



**FACTFINDING TRIBUNAL
STATE EMPLOYMENT RELATIONS BOARD
COLUMBUS, OHIO**

STATE EMPLOYMENT
RELATIONS BOARD

2011 MAY 10 A 11: 30

IN THE MATTER OF :
FACTFINDING BETWEEN :
 :
HIGHLAND COUNTY SHERIFF'S OFFICE; :
PUBLIC EMPLOYER : **REPORT OF THE**
 : **FACTFINDER**
-AND- :
 :
FRATERNAL ORDER OF POLICE, :
OHIO LABOR COUNCIL, INC.; :
EMPLOYEE ASSOCIATION :

SERB CASE NO(S): 10-MED-10-1563
10-MED-10-1564
10-MED-10-1565
10-MED-10-1566

BARGAINING UNIT(S): The Bargaining Unit(s) are:

Unit A: Sergeants
Unit B: Road Patrol Deputies and Detectives
Unit C: Dispatchers
Unit D: Corrections Officers (Jailers)

FACTFINDING HEARING: April 25, 2011; Hillsboro, Ohio

FACTFINDER: David W. Stanton, Esq.

APPEARANCES

FOR THE EMPLOYER:

Robert W. Cross, Consultant
Ronald D. Ward, Sheriff
Shane Wilkin, Commissioner

FOR THE UNION:

Mark A. Scranton, Staff Rep.
Jeff Vickers, Deputy Sheriff
Steven Alexander, Deputy Sheriff
Keith E. Brown, Deputy Sheriff

ADMINISTRATION

By correspondence dated November 30, 2010, from the Mark A. Scranton, Staff Representative for the Fraternal Order of Police, Ohio Labor Council, Inc., with copy to Robert W. Cross, Cross Management Consulting Services, Consultant for the Highland County Sheriff, the undersigned was notified of his mutual selection to serve as Fact-Finder, to hear arguments and issue recommendations relative thereto pursuant to Ohio Administrative Code Rule 4117-9-05 (j); in an effort to facilitate resolution of those issues that remained at impasse between these Parties. The impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful. Through the course of the administrative aspects of this matter and the discussions with the Party Representatives, the Factfinder determined the overall “atmosphere” relative to prior negotiation efforts by and between the Parties and their overall Collective Bargaining Relationship, as an amicable Collective Bargaining Relationship.

On April 25, 2011, at the Administrative Offices of Highland County, the Fact-finding Hearing was conducted wherein prior to the commencement of the presentation of evidence and supporting arguments, the Parties were offered mediation with the assistance of the Factfinder concerning those issues that remained at impasse. The Parties declined the offer to engage in mediation and the presentation of evidence proceeded forthright in an effort to facilitate compliance with the mandates of the Ohio Collective Bargaining Law.

During the course of the Factfinding Hearing, each Party was afforded a fair and adequate opportunity to present testimonial and/or documentary evidence supportive of

positions advanced. The evidentiary record of this proceeding was subsequently closed at the conclusion of the Fact Finding Proceeding and those issues that remained at impasse are the subject matter for the issuance of this report hereunder.

STATUTORY CRITERIA

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

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

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

As the evidentiary record demonstrates, this represents the Parties' efforts to negotiate a successor Collective Bargaining Agreement between the Highland County

Sheriff's Office, hereinafter referred to as the "Public Employer" and/or, the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc, hereinafter referred to as the "Employee Association" and/or the "Union". As the record demonstrates, the Parties have engaged in negotiation sessions on November 17th and November 23rd, 2010, and have represented that the following Articles were unopened during the course of those negotiations:

Article I	Agreement
Article II	Recognition
Article III	Union Representation
Article IV	Management Rights
Article V	No Strike/No Lockout
Article VI	Dues Deductions
Article VII	Bulletin Boards
Article VIII	Non-discrimination
Article IX	Disciplinary Action
Article X	Grievance Procedure
Article XI	Work Rules
Article XII	Labor/Management Committee
Article XIII	Reduction in Force and Recall
Article XIV	Hours of Work/Overtime/Pay Period
Article XV	Court Time and Call-in Pay
Article XVI	Holidays
Article XVII	Vacations
Article XVIII	Sick leave
Article XIX	Payment Upon Death of an Employee
Article XX	Donated Time
Article XXI	Uniforms and Leather Equipment
Article XXII	Personal Items
Article XXIII	Training
Article XXIV	Safety and Equipment
Article XXVI	Work Out of Rank/Classification
Article XXVII	Shift Differential
Article XXVIII	Longevity Pay
Article XXX	Waiver in Case of Emergency
Article XXXI	Severability
Article XXXII	Copies of the Agreement
Article XXXIII	Alcohol and Drug Testing
Article XXXIV	Residency

