

STATE EMPLOYMENT RELATIONS BOARD  
COLUMBUS, OHIO

STATE EMPLOYMENT  
RELATIONS BOARD

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IN THE MATTER OF FACT FINDING :

BETWEEN :

FRANKLIN COUNTY  
SHERIFF'S OFFICE :

REPORT OF THE FACT FINDER

- AND- :

FRATERNAL ORDER OF POLICE  
CAPITAL CITY LODGE NO. 9 :

BOTH OF COLUMBUS, OHIO :

SERB CASE NUMBERS: 98-MED-07-0659; and, 98-MED-07-0660

BARGAINING UNIT: Non-supervisory Deputies below the rank of Corporal; and, supervisory Deputies of the rank of Corporal, Sergeant, and Lieutenant. Otherwise known as the "Deputy Unit" and the "Supervisor Unit."

MEDIATION SESSIONS: March 23; March 24; April 23; May 4; and, May 17, 1999; Columbus, Ohio.

FACT FINDING PROCEEDING: June 10, 1999; Columbus, Ohio.

FACT FINDER: David W. Stanton, Esq.

APPEARANCES:

FOR THE EMPLOYER

Robert D. Weisman, Attorney  
Patrick A. Devine, Attorney  
Patrick F. Garrity, Director, Finance/Personnel  
Mark J. Barret, Chief Deputy  
Gil Jones, Chief Deputy  
Barry Burton, Finance Director

FOR THE UNION

Russell E. Carnahan, Attorney  
John V. Phillips, Deputy  
Valeria A. Terry, Deputy  
Shawn Bain, Deputy  
Everett Hall, Jr., Deputy  
David Conley, Deputy  
Todd Tallman, Deputy  
David Oyer, Deputy

## **ADMINISTRATION**

By communication dated September 16, 1998, from Robert D. Weisman, counsel for the Employer, 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. This impasse resulted after numerous attempts to negotiate a successor Collective Bargaining Agreement proved unsuccessful. The Parties met on numerous occasions prior to the Fact Finder's involvement, both as a Mediator and as a Fact Finder, under the statutory process. The Fact Finder met with the Parties on March 23, March 24, April 23, May 4, May 17, 1999, where mediation was engaged in and proved very beneficial. The issues that are of the subject of this Report as will be addressed hereunder, were the subject of the Fact Finding proceeding which commenced on June 10, 1999. The Parties began this proceeding at approximately 10:00 a.m. and concluded at approximately 3:00 p.m. that afternoon. During the course thereof, each Party was afforded a fair and adequate opportunity to present testimonial and/or documentary evidence supportive of positions advanced. The Fact Finder offered that the Parties could provide a written summation at the conclusion of the Fact Finding proceeding which was declined. It was apparent throughout the course of these mediation sessions as well as the Fact Finding proceeding, that the Parties had engaged in good faith bargaining throughout the course thereof and following the Fact Finding proceeding were successful in resolving yet two additional issues that will be identified *infra*. The evidentiary record of this proceeding was subsequently closed at the conclusion of the Fact Finding proceeding and those issues that remain at impasse are the subject matter for the issuance of this Report hereunder.

The following findings and recommendations, are hereby offered for consideration by these Parties and 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 which recognizes certain criteria for consideration herein 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 interest and welfare of the Public and the ability of the Public Employer to finance and administer the issues proposed and the affect 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 Public Service or in private employment.

**I. THE BARGAINING UNIT DEFINED; ITS DUTIES AND RESPONSIBILITIES TO THE COMMUNITY; AND, GENERAL BACKGROUND CONSIDERATIONS**

The Collective Bargaining Agreement between the Fraternal Order of Police, Capital City Lodge No. 9, hereinafter referred to as the "Union" and/or the "FOP" and the Franklin County Sheriff's Office, hereinafter referred to as the "Employer" expired on October 24, 1998. It was stipulated to by the Parties that it would apply retroactivity to the relevant wage issues that remained at impasse. As indicated by the Parties, negotiations began on August 4, 1998 wherein the Parties' have engaged in over thirty (30) negotiations sessions involving participation and assistance with a Mediator from the State Employment Relations Board and those previously indicated with the assistance of the Fact Finder in this aspect of the statutory process.

The Bargaining Unit involved in this matter have been represented by the FOP Capital City Lodge for more than twenty (20) years which predates the revised Code Section Chapter 4117. These Bargaining Units consist of approximately 500 non-supervisory Deputies below the rank of Corporal which will be identified herein as the "Deputy Unit" and approximately 90

supervisory Deputies of the rank of Corporal, Sergeant, and Lieutenant, otherwise known as the "Supervisors Unit". Those included within the Deputy Unit are all full-time, sworn, uniformed Deputies of the Franklin County Sheriff's Office below the rank of Corporal. Excluded therefrom are all full-time, sworn, uniformed Deputies of the rank of Corporal or above, the Sheriff, and all non-uniformed employees of the Franklin County Sheriff's Office, all fiduciary appointments made by the Sheriff pursuant to Revised Code 124.11 (a)(9) and "confidential employees" as defined by the Revised Code 4117.01 (5).

The Supervisors Unit includes all full-time, sworn, uniformed Deputies of the Franklin County Sheriff's Office of the rank of Corporal, Sergeant, and Lieutenant. Excluded therefrom are all full-time, sworn, uniformed Deputies of the Franklin County Sheriff's Office below the rank of Corporal, the Sheriff, Chief Deputy, Colonel, and Major, and all non-uniformed employees of the Franklin County Sheriff's Office, all fiduciary appointments made by the Sheriff pursuant to Revised Code 124.11 Paragraph A, Sub-Paragraph 9 and "confidential employees" as defined by Revised Code Section 4117.01 (5).

As characterized by these Parties, they enjoy a "mature" Collective Bargaining relationship that predates Revised Code Chapter 4117. During the course of negotiations for the Successor Collective Bargaining Agreement, these Parties were and have been successful engaging in multi-unit Collective Bargaining concerning this multi-unit Collective Bargaining Agreement. Of the 26 Articles contained in the Predecessor Collective Bargaining Agreement, the Parties have reached tentative agreement with respect to 21 Articles.

The majority of this Bargaining Unit serves in the jail facility staffed and maintained by the Sheriff's Office in the capacity known in other jurisdictions as "Corrections Officers." By way of background, individuals that are hired become Deputies and are assigned to Corrections where they will generally serve for approximately 10 (ten) years before acquiring enough seniority to transfer to what was characterized as "more desirable assignments" in Patrol or other Law Enforcement Units within the Sheriff's Office. While the Sheriff's Office does not actually compete with other municipalities for Law Enforcement Officers those Deputies who do not

wish to work in Corrections for any significant length of time, may opt to leave to work as a Police Officer in a nearby municipality. In fact, Deputies in the Patrol or Investigation Units usually do not leave the employment relationship to pursue a career as a municipal Police Officer. As will be discussed more fully *infra*, these Deputies receive a very attractive economic package including health insurance, longevity pay, personal leave, injury leave, bereavement leave, steps in the wage pay, time donation program, vacation incentives and vacation and personal day pay-out opportunities.

As previously discussed, several issues remain at impasse between these Parties. They are listed and addressed as follows, and will be discussed more fully herein below where the Fact Finder will state the respective positions of the Parties, as well as indicate a recommendation with a rationale therefor.

