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IN THE MATTER OF FACT FINDING

BETWEEN

FRATERNAL ORDER OF POLICE, OLC, INC.

AND

STARK COUNTY SHERIFF'S DEPARTMENT

SERB CASE # 11-MED-04-0630 and SERB CASE # 11-MED-04-0631

Robert G. Stein, Fact-finder

ADVOCATE FOR THE UNION:

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INTRODUCTION

The parties to this matter are the Fraternal Order of Police (hereinafter "Union" or "FOP") and the Stark County Sheriff's Office (hereinafter "Sheriff", "Employer", "Department"). The Employer is located in northeast Ohio. The fact finder first attempted to resolve the issues through mediation, but that effort, while helping to educate the fact finder, did not produce any settlements. Although the fact finder has had considerable past success in resolving disputes through mediation, mediation is a voluntary process and if meaningful progress and mutual engagement cannot be sustained, the fact finder must proceed with his statutory responsibilities.

General Economic Overview: Cautious optimism appears to be an apt characterization of the state of the current national and international economy that by virtue of world interdependence can be impacted by the economy of a small European country located thousands of miles away. The economy in Ohio continues to show signs of improvement from a very severe national recession the recovery of which remains subject to the financial health of the United States and other countries, particularly those who are currently facing considerable debt in Europe. It remains to be seen if the recent resolution in Greece will hold and if others such as Portugal or Spain will continue to plague the financial markets. But that is just one set of worries; others include a housing market that is just showing signs of recovery, and rising gasoline prices hovering around \$4.00 a gallon and projected to go higher this summer. Gasoline prices are also fueled by unrest in the middle east and competition for oil from rapidly developing countries like China. At the end of 2011 substantial swings in the stock market on a weekly and sometime daily basis were commonplace. For the first three (3) months of 2012 it appears the national economy has become somewhat more stable and the wild swings seem to have evened out since the beginning of 2012. Yet, what Americans have experienced from 2008 until the present has left a lasting impression about the uncertainty and fragility of the future. In the month of April, as reflected in the stock market, the economy is again demonstrating its volatility. The national unemployment rate is currently 8.2%, which has helped to create shoots of optimism among people hopeful for better times. The facts indicate that Ohio is in a very slow recovery that is still plagued by a lack of jobs that pay a living wage. Several months ago what has been called the great recession was declared to be officially ended by many economists. Yet, for people in Ohio who are unemployed, underemployed, have experienced dramatic declines in their home values, face foreclosure, have given back benefits and paid days, have foregone wage increases for years, and have been laid off, such declarations ring hollow.

The economy in Stark County is at best challenging for County agencies and the Stark County Commissioners who are ultimately responsible for providing vital services to the citizenry. The testimony of Alan Harold, Stark County Auditor, provided a sobering picture of the County's financial outlook for 2012. In an equal compelling manner the Union emphasized the sacrifices made by the bargaining unit during the last several years. Hopefully signs of recovery at the national and state level will bring about real economic improvements for the county.

CRITERIA

OHIO REVISED CODE

In the finding of fact, the Ohio Revised Code, Section 4117.14 (C) (4) (E) establishes the criteria to be considered for fact-finders. For the purposes of review, the criteria are as follows:

1. Past collective bargaining agreements
2. Comparisons
3. The interest and welfare of the public and the ability of the employer to finance the settlement.
4. The lawful authority of the employer
5. Any stipulations of the parties
6. Any other factors not itemized above, which are normally or traditionally used in disputes of this nature.

These criteria are limited in their utility, given the lack of statutory direction in assigning each relative weight. Nevertheless, they provide the basis upon which the following recommendations are made.

Current Language (see CBA)

Union's Position. The Union proposes that employees be permitted to use paid time off, including sick time, in lieu of a suspension without pay. However, the record of the suspension shall be maintained. The Union argues the suspensions are not common in the Department. (See Union Tab C.)

Employer's Position. Maintain current language. The Employer argues the Union's proposal, that includes the use of sick time, would violate the Ohio Revised Code and the Sheriff's policies. The Employer does concede that "...in rare instances it has permitted employees to use vacation, bonus or personal time in place of unpaid discipline" and that such an arrangement may be possible on a case by case basis, without additional contract language.