Article XXXV	Injury Leave
Article XXXVI	Probation
Article XXXVII	Military Leave
Article XXXVIII	Seniority
Article XXXIX	Duration of Agreement

As previously indicated, the Parties have requested the Arbitrator include those aforementioned articles that were unopened during the course of negotiations and recommend that those be subject to a recommendation that they be included in the successor Collective Bargaining Agreement.

Moreover, during the course of those negotiation sessions, Article XXV, titled “Insurances”, was resolved and as such, that tentative Agreement will also be recommended for inclusion in the successor Collective Bargaining Agreement.

As the record demonstrates, the Bargaining Units are identified as Unit A – Sergeants, Unit B – Road Patrol Deputies and Detectives, Unit C – Dispatchers, Unit D – Corrections Officers, otherwise known as “Jailers”, and consist of approximately 42 members and those Bargaining Unit certifications were amended by the State Employment Relations Board February 26, 2001, SERB Representation Case #04-REP-01-0017. The Recognition Article contained in the Collective Bargaining Agreement recognizes the Ohio Labor Council as the sole and exclusive Bargaining Agent for those Employees previously identified within the four units, A, B, C, and D, respectively, thus excluding those not set forth in the language contained therein. Their responsibilities consist of performing general law enforcement duties within the Highland County Sheriff’s Office including certain supervisory functions, road patrol, Detective duties and investigations, dispatch duties, and certain other duties commonly performed by Corrections Officers serving in the jails. The Employer otherwise recognized as a “Law

Enforcement Agency” provides such duties for members within the jurisdictional parameters of the Highland County Sheriff’s Office.

Based on this aspect of the statutory process, the Factfinder is required to consider comparable Employee units with regard to their overall makeup and services provided to the members of their respective communities. As is typical and is required by statute, both Parties, in their respective Pre-hearing Statements, filed in accordance with the procedural guidelines of the statutory process; and, the supporting documentation provided at the Factfinding Hearing, have relied upon comparable jurisdictions and/or municipalities concerning what they deem “comparable work” provided by this Bargaining Unit. As is typically apparent, there is no “on point comparison” relative to this Bargaining Unit concerning the statutory criteria as will be further discussed by the Factfinder based thereon.

It is, and has been, the position of the Factfinder that the Party proposing any addition, deletion, or modification of either current contract language; or, a “*status quo*” practice wherein an initial Collective Bargaining Agreement may exist, bears the burden of proof and persuasion to compel the addition, deletion, or modification as proposed. Failure to meet that burden will result in a recommendation that the Parties maintain the *status quo*, whether that is previous Collective Bargaining Language or a practice previously engaged in by the Parties. Based thereon, the Union is seeking modifications to Article XXIX titled, “Wages”, wherein it seeks a \$1 across-the-board increase for each of the four (4) Bargaining Units previously identified. The Employer takes the position that based on dire financial circumstances with no sustainable relief in the near future, it is simply unable to fund that which the Union is seeking and requests that the Factfinder

recommend a 0% increase for each of the four (4) Bargaining Units as has been the case for the previous two (2) years of the Agreement. Absent a showing by compelling evidence that indeed the Employer is financially incapable of funding, financing and/or administering the increases sought by the Union and that such will not have an adverse effect on the normal standard of public service, then the determination shifts to whether or not that proposal is fair, reasonable, and affordable for the Employer.

As the Parties have aptly demonstrated, this constitutes a Wage “re-opener” concerning calendar year January 1 through and including December 31, 2011. As set forth in the current Collective Bargaining Agreement between the Parties, these Bargaining Units received no Wage increases for calendar year 2009 or calendar year 2010. However, they were not denied their Step Increases as mandated by the Parties’ Agreement.