The Fact Finder is required to consider comparable employee units with regard to their overall make-up and services provided to the members of the respective community. Both Parties have relied upon comparable data relative to other municipalities and jurisdictions concerning comparable work provided by these Bargaining Units and as is typically apparent, there is no "on-point comparison" relative to this type of facility. Whatever similarities may exist must be taken into consideration by the Fact Finder based on the above-noted statutory criteria. It is, and has been, the position of this Fact Finder that the Party proposing any deviation or deletion of the current language or of the status quo, bears the burden of proof and persuasion to compel the change proposed. Failure to meet that burden will result in a recommendation that the Parties' maintain the status quo practice or current language. Based upon the aforementioned considerations, the following issues remain at impasse between these Parties:

### **I. ARTICLE 3 - LODGE SECURITY**

1. Full-time Grievance chair.
2. Composition of Negotiations Committee.
3. Release time for negotiations - "full day" for each day of negotiations.

4. Ninety-six (96) hours release time for Bargaining Committee Members.
5. Release time Members elected or appointed to Lodge positions.

### **FOP POSITION**

Except for the Sheriff's proposal to revise Section 3.7 requiring representatives of the FOP Lodge to obtain prior approval of the Sheriff before transacting Lodge business at worksites of the Sheriff's Office, each of these proposals contained in this Article are made by the FOP.

The Parties have agreed to modify Sections 3.2 (e) and 3.4 and to incorporate into this Article Sections 3.14 and 3.15 which were moved from Article 12 of the Predecessor Agreement.

The FOP seeks to increase the amount of release time for the Grievance Chairman who currently is released from regular duty for sixteen (16) hours per week. The FOP seeks to increase this time to an average of approximately thirty-six (36) hours per week, i.e., which would equate to full-time release less sixteen (16) hours per month for mandatory training. It makes its proposal based on the size of the Bargaining Unit, the workload of the Grievance Chairman, and the large number of Grievances and Arbitrations that have occurred over the life of the Predecessor Agreement. It also seeks to improve labor relations by fostering more frequent and effective communication between the FOP and the Sheriff's Office. It is the second largest group represented by the Capital City Lodge, and will only increase over the life of the Successor Agreement. The number of Grievances and Arbitration's in the Sheriff's Office has far exceeded all of the Units including the Columbus Police Department which employees approximately 1,790 members. It notes that that contract with the FOP provides for full-time release for two members with additional release time on an "as needed" basis from a "time bank" provided by the Bargaining Unit Members. At present, the total release time to the Columbus Police Department Lodge Representatives equates to 160 hours per week, or 4.65 hours per Member per year. The FOP proposal for the FCSO Contract of thirty-six (36) hours of release time per week would equate to approximately 2.88 hours of release time per Member per year which is an increase of only 1.6 hours per Member per year.

Additionally, the FOP seeks to delete the requirement that its Negotiations Committee be comprised of three (3) Members from the Non-supervisory Unit and three (3) Members from the Supervisory Unit. Such would allow the Lodge greater flexibility and discretion when selecting its Negotiation Committee, and would have no effect on the Sheriff. It would permit the Lodge to balance its Committee in a manner it deems appropriate.

The FOP also seeks to amend Section 3.11 (B) to reflect current practice as it perceives it of permitting the Negotiations Committee Members to be released for a full day for each day of negotiations.

The FOP also seeks to add a paragraph to reflect the practice of affording the Negotiation Committee release time to prepare for contract negotiations. It seeks ninety-six (96) hours of release/preparation time for each Committee Member which is the amount of time that was granted to the Committee prior to the commencement of these negotiations. Under this practice, the total time afforded for pre-negotiations preparation, i.e., 576 total hours, is reasonable and clearly not excessive. It notes that the Columbus contract provides 5,000 hours pre-negotiations release time for its Negotiations Committee.

Finally, the FOP seeks to combine Section 3.13, "Lodge Official" Section of the Contract with the current 3.14 which both govern release time for Members who are elected or appointed to Lodge positions. Release time currently is available for Bargaining Unit Members who are elected to the Executive Board of Capital City Lodge No. 9, and to the Member who holds the highest ranking position with the Lodge. It seeks to clarify that all Members elected to Local, State or National Lodge positions, will be granted sufficient release time to attend to their duties in such elected offices. Currently, Members from the Franklin County Sheriff's Office are reluctant to seek State or National Lodge office due to the lack of sufficient release time. In this regard, this proposal would alleviate that problem and its practical effect on the Sheriff's Office would be minimal because it is very difficult for a Member from the Sheriff's Office to garner sufficient votes to be elected to such an FOP position.

### **EMPLOYER POSITION**

The Employer takes the position that a full-time Grievance Chair position is neither necessary or economically appropriate. The Grievance Chairperson currently is released from regular assignment and paid by the Sheriff to perform a minimum of sixteen (16) hours per week for Lodge related duties. Such equates to 832 hours per year paid by the taxpayer for Union activity. Such is 432 hours more than is provided by the City of Columbus Police Department which is a substantially larger Unit than the Sheriff's. The Grievance Chair has sixteen (16) Grievance Representatives spread throughout both Units assisting in the maintenance of the Contract. While the Sheriff intends to hire approximately forty (40) new Deputies this year, the resulting 7% increase in Unit membership does not justify the FOP proposal of 120% increase in paid release time for the Grievance Chair. The full-time Grievance Chair would require the Sheriff to incur the costs of hiring a full-time person to perform the former duties left vacant by the full-time Grievance Chair. It submits that no other Sheriff's Department within the State of Ohio has a full-time Grievance Chair and that the City of Columbus Police Department funds a comparable position primarily from a significant contribution of each FOP Member to a time bank to release the Grievance Chair from his regular duties.

The Sheriff proposes a new Sub-paragraph B of Section 3.11 that would allow Committee Members forty (40) hours time off in the aggregate to prepare for negotiations. In addition for each scheduled negotiation session, the Committee Members would be carried on "special assignment" for the actual time spent in the negotiations not to exceed eight (8) hours per day, in addition to two (2) hours of special assignment per negotiation session. It notes that the Union seeks to have the negotiation Committee Members carried on special assignment for each negotiation session for a full work day even if the duration of that session is less than eight (8) hours. Moreover, beginning April 15 through July 2001, each Committee Member would be placed on special assignment for a total of ninety-six (96) hours solely for preparation of negotiations. These proposals in Sections 3.10 and 3.11 are unprecedented and without support in that no Law Enforcement Agency for either this jurisdiction or in any other within the State of

Ohio has similar contractual provisions. It contends that it is not the responsibility of tax payers to fund the time Union Representatives spend preparing for negotiations.

The Sheriff proposes to revise Section 3.7 to require Representatives of the Union to obtain prior approval from the Sheriff before transacting Lodge business at worksites of the Franklin County Sheriff's Office. This proposed revision has not received much resistance from the Union throughout these negotiations, and is reasonable and necessary modification to ensure that County facilities are properly utilized with minimal disruption to the Sheriff's operations. Such is also intended to avoid the ambush of the "media circus" that has, and can, occur when Lodge officials decide to make unannounced appearances at the jail or at the Sheriff's Office.

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#### **RECOMMENDATION AND RATIONALE**

Initially the Sheriff proposes to revise Section 3.7 to require some notification and prior approval by the Sheriff of the Lodge Representatives before transacting Lodge business at various worksites. As indicated by the Parties, this provision has been subject to a settlement of an Unfair Labor Practice charge which addressed the Lodge representatives' ability to conduct Lodge business. With regard to the Sheriff's proposal requiring some notification, the Fact Finder is of the opinion that such can be accomplished by retaining current language with the following inserted therein. As such, it is recommended the Parties adopt the following language concerning Section 3.7, titled "Lodge Business" and retaining current language with the following modification:

Representatives of the Lodge shall, with prior notice to the Sheriff, be permitted to transact official Lodge business at employer worksites at all reasonable times...

