

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD
APR 7 10 54 AM '00

In Regard to the Matter of the Fact-Finding Between:

THE HAMILTON COUNTY SHERIFF)	99-MED-07-0645
)	99-MED-09-0775
-AND-)	(Enforcement Officers)
)	(Enforcement Supervisors)
FRATERNAL ORDER OF POLICE)	
OHIO LABOR COUNCIL, INC.)	

APPEARANCES

For The County

Charles A. King	Consultant
Gail G. Wright	Administrative Assistant
Lynn Preuth	County Personnel Department
Mark J. Lucas	Representative
Robin Jarvis	Employment Relations Specialist
Donald M. Rabold	Captain,
Lloyd Zoellner	Captain,
Lany Nielsen	Captain,
Michael D. Ritter	Lieutenant, Court Service Div.

For The Union

Paul L. Cox, Esq.,	Chief Counsel
Deborah McCormick	OLC Staff Representative
Andrea Johan	FOP Staff Representative
Frank Arnold	FOP Staff Representative
Thomas Fehr	FOP Staff Representative
Tara May	Paralegal
Stan Wellbrock	Chairman, Supervisor Unit
Rick Paquette	Chairman, Deputy Unit
David Hoinke	FOP Associate
Tony Glaser	Associate
Mike Rosing	Associate
Don Maher	Associate

BEFORE ALAN MILES RUBEN, FACT-FINDER
SUPPLEMENTAL REPORT

Cleveland-Marshall College of Law
Cleveland State University
1801 Euclid Avenue
Cleveland, Ohio 44115
Tele: (216) 687-2310
Fax: (216) 687-6881

BACKGROUND

The Employer, The Hamilton County Sheriff, exercises statutory authority and responsibility, inter alia, for the provision of law enforcement and court service functions.

Of the Sheriff's some 243 Deputies, 13 are employed in the Patrol Clerk classification, 36 in the Court Service Officer I classification, 16 in the Court Service Officer II classification, 2 in the Evidence Technician classification, 103 in the Patrol Officer classification and 70 in the rank of Corporal. These Deputies, together, make-up the Enforcement Unit, and are exclusively represented for collective bargaining purposes by the Fraternal Order of Police/Ohio Labor Council, Inc., pursuant to certification of the State Employment Relations Board.

Twenty-three Supervisors, 17 Sergeants and 6 Lieutenants, who are assigned to the Patrol Division, the Criminal Investigation Section and the Organized Crime Division, are also represented by the Fraternal Order of Patrol/Ohio Labor Council, Inc. in a separate Unit.

The Sheriff and the Union were signatories to separate Collective Bargaining Agreements for each Unit. Both Contracts were entered into as of June 24, 1997, for an initial term which expired on December 31, 1999.

Pursuant to the Contractual requirement, timely notices were given of intent to modify or amend the Agreements, and negotiations proceeded looking towards the execution of successor Agreements.

After several bargaining sessions the parties declared impasse in both sets of negotiations, and the undersigned was appointed Fact-Finder by the State Employment Relations Board on November 23, 1999.

At the direction of the parties, a mediation and fact-finding hearing was scheduled for January 13 and 14, 2000 at Springdale, Ohio. The parties agreed that since the Supervisors Unit Contract was derivative of the Enforcement Officers Unit Contract, the Findings and Recommendations for the Enforcement Officers Contract would be applicable to the counterpart provisions of the Supervisors Contract.

Timely in advance of the hearing, the parties provided the Fact-Finder with the statements required by Ohio Administrative Code 4117-9-05(F) and Ohio Revised Code Section 4117.14(C)(3)(a).

By the date of the Fact-Finding proceedings the parties had tentatively agreed to carry forward and incorporate into the new Agreements, mutatis mutandis, the following Articles and Sections from the 1997 Contract:

- Article 1 - Agreement/Purpose
- Article 3 - FOP Security
- Article 4 - FOP Representation
- Article 5 - Management Rights
- Article 6 - Non Discrimination
- Article 7 - Labor/Management Meetings
- Article 11 - Probationary Periods
- Article 13 - Layoff and Recall
- Article 14 - Vacancies
- Article 15 - Bulletin Boards
- Article 16 - Work Rules/General Orders
- Article 17 - Performance Evaluation
- Article 26 - Occupational Injury Leave
- Article 30 - Expenses
- Article 31 - Training

- Article 33 - Outside Employment
- Article 35 - Health and Safety
- Article 36 - Civil Service Reporting Requirements
- Article 37 - No Strike/No Lockout
- Article 38 - Severability
- Article 39 - Waiver in Case of Emergency
- Article 40 - Copies of the Agreement

The parties also tentatively agreed upon amendments to the following Articles of the 1997 Agreement which, as revised, are to be carried forward and incorporated into the successor Agreements:

- Article 2 - FOP Recognition
- Article 12 - Seniority
- Article 19 - Hours of Work and Overtime
- Article 20 - Sections 20.5 (Officer-in-Charge Compensation)
- Article 20 - Section 20.6 - (Rate of Pay for Assignments to OCD, CIS or Traffic Investigation)
- Article 23 - Section 23.3 - (Assignments to CIS or OCD on Holidays)
- Article 24 - Section 24.4(D) - (Vacation)
- Article 25 - Section 25.5, Sick Leave
- Article 27 - Donated Time
- Article 29 - Service Allowance
- Article 34 - Drug/Alcohol Testing
- Article 41 - Duration

Remaining unresolved were proposals submitted by the parties for amendments to the following Articles of the 1997 Agreement:

- Article 8 - Grievance Procedure
- Article 9 - Discipline
- Article 10 - Personnel Files
- Article 18 - Physical Fitness
- Article 21 - Court Time/Call-In Time/Stand-By
- Article 22 - Insurance
- Article 23 - Holidays
- Article 24 - Vacation
- Article 25 - Sick Leave
- Article 28 - Uniforms and Equipment and Service Allowance
- Article 42 - Education Committee
- Article 43 - Parking Committee

At the mediation session of January 13th, the Fact-Finder was successful in facilitating the reaching of additional tentative agreements as follows:

- Article 8 - Grievance Procedure
- Article 9 - Discipline
- Article 10 - Personnel Files
- Article 18 - Physical Fitness
- Article 32 - Leaves of Absence

The Fact-Finder finds appropriate and recommends the adoption of all of these tentative agreements.

A series of proposals to add new provisions and to amend other Articles and Sections of Articles of the existing Contract were withdrawn during mediation. Consequently, all Articles and Sections of Articles which have not been specifically referred to above, and which are not discussed below, are to be carried forward and incorporated without change into the new Agreement, and all proposals for Contractual amendments and the addition of Sections or Articles that are not so referred to or discussed are to be deemed as having been abandoned.

There remained unresolved after conclusion of the mediation session issues concerning the following Contractual provisions:

- Article 20, Sections 20.1, 20.2, 20.3, 20.4, 20.5, 20.7;
- Article 21, Sections 21.2, 21.2, 21.3;
- Article 23, Section 23.5 (New);
- Article 22, Sections 22.1, 22.2, 22.3, 22.4, 22.9;
- Article 24, Section 24.5;
- Article 25, Sections 25.2, 25.7;
- Article 28, Sections 28.6, 28.7, 28.10;
- Article 29, Sections 29.1, 29.2;
- Article 42, Section 42.1 and

Article 43, Section 43.1

In making his recommendations upon all of these issues the Fact-Finder has been guided by the factors set forth in O.R.C. Section 4117.14 (C)(4)(e), and Ohio Administrative Code, 4117-9-05(K) namely:

"(a) Past collectively bargained agreements, if any, between the parties;

"(b) Comparison of the unresolved issues relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

"(c) The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

"(d) The lawful authority of the public employer;

"(e) The stipulations of the parties;

"(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment."