UNION POSITION

The Union emphasizes that for the duration of the current Collective Bargaining Agreement, Members of these Bargaining Units have been willing to maintain *status quo* in regards to Wages as a result of the economy throughout Highland County and that portion of the State of Ohio. It insists that the economy is on the mend throughout the State, including this County, and the unemployment rate has improved from a high point of 19.1% in January 2010 to 14.4% as the last reported for September 2010, and based on that of March 11, 2011, that amount has decreased to 13.3%. It insists that comparable agencies, Brown County, Adams County, Pike County, Ross County, Fayette County, and Clinton County, with similar projected populations and contiguous to Highland County with consistent miles of coverage, are indeed representative of the Wage

increases it seeks herein. Even though the economy has declined and these Employees have received no increase, out-of-pocket expenses for insurance have increased. The Union emphasizes that the State Employment Relations Board Region 2, titled, "Cincinnati", includes Highland County, and is indeed representative of that area of the State from which its comparables were attained. It emphasizes that Wage increases in the Region saw increases in 2008 and 2009 though declining; nonetheless, increases were, in fact, obtained. It contends that it currently ranks 4 of 7 relative to Sergeants' base pay, 4 of 7 relative to Deputies' base pay, 3 of 7 in the Corrections Officers' base pay, and 5 of 7 on the Dispatchers' base pay concerning the comparables previously identified. It also notes the existence of Holiday Pay, Longevity Pay, Hazardous Duty Pay, and Corrections Certification Pay, that also factored into these rankings, placing it anywhere from 4th or 5th out of 7th concerning the overall "package" that is provided.

It emphasizes that with the proposed increase, the Sergeant hourly rate would represent 20 cents more than the "average" for the comparable counties identified; 45 cents above the average for the Deputy hourly rate; 62 cents above the average for the Dispatcher hourly rate; and, \$1.38 above the average for Corrections Officers. It emphasizes that based on a 2080 hour yearly commitment per Employee, or \$2,080.00 per annual salary increase it proposes, with "salary-related costs" of \$582.00 based on the \$1 per hour increase, that cost per Bargaining Unit Member would be \$2662. It emphasizes that based on the number of employees, 42; the total cost to the Employer would be \$111,804. It also emphasizes that the General Fund carryover for 2010 to 2011, is \$463,321.60, and as such is sufficient to fund that which the Union is seeking herein.

Moreover, the Real Estate Manufactured Home and Personal Property Tax Receipts for 2010 were approximately \$1.2 million and Permissive Sales Tax Receipts were approximately \$5.1 million for 2010. The Union emphasizes that the State Auditor's Report indicates a General Fund balance for 2009 to 2010 showing an increase from the previous period of 2008 to 2009 to approximately \$686,000 versus approximately \$523,000 for 2008 to 2009. Moreover, based on the 2009 Budget Report, the Sheriff's Department had a "free balance" of nearly \$43,000 which was returned to the General Fund based on the Budget Report ending December 31, 2009, and nearly \$12,100 for the period ending December 31, 2010.

Great emphasis was placed on Senate Bill 5, concerning the impact such may have on the funding of State and County Governments and the amount of funding the State might be in a position to afford to disburse. The Union emphasized that at this juncture, such was speculative in nature, and no real numbers were available for consideration.

The Union contends that based on the comparable data provided in the same geographic area and the region 2 area identified by the State Employment Relations Board, other agencies have enjoyed wage increases greater than these employees, and overall they receive less income than the comparable agencies, both hourly and when all sources of income are evaluated. It insists that the County does, indeed, have money, and therefore is able to pay, based on the State Audit that was previously identified.

For these reasons, the Union requests that the Factfinder recommend the \$1.00 per hour Wage increase across-the-board it is seeking.

EMPLOYER POSITION

The Employer takes the position that it must maintain the *status quo* relative to the current wage scales with no increase since the appropriated Budget has no additional appropriations for any wage increase, increased pension contribution, overtime, holiday, and/or vacation costs. The Commissioners, which represent the "Appointing Authority", has witnessed the General Fund Appropriations decline from \$11,516,045.42 in 2008 to \$8,310,708.71 in 2010. The Employer emphasizes that the economic outlook for calendar year 2011 will likely bring about a reduction from the State of Ohio relative to the financial support it disperses to Highland County. It contends that the Employer has seen a loss in interest rates in CD's that now currently receive 0.8%, thus having an adverse impact on a revenue stream - a reduction of nearly \$297,000. It also recognizes that it has lost approximately \$3 million in the General Fund from which the Sheriff's Office is funded. These employees have not seen any increases for the past two(2) years and based on the current economic status of the County, should not be provided any increases which would only result in further personnel reductions.