Indeed, in the opinion of the Fact Finder, such would not impinge upon the Union's duty to fairly represent its Members, but simply to place the Sheriff on notice that Union business would be conducted at a certain worksite. Such would seem reasonable and, as a matter of courtesy, that would not impinge upon the duties, and/or obligations to discharge its responsibilities to its membership to require that some type of notification be provided when

transacting Lodge business. It is clear that given the Parties history relative to this provision that current language with the modification as recommended herein and above would address both Parties' concerns relative thereto.

With respect to the full-time Grievance chair proposal of the FOP, it is recommended that the Parties adopt the concept of utilizing a "full-time Grievance Chair" and that it be consistent with the plan currently in place within the Columbus Police Department, i.e., the system utilized for a one (1) individual as a Grievance Chair person processing Grievances, etc., and that the Bargaining Unit Members contribute 1.75 hours of Vacation time to fund that not covered by the Sheriff's contribution for the full-time Grievance Chair position. As is indicated, in Paragraph B of Section 3.10, the Sheriff currently provides sixteen (16) hours per week to allow the Grievance/Liaison Chairman to conduct Lodge business. Such obligation shall continue relative to the Sheriff's contribution of sixteen (16) hours per week. Any excess contributed by the employee's contribution of 1.75 hours taken from their vacation bank shall be continued in the "Grievance/Liaison Chairman Bank" for subsequent utilization. With a Bargaining Unit of this size, it is quite possible that a fluctuation in membership may occur and, if so, that bank can address whatever fluctuation, if any, that may occur. Such would allow these Bargaining Units the opportunity to implement a similar practice that would allow the Grievance Chair to address the ongoing duties of these Bargaining Units as well as those responsibilities involving the numerous Grievances and Arbitrations that arise in order for the Union to discharge its duty of fair representation.

It is also recommended that the Parties adopt the FOP proposal concerning Section 3.11, Paragraph A regarding the composition of its Negotiations Committee. The Union is obviously in the best position to determine the make-up of its Negotiations Committee with regard to the two units involved. Moreover, it would not be strapped into placing individuals or having to comprise a certain representative number of individuals that may not be workable given the availability and willingness of those members within the two (2) Units to participate. As is evident and as these members will attest to, the negotiations process is a grueling and time

consuming one, and, only committed members are worthy of a selection to such a committee that has a great deal of authority during this process. In this regard, it is most beneficial that the FOP have the flexibility to comprise its committee for negotiation purposes as it deems appropriate.

With respect to the release time for the Negotiations Committee Members, it is hereby recommended that the Parties maintain current language which is the length of the session plus two (2) hours. In this regard, it would not require that the Employer pay the costs for the entire day when only a portion thereof would be utilized. While the Fact Finder recognizes that this may complicate staffing concerns of the Employer, it is something that must be addressed by the respective staffing individuals when addressing this concern.

It is recommended that the Parties adopt the FOP proposal reflecting what was characterized as “the practice” of affording the Negotiations Committee release time to prepare for contract negotiations in the amount of ninety-six (96) hours for each Committee Member. It was apparent during the course of both Mediation and at the Fact Finding Proceeding that such was granted to the Committee prior to the commencement of these negotiations. Therefore, it is hereby recommended.

It is recommended that the Parties adopt the FOP proposal combining Section 3.13 with current Section 3.14 that governs release time for members who were elected or appointed to Lodge positions. Such would clarify that all members elected to Local, State, or National Lodge positions be granted sufficient release time to attend duties in those elected offices. Moreover, it would remove some reluctance to seek such office for fear that the interested member may lose time necessary for such a position. Therefore, it is hereby recommended that the Parties adopt this proposal of the FOP.

**II. ARTICLE 14 - PAY PLAN  
SECTIONS 14.1 A, B, C, AND D - PAY RANGES AND  
RATES - RANK DIFFERENTIAL**

**FOP POSITION**

The FOP seeks pay increases for all steps of the Non-supervisory Bargaining Unit of 5.5% for the 1998-1999 Agreement year, 5% for the 1999-2000 Contract year, and 5% for the 2000-2001 Contract year. It also seeks an increase in Rank Differential between Deputy and Corporal from 7% currently to 10% with the Rank Differential between Sergeant and Lieutenant decreasing from 13% to 12% to address the position of the Employer. The FOP contends that the increases are indeed necessary to prevent what it characterizes as continued decline of wages in comparison to other Franklin County Law Enforcement Agencies. It notes it currently ranks 14 out of 19 Franklin County agencies which represents a decline from 11th overall in the past six years. It notes that the only agencies ranked below this employer are small city and township police departments which, as it notes, received significant increases in recent contracts. Of those contracts, wages have been increased for 1998 ranging from 4.2% to 6.5% with an average of 5.04%; increases in 1999 range from 4% to 7% with an average of 5.34%. In this regard, its proposal would merely bring FCSO wages slightly back toward what it characterizes as the "middle of the pack." Without these increases, it would again lose ground to all but the smallest two agencies in the County by the expiration of this Successor Collective Bargaining Agreement. All other agencies with wages that rank higher than the FCSO are receiving annual wage increases of at least 4% over the next several years. 1998 increases of those departments ranged from 4% to 6.26%, the average being 4.64%; and in 1999, increases have ranged from 4% to 8.5% with an average of 4.89%.

To refute the Employer's argument that a large percentage of Bargaining Unit Members assigned to the Corrections Divisions are compensated at a higher rate than "Corrections Officers" employed elsewhere in the state of Ohio, it contends that such does not in anyway warrant any reduction of the percentage increase that should be granted. These individuals are

not Corrections Officers, they are Deputy Sheriffs who have greater responsibility and authority than that afforded to Corrections Officers within the state. This organizational structure was adopted and always been utilized by the county and the Sheriff's Office, and many benefits of employing a large pool of Deputies have been realized. Additionally, the number of Deputies assigned to the Corrections Division who are at the top pay step, represent a clear minority of the Bargaining Unit. Out of nearly 600 current Unit Members, approximately 200 or 33% are at the top pay scale and assigned to a position in the jail or Corrections Division. This will decrease over the next contract year as approximately 70 new Deputies will be hired. As Deputies obtain greater seniority, most transfer out of the jail into other assignments in other Divisions. Currently there are approximately 50 Deputies or 8.3% of the Bargaining Unit, who have more than ten (10) years of continuous service. At the end of the next contract year, the number of Deputies with more than ten (10) years continuous service who are assigned to the jail, may only comprise 7.5% of the Bargaining Unit. At the end of the current contract year, there will be approximately 170 Deputies employed in the jail who are below the top pay step. Insofar as the rates of pay for those Deputies are well within the range of pay for "Corrections Officers" around the State of Ohio, the County simply cannot argue that all Deputies employed in the Corrections Division receive pay in excess of other Counties Corrections Officers.

### **RANK DIFFERENTIAL**

The FOP seeks an increase in Rank Differential between the Deputy and Corporal position and deems such necessary and a key component to encourage additional Deputies to apply for and accept promotions to that rank. It notes that the Employer has had great difficulty in attracting experienced Deputies to accept promotions to the rank of Corporal and it has had Corporals voluntarily resign their rank. An increase in this differential in the Corporals wage is a key component in any effort to bring more knowledgeable and experienced Deputies into the supervisory ranks. Presently the 7% Rank Differential between the Deputy and Corporal is by far the lowest differential between officers and entry level supervision among Law Enforcement Agencies in Franklin County. It notes that in 1998, the lowest such Rank Differential for other

agencies was 12.1% with the highest being 18%. It argues that by increasing the Corporal Rank Differential to 10% and reducing the Lieutenant Rank Differential to 12%, the wage rates for Corporal will be more competitive with entry level supervision in other Franklin County Law Enforcement Agencies, and all of the wage rates in the supervisory Bargaining Unit will remain within the range of other Franklin County Law Enforcement Agencies.