Discussion. The practice of allowing some employees to substitute in part or in full some of their suspension time is part of the parties' relationship history. It appears that language in the contract should, on a permissive basis, allow for such an outcome when it serves the interests of both parties.

Recommendation**Article 9, New Section 11**

SECTION 11. While preserving the rights of the parties in the foregoing provisions of this Article and in the Agreement, the Sheriff may at his discretion and with the agreement of the employee, allow for an unpaid suspension to be served in part or in full by a reduction in vacation, personal leave, or bonus time. Such accommodation only deals with how an unpaid suspension is served and in no way diminishes the level or the significance of discipline that is issued.

Current Language (see CBA)

Employer's Position. The Employer proposes to delete the Side Letter relating to layoffs, which it argues was only in effect for a limited period during the Agreement. The Employer further asserts that pages 17 and 18 of the current Agreement provide the Sheriff with complete discretion as to which job classifications will be affected by a layoff and the number of employees in those classifications who will be laid off. The Employer is also seeking to maintain consistent language across all bargaining units with relationship to this issue. Furthermore, the Sheriff argues it has to retain enough Road Deputies to maintain a rotation for purposes of County coverage. (See testimony of Chief Deputy Chris Perez).

Union's Position. The Union proposes the following:

To the extent possible considering the operational needs of the Employer, when laying off bargaining unit members assigned to the jail division, the Sheriff will not lay off a bargaining unit member instead of a member of another bargaining unit with less agency seniority.

The Union argues that the jail division has been affected by layoffs to a greater extent than other classifications. This concern was expressed in the Side Letter of Understanding. The Union asserts that thirty-nine (39) employees were laid off in December of 2010.

Discussion. While the fact finder understands the strong concerns of the bargaining unit with regard to layoffs, the Sheriff has and continues to face severe revenue shortfalls, as do many sheriffs' departments throughout the state of Ohio. These shortages often require a sheriff to have greater flexibility in determining staffing needs. It is a matter of balancing revenue shortfalls and with necessary coverage and it requires management to have the flexibility to do so. It is also clear from the facts that the Side Letter has served its contractual purpose and is no longer in effect.

Recommendation

The Side Letter of Understanding shall be removed from the Agreement and current language shall be maintained for Article 14.

Current Language (see CBA)

Employer's Position. Currently employee health care costs are four percent (4%) of the premium costs with a cap of \$50 for family and \$25 for single coverage. The Employer proposes to increase health care insurance employee premium costs to ten percent (10%) of the total cost, the same percentage being paid by non-union employees in the Sheriff's office, and the percentage established by the Stark County Board of Commissioners for 2011 and 2012. (See Employer Ex. G) The Employer points out that the "actual dollar amount paid by the employees in this unit has not increased since January 2008 for those employees enrolled in the Union insurance plan." Moreover, the Employer points out that the bargaining unit also pays less for the Union insurance coverage than any other employees of the Sheriff's office, Union or non-union. The Employer avers this "disparity is fundamentally unfair and has created difficulty in administering the same plan at varying costs," in spite of the fact that overall health care premium costs of have risen significantly in the past. (See Employer Ex. F) Finally, the Employer points out that the costs of the Union plan and the County plan are virtually the same.

Union's Position. The Union did not propose a change to this Article.

Discussion. When it comes to health care the parties should be on the same side. It is really a matter of the parties attempting to continue to provide affordable care in the face of an insurance industry that with some exceptions, continues to raise premium costs year after year. Fairness is a fundamental principle that helps the parties' work together in looking for ways to control rising costs. While the facts are clear that other employees are paying ten percent (10%) of the premium costs, the fact is employees in the bargaining unit are nowhere near paying this percentage. To suddenly jump by 6% in one year, while arguably fair in terms of what others pay, is not reasonable in terms of the shock to an individual employee's budget. A more incremental move to equity is common in bargaining and allows an employee to adjust to the costs. Moreover, it is also clear that other unions in the Department are not paying ten percent (10%) as of the date of the fact finding. While the fact finder understands the Sheriff's need to do more, or even the same with far less, it is also clear that in an atmosphere where employees are being asked to make substantial concession on many fronts (e.g. no pay raise in the last four (4) years), their ability to absorb them, while maintaining a sustainable standard of living needs to be taken into consideration.