It has witnessed its Carryover Balance from 2007 decrease from approximately \$700,000 to nearly \$400,000, and based on the decreases in other tax bases, it needs approximately \$460,000 to maintain payroll. For the 2007-2010 timeframe, it has witnessed no increase in the Sales Tax and the loss of jobs is increasing as is demonstrated by the unemployment percentage. If, indeed, the proposal of the Union is recommended, then it would likely see a reduction in services to the community because it will necessitate the reduction in personnel which has already occurred during the life of this Agreement.

While the Sheriff indicates it is simply not in a position to fund any kind of increase for these Bargaining Units, the members thereof have, indeed, received their Step increases in accordance with their contractual obligation. They also receive Longevity Pay and Holiday Pay, as well as, other contractual entitlements. It insists that a comparison to Adams County, which has two power plants generating revenue, is simply inconsistent with the current state of economic affairs within Highland County.

President of the County Commissioners, Shane Wilkin, appeared and testified, and he described the encumbered debt that the County currently possesses and the lack of any type of revenue base from the Justice Center and/or the Industrial Park, which recognizes an \$80,000 annual payment. While it recognizes that indeed there is a current balance of debt of approximately \$650,000, the Industrial Park is not generating any substantial income other than approximately \$700 per year for crop ground leased. Commissioner Wilkin also emphasized that the County is currently one year behind on the Auditor's statements for services rendered, which equate to approximately \$4,300.00 per month needed to "catch up" on those invoices. Commissioner Wilkin emphasized that he believes that these employees, indeed, deserve a pay increase; however, based on the current status of debt and the lack of revenue being generated in conjunction with the current economic state, unemployment rates, and the lack of potential funding from the State of Ohio, simply renders such impracticable at this time. He explained the circumstances involving the Clerk, who held off on a promotion and that such is not being currently paid from the General Fund, but from Grants and Block Grants. He also emphasized that DHL pulled out of the County, and Johnson Controls an auto supply company in Greenfield, currently not operating there, may come back with approximately

30 employees and may increase that number to 100. However, such has not occurred yet and as such, no revenue has yet been realized. Another auto supplier in the County has seen a reduction in the number of employees based on the decline in new car purchases, which has been readily apparent throughout the automotive industry.

The Employer emphasizes that the Union's reliance on the amount of additional funding not utilized by the Sheriff's Department and thus returned to be placed back into the General Fund, i.e., that identified as a "free balance", should not be viewed as a windfall, simply because the Sheriff is an astute administrator. The Employer notes the General Fund budget is and has been declining for the past three (3) years since the economic downturn occurred. The County's carryover balance in 2009 was \$342,000 and largely due in part to the sale of the "County Farm" which generated \$330,000. Following the payroll disbursements in January through March of 2009, the General Fund budget was approximately \$8,000.

With respect to the amount of funding to be expected from the State of Ohio and the implications of Senate Bill 5, the County emphasizes that while it is not in "fiscal emergency" recognized by the State, talks demonstrated that Highland County was "#2 on their list". With the projected reductions in Local and County Government funding from the State of Ohio, such will have a profound impact on the General Fund budget of this County. It was emphasized that the Auditor's department is paying employees out of a Real Estate assessment, and the County Engineer is picking up approximately 50% of the Map Office, equating to approximately \$118,000. Certain cost cutting efforts including phone services being reduced, trash collection contracts being re-negotiated, changed copying services, have all been explored and implemented to reduce its costs.

The Union's comparison to Ross County, which has a JCPenney and a Sears retail store, is simply not appropriate since this County does not have any other source of sales tax revenue.

The Sheriff testified that while it would, indeed, be his desire to provide these employees the increases they seek, it has had to lay off employees in 2009, and certain vacancies have remained unfilled. He indicated that while certain employees were recalled, he remains down twelve (12) positions from 2009. He emphasized that he tries to stay within his operational budget, but he can only spend those dollars approved by the Appointing Authority, i.e., the County Commissioners. If, indeed, the Union's proposal was recommended, such would, indeed, result in layoffs. That would have an adverse impact on the service to community, which the statute recognizes should not occur.