CONTRACT PROVISIONS AT ISSUE

I. Article 20, Sections 20.1, 20.2 and 20.3.

The 1997 Contract:

Article 20, Section 20.3 of the expired Agreement provided the following compensation levels for 1999:

	<u>ENTRY</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>	<u>AFTER 4 YEARS</u>
<u>Patrol Clerk</u>					
Annual	29,449	30,628	31,853	32,626	34,955
Biweekly	1,132.67	1,177.98	1,225.10	1,254.86	1,344.42
Hourly	14.1584	14.7248	15.3137	15.6857	16.8052
<u>Court Service Officer I</u>					
Annual	30,628	31,853	32,626	34,287	36,885
Biweekly	1,177.98	1,225.10	1,254.86	1,318.71	1,418.66
Hourly	14.7248	15.3137	15.6857	16.4839	17.7332
<u>Court Service Officer II</u>					
Annual	37,519		39,397		
Biweekly	1,443.04		1,515.29		
Hourly	18.0380		18.9411		
<u>Patrol Officer/Evidence Technician</u>					
Annual	32,251	33,949	35,644	37,445	41,993
Biweekly	1,240.42	1,305.74	1,370.92	1,440.20	1,615.11
Hourly	15.5052	16.3218	17.1365	18.0025	20.1889
<u>Corporal</u>					
Annual	44,932				
Biweekly	1,728.16				
Hourly	21.6020				

THE UNION'S PROPOSAL

The Union seeks increases for all Bargaining Unit members of 5% in each year of the Contract.

The Union further proposes that the Court Service Officer I position be scaled so that it is 5% below that of the Patrol Officer, and that the Court Service Officer's II pay scale add

a third step with compensation set at 5% above that for the fourth step.

In support of its position the Union points out that the Hamilton County Sheriff serves the largest unincorporated population in Ohio, 219,711, some 100,000 persons more than reside in Montgomery County and 120,000 more than live in Franklin County. The crime rate per 1,000 inhabitants in Hamilton County is 0.0358, as compared with 0.0473 in Franklin County and 0.0310 in Montgomery County.¹

Confining its list of comparable communities to the three most populous counties,² Franklin, Montgomery and Summit, the Union emphasizes that Hamilton's 1999 top base rate of \$41,993.00 for Patrol Officers was 10% below that offered by Franklin County and 8% below that provided in Montgomery County, but acknowledges that it was 10% above that paid by Summit County.

The overall compensation paid by Hamilton to its Patrol Officers, including wages, vacation and holiday pay and other time-off benefits, is slightly above the average paid by the other five most populous counties (exclusive of Cuyahoga County) to Patrol Officers with five, ten and twenty years of service, but slightly behind the average paid by the five to those with fifteen and thirty years of service.

1. The unincorporated population of Stark County is also about 100,000 less than in Hamilton County. The Stark County crime rate is 0.0261 crimes per thousand population.

2. The Cuyahoga County Sheriff's Department has no Patrol Officers, but does maintain a staff of Court Service Officers.

The Court Service Officer II compensation offered by Hamilton County in the amount of \$39,397.00 was 6% above that offered in Cuyahoga, and 4% beyond that available in Summit, but 17% behind that which is provided in Franklin and 7% below that which is paid in Montgomery County.

The Union asserts that Hamilton County has the ability to pay the proposed increases. Its sales tax is the highest of any of the other five most populous counties.

It also draws the Fact-Finder's attention to a Conciliator Award issued on October 26, 1999 which allowed an increase of 4% retroactively effective to January 1, 1999, and 3% across-the-board wage increases in both the second and third year of the Contract covering some 420 Correction Officers employed by the Sheriff and represented by the Truck Drivers, Chauffeurs, and Helpers Local 100.

THE SHERIFF'S PROPOSAL

The Sheriff proposes an increase of 3% in base wage rates for all employees in each of the three years of the new Contract commencing with the pay period which includes January 1, 2000.

In support of the proposal, the Sheriff asserts that since 1991 the Sheriff's personnel have received increments which have more than kept pace with the rate of inflation. Consumer prices in the Cincinnati-Hamilton Metropolitan Area increased only 1.2% during the first half of 1999, and

preliminary estimates for the calendar year indicate that the cost of living rose by less than 3%. Comparing the wage of Enforcement Officers in the following eight Counties - Montgomery, Warren, Butler, Summit, Franklin, Clermont, Stark and Lucas - the Sheriff points out that the average 1999 entry level salary was \$28,341.82, some 14.75% less than that which the Hamilton Patrol Officers receive. Similarly, the 1999 average top rate for Enforcement Officers in the eight comparable Counties, was some 6.87% lower than that offered by Hamilton County.

At the entry rate level, Hamilton is second only to Montgomery County. At the top rate level it is below only Franklin County and Montgomery County.

A comparison of Hamilton's Enforcement Officers' pay rates with those of Police Officers in the twenty-five communities, including Cincinnati, within Hamilton County, shows that Hamilton's entry level compensation is only some 3.55% below the average of the group. On the other hand Hamilton's top rate of \$41,993.13 is 1.22% above the average top rate of the twenty-five communities.

The beginning salaries of Hamilton County's Enforcement Officers would rank sixteenth if included with the twenty-six pay rates examined, and their top salaries would rank thirteenth out of the twenty-six municipal wage rates inspected.

Moreover, the Sheriff points out that whereas the Hamilton top rate is reached in only four steps, the top rate in other Counties is typically attained in six to eight steps.

Although not pleading inability to pay, the Sheriff underscores the fact that every one-half point increase in base wage rates costs the County not only, \$50,000.00 in additional wages, but also an additional 28.5% in "roll-up" expenditures.

FINDINGS

The immediately expired 1997 Agreement provided base wage increases of 3.5% in the first year of the Agreement, an additional 3.5% increase effective with the beginning of the pay period which included January 1, 1998 and a 4% increase effective with the beginning of the pay period which included January 1, 1999, for all steps in the classifications of Patrol Clerk, Court Service Officer I, Court Service Officer II, Patrol Officer, and Engineer Technician.

The Contract further provided that all employees in the rank of Corporal were to be paid a salary equal to 7% more than the top step in the Patrol Officer pay grade.

Because the rate of inflation remained under 3% for the three year period, these increases, recommended by this Fact-Finder, proved satisfactory in maintaining real income, but were somewhat less successful in keeping pace with the

compensation received by employees in the top ranked Sheriff Departments.

In 1997 the base starting wage of \$29,962.00 for Hamilton Patrol Officers was second only to Montgomery County's \$33,925.00 beginning wage rate - some \$3,963.00 less. The maximum Hamilton Patrol Officer's wage rate of \$39,012.00 ranked third among the five comparable County Sheriff Departments, some \$2,983.00 below that of first ranked Montgomery County's Patrol Officers compensation and some \$2,130.00 below that received by second rated Franklin County's employees, but some \$200.00 ahead of the wages earned by the third ranked Summit County Officers.

By the end of the 1999 Contract year the Hamilton County Patrol Officers had been able to maintain their relative compensation position vis-a-vis the Officers in the other Departments, but the disparity between Hamilton Patrol Officer wages and those of Deputies in the Montgomery and Franklin County Sheriff Departments widened.

In 1999 the Hamilton County Patrol Officer entry salary of \$32,251.00 had fallen below that of the top rated Montgomery County pay scale by some \$4,357.00. Similarly, at the top end of the wage scale, the Hamilton County Patrol Officer's salary of \$41,993.00 became \$4,162.00 lower than that of the top ranked Franklin County Patrol Officers, but only \$1,330.00 below that of the second highest paid Montgomery County Sheriff Department Patrol Officers.

The parties have presented no forward looking data with respect to the Patrol Officer compensation in these Counties for the succeeding three year period commencing January 1, 2000. The Fact-Finder's inquiry to the State Employment Relations Board revealed the following:

Sheriff Deputy Base Rate Wage Increase Percentages

<u>Jurisdiction</u>	<u>1999</u>	<u>2000</u>	<u>2001</u>	<u>2002</u>
Franklin Co.	3.50	3.50		
Lucas Co.	4.0			
Montgomery Co.	3.75	3.50		
Stark Co.	N/A			
Summit Co.	5	3.50	3.50	

As will be seen from the above schedule, most of the comparable Sheriff Department Deputies received a 3.5% wage increase for 2000.