#### **SERVICE CREDIT (LONGEVITY)**

The FOP proposes an increase in Service Credit otherwise known as "Longevity," for eleven (11) years continuous service and every year of service thereafter to be increased from \$75.00 to \$125.00. Such is targeted only at members with more than eleven (11) years continuous service and will help to alleviate the discrepancy between the County's top pay step and the top step of other Law Enforcement Agencies within Franklin County. Even with the increases it proposes in the base wage structure, the top step in the year 2000 still would rank 14 out of 19 Franklin County agencies. As such, this reasonable proposed increase in Longevity for Unit Members with more than eleven (11) years continuous service, would only allow the FCSO income to keep pace with the wages of other agencies. At the end of this contract year, only approximately 50 Deputies or 7.5% of the Bargaining Unit, will have more than ten (10) years of continuous service and be assigned to the jail. In this regard, an increase in Longevity for Members with more than eleven (11) years service, will primarily benefit Members who are assigned outside of the jail.

#### **EMPLOYER CONTENTIONS**

The Employer proposed a wage plan that would distinguish Bargaining Unit Members who were hired before January 1, 1999 and gave those hired prior to that time, greater increases at the top of the pay range where at least 35% of the Members currently are positioned. It notes that the FOP rejected this proposal and therefore, it proposes a 1.5% across the board increase in each year of the three year contract, and, as such, it would depart from the proposal to bifurcate the Unit. It argues that the increases sought by the Union in excess of 5% are certainly unjustified under any circumstances and particularly where the Deputies in Corrections are

overpaid in relation to other Corrections Officers. During the first quarter of 1999, increases only averaged 3% which is far below that sought by the FOP. That 3% took into account all wage earners unlike those Deputies working in the jail who are being overpaid based on the comparables presented.

It contends that it is indeed unrealistic to expect the County to continue to perpetuate the excessive overpayment made to Deputies working in the Corrections facilities in view of the comparables. Because of the FOP's unwillingness to bifurcate the positions for purposes of wage considerations, the Deputies in Corrections are not entitled to expect the continuation of receiving huge overcompensation in relation to other jurisdictions where Corrections Officers are employed. Generally all new Deputies start in one of the jail facilities and usually remain in such location for an average of ten (10) years before reaching sufficient seniority to transfer to another Division.

#### **RANK DIFFERENTIAL**

The Employer notes that the Rank Differential under the current Collective Bargaining Agreement is as follows:

From Deputy to Corporal equals a 7% differential;

From Corporal to Sergeant equals a 10% differential;

From Sergeant to Lieutenant equals a 13% differential.

The Sheriff proposes to increase the Deputy to Corporal Rank differential to 7.5% and decrease the Corporal to Sergeant differential to 9.5%. The Sergeant/Lieutenant Rank Differential would remain intact. Its proposal recognizes that by increasing the Deputy to Corporal differential, there may be less reluctance by qualified Deputies to take the Corporals promotion examination. It notes that the FOP has indicated an interest in increasing this differential between the Deputy and Corporal rank and the Sheriff's proposal accomplishes this without increasing the overall range in view of the high level of compensation, based on the comparables, the Sergeants and Lieutenant already receive. If the FOP proposal to raise the Rank Differential were granted, Bargaining Unit Members would earn more than their superiors

including Majors and Chiefs. In this regard, such is untenable and unrealistic. Based on other jurisdictions, percentage increases should be far less to offset the excessive level of compensation received by those working in the jails based on the review of the comparables in the Sheriff Departments serving other large metropolitan counties.

**SERVICE CREDIT (LONGEVITY)**

The Employer notes that under the current Agreement, it pays \$375.00 each year after five (5) years of continuous service and \$75.00 is added for each year of additional service. Its proposal for the Successor Collective Bargaining Agreement addresses the following changes to the Service Credit Plan:

Five to nine years continuous service	\$ 375.00 each year
Ten to fourteen years continuous service	\$ 750.00 each year
Fifteen to nineteen years continuous service	\$1,125.00 each year
Twenty or more years continuous service	\$1,500.00 each year

In this regard, it notes that its proposal is higher than payments received in comparable County Sheriff's Offices.

**RECOMMENDATIONS AND RATIONALE**

Based on the aforementioned proposals, the positions taken by each Party during the course of Mediation and Fact Finding, the comparable data provided by each respective representative relative to the economic packages proposed, it is hereby recommended that the Parties adopt the following recommendations relative to Wage Increases, Rank Differential, and Service Credit (longevity) as follows:

**WAGE INCREASES**

Year One Wage Increase:	4%
Year Two Wage Increase:	3.5%
Year Three Wage Increase:	3.5%

## **RANK DIFFERENTIALS**

The Rank Differential would remain current language except reflecting that differentials be modified in the following fashion:

From Deputy to Corporal: 9% rank differential  
From Corporal to Sergeant: 9% rank differential  
From Sergeant to Lieutenant: 12% rank differential

## **LONGEVITY**

It is recommended that the Parties maintain the current Collective Bargaining language except that for year 11 and beyond. A Bargaining Unit Member within that range of continuous service would receive a \$25.00 increase to the Longevity payout for year one, increasing that benefit to \$100.00; and that amount be increased by \$10.00 to \$110.00 for year two; and, with no increase to the year two amount for year three.

As the Record demonstrates, the Deputies under this Collective Bargaining Agreement, are paid under a Four Step Plan, and they receive a sizable percentage increase between each step thereof. There is a 12-month service period before moving to the next step, and after one year a Deputy will receive an automatic 12% increase in addition to across-the-board increases that may be available. The next step increase equates to approximately 13% and the final step at a level of approximately 32%. Currently the top step for Deputy pays \$42,890.00 annually.

As indicated, approximately 295 Deputies work in the County Jails and the rate of pay is higher than comparable Corrections Officers in other counties where the comparable data indicates:

Cuyahoga County	\$28,164	Steps 16
Hamilton County	\$31,458	Steps 8
Lucas County	\$34,424	Steps 8
Mahoning County	\$22,020	Steps 0
Montgomery County	\$31,616	Steps 7
Stark County	\$33,883	Steps 0
<b>Average</b>	<b>\$30,261</b>	

Franklin County currently receives \$42,890. It is clear based on this comparable data that Members working within Corrections are paid more than counterparts in other Metropolitan counties. It is readily apparent as to why the bifurcation proposal made by the Employer was not acceptable to the FOP given the manner in which these individuals are paid. However, it was abundantly clear that these Deputies undertake many more responsibilities than Corrections Officers per se do.