It was emphasized that the housing State prisoners in the County jail does not generate any income, and the funding for those State Law violators comes from the County's coffers. Approximately 70% of Property Tax, which is channeled through the General Fund, goes to the schools, MRDD, and Children's Services, and the County gets approximately 7-9% of the property tax from the General Fund to its budget.

For these reasons, the Employer requests that its recommendation that the *status quo*, representing a 0% increase for the calendar year 2011 be recommended herein.

INITIAL RECOMMENDATIONS

This is a re-opener, sanctioned under Article XXV, Section D, titled "Insurance", Article XXIX, titled, "Wages", Section A, and Article XXXIX, Section B, titled, "Duration". In accordance with the stipulation entered between the Parties, the Parties agreed to maintain the current contractual language regarding Health Insurance and have

requested that the aforementioned tentative agreement be recommended as part of this Factfinding Report with rationale and recommendations. It is, therefore, recommended that the Parties adopt the tentative Agreement relative to Article XXV, Section D, titled "Insurance".

Moreover, with respect to any and all other unopened Articles as previously set forth *supra*, it is hereby recommended that those Articles are recommended as tentatively agreed to for inclusion in the successor Collective Bargaining Agreement.

Article XXIX

Wages

As previously indicated, this represents a re-opener pursuant to the Parties Agreement relative to consideration of Wages which, obviously, would impact Appendix A of the Agreement regarding "Wages Rates for 2011". In as much as this represents the final year of the current Collective Bargaining Agreement with effective dates January 1, 2009, through December 31, 2011, calendar year 2011 is the only year for consideration relative to the recommendation contained herein pursuant to the Parties Agreement and in consideration of the Wage Article in dispute between the Parties.

As indicated, the Employer has taken a position that is simply financially unable to implement any pay increase for these Bargaining Units based on the declining economic status seen nationally, statewide, and regionally. Region 2 of the SERB Classifications of Counties, while not relied upon herein as a complete list of comparable jurisdictions; Region 2 contains the contiguous counties to Highland County of Adams, Pike, Ross, Fayette, Brown, and Clinton. The evidence of record submitted by both Parties clearly demonstrates that the economic climate in this region of the State, for lack

of a better characterization, has been dismal and declining over the past three (3) years. Such is evident with respect to the declining General Fund balance that this County has enjoyed prior to this and the preceding calendar years. It is clear that the unemployment rate indeed is representative of that seen throughout this Country and particularly in this part of the State of Ohio. The numbers are somewhat skewed with respect to the fact that the unemployment rates seem more positive, based on the fact that more and more applicants simply are not applying for jobs, thus reducing the number of the unemployment numbers in this County. The evidence of record indicates that the General Fund Carryover Balance from 2007 saw a decline from approximately \$707,000 down to for calendar year 2008, \$343,000, an increase from 2008 in 2009 at \$447,000, and an increase from 2009 for 2010 of \$463,000. The Real Estate Manufactured Home and Personal Property Tax Receipts saw a decrease from 2009 to 2010 of approximately \$455,000. Additionally, Permissive Sales Tax Receipts saw an increase from 2009 to 2010 of approximately \$350,000.

The General Funds and the average Wage increases of the contiguous Counties seem to be experiencing the same types of fluctuation/decline in numbers based on the overall economic climate in this region of the State based on that seen nationally. It is critical to point out the General Fund budget since 2008 has declined from a high of \$11,516,045.67 to \$8,311,681.36 for calendar year 2011. Moreover, it is important to note that based on the passage of Senate Bill 5, as well as, the implications of the budget legislation in conjunction therewith, the Local Governmental funding received from the State will likely be decreased for this municipality as well as others. While such is indeed speculative, the current status of the State's Budget indicates that various and

numerous cuts will occur; to what extent no one knows nor is any definitive evidence available to rely upon.