Recommendation

ARTICLE 19

INSURANCE

SECTION 1. The Employer agrees to continue, for the life of this Agreement, the same insurance coverage as provided to all other County employees under the County's Group Insurance Plan.

If the Union chooses to and makes arrangements to present another option of insurance coverage to the Employees, provided the Employees qualify for such insurance coverage, Employees may choose this other option through a Stark County Sheriff group plan option. If the cost of the optional insurance exceeds the amount paid by the Employer or the County under the County's Group Insurance Plan, the Employee will pay the difference, which amount will be deducted each month from the Employee's payroll check.

Effective May 1, 2012, employees covered by the County's group health insurance plan with **single and family** coverage shall pay **six percent (6%)** of the premium costs.

Effective January 1, 2013, employees covered by the County's group health insurance plan with **single and family** coverage shall pay **eight percent (8%)** of the premium costs.

Effective January 1, 2014, employees covered by the County's group health insurance plan with single and family coverage shall pay ten percent (10%) of the premium costs.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 Plan if permitted by plan regulations. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive \$100.00 per month in lieu of participation in the Health Insurance Plan if permitted by plan regulations.

Issue 4 Article 20, HOURS OF WORK AND OVERTIME-SECTION 5

Current Language (see CBA)

Employer's Position. Maintain current language

Union's Position. The Union proposes to remove the following words from the Article:

“Upon the mutual consent of the employee and the Sheriff or his designee”.

The Union argues an employee should be able to select compensatory time off instead of overtime.

Discussion. Currently the granting of compensatory time off is by mutual agreement, which is typically how it is done in many public sector entities in Ohio. Given the reduction in force faced by the Sheriff in the recent past and currently, time off is an issue of great concern regarding staffing and safety for the community. The timing of the Union’s proposal in terms of current staffing levels, and in consideration of the current time off benefit existing in the Agreement, there is insufficient justification to make a change in current language. This is also a matter of future costs being incurred during a time of noteworthy economic challenge for the Department and for the County. Moreover, what the Union is proposing is inconsistent with internal comparable data. (See Employer Ex. H)

Recommendation

Maintain current language.

Issue 5	Article 21, HOLIDAYS-SECTION 4
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Current Language (see CBA)

Employer’s Position. Maintain current language. Chief Deputy McDonald testified regarding its need to maintain current language. He stated that the “Corrections Divisions, had to work (up and down) two housing sections and that this is clearly a budget issue.” He went on to assert that the Department put in for a budget annually, using a 5.2 shift relief factor, but it was never met by the Commissioners. McDonald stated that it would be desirable to have the appropriate number of people, but the budget does not permit it given the number of personnel and number of inmates or other work required in the Department. He stated, “We have to use what we have.” McDonald further testified that if a clerk or mechanic calls off “we have to do without, but with the classification of Dispatchers I have less choice because of the need to maintain sufficient coverage.” McDonald pointed out that “the use of overtime to fill is not common nor do we have money in budgets to do it.” He pointed out that other collective bargaining contracts in the Department do not contain minimums of this nature. Finally,

McDonald stated that the Sheriff's Department is constantly making its case to the County Commissioners regarding this issue.

Union's Position. The Union proposes the following new language to Section 4:

The Employer will employ a sufficient number of trained jail staff to insure adequate relief to cover absenteeism. The calculated shift relief factor utilized will be 1.7 per post of 5.1 per day. If a member from the bargaining unit is forced to work more than one regular area, that member will be compensated at a rate of pay one (1) and a half (1/2) for the duration of the coverage.

The Union maintains that the Sheriff is not adhering to his General Order of 2006 in terms of staffing.

Discussion. While the Union makes strong points in principle and in terms of policy, unfortunately the reality of the budget is the key to operating in compliance with recognized standards. While it is clear the Union will certainly raise this issue in future negotiations as a fundamental matter in concern to its membership, the financial realities currently in place do not justify a change in language.

Recommendation

Maintain current language.