Deputies who serve in a noncorrectional capacity, number approximately 160, and the top annual wage is \$42,890.00. The comparable data provided indicates that the top pay of other County Sheriff Deputies rates as follows:

Cuyahoga County	\$37,138	Steps 5
Hamilton County	\$41,993	Steps 5
Lucas County	\$34,424	Steps 8
Mahoning County	\$33,455	Steps 0
Montgomery County	\$45,323	Steps 7
Stark County	\$33,883	Steps 7
Summit County	\$37,842	Steps 4
<b>Average</b>	<b>\$37,722.57</b>	

Of approximately 27 Corporals employed by the FCSO, they are paid \$45,885.00 annually which is again higher than other comparable county relied upon as follows:

Hamilton County	\$44,932	Steps 0
Lucas County	\$38,480	Steps 6
Mahoning County	\$36,800	Steps 0
<b>Average</b>	<b>\$40,071</b>	

Approximately 34 Sergeants are employed by the FCSO and are paid \$50,461.00 annually which again ranks higher than the highest paid Sergeant position in comparable county Sheriff's Offices as follows:

Hamilton County	\$46,838	Steps 0
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Lucas County	\$42,245	Steps 6
Mahoning County	\$40,480	Steps 0
Montgomery County	\$47,466	
Stark County	\$39,304	Steps 2
Summit County	\$43,896	
<b>Average</b>	<b>\$42,553</b>	

The 21 Lieutenant positions within the Franklin County Sheriff's Office are paid \$57,013.00 annually which again represents a top pay for Lieutenants in other comparable county Sheriff's Offices as follows:

Hamilton County	\$54,332	Steps 0
Lucas County	\$46,426	Steps 6
Mahoning County	\$44,529	Steps 0
Summit County	\$50,938	Steps 3
<b>Average</b>	<b>\$49,056</b>	

Under the FOP's proposed increases of 5.5, 5.0, 5.0 for each of the three years of the Successor Collective Bargaining Agreement, the Deputies in the top step in the first year of the contract would be paid \$47,507.00, Corporals \$54,633.00, Sergeants \$60,097.00, and Lieutenants \$67,909.00. Indeed there is some consideration that must be given to the fact that this Sheriff Department is predominantly comprised of individuals working in a "corrections type" facility that is unlike municipal police departments. However, as the testimony of all those in attendance from the Union Bargaining Committee indicates, many of these individuals are taken from the jails to perform on the SWAT Team; the Dive Unit; Hostage Intervention; Bomb Squad; they are called out to make arrests; transport prisoners; are required to make hospital watches for which they need to be certified; they assist in matters out of the county concerning such issues concerning the KKK and events at Ohio State University; they are present in a courtroom when a jury verdict may, in the public eye, become problematic; they perform drug raids; security alarm responses; extraditions; and serve as instructors in cultural sensitivity

courses and stress management. Clearly such indicates that indeed these individuals perform a more valuable service than "just a Corrections Officer," that other jurisdictions may have. Indeed, they do receive a pay scale that is somewhat higher than other "Corrections Officers" within comparable jurisdictions, however, as the information indicates, they are indeed utilized in a much more expansive role than a mere Corrections Officer. Moreover, as the evidence of record demonstrates, there has not been any inability to pay argument proffered by the Employer. Indeed, this county is one of the most financially sound within the state of Ohio. Additionally, these individuals came off the Collective Bargaining Agreement wherein they realized a 3-1/2%; 4-1/2%; and, 4-1/4% increases for the three years of its existence. It is clear to the Fact Finder that a recommendation of a wage package comparable to that type of package would be in order since really there exists nothing that has changed that would alter the financial capability of this Public Employer to finance such a recommendation. In this regard based on the totality of the evidence presented, it is clear that the wage increase as proposed is reasonable and would not have a undue impact on the Employer's ability financially as well as its ability to discharge its duties to the community for the service this Bargaining Unit provides.

#### **RANK DIFFERENTIAL**

There was much testimony regarding the "attractiveness" of the employees to the Corporal's promotion examination since there is a reluctance at this point based on the pay differential imposed. An increase across the board in the lower levels of that Rank Differential while decreasing the Sergeant to Lieutenant differential, would provide a greater incentive to get more of these individuals in a supervisory type role. As set forth in Union Exhibit - B attached hereto, it is clear that even the recommendation presented herein is less than that recognized in each of the comparables in every level currently set forth therein. It is clear that there must be some incentive provided to encourage more qualified Deputies to take the Corporals promotion examination. In this regard, the differential between the Deputy and Corporal shall be increased from 7% to 9%, the differential from Corporal to Sergeant shall be decreased from 10% to 9%, and the differential from Sergeant to Lieutenant shall be decreased from 13% to 12%. It is clear

that there needs to be some incentive for qualified individuals to continue to pursue promotional avenues, and based on this recommendation hopefully that would be accomplished. Such was raised as a concern by both Parties. Moreover, there would be less likelihood that Bargaining Unit Members would earn more than their superiors including the Majors and the Chiefs.

#### **SERVICE CREDIT (LONGEVITY)**

It is clear based on the comparable data provided that indeed this Bargaining Unit is at or near the top of the scale when it comes to the Longevity or Service Credit payments. The increase sought by the FOP would only continue to place this Unit at the top hierarchy relative thereto. It is clear based on the other significant gains that have been made, i.e., that in the area of insurance, etc., there should be some consideration even though these individuals are currently at or near the top of the scale with regard to this benefit. In this regard, it is recommended that the Parties maintain the current language except that for years 11 and above, an increase be provided to a total in the first year in the Successor Agreement to \$100.00 and for year two and three thereof, that amount be increased to \$110.00. Such is not recommended to provide for any "stacking" of this benefit, and only represents an increase to \$100.00 for the first year of Successor Collective Bargaining Agreement with that amount being increased by \$10.00 for year two. No increase would be realized for year three of the Successor. Clearly, such is a modest increase and would only effect the group of 11 years plus with regard to continuous service with the Employer. Indeed such provides an incentive to those individuals to maintain their employment with the county and would hopefully address the concerns raised by the overall wage package that may be improved upon if individuals were to go to smaller municipalities.

### **III. ARTICLE 15 - SHIFT DIFFERENTIAL**

#### **FOP POSITION**

The FOP proposes to increase the Shift Differential from \$.60 cents per hour to \$.65 cents per hour effective October 28, 1998, and that effective October 24, 1999, it be increased to \$.85 cents per hour. It contends that an increased differential provides greater incentive for Senior Bargaining Unit Members who work "undesirable shifts" and such will keep pace with

increases in differential paid by other Law Enforcement Agencies within the County. It notes that the Columbus Police Department 1999 Shift Differential was \$.75 cents per hour and Worthington's is \$.85 cents per hour, therefore, justifying its modest increase.

#### **EMPLOYER POSITION**

The Sheriff proposes to continue the current language of \$.60 cents per hour which it contends ranks very highly with comparable County Sheriff Departments. It notes that many do not pay a differential at all. It also notes that Mahoning pays \$.40 cents, Stark \$.45 cents, and that the State of Ohio is \$.35 cents and \$.75 cents, respectively.

#### **RECOMMENDATION AND RATIONALE**

Indeed based on the comparable data provided, it would seem that a modest increase would be warranted given the current Shift Differentials recognized by the Columbus Police Department of \$.75 cents per hour. Moreover, even though the amount currently received is modestly below that received for some of the other jurisdictions noted as comparably situated, the total overall package economically and those gains made relative to other Articles identified *supra*, warrants a modest increase. As such, it is recommended that the Parties adopt a Shift Differential increase for year one of the Successor Collective Bargaining Agreement to a total of \$.65 per hour. That amount shall remain constant for year two and the Shift Differential shall be increased in year three of the Successor Collective Bargaining Agreement to \$.70 per hour. Again, this does not contemplate, and is not intended to allow for the stacking of this hourly differential rate but represents only an increase for year one to \$.65 (a \$.5 increase to the current contractual entitlement) and that shall remain constant for year two and the Shift Differential will be increased to \$.70 per hour (a \$.10 increase to the current contractual entitlement) in year three of the Successor Collective Bargaining Agreement.