The evidence of record demonstrates that these Employees, in accordance with the Wage Article of the current Collective Bargaining Agreement, have not realized any pay increase for the past two (2) years of this Agreement. It is important to note that these Employees have not been deprived of or denied their respective "Step Increases" that would be triggered when their length of service would impact that enhancement. The speculative nature of the alleged decrease in funding for municipalities, cities, etc. from the State of Ohio is just that. It is speculative in nature and no one has a definitive idea as to what extent these budgetary considerations will have on what will be received, if anything, from the State level. What is critical to note is that in as much as these Employees have not received any type of increase for the past two years, the Budget Report from the Highland County Auditor for calendar year ending December 31, 2009 shows a "free balance" of \$42,823.98 based on the "Sheriff Department 0190 Appropriation" that was, as characterized, given back to the County General Fund based on the testimony indicating that Sheriff Ronald Ward is, indeed, one of the better Administrators within the County. That is also evident, based on the period ending December 31, 2010, where the "free balance" amount is \$12,088.92. Both the 2009 and 2010 "free balances" occurred during years in which the County saw its General Fund Carryover balance increase from that of the previous year and that realized in 2008.

Those "free balances" realized for 2009 and 2010 were not utilized for the Sheriff's Department for which they were initially appropriated. Based thereon, such could have been utilized to fund certain modest pay increases for these Bargaining Units.

It is clear that great strides have been made in curtailing spending, adjustments have been made in the operational and day-to-day functioning of the Sheriff's Department relative to certain administrative and operational cost-saving measures, including phone service, copying, and other what would otherwise appear to be minor cost considerations, but nonetheless have an overall positive impact on the Sheriff's Department operational budget, for which the Sheriff earned high praise from Commissioner Wilkin.

With respect to the comparable data provided, it is clear that any one of these respective Bargaining Units, rank either from the middle of the Counties previously referenced to a ranking no worse than five (5) with respect to an overall Wage package. The evidence of record clearly demonstrates to the Factfinder that, indeed, the Employer has certain amount of funding available that can be utilized to finance the recommendation contained herein. Such is particularly true when reviewing the "free balance" amounts that, as was characterized, was basically "given back" to the General Fund based on the cost-saving measures realized in the Sheriff's Department, resulting from the administrative efforts of Sheriff, Ronald Ward. It is, indeed, critical to at least recognize the adverse impact that the previous two (2) years have had on members of these Bargaining Units, who have not received a Wage increase for a period of 24 months. Obviously, unless certain strides are made to address the economic package available to these employees, such will eventually have an adverse impact on morale and retention of otherwise competent and valued personnel.

The evidence of record is compelling with regard to the characterization of the Bargaining Unit Employees and their worth and value placed upon them by, not only the Sheriff, but also the President of the County Commissioners, Shane Wilkin, who

indicated that if the money was available, he would not hesitate to afford these Employees a much needed increase in pay.

It is clear that, based on the Union's proposal relative to the Wage Article, wherein it seeks a \$1 per hour across-the-board increase for all Bargaining Unit Members covered by the Parties' Agreement, would amount to funding necessary of approximately \$111,804.00, which is obviously inconsistent with the current financial status based on the Employer's ability to pay. The Union has costed its proposal to represent \$2,662.00 per Employee covered by the Collective Bargaining Agreement for the 42 employees, equating to \$111,804. The amount of funding that is seemingly consistent with the Employer's ability to fund is that of the "free balance" given back to the General Fund that, while initially appropriated for use within the Sheriff's Department, was not. As such, and based on those dollars not initially spent from the Sheriff's Budget, such can serve to fund a modest increase for these Employees, particularly in light of the fact they have not received any increase to base Wages for the two (2) previous years of the Collective Bargaining Agreement.

As such, it is recommended that the Parties adopt language that would institute a pay increase that would equate to 33 cents per hour across-the-board for each Member of each Collective Bargaining Unit covered by this Collective Bargaining Agreement. There is no evidence of record that would indicate that the County is in "financial emergency", even though discussions have allegedly occurred concerning it being "second on the list" in this particular area of the State. As of the date of the Factfinding Hearing, that designation simply has not occurred. Given the cost as indicated by the FOP of the \$111,804 divided by 33 (33% of the \$1.00 per hour increase proposed by the

FOP) equals a cost to the Employer of approximately \$36,895.32. Such is seemingly consistent with, while not exhausting the entire amount of “free balance” money, that was given back to the General Fund (\$42,823.98 for 2009; and, \$12,088.92 for 2010, totaling \$54,912.90), as well as, the Carryover Balance in the General Fund as evidenced from 2009 to 2010. Such does not represent an overly burdensome financial obligation based on the evidence of record reviewed herein; such is indeed affordable based thereon.

