit is high. While, as the Union points out, sick leave is an accumulated earned benefit which employees should be entitled to use as needed, it is also true that employees can and do utilize excessive amounts of sick leave or engage in sick leave abuse, taking sick leave for reasons other than actual illness. The amount of sick leave usage and its concomitant required overtime does appear to be high as argued by the Employer. The language regarding reduced sick leave payout after a reduction in the employee's accumulated sick leave below 100 hours in the first year of the Agreement, 200 hours in the second year and 300 hours in the third year is clearly an attempt to provide a disincentive to use sick leave. Although this language has been in the Agreement since 2004, there was no evidence presented as to whether sick leave usage declined over the period since the implementation of the language. There was evidence, however, that sick leave remains a problem and that the Employer is attempting to rectify the situation both through the contractual payout reduction language as well as through discipline. The Union did not present any evidence that the reduced payout has worked any undue hardship on employees who may be subject to its provisions. It is important to note additionally, that since the FOP agreed to this language both in two Agreements and the Union similarly agreed to the language in the tentative agreement, without any showing that there is some significant reason for a change in the language, it should be continued in

its present form. Further, there was no evidence presented to demonstrate that the requirement for a physician's statement for sick leave of more than three consecutive days is either unreasonable or onerous. In fact, it is a provision which is common in many collective bargaining agreements in both the public and private sectors. Its addition is entirely reasonable in view of the high sick leave usage of these employees as an additional tool to attempt to eliminate sick leave abuse.

The Union proposes that the sick leave payout upon retirement be increased to permit greater pay-outs to employees with more than twenty years of service, increasing from 60% for employees with twenty to twenty-five years of service and to 75% for employee with more than thirty years of service. While the Union argues that this would provide a necessary incentive to employees to decrease their sick leave utilization, generally sick leave pay-outs do not serve this purpose long term over the life of any employee's working years. If an employee does not have sufficient incentive to accumulate sick leave at a 50% pay-out rate at retirement under the current language, there is simply not sufficient evidence to demonstrate that raising that rate to a higher percentage for more years of service would serve as a significant incentive to encourage less sick leave usage. This is particularly true, since employees can game the system by utilizing larger amounts of sick leave until the few years prior to retirement so as to maximize their pay-out. Additionally, it is clear that these employees are in a favorable position as to this benefit when compared to the counties utilized as comparable by both parties. The increase finally creates an additional expense for the Employer for which is difficult to budget because it is variable and hard to predict.

Recommendation: Article 30 - Sick Leave

Current language as amended by tentative agreement.

## **ARTICLE 38 - UNIFORMS**

Union Position: The Union proposes an increase in the uniform allowance for detectives from \$450.00 to \$750.00 and an annual shoe/boot allowance in the amount of \$200.00. The detective uniform allowance has remained the same since 2001, and it is now woefully inadequate. In reviewing the Union's comparables, the uniform allowance for detectives is clearly low. The Union further

proposes that additional items be added to the list of issued uniform items to include black turtlenecks, jersey shirts, BDU pants, and certain pieces of equipment including an asp, handcuffs, nylon duty belt and puncture resistant gloves. The Union finally proposes language which provides that uniforms shall be properly fitted.

Employer Position: This proposal should be rejected in its entirety. The Employer's two detectives are allowed to wear non-uniform clothing on a daily basis. A uniform, which is issued, or a suit, is only required for court appearances. The increase in the allowance is therefore clearly not justified. Insofar as the additional uniform items requested, the Employer has determined that these items are not acceptable as uniform items. Many of these items, such as turtleneck shirts, are not authorized by the Buckeye States Sheriff's Association, and they simply cannot be approved. The Employer currently provides shoes under the current language and permits employees to select shoes up to \$130.00 per year from certain vendors. Shoes are replaced as needed. The evidence indicates that \$200.00 is more than is required to obtain appropriate shoes or boots. Finally, the Employer currently fits uniforms, and there is no evidence to demonstrate the need for language requiring additional language to require this practice.

Discussion: The Union has failed to demonstrate any need for an increase in the detective uniform allowance or a new shoe/boot allowance. Detectives are permitted to wear any clothing, so long as it is neat, on a daily basis; and may wear the uniform which they are issued or a suit for court appearances. There was simply no evidence presented to demonstrate that an increase in the allowance is needed. Similarly, the Employer supplies one pair of shoes annually up to a cost of \$130.00 under the current language, and there was no evidence to demonstrate that this is inadequate.

Insofar as the items additional proposed clothing items to be supplied are concerned, it appears that some of these items, such as turtlenecks, are changes in the uniform which are unacceptable. Others, however, specifically jersey shirts and BDU pants, are uniform pieces that are now required for corrections officers and with which corrections officers are currently supplied two. Although the Employer argued that supplying two is sufficient, as the Union noted at hearing, if one is damaged,

the officer is left with only one remaining uniform piece until such time as a replacement can be ordered and received. These employees should be supplied with four shirts and pants as are road officers, and the addition of this clothing should be put into the Agreement. The additional equipment items proposed to be added by the Union are in part unacceptable to the Employer, as for example, the nylon duty belt rather than the leather belt currently in use. There was no significant evidence presented to demonstrate that the other enumerated items, asp, handcuffs and puncture resistant gloves, were either not being adequately supplied already or were the subject of a demonstrated need.