Issue 6	Article 38, WAGES
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Current Language (see CBA)

Union's Position. The Union proposes a three (3) year contract with a three percent (3%) raise each year of the Agreement. The Union asserts that it has not had a raise in the past four (4) years, with no raise since January of 2007. It argues that during the last four years costs for its members have increased (e.g. gasoline and food) and that a raise is justified simply to provide family staples.

Employer's Position. The Employer proposes a one (1) year contract with a pay freeze during that year. The Employer argues that in November of 2011, the voters passed a .5% sales tax,

which was “specifically designated for criminal and administrative services.” (See Employer Pre-hearing Statement, p. 7) The Employer asserts that the County’s revenue is projected to be down for 2012, from 2011 levels, which were already less than in years past. And, the Sheriff’s budget was cut by sixteen percent (16%) in 2011, which resulted in the layoff of some forty (40) employees. (See testimony of Arnold Harold, Stark County Auditor, and Employer Ex. I) The Sheriff testified that in 2010 he had to review his budget and had to deal with layoffs. He asked the judges to “reduce the jail pop to 400 from close to 500 and then asked them to again lower the jail pop to 300, and again they did it, because of reduced employment levels. Yet, we still had to close areas and had to layoff forty-one (41) people.” The Sheriff emphasized that the Department and its employees had held many talks and when the one-half percent (½%) was passed, it was on the backs of these employees. After all was said and done, the “forty-one (41) people we had to lay off were gone and now it is necessary to hire some thirty-eight (38) people.” The Sheriff indicated that he hopes to hire nineteen (19) people by May, and the second 19 to be hired later. The Sheriff indicates that its position to keep wages frozen is aimed at concentrating on hiring new employees.

Discussion. The Employer makes a compelling case to maintain wages at current levels for the first year of the Agreement and for 2012, given the substantial effort by the County to simply pass a sales tax increase to maintain reasonable coverage in the Sheriff’s Department. The hiring of so many new employees does justify maintain wages for additional months. Moreover, the levy appeared to be a matter of necessity and not one that will place the county in a position of comfort in terms of revenue. Hopefully, prosperity will be derived by a more robust national and state economy that is sustained and not sporadic in its performance. The first quarter of 2012 has provided positive economic indicators, on both a national and state level. Yet, there is still considerable uncertainty in the economy at all levels, and while there is hope for a sustained recovery in the coming months, it appears that 2012 is year that will be challenging to all employers and employees in Stark County making it difficult to recommend a wage increase. However, it is also recognized that if wages remain frozen for the first year and one-half of this subsequent Agreement, the bargaining unit will have gone six (6) years without a wage increase, during a time when the cost of gasoline and food has risen. And, while it is recognized that financial uncertainty makes the Employer hesitant to make an ongoing financial commitment, a lump sum payment at the beginning of 2013 does not entail future financial obligations and it helps, in part, to offset common living expenses. The parties will hopefully be in a better position in the spring of 2013 to bargain over wages for the remaining year of the Agreement and will not be burdened by dealing with all contract issues year to year.

Recommendation

- **1st year maintain wages at current levels**
- **Effective January 1, 2013 each bargaining unit member shall receive a 1.0% (1.0% x current wage level) lump sum payment, while wages shall remain at current levels.**
- **3rd year wage reopener on Article 38 only for year three (3) of the Agreement.**

ARTICLE 38

WAGES

SECTION 1. The base hourly rate of each employee shall be as follows:

CORRECTIONS OFFICERS

2005	2006	2007	2008/2009/2010/2011/ 2012/2013*
\$18.50	\$19.06	\$19.63	\$20.22
\$17.57	\$18.10	\$18.64	\$19.20
\$16.69	\$17.19	\$17.71	\$18.24
\$15.85	\$16.33	\$16.82	\$17.32
\$15.06	\$15.51	\$15.98	\$16.46

MAINTENANCE & MECHANICS

2005	2006	2007	2008/2009/2010/2011/ 2012/2013*
\$16.50	\$17.00	\$17.51	\$18.04
\$15.65	\$16.12	\$16.60	\$17.10
\$14.88	\$15.33	\$15.79	\$16.26
\$14.13	\$14.55	\$14.99	\$15.44
\$13.42	\$13.82	\$14.23	\$14.66