A Report from the State Employment Relation Board's Research and Training Section concludes that the average annual State-wide public sector wage settlements have increased every year since 1994, when the average wage settlement was 3.16%, through 1999 when the average wage settlement reached 3.66%, the largest increment since 1991.

Although the parties did not provide estimates of the future rates of inflation, the Fact-Finder takes note that effective trebling of oil prices over the past several months coupled with continued high consumer demand and tight labor market conditions will more than likely lead to price level increases significantly higher than those experienced during the past triennium. Indeed, the Federal Reserve Board takes

this view and has attempted to mitigate the potential problem by a series of a one-quarter percent interest rate hikes.

Nevertheless, current estimates suggest that beginning in the third quarter of 2000 and continuing on through much of the year 2001, the annual inflation rate is likely to reach and exceed 3%.

Both parties offered data on the compensation of Municipal Police Officers.

The Union's position is that the work of Patrol Officers is comparable to that of Municipal Police Officers, and therefore it is appropriate to compare the compensation of Bargaining Unit members with that of Police Officers of the City of Cincinnati, the Police Department most comparable in size to that of the Hamilton County Sheriff's Office.

The Sheriff focused on the fact that if the entry wage for Hamilton County Sheriff Patrol Officers were considered with those of the twenty-six municipalities in Hamilton County for which wage data is available, it would rank sixteenth, only 3.53% below the average. However, at the top rate, the Hamilton County Patrol Officers' salary would rank thirteenth, or 1.22% above the average.

As this Fact-Finder observed in his 1996 Report:

"However, throughout Ohio over the years the wages of Patrol Officers associated with the County Sheriff Departments have not been linked to the compensation of municipal Police Officers. Obviously, the resources available to counties and their "abilities to pay" are not necessarily similar to those of municipalities even when their law

enforcement departments are of similar size. Further, and of equal importance, it has not yet been demonstrated that the duties and risks undertaken by municipal Police Officers and the qualifications required for the position, are identical with those of the Sheriff's Patrol Officers."

The parties also offered evidentiary materials with respect to wage rates and history of wage increases for other Bargaining Unit and Non-Bargaining Unit employees of the County.

However, the Fact-Finder concludes, as he did in his 1997 Report:

"Review of these data make it clear that there has been no internal linkage of Patrol Officer's compensation to that of any other Unit or to that Non-Bargaining Unit employees. Indeed, there does not appear to be any linkage between the wages established for any one Unit and another."

The County has not pleaded "inability to pay." Indeed, it offered no financial statements disclosing revenues and expenditures, the projections presented in credit rating reports or other fiscal data. Nevertheless, the Fact-Finder recognizes that the County resources, although extensive, are limited, while the demands upon them are infinite. Every dollar paid in Bargaining Unit salaries means \$1.00 less available for other programmatic purposes.

The Union seeks special adjustments to the Court Service Officer I and II pay scales.

The Union asks that the Court Service Officer I compensation be set at a rate which is 5% below the

corresponding Patrol Officer rate at entry level and in each of the four subsequent annual steps.

With respect to the Court Service Officer II, the Union seeks to add a step to the pay scale, at a rate 5% higher than the second step.

The Fact-Finder's 1997 Report noted:

"The Union contends that the Courthouse presents a particularly hazardous work environment where risk of physical assault has increased over the years. Court Service Officers receive two or three "trouble calls" a day from the Juvenile and Domestic Division of the Court, and confiscate quantities of knives each day from persons entering through the metal detector at the entrance to the County Courthouse. Further, they run the risk of injury when they transport prisoners through hallways where the victims and their families are present.

"Even the service of arrest warrants has become more dangerous in the past three years, and bullet proof vests have been issued to those Officers.

"For these reasons, the Union contends that the present differentials between the Court Service Officer I and Patrol Officers, and particularly between Court Service Officer II and Patrol Officers with more than four (4) years service, are too great.

"If the Union's proposal were adopted, virtually all Court Service Officers II would become immediately eligible for the fifth year step."

The Fact-Finder does not find the evidence persuasive that Court Service Officers' salaries ought to be automatically linked to those of the sworn Patrol Officers whose qualifications, duties and experience are significantly different.

Moreover, the Fact-Finder is unable to fathom a legitimate reason for offering Court Service Officer II employees an additional 5% salary increase for a third year of service.

Presently, the Court Service Officer I enters service at \$30,328.00, and after four years reaches a rate of \$36,885.00.

The Court Service Officer II begins at \$37,519.00 and reaches a top salary of \$39,397.00 after two years of service.

The base rate of Hamilton Court Service Officer II personnel is higher than the \$37,842.00 top rate offered to Summit County Court Service Officers and the \$34,424.00 paid to comparable Lucas County employees.

It is also higher than that available to the Deputies of the Cuyahoga County Sheriff's Department who perform duties equivalent to those of the Court Service Officer. As of January 1, 2000, these Deputies are paid an entry level wage of \$29,533.00 and reach a top level of \$38,995.00 in six years.

On the other hand, the wage rates of Court Service Officers in both Montgomery County, (\$42,140.00) and Franklin County, (\$46,155.00) significantly exceed the compensation paid by the Hamilton County Sheriff.

Data necessary to compare the compensation of Hamilton's Court Service Officer I employees with that of their counterparts in comparable Sheriff Departments were unavailable.

There is apparently an apprehension on the part of Hamilton's Court Service Officers that they are the "step-children" of the Sheriff Department in that little significance has been attached to the increase in the volume of their activities over the past several years and the increase in risk of harm attendant to the performance of their duties in Court, in serving process and in the transportation of prisoners.

The Fact-Finder believes at least a small additional adjustment is appropriate for these classifications.

RECOMMENDATION

Considering the current compensation of Bargaining Unit members, the wage increases negotiated in the other comparable Sheriff Departments, and the likely rate of inflation the Fact-Finder finds appropriate and recommends (1) A one-time increase of one hundred dollars (\$100.00) in the base pay of Court Service Officers I and II to which increased base pay the following annual percentage wage increases shall be applied; (2) For all classifications and steps within each classification of members of the Bargaining Unit, a 3.5% increase retroactive to the beginning of the pay period which includes January 1, 2000; (3) An additional 4% increase effective with the beginning of the pay period which includes January 1, 2001 and a 3.75% increase effective with the beginning of the pay period which includes January 1, 2002.

II. Section 20.4, Withholding Of Step Increases For Unsatisfactory Performance.

The 1997 Contract.

Article 20, Section 20.4 of the recently expired Contract provided:

"Section 20.4. Employees employed on the effective date of this Agreement shall be placed in the step of their assigned pay range to which they are entitled by their length of service. Employees promoted to a higher position which has a higher range in pay shall be assigned to the entry level rate, except when an employee's existing rate of pay exceeds the entry level rate, in which case an employee would maintain his/her rate of pay for the duration of the probationary period, and shall then be advanced to the step which grants the employee an increase in pay. Promoted employees shall advance through the steps in the pay period which includes their anniversary date of entry into the classification.

"New hire employees who enter the bargaining unit after the effective date of this Agreement shall begin at the entry level rate of the classification hired into, and shall be advanced annually in the pay period which includes their anniversary date of hire, until the top step is reached.

"An employee hired into the training classification of Patrol Recruit shall be paid at the rate of eighty percent (80%) of the entry rate for Patrol Officers. Upon permanent assignment to a bargaining unit classification the employee shall be assigned to the entry rate, and shall be advanced through the steps in the pay period which includes his/her anniversary date of hire as a Patrol Recruit."