Recommendation: Article 38 - Uniforms

Current language with the addition of Jersey Shirts - 4 and BDU Pants - 4 for Corrections.

#### **ARTICLE 40 - INSURANCE**

Union Position: The Union understands both that the issue of affordable insurance is a difficult one and that it cannot dictate which carrier the Employer contracts with. However, in an effort to control the Employer's costs while maintaining quality coverage, the Union provided the Employer with information about the Michigan Conference of Teamsters Benefit Plan 563 on November 30, 2010. While it does not appear that the Employer ever gave the plan any serious consideration, the plan does provide comparable benefits and a lower cost with rates guaranteed for three years. Since the Employer could have accepted that plan, but chose not to consider it, the Union proposes a cap on employee contributions at the rate of \$60.000 per month for single coverage and \$220.00 per month for family coverages, amounts which would equate to the employees current percentage contributions at rates for the Teamsters Benefit Plan for the life of the Agreement.

Employer Position: The Employer elected to join the County Employee Benefit Consortium of Ohio, Inc. ("CEBCO") in January, 2011 in the face of a 50% premium increase by its health insurance carrier. The CEBCO plan premium, although an increase, was far less than the prior carrier's proposed increase, and the Employer therefore opted to join the consortium for all county employees. It signed a contract which requires that it remain a part of that consortium for three years.

The employees of this bargaining unit currently pay 10% of their monthly premium for single coverage and 13.75% of the premium for family coverage, less than other county employees. The tentative agreement which the parties reached increases the employee contribution to 15% effective July 1, 2012 for both single family coverage. With insurance costs increasing at rates that are outside of the Employer's control, the tentative agreement provides a fair contribution rate for the employees for insurance coverage.

Discussion: Although the Michigan Conference of Teamsters plan may have been able to provide lower rates, the Employer had no obligation to consider it since the Agreement does not restrict the Employer's choice of insurance carriers. While the Union's frustration is understandable, so is the Employer's desire to contract as part of a group with which it has more familiarity. More importantly, the Employer has already committed to the CEBCO group by signing a binding contract for three years, and the Union's proposal with rates based on the Michigan Conference of Teamsters Plan could result in this group paying an even smaller percentage of its health insurance cost during the term of the Agreement.

The issue as to which party will bear the burden of insurance premium increases is always a difficult one. While in a perfect world these costs would be more predictable from year to year, they simply are not. There is no clear basis for this group to pay a substantially lower percentage of the monthly insurance premium than other county employees. The basis for the Employer's proposal, as agreed upon in the tentative agreement is somewhat unclear since it provides that these employees will pay 15% for both family and single coverage while other county employees pay 17.5% for family coverage, but only 10% for single coverage. While the Fact-Finder can speculate that the higher single premium percentage was a concession granted by the Union in exchange for delaying the increase until July, 2012, there was no evidence presented on this point, and the discrepancy is therefore left unexplained. The difference does however, seem reasonable since these employees will still pay a lower percentage than other county employees for family coverage and other county employees have consistently paid a higher percentage of their health care premium than this

bargaining unit for some time.

Recommendation: Article 40 - Insurances

Current language as amended by tentative agreement.

#### **ARTICLE 41 - WAGES**

Union Position: The Union proposes that all employees be advanced to the current step of the salary schedule which is applicable to their current years of service in order to compensate for a freeze in step increases which occurred in 2008. The Union further proposes that all employees upon reaching their appropriate step receive a 3% increase in each of the remaining years of the Agreement with the first increase retroactive to January 1, 2011. Those at the top step would also receive a 3% increase in each year of the Agreement, and those employees who are above the pay scale for their appropriate step based on years of service, should receive a lump sum payment equivalent to 3% of their preceding years' base wage in each year of the Agreement. The Union's proposal additionally increases the service credit bonus at 10, 15 and 20 years of service by five cents in each of those years. The pay scales of bargaining unit employees are inequitable since some more senior employees are earning wages at lower rates than less senior employees who are performing the same job. Further, since steps were previously frozen, employees should be moved to the appropriate step to compensate for the lost wages resulting from that freeze. Further in examining the Union's comparable counties, this bargaining unit falls at or below the middle. The Union's proposal is therefore fair and appropriate.