#### **IV. ARTICLE 19 - SPECIAL DUTY**

The FOP proposes a new Article in the Agreement that, as it contends, would formally recognize the "Office of Special Duty" that would generate regular reports, schedules, etc.;

would memorialize the current special duty premiums that are paid to special duty detail supervisors and commanders; would establish a premium for hazardous special duty jobs, i.e., construction and traffic; it would limit the use of special Deputies or Non-bargaining Union Members for special duty work; and would ensure that the discipline related to special duty must comply with the Collective Bargaining Agreement. It notes that this would provide a significant benefit to the Membership at no economic cost to the County or the Sheriff's Office. Such would guarantee a basic framework within which Special Duty assignments would be made to ensure that they are fair and appropriately distributed and provide the Lodge the ability to have input regarding any increases approved by the Sheriff in the current regular rates of pay for Special Duty work. It notes that numerous other FOP contracts contain Special Duty provisions and establishes a Special Duty rate of pay. Its proposal does not require the Sheriff to increase the regular duty or the regular FCSO special duty rate, but would provide a warranted premium for hazardous Special Duty work. Its proposal does not require any significant change in the current Special Duty procedures wherein it is already assigned through a central office under the supervision of a Chief Deputy. Such does not drastically alter current practice or require the County to expend any additional funds, but only ensures that Special Duty Assignments and Discipline related thereto will be handled in a fair and professional manner. Inasmuch as such assignments often provide a significant portion of the Member's income, the FCSO regularly imposes discipline and other controls upon Members working Special Duty. This proposal would afford a reasonable and basic protection for the Members who work these assignments.

#### **EMPLOYER POSITION**

The Sheriff is of the opinion that this proposal improperly intrudes upon Management Rights and does not agree that such an Article is appropriate. There is no comparable provision in any other County Sheriff Department and such can rarely be found in Municipal Police Department Agreements. In this regard, a Sheriff does not have a counter-proposal and would oppose the inclusion of a Special Duty Article in this contract. Such lies outside the scope of traditional Collective Bargaining.

## **RECOMMENDATION AND RATIONALE**

While the Undersigned recognizes there are positive aspects to the proposal of the FOP, the underlying aspect that was discussed most by and between the Parties during the course of Mediation and at the Fact Finding Hearing, involved the Disciplinary Action implication when a member for whatever reason did not fulfill his obligation under a Special Duty Assignment. It is clear that in the event that a Bargaining Unit Member is subject to Disciplinary Action, he or she can utilize the Grievance Procedure. That is a protection that all Bargaining Unit Members can utilize when they feel aggrieved by an action taken by the Employer. The argument that was given for the reluctance to do so, was the "retaliation aspect" that became apparent when this issue was discussed. Many believed that in the event that they utilized the Grievance Procedure to challenge Disciplinary Action arising out of the Special Duty Assignment, that individual would not be given any consideration for future Special Duty Assignments and would result in a significant impact on their financial picture. It would seem apparent to the Fact Finder that that type of action could be dealt with under the Grievance and Arbitration provisions of the Parties' Collective Bargaining Agreement. As such, there simply exists no compelling basis to include such a proposal at this juncture.

### **V. ARTICLE 22 - SICK LEAVE: SECTION 22.4 SICK LEAVE ABUSE; SECTION 22.5 BEREAVEMENT LEAVE; SECTION 22.8 INJURY LEAVE**

The Sheriff has proposed modifications to each of these Sections to address what it characterizes as "abuse" or potential therefor. It has proposed language that the Sheriff would retain the discretion to deny a member the use of accrued sick leave. Its proposal is intended to tighten the existing Bereavement Leave section by modifying the definition of "immediate family" for certain purposes. It notes that 40 hours of Bereavement Leave will still be provided to attend the funeral of a member's mother, father, spouse, sibling, child or current stepchild. Three days will be provided to attend the funeral of a member's grandparent, grandparent in-law, brother or sister-in-law, son or daughter-in-law, father or mother-in-law, grandchild, aunt, uncle,

niece, nephew, a legal guardian or other person who stood in the place of a parent. One day off will still be granted to attend the funeral of a member's great grandparent or great grandparent-in-law. And, any Bereavement Leave must be taken within 14 days of the death unless the Sheriff agrees to an extension.

The Sheriff also proposes to modify the Injury Leave provision that, as it contends, was dramatically altered by an Arbitration decision during the contract period. The Arbitrator decided that the intended 1,040 hours leave limitation, which had never been exceeded, was not applicable. It proposes to return to the original purpose of paid Injury Leave by limiting it to "serious injuries" received in the performance of a "specific Law Enforcement function." It proposes, as a compromise, that an employee may qualify for a supplemental injury leave paid at 80% of the member's applicable rate of pay not to exceed 520 hours. Qualification for supplemental injury leave and the amount to be authorized is contingent upon the Sheriff's approval and the employee's submission of medical verification addressing the medical condition. This is also contingent upon the results of a medical evaluation ordered by the Sheriff. Such supplemental leave may not be used beyond three (3) years from the original date of injury or serious illness. Moreover, it proposes that Injury Leave may be counted toward FMLA leave. Eligibility for Injury Leave will be based upon the Sheriff's evaluation of the available facts including medical examinations. The provision notifies the member on Injury Leave of the option of applying for Disability Retirement if the Injury Leave is projected to exceed 800 hours. The member may be required to submit additional documentation and to submit to medical evaluations or be subject to disqualification. Its proposal lists the events which do not qualify for Injury Leave and as it argues, is merely attempting to be a compromise as a consequence of this Arbitration decision. Even the compromise for a supplemental benefit after 1,040 hours, is far more generous than benefits received through Workers' Compensation which has a maximum of 66-2/3 of the wage up to a set maximum.

### **FOP POSITION**

The FOP opposes any changes to this Article in that with respect to Sick Leave Abuse the current practice has never been challenged and there is no need to add language to this section of the contract that would allow the discretion to the Sheriff to deny a member the use of accrued leave, other than sick leave, to cover a non-FMLA sick mark off. In this regard, it opposes any modification to this current practice.

Moreover, the Sheriff has not offered any evidence whatsoever that there exists significant problems with the current language with respect to Bereavement Leave, nor is there significant grounds to support the changes proposed.

Finally, with respect to the Sheriff's proposal in the Injury Leave provision including placing caps on injury leave that are substantially below the current cap, the earlier of a "return to duty" or "maximum medical improvement," it notes that these Parties have spent considerable time and funds arbitrating and litigating this language. The FOP bargained for, then spent, considerable effort defending the benefits that are afforded by this section of the Contract. Inasmuch as this Sheriff has not produced any evidence of abuse of Injury Leave under the current language, and has not offered any evidence that the current Injury Leave benefit imposes a significant burden on the Sheriff's office there is no basis to adopt any changes in the current contract language.

### **RECOMMENDATION AND RATIONALE**

The Parties were in agreement to the Sheriff's proposed changes in Section 22.1 concerning "Sick Leave Conversion and Entitlement," as such they shall be recommended herein. Furthermore, it is recommended that the Parties maintain current language relative to Sections 22.2 and 22.3 titled, "Uses of Sick Leave" and "Sick Leave Mark-off Statements" respectively. The proposal of the Sheriff that, as it characterizes, represents current practice indicated as the Sick Leave Abuse Section, as proposed as Section 22.4, has been incorporated into Section 22.3. As was indicated, such apparently represents current practice and as such, it is

recommended that it be memorialized in the Parties' Successor Collective Bargaining Agreement.

#### **SECTION 22.4 - BEREAVEMENT LEAVE**

It is clear based on the proposal of the Sheriff that it wishes to clarify certain aspects of utilization of this Article, namely there are certain employees that work a modified shift of four (4) ten (10) hour shifts. In this regard, it is recommended that the Parties' adopt in Paragraph (B) of Section 22.4 the following language to address this concern:

40 hours, (i.e., 5 working days for members working 8 hour shifts, 4 working days for members working 10 hour shifts), for in-state funeral for a mother, father, spouse, son, daughter, sibling, current stepchild or loco-parentis;

Clearly this serves to clarify this language to address those employees working other than a 5 day, 8 hour per day work assignment and prohibits a member receiving an additional day when in fact that member works four (4) ten (10) hour days.