THE UNION'S PROPOSAL

The Union wishes to maintain Article 20, Section 20.4 without change. It is unalterably opposed to the introduction of "performance" or "merit" based pay. The Union asserts that the current evaluation system is not trusted by employees because it requires Supervisors to make subjective judgments which are often the product of prejudice or grudges against particular employees. Further, the process is perceived to be flawed because reviewing Supervisors are not familiar with the work of a particular Officer, and distorted by the Sheriff's alleged policy to lower evaluations which are deemed too high.

In the Union's view, Patrol Officers ought not to be competing for ratings. Their jobs are not comparable to factory production models where compensation is volume based.

THE SHERIFF'S PROPOSAL

The Sheriff seeks to introduce the concept of "performance based pay" into the compensation for the Bargaining Unit as the County has done in other Units. The effect of its proposal would be to delay the receipt of a step increase by any employee with an unsatisfactory performance rating until the employee has had at least two (2) chances each year to improve performance. Similarly, Officers who have reached the top step, and who do not deliver at least a

minimally acceptable performance, would have their general pay increase deferred.

The Sheriff proposes to revise the language of Section 20.4 as follows:

"Section 20.4. Employees employed on the effective date of this Agreement shall be placed in the step of their assigned pay range to which they are entitled by their length of service. Beginning January 1, 2001, any employee who has not performed satisfactorily shall have his/her step increase delayed for a period of four (4) months. At the end of that four (4) month period, the employee will have his/her performance reviewed again, and will receive his/her step increase at that time if his or her performance has reached the satisfactory level. If the employee's performance has not reached the satisfactory level at the end of the four (4) month period, his or her step increase will be delayed again for another four (4) month period. At the end of that second four (4) month period, the employee will have his/her performance reviewed again, and will receive his/her step increase at that time if his or her performance has reached the satisfactory level. If the employee's performance has not reached the satisfactory level at that point, his/her step increase for that year will be denied permanently. No step increase that has been delayed will be made retroactive. (This paragraph does not apply to the supervisory unit).

"Similarly, beginning January 1, 2001, any employee who has reached the top step as of January 1 of any contract year and who has not performed satisfactorily shall have his/her general increase delayed for four (4) months. At the end of that four (4) month period, the employee will have his/her performance reviewed again, and will receive his/her general increase at that time if his/her performance has reached the satisfactory level. If the employee's performance has not reached the satisfactory level at the end of the four (4) month

period, his/her general increase will be delayed again for another four (4) month period. At the end of that second four (4) month period, the employee will have his/her performance reviewed again, and will receive his/her step increase at that time if his or her performance has reached the satisfactory level. If the employee's performance has not reached the satisfactory level at that point, his/her step increase for that year will be denied permanently. No general increase that has been delayed will be made retroactive.

"The delay or denial of a step increase or a general increase will not foreclose the Employer from using any other means he would normally employ to address lack of performance. An employee who successfully completes the probationary period will receive the concurring step increase, whereas an employee who does not successfully complete the probationary period will be removed or reduced according to Article 11: Probationary Periods. The Employer shall determine whether an employee's performance is satisfactory based upon the employee's most recent annual evaluation. Such determination shall not be grievable or arbitrable.

"Employees promoted to a higher position (including entry into the bargaining unit from another position with the Sheriff's Office) which has a higher range in pay shall be assigned to the entry level rate, except when an employee's existing rate of pay exceeds the entry level rate, in which case an employee would maintain his/her rate of pay for the duration of the probationary period or until such time as he/she attains the necessary service credit to advance a step, and shall then be advanced to the step which grants the employee an increase in pay subject to the provisions above. Promoted employees shall advance through the steps in the pay period which includes their anniversary date of entry into the classification also subject to the provisions above.

"New hire employees who enter the bargaining unit after the effective date of this Agreement shall begin at the entry level

rate of the classification hired into, and shall be advanced annually in the pay period which includes their anniversary date of hire, until the top step is reached, all subject to the provisions above.

"An employee hired into the training classification of Patrol Recruit shall be paid at the rate of eighty percent (80%) of the entry rate for Patrol Officers. Upon permanent assignment to a bargaining unit classification the employee shall be assigned to the entry rate, and shall be advanced through the steps in the pay period which includes his/her anniversary date of hire as a Patrol Recruit, subject to the provisions above."

FINDINGS

Under Article 17 of the subsisting Contract, the right of the Sheriff to publish "performance evaluation policies and procedures" is acknowledged, subject to the requirement that those policies and proceedings be applied to Bargaining Unit members in a "consistent and equitable manner." However, an employee who is dissatisfied with the results of the performance evaluation is barred from utilizing the grievance and arbitration procedure to contest the score given.

Records of individual Patrol Officer performance, measured in quantitative terms, are maintained. The tabulation includes the number of sick days utilized, the total miles driven, the number of felony arrests made and warrants served. The numbers are aggregated by District and Squad, and daily and monthly averages are posted.

Similar "score cards" are kept for the K-9 Unit and the Traffic Safety Section with modifications appropriate to their respective functions.

No data was presented with respect to the kind of performance records kept on Court Service Officers, Patrol Clerks, Engineers/Technician and Corporals.

The individual "Employee Evaluation Form" provides a numerical rating system covering various aspects of job performance, viz., "personal appearance/physical fitness & weight standards: attitude/drive; judgment; dependability; following of instructions; performance under pressure; communication; job knowledge/performance; job quality/quantity and initiative." Employees who are rated "above expectation" in any category receive three points, those whose performance is rated "as expected/satisfactory" are given two points. If the employee's performance is rated as "needs improvement" the employee receives one point. No points are given for an "unacceptable" evaluation.

To achieve an overall satisfactory rating, an employee must score twenty points. According to the Union, approximately 10% of the Officers score below twenty.

The proposal of the Sheriff represents a negative form of merit rating in that employees whose performance is deemed unsatisfactory or substandard are penalized by the withholding of the step increases to which they would otherwise be entitled, or, in the case of employees who have reached the highest step in the wage progression, the withholding of the

annual percentage wage increase until and unless performance is brought up to a satisfactory level.

Currently, employees are paid for the time spent at the job and not for "production" or other aspects of job performance. And, up to this point in time, unsatisfactory performance has been subject only to treatment under the discipline provisions of the Contract which do not embrace fines or the withholding of compensation without reduction in rank.

The Fact-Finder believes it is entirely inappropriate for a neutral to introduce such a radical change in compensation structure as the Sheriff proposes. Moreover, while the content and method of employee evaluation is usually left in the hands of Management, here the prohibition against a dissatisfied employee appealing an unfair rating through the grievance and arbitration procedure eliminates the safeguard against unreasonable and inequitable managerial action.

During the course of negotiations instead of a "stick" the County had offered a "carrot" in the form of an incentive pay program designed to reward superior performance. The proposal was not accepted by the Union and withdrawn by the County in favor of the compensation withholding policy presented at the arbitral hearing.

During the course of the mediation session, however, the Sheriff resuscitated its proposal and offered the following program:

"Employer Bonus Proposal

"Effective January 1, 2001, and again effective January 2, 2002, the Employer will pay a one half percent (.5%) of base wage bonus to any employee whose performance rating is above average; provided, no employee will be paid a bonus based on his or her issuing an above average number of citations."

This proposal in its present form is a working document - a starting point, not a finished product.

Significant ambiguities appear on its face. An "above average rating" is not defined, nor is it clear whether a bonus is to be paid because of some quantitative measure other than the issuance of an above average number of citations.

Superior performance in many aspects of Police work is traditionally recognized by the issuance of commemorative citations and medals, as well as in job assignments, and promotion in rank. Whether, as a matter of institutional policy, the Union would also sanction recognition in some form of incentive pay, and if so, whether the employer's proffer, in principle or as subsequently developed, might be acceptable, are matters which are best left for future dialogue between the parties and are inappropriate for resolution through the Fact-Finding - Conciliation processes.

Beyond this, recognizing the concerns of the Union about the way in which the current performance evaluation process is administered, as well as about some of the performance factors that are quantitatively measured, the Fact-Finder believes that the subject of performance evaluations should be reviewed

by representatives of the parties in a collegial, non-adversary manner.