Employer Position: The Employer argues that the wages as agreed upon in the tentative agreement should be adopted by the Fact-Finder. That agreement moves all employees currently at Step A of the pay scale to Step B upon ratification of the Agreement, and then provides a 2% increase effective upon ratification and on July 1 in each year of the Agreement thereafter. Employees whose wages exceed the otherwise applicable step will receive a lump sum payment of \$400.00 in the first year, and \$500.00 in the second and third years of the Agreement. The increase in Employees at the

lowest step of the pay scale is necessary to compete for employees with surrounding counties whose entry rates are higher. As compared to those counties however, the Employer's top rates are among the highest. In these difficult economic times when many employees across the state are experiencing wage freezes, the wage increase proposed is fair and reasonable.

Discussion: There is no question but that the Employer has demonstrated that while Ross County is not in desperate financial straits, it, like every other governmental entity, is experiencing difficult economic times. As the Employer points out, while it acknowledges that it is able to provide its employees with a wage increase, many other public employees across the state of Ohio are accepting wage freezes. When the comparable data provided by both parties is reviewed, it is apparent that this bargaining unit falls somewhere in the middle except in entry level wages. Clearly, as the Employer demonstrated, entry level rates must be increased so that the Employer does not continue to lose newly trained employees to surrounding counties.

As noted above, the step increases of these employees were frozen in 2008, and the Union proposes that all employees be moved immediately to the appropriate step. The Union demonstrated that the current step system has not been uniformly applied. This is in part due to the fact that when the current Sheriff took office in 2009 he eliminated a number of command positions, and those individuals were returned to the bargaining unit, but maintained their command wages. Other additional inequities are present, and the problem could be resolved by moving all employees to the appropriate step based upon their years of service. The problem with this proposal however, is that it is simply too expensive. This would effectively amount to a 12% increase for some individuals. It, together with the Union's proposed 3% wage increase for those at the top step and the generous lump sum payments based upon annual wages, would increase the Employer's personnel costs over the life of the Agreement by approximately \$400,000. It is simply not feasible to expect the Employer to absorb this substantial cost in the current economy.

On the other hand, it must be noted that all other Ross County employees received a 2.5% increase in 2011. There was no clear explanation provided as to why these employees should receive

a smaller increase than other county employees. Further, while the increase pursuant to the Employer's proposal is effective upon ratification and then shifts subsequent increases from their prior January 1 date to July 1 of each year, there was no significant reason advanced for the absence of retroactivity or the alteration of the date of future increases from the prior customary January 1 date. Without some reasoning provided for the change, the historical date for prior increases for this bargaining unit should be maintained. Finally, it should be noted wage increase recommended here is further warranted by the recommendation regarding insurance. These employees will experience a significant increase in their insurance contributions, and although those with family coverage will still pay slightly less than others, employees with single coverage will in fact be paying a higher percentage of the monthly premium than unrepresented county employees.

Recommendation: Employees at Step A shall be moved to Step B effective July 1, 2011. All other employees will not advance in steps as agreed in the tentative agreement. All steps shall receive a two and one half percent (2.5%) increase. Increases in the second and third year of the Agreement shall be in the amount of two and one half percent (2.5%) effective January 1, 2012 and January 1, 2013. Redlined employees whose wages exceed their current step shall receive lump sum payments in the amount of \$400.00 for 2011 and \$500.00 January 1, 2012 and January 1, 2012.

#### **LETTER OF UNDERSTANDING A**

Union Position: The Union proposes that the Letter of Understanding, which addresses special duty hours and rates, be altered to eliminate the exemption from the \$25.00 per hour pay rate and two hour minimum for the County Fair Board and Education Systems. These entities pay \$16.00 per hour without a minimum, but the employees performing the work are doing the same work which they perform for other entities. The pay should therefore be the same.

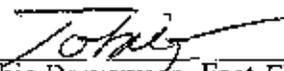
Employer Position: The exemption should be retained. If the rates are increased as proposed, these entities will no longer be able to afford to hire the Sheriff Department to provide services for their events. The County Fair Board, which runs the County Fair, utilizes special duty for one week

per year, and pays a budgeted amount to the Employer for its services. Both the Fair Board and local school districts are clearly in difficult financial circumstances. Further, there has been no difficulty in obtaining sufficient employee volunteers to work these events.

Discussion: There was no specific evidence presented to demonstrate a need to increase the hourly rate for these two entities. As the Employer noted, these entities are all clearly cash strapped. Further, there has not been any shortage of volunteers to work special duty for these entities. Under these circumstances there does not appear to be any need to increase the charges to the County Fair Board or the schools.

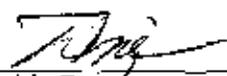
Recommendation: Letter of Understanding - A  
Current language as amended by Tentative Agreement.

Dated: September 28, 2011

  
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Tobie Braverman, Fact-Finder

### CERTIFICATE OF SERVICE

The foregoing Report was delivered via email and this 28th day of September, 2011 to David A. Rippenhoff, Drippenhoff@downesfishel.com, Counsel for Ross County Sheriff, and to Susan D. Jansen, Sjansen@djflawfirm.com, Counsel for Teamsters Local Union No. 284.

  
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Tobie Braverman