CLERKS

2005	2006	2007	2008/2009/2010/2011/ 2012/2013*
\$11.96	\$12.32	\$12.69	\$13.07
\$11.35	\$11.69	\$12.04	\$12.40
\$10.77	\$11.09	\$11.42	\$11.76
\$10.24	\$10.55	\$10.87	\$11.20
\$9.71	\$10.00	\$10.30	\$10.61

COMMUNICATION TECHNICIANS

2005	2006	2007	2008/2009/2010/2011/ 2012/2013*
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\$16.97	\$17.48	\$18.00	\$18.54
\$16.13	\$16.61	\$17.11	\$17.62
\$15.32	\$15.78	\$16.25	\$16.74
\$14.54	\$14.98	\$15.43	\$15.89
\$13.81	\$14.22	\$14.65	\$15.09

***Subject to re-opener negotiations for year three (3) of the Agreement**

Bargaining unit members shall continue to progress upward through the step increase procedure until all members reach the top step.

Employees will be placed in steps corresponding to their wage rate as set forth in the current step column. Annually thereafter, they would go up one step each-year until reaching the top step.

SECTION 2. Any newly hired employee whose position requires State Certification, shall initially be paid ten percent (10%) less than the lowest Step of the pay scale of the newly hired employee’s classification. Upon successful completion of any required training, the employee shall be advanced to the lowest pay Step for the classification he/she was hired to fill.

SECTION 3. Employees who are promoted shall be placed in the appropriate pay range for his/her new classification and at a Step which would give him/her an increase in pay. The employee who is demoted shall be placed in the appropriate pay range for his/her new classification, and at a Step which would provide the least decrease in pay.

SECTION 4. Employees who have completed four (4) but less than fifteen (15) years of service by December 31st of the appropriate year shall be paid longevity pay of two percent (2%) of the employee’s base pay. Employees who have completed fifteen (15) but less than twenty (20) years or more of service by December 31st of the appropriate year, shall be paid longevity pay of three percent (3%) of the employee’s base pay. Employees who have completed twenty (20) years or more of service by December 31st of the appropriate year, shall be paid longevity pay of four percent (4%) of the employee’s base pay. Such payment shall be made in the last pay of December in the year in which longevity is earned.

SECTION 5. In the event the employee retires or resigns prior to his anniversary date; he/she shall receive an appropriate portion of such longevity pay. There shall be no proportion or pro rata payment of longevity pay in the event of loss of seniority for any reason other than retirement or resignation.

Issue 7	Article 40, EDUCATION AND TRAINING REIMBURSEMENT-SECTION 3
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Current Language (see CBA)

Union’s Position. The Union proposes to add the following language to the Article:

Each employee of the bargaining unit will be rewarded a training pay bonus of five hundred (\$500) dollars. For the mandated training each staff member is mandated each year. If no training is received the pay shall still be paid by the Employer.

The Union argues that other bargaining units receive bonus pay for things like firearm proficiency and it is only reasonable that the bargaining unit receive pay for additional training.

Employer’s Position. Chief Perez testified that with rare exceptions (e.g. mechanic) few bargaining unit members currently receive additional training. He also stated that the firearm bonus was put into place by him to create a separation between a Deputy and Corrections Officer. He emphasized that Deputies must meet the OPTA standards each year, which drives the need for some refresher training.

Discussion. There is insufficient data to justify an additional monetary benefit.

Recommendation

Maintain current language.

Issue 8	Article 47, DURATION
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Current Language (see CBA)

Union’s Position. The Union proposes a three (3) year agreement.

Employer’s Position. The Employer proposes a one (1) year agreement, given the financial uncertainty of the county.

Discussion. A three (3) year agreement provides financial stability for the bargaining unit and with a reopener on Article 38, provides the parties with a reasonable opportunity to negotiate wage rates for the remainder of the Agreement.

Recommendation

ARTICLE 47

DURATION OF AGREEMENT

SECTION 1. This agreement shall be effective as of July 1, **2011** and shall remain in full force and effect until June 30, **2014**, its termination date.