RECOMMENDATION

The Fact-Finder recommends the parties adopt a new Section 20.8 to Article 20 as follows:

"There is hereby established a Performance Review Committee consisting of three members designated by the Sheriff and three members designated by the President of the Union to meet and confer with respect to the improvement of the present performance evaluation system and the appropriate scope of its utilization in matters affecting Bargaining Unit employees."

The Fact-Finder does not recommend the adoption of the Sheriff's proposal for amendment to Section 20.4 of Article 20.

III. Article 20, Section 20.5 - Officer-In-Charge (Premium Pay).

The 1997 Contract:

Article 20, Section 20.5 of the recently expired Contract provides:

"Section 20.5. Any employee (excluding Corporals) who, in the absence of a supervisor, is designated by the executive officer or section commander as officer-in-charge, shall receive an additional four dollars (\$4.00) for each shift as assigned."

THE UNION'S PROPOSAL

The Union asks that Court Service Officer employees who perform duties outside of their specific classifications such as those exclusively performed by a Supervisor or an employee in a higher classification, be paid at the highest hourly rate of the classification with which the services rendered are associated:

"Section 20.5. Any employee (excluding Corporals) who, in the absence of a supervisor is designated by the Division or his designee as officer-in-charge, shall receive an additional four dollars (\$4.00) for each shift as assigned. Any employee member of the Bargaining Unit in Court Services Division who does the job of a Supervisor or employee in a higher classification, shall be paid at the highest hourly rate of the classification to which that Supervisor or employee belongs for a minimum of eight hours or the actual hours worked in the absence of the Supervisor or employee in a higher classification whichever is greater."

THE SHERIFF'S PROPOSAL

The Sheriff rejects the proposal of the Union and seeks to retain the current language of Section 20.5.

FINDINGS

The Union focuses upon a narrower issue than its proposal suggests. It asserts that when Court Service Officer II classified employees are absent, those in the Court Service Officer I classification perform the functions of the absent employees, including the service of civil summons, a function which belongs exclusively to the Court Service Officer II category.

The Sheriff rejoins that those instances involve a voluntarily assumption of duties, and are viewed as opportunities for Court Service Officer I employees to obtain experience and training in the responsibilities of the Court Service Officer II classification so that they would become eligible for promotion to that classification.

The principal duties of the Court Service Officer I are to "provide fixed post and roving security to designated Hamilton County buildings, and to provide security over prisoners to/from/during court hearings and to provide court room security."

While these duties are also performed by the Court Service Officer II, the majority of duty time by employees in this classification consists of "operating county vehicles to transport prisoners and mental patients ordered by the courts to and from institutions, serving and executing court orders and processes directed to the Sheriff's Department and completing records documenting service, taking custody of

persons under the direction of court orders, warrants and orders of detention and routing transportation trips for pick up, delivery and return of prisoners." To discharge these responsibilities the Court Service Officer II must possess a valid Ohio Peace Officer's Training Certificate.

In the private sector, Bargaining Unit employees who are temporarily assigned to the duties of a higher rated classification are typically entitled to receive the pay associated with that classification for the work performed or the time spent. However, if the primary purpose of the assignment is for supervised training or instruction of the employee, rather than production, the employee is normally not paid at the higher rate.

RECOMMENDATION

The Fact-Finder recommends that Court Service Officers I who are assigned the duties of a Court Service Officer II primarily because of the need for the rendering of these services associated with the latter classification, (as when Court Service Officer II classified employees are absent), rather than for educational or instructional training purposes, the Court Service Officer I employees should be compensated at the higher rate for that portion of the time devoted to the duties of the higher classification.

Accordingly, the Fact-Finder recommends that the parties adopt the following provision as Section 20.5:

"Section 20.5. Any employee (excluding Corporals) who, in the absence of a supervisor is designated by the division commander or his designee as officer-in-charge, shall receive an additional four dollars (\$4.00) for each shift as assigned. A Court Service Officer I classified employee who is assigned to perform duties of a Court Service Officer II classified employee shall be paid at the Court Service Officer II rate corresponding as close as may be, to the wage scale step of the Court Service Officer I for all hours spent in performing such duties."

IV. Article 20, Section 20.7 - Longevity Pay.

The 1997 Contract:

"Section 20.7. Beginning the first day of the pay period within which an employee completes the required number of years of total service with the Employer, he/she will receive an automatic adjustment in his/her rate of pay equal to and in accordance with the following:

"Ten (10) years of service:
One Percent (1.0%)

"Fifteen (15) years of service:
One and one-half percent (1.5%)

"Twenty (20) years of service:
Two percent (2%)

"The amount of the adjustment will be added to the employee's rate of pay. The gaining of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee.

"The Section shall be effective immediately and each employee shall have his/her pay adjusted in accordance herewith beginning

the first pay period after the effective date of this Agreement."

THE UNION'S PROPOSAL

The Union proposes to increase the two percent (2%) adjustment in pay available after twenty years of service to two and one-half percent (2.5%).

Drawing upon the State Employment Relations Board Clearinghouse Report as of November 19, 1999, the Sheriff portrays the longevity compensation available in the six most populous counties as follows:

<u>"Jurisdiction</u>	<u>Longevity</u>
Franklin Co.	Y; 5 yrs - \$75
Hamilton Co.	Y; 10 yrs. - 1%; 15 yrs. - 1.5%; 20 yrs. - 2%
Lucas Co.	N/A
Montgomery Co.	Y; 5 yrs. - 1%; 10 yrs. - 1.3%; 15 yrs. - 1.5%; 20 yrs. - 1.8%; 25 yrs. - 2%
Stark Co.	Y; 4 yrs. - 2%; 15 yrs. - 3%
Summit Co.	Y; 8 yrs. - 1%; 16 yrs. - 1.5%; 21 yrs. - 2%; 26 yrs. - 2.5%"

THE SHERIFF'S PROPOSAL

The Sheriff seeks to maintain the existing longevity schedule without change.

FINDINGS

With the exception of Stark County which offers a 3% longevity increment after fifteen years of service, Hamilton

County's 2% premium achieved after twenty years of service is greater than available in the comparable Counties.

It should be remembered, however, that Stark County's pay scale is thousands of dollars lower than that provided in Hamilton County.

So also, while Summit County offers a 2.5% longevity enhancement after twenty-six years of service, its base wage rates are similarly significantly below that obtaining in Hamilton County. Further, since the record discloses that it is common for Officers to retire after twenty-five years of service, Summit County's provision of an additional half point longevity payment after twenty-six years of service may reflect an attempt to induce senior personnel to remain on active duty. The need for such continuity of personnel is not apparent in the Hamilton County Sheriff Department.

As this Fact-Finder observed in 1997:

"The Union's evidence does not suggest any reason to increase the compensation of the most senior members of the Department over the more junior members. Neither does the evidence demonstrate that the retention of senior Officers has been a problem, or that the turnover rate of experienced Officers is unusually or unacceptably high.

"The Fact-Finder believes that monies available for compensation increases are better directed into the employees' base rates. A rising tide lifts all boats."

RECOMMENDATION

Accordingly, the Fact-Finder does not recommend adoption of the Union's proposal, but rather recommends that Article 20, Section 20.7 be carried forward and incorporated into the 2000 Contract without change.

V. Article 21, Sections 21.1, 21.2, 21.3 - Court Time/Call-in Time/Standby Time.

The 1997 Contract:

Article 21, Sections 21.1 - 21.3 provide as follows:

"Section 21.1. Whenever an employee is required to appear on off-duty time before any official court or before the Prosecutor for pretrial conference on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at the overtime rate for such appearances. If an employee appears before a court or at a pretrial conference for more than three (3) hours, or is required to make more than one appearance during any given off-duty day such excess time or additional appearances shall be compensated at one and one-half (1-1/2) times the employee's normal hourly rate of pay for all time spent in such appearances.