With respect to Paragraph (F), it is recommended the Parties' adopt the following language to address utilization time limits for this benefit:

Bereavement Leave may only be taken within a fourteen (14) day period of time that commences with the day of the death of the member's relative. However, this period may be extended based upon the circumstances (e.g., funeral or memorial services held more than 14 days after the day of death.).

Moreover, it is recommended that the Parties' maintain current language relative to Section 22.5 titled, "Immediate Family Defined" and Section 22.6 titled, "Sick Leave Charge."

It is recommended that the Parties' adopt the Sheriff's proposal concerning Section 22.7 titled, "Sick Leave Eligibility."

As the Record demonstrates, indeed these employees enjoy very generous benefits under this Article. Unfortunately, occasions arise wherein the employer needs to "tighten the reins" when abuse is either inevitable or occurring. The recommendations contained herein relative to the aforementioned, provide certain "policing" aspects relative to the application of this language. (Such are gleaned from the Sheriff's proposal of 6/2/99; and, the Union's response relative thereto.) Many of the proposals and modifications addressed herein seems as a

reasonable measure to indeed police the benefit level contained therein. Therefore, the aforementioned is recommended for inclusion in the Successor Collective Bargaining Agreement.

#### **SECTION 22.8 - INJURY LEAVE**

As was evidenced during the course of the Fact Finding proceeding and the numerous mediation sessions, this issue was one that was debated at great length. The problematic aspect is the Arbitration Award rendered by Arbitrator Ted Clemons concerning this issue wherein the 1,040 limitation language was deemed inapplicable, therefore, basically indicating that there was a "limitless bank" that an individual injured on a job could retain. The Union indicated that a great deal of time and money had been expended litigating this issue. Alternatively time and money was also expended on behalf of the Employer. During the course of the sessions with the Parties, it became apparent that some compromise could be achieved, however, some type of limitation capping out the amount available would be necessary. In this regard, it is hereby recommended that the Parties cap the amount of time an individual could receive benefits at 2,080 hours.

Moreover, it is recommended that language be added that would provide that which was proposed by the Employer to be contained in the first Paragraph of Section 22.8 that recognizes that the leave shall be paid for no more than 2,080 hours and, "prior to the payment of any leave beyond 1,040 hours, a Member must provide the Sheriff with current medical documentation that verifies the need for additional Injury Leave.

Furthermore, in Sub-Section A, concerning the procedure for administering this Section, Sub-paragraph 2 thereof, shall include language in Sections 22.2 and 22.3, respectively as follows:

#### **22.2**

The Employer may order the Member to obtain additional documentation relevant to the injury. Failure of the Member to comply with the request, may result in the Member's disqualification for Injury Leave.

22.3

Before granting Injury Leave or during the course of Injury Leave, the Sheriff may order the Member to be evaluated by a physician specializing in the practice areas that are relevant to the Member's condition. This physician will be selected from a Panel of Physicians that are affiliated with Grant/Riverside Hospitals and/or the Ohio State University Medical Center.

It is clear that some "relief" be recommended in this area given the seemingly endless benefit that was provided as a consequence of the Arbitration decision rendered by Ted Clemons. In this regard, it is hereby recommended that the Parties' adopt the recommendations as set forth herein and above concerning this Article.

#### **VI. ARTICLE 17 - TUITION REIMBURSEMENT**

During the course of the Fact Finding Proceeding, the Fact Finder was made aware that the Parties would likely reach tentative agreement on Article 17 titled, "Tuition Reimbursement." Inasmuch as tentative agreement was in fact reached, the terms thereof are recommended for inclusion into the Successor Collective Bargaining Agreement.

#### **VII. ARTICLE 25 - DEFINITIONS**

With respect to Article 25 titled, "Definitions," the Parties provided a Memorandum of Understanding which is attached to this Report, identifying the definition of "Mark-off" which in pertinent part, states:

Any Mark-off from duty for the reasons set forth in Section 22.2 of the Collective Bargaining Agreement, except:

- 1) Time off from duty of less than 8 hours for a medical appointment shall not be considered a "Mark-off;"
- 2) Time off that is protected under the Family and Medical Leave Act (FMLA) shall not be considered a "Mark-off;" and,
- 3) If a member reports for duty and then takes time off for a personal illness or an illness in a member's qualifying family after having completed at least five (5) hours of work, such time off shall not be considered a "Mark-off."

Inasmuch as the Parties have reached an "understanding" relative to the definition of what constitutes a "Mark-off," such is recommended for inclusion in the Parties' Successor Collective Bargaining Agreement as the attached Memorandum of Understanding represents.

## CONCLUSION

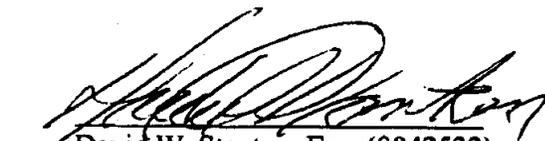
As is readily apparent, the Parties have engaged in long and grueling negotiations to reach tentative agreement on all but the Articles addressed in this report. It is indeed a testament to their good faith willingness to engage in fruitful negotiations to reduce the number of outstanding Articles in the fashion that has been accomplished herein. Hopefully the recommendations contained herein can be deemed as reasonable in light of the data presented and representations made by the Parties in the common interest of both entities. It is hopeful that the Parties can adopt these recommendations so that the Successor Collective Bargaining Agreement can be ratified and the Collective Bargaining relationship can continue without interruption. Moreover, these recommendations were made based on the comparable data provided; the stipulations of the Parties; the positions indicated to the Fact Finder during the course of Mediation and in Fact Finding; and, were based on the mutual interests and concerns of each Party to this Agreement.

  
DAVID W. STANTON, ESQ.  
Fact Finder

September 13, 1999  
Cincinnati, Ohio

## CERTIFICATE OF SERVICE

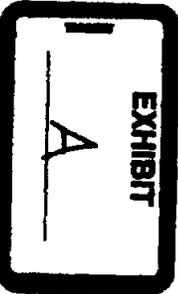
The Undersigned hereby certifies that a true copy of the foregoing Fact Finding Report and Recommendations have been forwarded to by overnight mail service to: Russell E. Carnahan, HUNTER, SMITH, CARNAHAN & SHOUB, 199 South Fifth Street, Suite 304, Columbus, Ohio 43215, as Representative of the FOP, Capital City Lodge No.9, and to Robert D. Weisman and Patrick A. Devine, SCHOTTENSTEIN, ZOX & DUNN, 41 South High Street, 26th Floor, Columbus, Ohio 43215, Attorneys for the Employer, Franklin County Sheriff's Office, on this 3rd day, September, 1999.