SECTION 2. If either party desires to modify, amend, or renegotiate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, nor later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. **In accordance with the provisions contained herein, the parties agree to reopen negotiations on Article 38 for year three (3) of the Agreement.**

SECTION 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Issue 9	New Article, CHECK OFF
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Employer's Position. Maintain current language

Union's Position. The Union proposed additional language to establish a fair share fee:

(1) Check off – New Article

.01 Upon the effective date of this Agreement, or within thirty (30) days thereafter, all employees in the bargaining unit shall either become dues-paying members of the Union, or,

as a condition of continued employment, remit to the Union, a fair share fee, to be determined by the Union in accord with the provisions of Ohio Revised Code Section 4117.09(C).

.02 Any newly-hired employee in the bargaining unit shall, within sixty (60) days of employment, either elect to become a member of the Union or remit the fair share fee.

.03 As provided in Ohio Revised Code Section 4117.09(c), nothing in this Article shall be deemed to require any employee to become a member of Union.

.04 The Employer agrees to deduct Union dues from any Union member of the bargaining unit who provides written authorization for a payroll dues deduction. Fair share fees shall be deducted pursuant to Ohio Revised Code Section 4117.09(C) and the Union shall indemnify the Employer and hold it harmless against any and all claims, demands, suits, or other liability that may arise by reason of any action of the Employer in complying with the provisions of this Article.

.05 Deductions for dues and fair share fees will be made and paid monthly to the F.O.P., O.L.C., 222 East Town Street, Columbus, Ohio 43215 or other such address as set by the F.O.P., O.L.C. from time to time.

Discussion. The parties have polar opposite views on the issue of the representation/fair share fee. The Employer's position on this matter is the same position it has held for several years. The Employer argues it will not agree to impose upon the bargaining unit a fair share fee via negotiations. In contrast, during several rounds of negotiations on behalf of the bargaining unit, the FOP has apparently argued that it is a fundamental matter of fairness for all bargaining unit members to equally share in the cost of representation.

The Employer's position in this matter is clearly a minority one when one considers the percentage of public and private sector employers in northern Ohio who have agreed to fair share provisions in their agreements (See SERB data). It argues that the Union's inclusion of a fair share fee conflicts with Article 5 of the Agreement and contains legal pitfalls. And, the Employer's position that a representation fee should not be imposed by them or by an agreement with the FOP is one that has been historically consistent. However, the FOP provides a compelling argument that the cost of representation should be shared by all who benefit from the process and that dozens of examples of fair share provisions can be found in the public sector in northern Ohio alone, and there have not been any significant legal problems resulting from these provisions. In the words of the Union's representative, "Why should those that pay nothing benefit from representation that is paid for by others?"

Recommendation

I believe no amount of data, legal argumentation, or rhetoric will move either party from their stated views on this issue. Therefore, the only reasonable approach to end this age-old debate is to remove the decision from the parties and place it directly in the hands of those who are impacted. Therefore, I recommend that the bargaining unit shall be polled and will thereby have the opportunity to freely decide upon the issue of a representation fee, within sixty (60) calendar days following ratification of the Agreement. The voting date, polling procedures, and ballot design shall be formulated by an equal amount of representatives from the Employer and the Union and shall include a representative from the FOP, OLC, Inc. If necessary, the parties can decide to have a mutually agreed upon third party to oversee the vote to assure its objectivity. Voting procedures shall follow the same tried and true terms that exist in most elections in the country. If a simple majority of those bargaining unit members who cast a vote, vote for the inclusion of a fair share in the Agreement, then said provision, as stated in the FOP's pre-hearing statement, shall be included and shall become effective within thirty (30) calendar days following the election. If a simple majority of those bargaining unit members who cast a vote, vote no on the inclusion of a fair share fee, then no additional language regarding fair share fee shall be included in the new Agreement.

TENTATIVE AGREEMENT

During negotiations and during and following impasse proceedings, the parties reached tentative agreements on several issues. These tentative agreements, and any unchanged current language are part of the determinations/recommendations for a successor Collective Bargaining Agreement contained in this report.

The fact finder respectfully submits the above recommendations to the parties this _____ day of April 2012 in Portage County, Ohio.

Robert G. Stein, Fact finder