"Section 21.2. Any employee called in to work at a time outside his/her regularly scheduled shift, which call-in does not abut his/her regularly scheduled shift, shall be paid a minimum of three (3) hours at the overtime rate of pay.

"Section 21.3. Any employee who, while in an on-call status, is required to remain on the Employer's premises, or at his/her home or other specific location to await a call when needed, is considered as being unable to use the time effectively for his/her own

purposes and shall be considered to be working during the entire time he/she is on-call."

THE UNION'S PROPOSAL

The Union proposes to increase the compensation for off-duty Court appearances, for "call-ins" which do not abut the employee's regularly scheduled shift and for "on-call status" time, from three hours at the overtime rate to five hours at the overtime rate.

THE SHERIFF'S PROPOSAL

The Sheriff objects to any change in the compensation formula for employees called-in to work other than at their regularly scheduled hours, and seeks to retain the text of this Article without change.

FINDINGS

The Union has been unable to provide evidentiary support for its proposal to increase the present three hours of overtime compensation available for Court appearances, call-ins and standby assignments.

The record does not indicate that these off-duty reporting requirements are any more onerous or frequent today

than they were in prior years, or that the present pay structure for such reporting requirements is out of line with those prevailing in comparable Departments.

RECOMMENDATION

The Fact-Finder does not recommend the adoption of the Union's proposal, but recommends instead that Article 21 be carried forward without change.

VI. Article 23, Section 23.5 (New) - Time Paid For Holiday Work.

The 1997 Contract:

The expired 1997 Contract did not require payment of a double overtime rate for overtime worked on a holiday.

THE UNION'S PROPOSAL

The Union seeks to add a new Section 23.5 to Article 23 to read as follows:

"All employees who work overtime hours on a holiday shall be compensated at the rate of two and one-half (2-1/2) times his/her regular straight time hourly rate of pay."

THE SHERIFF'S PROPOSAL

The Sheriff rejects the Union's proposal and seeks to retain Article 23 without change.

FINDINGS

Over the years of the collective bargaining relationship between the parties, employees have received each December 1st one hundred and twenty hours of holiday compensatory time, equivalent to ten, eight-hour holidays at the time and one-half rate. There has been no special compensation afforded employees who work the holiday. Because the Patrol Officers work a rotating shift, all will work some holidays during the year, and there is no reason to pay a premium since such assignments "go with the territory."

Employees who do work overtime on a holiday are compensated at the premium rate of one and one-half times the straight time rate.

The Union has offered no evidence to suggest a particular need for a "super premium" for employees who work overtime on a holiday on which the employee is scheduled to work a regular tour of duty.

RECOMMENDATION

The Fact-Finder does not recommend the addition of Section 23.5 to Article 23 of the Collective Bargaining Agreement.

VII. Article 22, Sections 22.1, 22.2, 22.3 and 22.4 - Insurance.

The 1997 Contract:

The recently expired Contract provided in Sections 22.1 - 22.4 as follows:

"Section 22.1. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County employees who are in classified civil service positions. If such non-bargaining unit Hamilton County Employees are required to pay a portion of insurance premiums for any insurance plans, the same co-payment shall also apply to bargaining unit employees. The effective date of the life insurance plan shall be January 1, 1998.

"Section 22.2. The co-payment by bargaining unit employees as provided for in Section 22.1 for the 1998 insurance plans shall not exceed the 1997 co-payment level by more than eight percent (8%).

"Section 22.3. The co-payment by bargaining unit employees as provided for in Section 22.1 for the 1999 insurance plan shall not exceed the 1998 co-payment level by more than eight percent (8%).

"Section 22.4. All insurance co-payments provided for this Article shall be through payroll deductions."

THE UNION'S PROPOSAL

The Union seeks to maintain the current 8% cap on annual increases in employee contributions towards insurance premiums.

It therefore recommends amendment of Article 21 to read as follows:

"Section 22.1. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County employees who are in classified civil service positions.

"Section 22.2. The co-payment by bargaining unit employees as provided for in Section 22.1 for the 2000 insurance plans shall not exceed the 1999 co-payment level by more than eight percent (8%). In no instance shall the percentage increase implemented for Bargaining Unit employees be greater than the increase applied to non-bargaining Unit County employees.

"Section 22.3. The co-payment by bargaining unit employees as provided for in Section 22.1 for the 2001 insurance plan shall not exceed the 1999 co-payment level by more than eight percent (8%). In no instance shall the percentage increase implemented for bargaining unit employees be greater than the increase applied to non-bargaining unit County employees.

"Section 22.4. The co-payment by bargaining unit employees as provided for in Section 22.1 for the 2002 insurance plan shall not exceed the 1999 co-payment level by more than eight percent (8%). In no instance shall the percentage increase implemented for bargaining unit employees be greater

than the increase applied to non-bargaining unit County employees."

THE SHERIFF'S PROPOSAL

The Sheriff seeks to require members of the Bargaining Unit to pay the same portion of the annual insurance premiums as non-Bargaining Unit employees. It proposes the following amendments to Sections 22.1-22.4:

"Section 22.1. The Employer shall make available to all bargaining unit employees the same major medical/hospital care insurance plans, life insurance plans, and dental plans that are available to non-bargaining unit Hamilton County employees who are in classified civil service positions. If such non-bargaining unit Hamilton County Employees are required to pay a portion of insurance premiums for any insurance plan, the same co-payment shall also apply to bargaining unit employees. The effective date of the life insurance plan shall be January 1, 1998.

"Section 22.2. All insurance co-payment provided for this Article shall be through payroll deductions.

"Section 22.3. If the Hamilton County Personnel Department determines that it is desirable to establish any committee or procedure for the purposes of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the Union. The formulation of any committee or procedure as described in this Section shall be at the sole discretion of the Director of the

Hamilton County Personnel Department or the Director's designee.

"Section 22.4. The Employer agrees to indemnify and defend any bargaining unit employee from actions arising out of the lawful performance of his/her official and/or assigned duties."

The Sheriff argues that no other group of County employees enjoys a similar cap on their contributions towards the cost of insurance, and that the existing 8% ceiling for the Enforcement Officers Unit was meant to be a "transitional measure" leading to acceptance of responsibility for the same share of the cost of insurance as is borne by all other personnel.

FINDINGS

Health insurance costs have risen faster over this past decade than the consumer price index for all goods and services. The organization of HMO's and "Preferred Provider" panels have proven effective in reducing the rate of increase in medical and hospital costs, while the introduction of deductibles, co-insurance and employee premium contributions in insurance programs have similarly helped to stabilize the cost of health insurance by deterring over-utilization.

However, it is desirable that the terms on which employees participate in insurance coverage be uniform throughout County employment. Otherwise, the groups bearing greater financial responsibility to pay insurance premiums

tend to subsidize the groups bearing a lesser share of such responsibility.

The Sheriff represents that neither the Supervisors in the Sheriff Department nor "any other group, union or non-union, in the county" have a similar cap upon the employee share of insurance premiums.

Given the present sanguine estimates of future medical care costs, the Fact-Finder does not believe that the employees in the Sheriff's Department are subject to an undue risk of runaway insurance premiums and the economic benefits herein proposed by the Fact-Finder suggest that any increases that may occur will be fairly within the employees' ability to absorb.

RECOMMENDATION

The Fact-Finder recommends adoption of the Sheriff's proposal to amend Article 22, Section 22.1 - 22.6 and to renumber those Sections appropriately as Sections 22.1-22.4..

VIII. Article 22, Section 22.5 (New Section) - Life Insurance.

The 1997 Contract:

The 1997 Agreement did not mandate continuation of life insurance throughout the term of the Agreement.

THE UNION'S PROPOSAL

The Union proposes to include as renumbered Section 22.5 the following provision:

"Section 22.5. The life insurance policy currently in effect shall continue throughout the term of this Agreement."