  
David W. Stanton, Esq. (0042532)  
Fact Finder

1998 WAGE RANKINGS - POLICE OFFICER - (TOP STEP)

Rank	Department	Base Wage	PPUS	PPUS	Total Annual	% Increase
1	HILLIARD	47,334.56	9.5%	4496.78	51,831.34	6.1%
2	COLUMBUS	45,281.60	6.5%	2943.30	48,224.90	4.0%
3	DUBLIN	47,463.99			47,463.99	4.0%
4	BEXLEY	47,112.00			47,112.00	4.0%
5	REYNOLDSBURG	42,536.80	8.0%	3404.54	46,941.34	6.26%
6	WORTHINGTON	46,821.43			46,821.43	4.0%
7	GROVE CTRY (7-1-98)	46,771.85			46,771.85	4.0%
8	WESTERVILLE	46,571.20			46,571.20	4.0%
9	UPPER ARLINGTON	46,530.40			46,530.40	4.0%
10	GAHANNA	46,529.00			46,529.00	5.0%
11	WHITEHALL	42,723.20	6.0%	2563.39	45,286.59	5.0%
12	OSU (7-1-98)	45,136.00			45,136.00	5.9%
13	GRANDVIEW HTS.	44,056.55			44,056.55	4.0%
14	SHERIFF	42,889.60			42,889.60	4.0%
15	PICKERINGTON	38,937.60			38,937.60	6.5%
16	MADISON TWP.	35,855.06	9.0%	3226.96	39,082.02	5.0%
17	PERRY TWP.	36,095.00			36,095.00	4.2%
18	CLINTON TWP.	32,016.37	9.0%	2881.47	34,897.84	4.5%
19	FRANKLIN TWP.	32,385.60	5.0%	1619.28	34,004.88	5.0%

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1999 WAGE RANKINGS - POLICE OFFICER - (TOP-STEP)

Rank	Department	Base Wage	PPU%	PPU\$	Total Annual	% Increase
1	COLUMBUS	47,091.20	6.5%	3060.93	50,152.13	4.0%
2	WHITEHALL	46,363.20	6%	2781.79	49,144.99	8.5%
3	BEXLEY	49,004.80			49,004.80	4.0%
4	WORTHINGTON	48,694.29			48,694.29	4.0%
5	GROVE CITY (7-1-99)	48,642.72			48,642.72	4.0%
6	REYNOLDSBURG	45,344.00	7.0%	3174.08	48,518.08	5.26%
7	WESTERVILLE	48,443.20			48,443.20	4.0%
8	UPPER ARLINGTON	48,422.40			48,422.40	4.0%
9	GAHANNA	48,380.80			48,380.80	4.0%
10	PICKERINGTON	41,475.20			41,475.20	6.5%
11	MADISON TWP.	37,647.81	9.0%	3388.30	41,036.11	5.0%
12	PERRY TWP.	37,611.00			37,611.00	4.2%
13	FRANKLIN TWP.	34,652.80	5.0%	1732.64	36,385.44	7.0%
14	CLINTON TWP.	33,297.02	9.0%	2,996.78	36,293.80	4.0%

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## 2000 WAGE RANKINGS - POLICE OFFICER - (TOP-STEP)

Rank	Department	Base Wage	PPU%	PPU\$	Total Annual	% increase
1	WHITEHALL	48,214.40	6.0%	2892.86	51,107.64	4.0%
2	BEXLEY	50,960.00			50,960.00	4.0%
3	REYNOLDSBURG	47,611.20	6.0%	2856.67	50,467.87	4.0%
4	UPPER ARLINGTON	50,356.80			50,356.80	4.0%
5	GAHANNA	50,315.20			50,315.20	4.0%
6	PICKERINGTON	44,179.20			44,179.20	6.5%
7	PERRY TWP.	39,191.00			39,191.00	4.2%

1-15-99

**RANK DIFFERENTIAL PERCENTAGES  
POLICE OFFICER - FIRST LINE SUPERVISOR (1996-2000)**

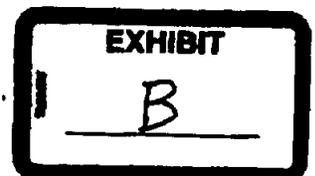
	1998	1999	2000
BEXLEY	16.0%	16.0%	16.0%
CLINTON TWP.	13.7%	13.7%	
COLUMBUS	18.0%	18.0%	
DUBLIN	15.5%		
GAHANNA	14.0%	14.5%	14.5%
GRANDVIEW	14.8%		
GROVE CITY	15.2%	15.2%	15.2%
HILLIARD	16.8%		
MADISON TWP.	15.9%	15.9%	
PERRY TWP.	12.1%	12.1%	12.1%
PICKERINGTON	15.0%	15.0%	15.0%
REYNOLDSBURG	15.8%	15.8%	15.8%
SHERIFF	(7.0%)		
UPPER ARLINGTON	15.0%	15.0%	15.0%
WESTERVILLE	14.7%	14.7%	
WHITEHALL	14.0%		
WORTHINGTON	14.2%	14.2%	

**RANK DIFFERENTIAL PERCENTAGES  
FIRST LINE - SECOND LINE SUPERVISOR (1996-2000)**

	1998	1999	2000
COLUMBUS	18.0%	18.0%	
GAHANNA	12.3%	12.3%	12.3%
GROVE CITY	9.1%	9.1%	9.1%
HILLIARD	15.8%		
SHERIFF	(10.0%)		
UPPER ARLINGTON	15.0%	15.0%	15.0%
WESTERVILLE	13.7%	13.7%	
WHITEHALL	13.0%		
WORTHINGTON	10.5%	10.5%	

**RANK DIFFERENTIAL PERCENTAGES  
SECOND LINE - TOP LINE SUPERVISOR (1996-2000)**

	1998	1999	2000
COLUMBUS	18.0%	18.0%	
SHERIFF	(13.0%)		



## MEMORANDUM OF UNDERSTANDING

The Franklin County Sheriff's Office ("Sheriff") and the Fraternal Order of Police, Capital City Lodge No. 9 ("Lodge"), hereby recognize that the term "mark off" is used in the parties' collective bargaining agreement, in the Sheriff's Rules and Regulations, and in the daily operation of the Sheriff's Office, to describe a mark off from duty for the reasons set forth in Section 22.2 of the collective bargaining agreement (e.g., Selection Criteria, Section 9.5; Sick Leave Mark Off Statements, Section 22.3; selection criteria for enrollment in Peace Officer Training Certification class, Section 13.2). In order to avoid and/or alleviate confusion, the parties hereby agree that the term "mark off", as used in the parties' agreement, the Rules and Regulations, and the operation of the Sheriff's Office, shall be defined as:

Any mark off from duty for the reasons set forth in Section 22.2 of the collective bargaining agreement, *except*:

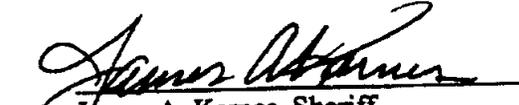
1. Time off from duty of less than eight (8) hours for a medical appointment shall not be considered a "mark off";
2. Time off that is protected under the Family and Medical Leave Act (FMLA) shall not be considered a "mark off"; and,
3. If a member reports for duty and then takes time off for a personal illness or an illness in the member's qualifying family after having completed at least five (5) hours of work, such time off shall not be considered a "mark off".

In addition to the foregoing and solely for the purpose of determining a member's entitlement to the vacation incentive for non-use of sick leave, as provided in Section 21.2 of the collective bargaining agreement, it is agreed that the following shall *not* be considered to be a "use of sick leave":

1. Usage of sick leave for one (1) documented annual physical examination per year, two (2) documented dental examinations per year, and one (1) documented eye examination per year;
2. Usage of sick leave for a condition that is protected under the Family and Medical Leave Act (FMLA); and,
3. Time off for a personal illness or an illness in the member's qualifying family that occurs after the member has reported for duty and has completed at least five (5) hours of work.

This Memorandum of Understanding does not delete or alter any current language in the collective bargaining agreement. It is understood and agreed that the aforesaid definition of the term "mark off" is intended to address issues related to qualification for job transfer, enrollment in Peace Officer Training Certification class, and the vacation incentive program, only. A member still may be subject to discipline for marking off without sufficient sick leave, regardless of the length of the mark off. Entered this 22 day of July, 1998.

  
Michael Tanner, Lodge President

  
James A. Karnes, Sheriff