RECOMMENDATION

It is hereby recommended that the Parties adopt contractual language for the final year of the current Collective Bargaining Agreement, subject to the re-opener as previously identified, that would include a 33 cents per hour increase for each and every Member of each Bargaining Unit identified in this proceeding concerning the Sergeant, Road Patrol Deputies, and Detectives, Dispatchers, Corrections Officers (Jailers) as set forth in the “Description of the Bargaining Units”.

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

CONCLUSION

These recommendations are offered based on the comparable data provided; the manifested intent of each Party as reflected during the course of this aspect of the Statutory Process; those tentative agreements reached by and between the Parties and any stipulations of the Parties that occurred during the course of the Statutory Process; the

positions indicated to the Factfinder during the course of the Factfinding Hearing; and those based on the mutual interests and concerns of each Party to this Collective Bargaining Agreement.

David W. Stanton

David W. Stanton, Esq.
Fact Finder

Dated: May 9, 2011
Cincinnati, Ohio

CERTIFICATE OF SERVICE

The undersigned certifies that a true copy of the foregoing Factfinding Report and Recommendations has been forwarded by electronic mail and by Overnight US Mail Service to Robert W. Cross, Consultant, Cross Management Consulting Services, Inc., 631 7th Street, Portsmouth, Ohio 45662; Mark A. Scranton, Staff Representative, Fraternal Order of Police, Ohio Labor Council, Inc., 4230 Pekin Court, Batavia, Ohio 45103; J. Russell Keith, Esq., General Counsel & Assistant Executive Director, Bureau of Mediation, State Employment Relations Board, 65 East State St., Columbus, Ohio 43215-4213, on this 9th day of May, 2011.

David W. Stanton

David W. Stanton, Esq. (0042532)
Factfinder

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Arbitrator & Mediator

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May 9, 2011

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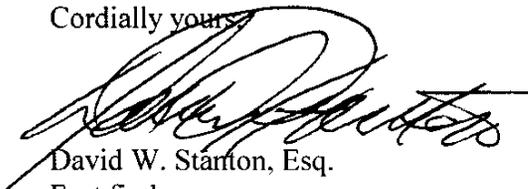
SERB CASE NOS. 10-MED-10-1563;1564;1565; and, 1566
HIGHLAND COUNTY SHERIFF -AND- FOP, OHIO LABOR COUNCIL, INC.
FACTFINDING

Gentlemen & Ms. Brockman,

Enclosed herewith please find the Factfinder's Report with Recommendations and supporting Rationale; and, the Statement for Professional Services. Please forward this Statement to your respective Client and/or Local to ensure payment thereof within the time frame noted thereon.

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

Cordially yours,


David W. Stanton, Esq.
Fact finder

DWS/lp.

Encs.

cc: Catherine A. Brockman (w/encs.)

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Date Accepted	<input type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 2nd Del Day	Return Receipt Fee	
Mo. Day Year	Scheduled Date of Delivery	Month	Day
Time Accepted <input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> 9non <input type="checkbox"/> 3 PM	COD Fee	Insurance Fee
Flat Rate <input type="checkbox"/> or Weight	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Postage & Fees	
lbs. ozs.	Int'l Alpha Country Code	Acceptance Emp. Initials	

DELIVERY (POSTAL USE ONLY)		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Attempt	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
Delivery Date	Time <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee Signature
Mo. Day		
CUSTOMER USE ONLY		
<input type="checkbox"/> NO DELIVERY <input type="checkbox"/> Weekend <input type="checkbox"/> Holiday <input type="checkbox"/> Mailer Signature		
<input type="checkbox"/> WAIVER OF SIGNATURE (Domestic Mail Only) Additional merchandise insurance is void if customer requests waiver of signature. I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.		

FROM: (PLEASE PRINT) PHONE ()

TO: (PLEASE PRINT) PHONE ()

FOR PICKUP OR TRACKING Visit www.usps.com Call 1-800-222-1811

ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.) FOR INTERNATIONAL DESTINATIONS, WRITE COUNTRY NAME BELOW.

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Please recycle.

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