THE SHERIFF'S PROPOSAL

The Sheriff points out that Section 22.1, as both presently in effect and in the Sheriff's proposal, provides that Bargaining Unit members will receive the same life insurance plan as is available to non-Bargaining Unit County employees and there is therefore no need for the additional term.

FINDINGS

The Union's proposal seeks continuation of the life insurance policy in effect. The proposal is not in conflict with a requirement that if any non-Bargaining Unit Hamilton County employees are required to pay a portion of the premium for any insurance plan, the Bargaining Unit employees will be responsible to make the same co-payment. The effect of the Union's proposal, however, is to prohibit the Sheriff from

discontinuing the life insurance policy or altering its coverage or benefit levels.

Unlike health insurance, life insurance costs are fixed and determinable. There appears to be no reason either to abolish the insurance or reduce its benefits.

RECOMMENDATION

The Fact-Finder recommends that the Union's proposal for a new Section 22.5 be adopted in the successor Contract.

IX. Article 22, Section 22.6 (New) - Retention of Hospitalization Coverage By Employees On Unpaid Leaves Of Absence.

THE UNION'S PROPOSAL

The Union proposes to add a new Section 22.6 to the renumbered Article 22 to read as follows:

"Section 22.6. Employees on unpaid leaves of absence shall be able to retain their hospitalization coverage by paying the entire amount of the premium at their own expense."

THE SHERIFF'S PROPOSAL

The record does not reflect the Sheriff's specific objection to this proposal.

FINDINGS

As formulated, the Union's proposal would impose no additional expense upon the Department. However, it is not clear whether the existing health insurance policies permit employees on extended unpaid leaves of absence to continue to be included as members of the covered group.

RECOMMENDATION

The Fact-Finder recommends that the Union's proposal be adopted provided that such coverage is consistent with the terms of the existing health insurance policies.

**X. Article 24, Sections 24.4(D) (New) and 24.5 -
Vacation Leave Accrual.**

The 1997 Contract:

Article 24, Section 24.5 provides:

"Section 24.5. Vacation leave may be accrued up to three (3) times the employee's annual accumulation rate. Excess vacation shall be forfeited."

THE UNION'S PROPOSAL

The Union seeks to assure that the approved vacation requests of Bargaining Unit members are not affected when more senior employees transfer into their work group.

The Union also wants to increase the balance of unused vacation time that employees may accrue from three times their annual earnings to four times. The Union further proposes to avoid forfeiture of vacation time accumulated in excess of the maximum carryover allowance, if the employee's request to utilize the excess had been denied by the Employer.

For these purposes the Union proposes to amend Article 24, Sections 24.4 and 24.5 to read as follows:

"Section 24.4

....

"(D). An employee who has received approval of his/her vacation request shall not lose his/her right to that approved vacation period to a more senior employee who transfers in to his/her unit or location.

"Section 24.5. Vacation leave may be accrued up to four (4) times the employee's annual accumulation rate. Excess vacation shall be forfeited. Except that if the employee attempts to use vacation leave but is denied the use of such vacation leave by the employer in the preceding calendar year, the excess vacation shall be paid to the employee."

THE SHERIFF'S PROPOSAL

The Sheriff conditionally offers to increase vacation accrual to three times the annual earnings plus the amount accrued in the current year. This concession parallels the enhanced vacation accrual already provided to non-Bargaining Unit employees in obedience to an Opinion of the Ohio Attorney General on the subject.

The effect of the Sheriff's proposal is to permit employees to accrue vacation entitlements for three years and three hundred sixty (364) days of a fourth year before accrued time would be subject to forfeiture.

The condition attached to the Employer's concession is that the Union agree to the Employer's proposal to end the practice of allowing Patrol Officers to retain their hand guns upon retirement, an issue which the Fact-Finder has considered infra.

The Sheriff's proposal is as follows:

"Section 24.5. An employee may accumulate and carry over vacation leave for up to three (3) years. The maximum amount that an employee may have to his or her credit at any one time is the portion of any earned but unused vacation leave for the current year in addition to the earned but unused vacation leave for the three (3) years immediately preceding the last anniversary date of employment."

FINDINGS

According to the uncontradicted testimony at the Fact-Finding hearing, no employee has ever lost vacation entitlements because of the Employer's refusal of a request to use vacation time. Vacations are scheduled well in advance, and taken as scheduled. Moreover, no present employee has reached the existing maximum carry-over of vacation leave. And, there is no evidence that Bargaining Unit members' approved vacation schedules have been pre-empted in favor of the preference of senior employees who have transferred into their work unit or location after completion of the vacation scheduling process.

RECOMMENDATION

The Fact-Finder does not recommend adoption of the Union's proposals for Section 24.4 and Section 24.5 of Article 24.

Instead, the Fact-Finder recommends adoption of the Sheriff's proposal to amend Section 24.5.

XI. Article 25, Section 25.2 (C) & (F) - Sick Leave.

The 1997 Contract:

Section 25.2 of the 1997 Agreement provides as follows:

"Section 25.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

"A. Illness or injury conditions of the employee.

"B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

"C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-work hours.

"D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.

"E. Illness or injury condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.

"F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary, and when such examination cannot be scheduled during non-work hours.

"For purpose of this Section, the definition of immediate family shall be: mother, father, son, daughter, brother, sister, spouse, grandparent, grandchild, mother/father/daughter/son/sister/brother-in-law, or a legal guardian or other person who stands in the place of a parent (loco parentis)."

THE UNION'S PROPOSAL

The Union seeks to maintain the text of Section 25.2 without change.

THE SHERIFF'S PROPOSAL

The Sheriff seeks to modify Section 25.2 to make clear that sick leave used for medical appointments is to be limited to the time actually necessary to attend the appointment.

It proposes the following changes in the text of Section 25.2:

"Section 25.2. Sick leave shall be granted to an employee, upon approval by the Employer, for the following reasons:

....

"C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, for those hours reasonably necessary to attend the examination and when such an examination cannot be scheduled during non-work hours.

....

"F. Examination, including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary for those hours reasonably necessary to attend the examination, and when such examination cannot be scheduled during non-work hours.

...."

FINDINGS

The record does not present any evidence of abuse of sick leave by members of the Bargaining Unit. The Sheriff's proposal to limit the use of sick leave to attend medical examinations of the employee or the employee's immediate family to "those hours reasonably necessary to attend the examination" is not justified by the record.

Further, enforcement of any such restriction poses the threat of significant intrusions into employee privacy. Some sort of surveillance would be necessary to verify the length of time the employee remained at the medical facility before being examined, the time consumed by the examination and whether any recovery period from the procedure was warranted.

Enforcement becomes even more complicated when the employee is responsible for transporting a relative for the medical examination. If the examination reveals a serious health problem, the family member may be in need of psychological support which would further justify the employee's failure to immediately return to work.

RECOMMENDATION

The Fact-Finder does not recommend the adoption of the Sheriff's proposal, but rather recommends adoption of the existing text of Section 25.2, of Article 25.

XII. Article 25, Section 25.2 (D) - Sick Leave (Funeral).

The 1997 Contract:

Section 25.2(D) provides:

"D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not included in the definition of immediate family.

THE UNION'S PROPOSAL

The Union seeks to maintain the present text of Section 25.2(D).

THE SHERIFF'S PROPOSAL

The Sheriff seeks to reduce the time-off in the event of a death of a member of the employee's immediate family from five days to three as follows:

"Section 25.2.

....

"D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed three (3) days. One of the days must be the date of the funeral. An employee may use one (1) day of sick leave to attend the funeral of a relative not

included in the definition of immediate family."

FINDINGS

The record is bereft of any suggestion that there has been, or will likely be, an epidemic of funerals for family members of Bargaining Unit members. The Fact-Finder finds no justification to take back some of the days of Funeral Leave that the Union had won in negotiations for an earlier Contract.

RECOMMENDATION

The Fact-Finder does not recommend the Sheriff's proposal to amend Article 25, Section 25.2(D), but instead recommends the adoption of the present text.

XIII. Article 25, Section 25.7 - Sick Leave.

The 1997 Contract:

Section 25.7 of the 1997 Agreement provides as follows:

"Section 25.7. An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of his/her accrued but unused sick leave, up to a

maximum payment of eight hundred (800) hours. Payment shall be based upon the employee's rate of pay at the time of retirement."

THE UNION'S PROPOSAL

The Union proposes to increase the sick leave which can be cashed-out upon retirement from eight hundred hours to one thousand hours. Its proposal reads as follows:

"Section 25.7. An employee with ten (10) or more years of service with the Employer, or ten (10) or more years of public service with political subdivisions of the State of Ohio, who retires from active service with the Employer, shall be paid for fifty percent (50%) of the value of his/her accrued but unused sick leave, up to a maximum payment of one thousand (1000) hours. Payment shall be based upon the employee's rate of pay at the time of retirement."

THE SHERIFF'S PROPOSAL

The Sheriff opposes any increase in the pay-out for unused sick leave, and seeks to maintain the existing text of Section 25.7. The Sheriff estimates that the additional cost of the Union's proposal could run as high as \$5,530.00 per retired Patrol Officer, and that there are potentially twenty such retirees over the life of the Contract. Moreover, a number of Supervisors would also be eligible for retirement during the same time frame, further escalating the cost.

FINDINGS

The record does not indicate the need to increase the number of accumulated sick leave hours for which retirees can be paid. Neither internal comparisons, nor comparisons with other Sheriff Departments justify the increase sought by the Union.

RECOMMENDATION

The Fact-Finder does not recommend adoption of the Union's proposal, but rather recommends adoption of the existing text of Section 25.7.

XIV. Article 25, Section 25.10 - Sick Leave (Bereavement Leave)

The 1997 Contract:

Article 25, Section 25.10 of the 1997 Contract provides as follows:

"Section 25.10. Upon the death of an employee's spouse, child, mother, father, sister, or brother, the Employer shall grant bereavement leave in lieu of the use of sick leave as provided for in Section 25.2(D). Bereavement leave shall be limited to a reasonably necessary time not to exceed five (5) calendar days. One of the days must be the date of the funeral. Bereavement leave shall not be deducted from any sick leave balance."

THE UNION'S PROPOSAL

The Union seeks to add to the existing text an additional paragraph to Section 25.10 to read as follows:

"Section 25.10. Employees may use one (1) day of bereavement leave on the same basis as above described for deaths in the employee's family or his/her spouse's family that are not related as closely as those described above."

THE SHERIFF'S PROPOSAL

The Sheriff opposes any enlargement of the list of eligible family members whose death would allow utilization of Bereavement Leave.

FINDINGS

The vague formulation of the Union's proposal with its undefined reference to an employee's or an employee's, spouse's, "family," invites interpretative conflicts and cannot be recommended by the Fact-Finder.

At the evidentiary hearing, the Union alluded to "step children" as a presently excluded category of family members which should be included within the provision for Bereavement Leave.

Often, in second marriages, children of an employee's spouse become part of the employee's household, and are treated as if the employee were the biological parent.

RECOMMENDATION

The Fact-Finder does not recommend adoption of the Union's proposal to amend Article 25, Section 25.10, but does recommend the following revision to the text of this Section:

"Section 25.10. Upon the death of an employee's spouse, child, step child living with the employee, mother, father, sister, or brother the Employer shall grant bereavement leave in lieu of the use of sick leave as provided for in Section 25.2(D). Bereavement leave shall be limited to a reasonably necessary time not to exceed five (5) calendar days. One of the days must be the date of the funeral. Bereavement leave shall not be deducted from any sick leave balance."

XV. Article 28, Section 28.6 - Uniforms and Equipment.

The 1997 Contract:

Article 28, Section 28.6 provides:

"Section 28.6. An employee who retires from service with the Employer shall be presented his/her badge. The badge shall be presented in such a manner as to make it unusable. The retiring employee shall also be presented with an identification card that identifies him/her as a retired deputy sheriff. Unless prohibited by law or by any court decision, the retiring employee may purchase his/her Employer issued hand gun for one dollar (\$1.00). In order to qualify for the provisions of this Section, the retiring employee must have completed ten (10) years of service with the Employer, and must apply for an be granted full retirements benefits by the Public Employees Retirement System (PERS)."

THE UNION'S PROPOSAL

The Union proposes to retain the current text of Section 28.6, but to add thereto the following provision:

"Any employees retiring with a psychiatric disability will not be permitted to purchase their hand gun."

THE SHERIFF'S PROPOSAL

The Sheriff seeks to withdraw the entitlement of retiring employees to retain their badges and firearms. It also seeks to clarify that "full retirement" benefits includes both "age and service" benefits. The Sheriff therefore proposes to amend Section 28.6 as follows:

"Section 28.6. An employee who retires from service with the Employer shall be presented with an identification card that identified him/her as a retired deputy sheriff. In order to qualify for the provisions of this Section, the retiring employee must have completed ten (10) years service with the Employer, and must apply for an be granted full retirement (age and service) benefits by the Public Employees Retirement System (PERS)."

FINDINGS

The Sheriff expresses concern over the criticism the Department has received when weapons formerly owned by Patrol

Officers have been found to have come into the hands of criminals.

Patrol Officers' firearms are the property of the County until they are "purchased" by the retiring Officer. There is no persuasive reason why retiring Officers must be allowed to retain their hand guns on retirement from service, particularly when the "retired" weapons may be transferred in a chain of transactions into the wrong hands, and end-up being used in the commission of crimes.

On the other hand, it is entirely appropriate that an Officer's badge be retired with the Officer as a memento of the years of service and proudly displayed in a trophy case or wall cabinet.

RECOMMENDATION

The Fact-Finder recommends the adoption of a revised Section 28.6 as follows:

"Section 28.6. An employee who retires from service with the Employer shall be presented his or her badge. The badge shall be presented in such a manner as to make it unusable. The retiring employee shall also be presented with an identification card that identifies him or her as a retired deputy sheriff. In order to qualify for the provisions of this Section, the retiring employee must have completed ten (10) years of service with the Employer, and must apply for and be granted full retirement (age and service) benefits by the Public Employees Retirement System (PERS)."

XVI. Article 29 (Renumbered as Article 28, Section 28.7)
- Uniforms and Equipment.

The 1997 Contract:

Section 29.1 of the 1997 Agreement provided:

"Section 29.1. As soon as practical following the effective date of this Agreement, or on the first regularly scheduled pay day following May 1, 1997, whichever date is later, and on the first regularly scheduled pay day following May 1, 1998 and the following May 1, 1999, employees who have completed more than one (1) year of service in the bargaining unit shall receive a service allowance of six hundred dollars (\$600.00)."

The parties have agreed that Article 29, Section 29.1 "Service Allowance" is to be merged into Article 28 as a new Section 28.7.

THE UNION'S PROPOSAL

The Union proposes that Section 29.1 of the 1997 Agreement be amended to allow proration of the Uniform Allowance where appropriate, and, as so amended, be incorporated as 28.7(A) of the successor Agreement as follows:

"Section 28.7.

"A. On the first regularly scheduled pay day following May 1, of each calendar year, employees who have completed more than one (1) year of service in the bargaining unit shall receive a uniform allowance of six hundred dollars (\$600.00). Payment shall be made by separate check. An employee who completes one (1) year of service in the bargaining unit after May 1 shall upon completion of the one (1) year service

requirement receive a pro-rated uniform allowance of \$50.00 per full calendar month of service from date of entry into the unit to May 1. An eligible employee who separates from service prior to May 1 of any year shall be entitled upon separation to a pro-rated share of the allowance based upon the number of months of service completed since the previous May 1."

THE SHERIFF'S PROPOSAL

The Employer would agree to prorate the Uniform Allowance on completion of one year of service in the Bargaining Unit, conditioned upon the Union's withdrawing its proposal that a Court Service Officer I who temporarily performs the work of a Court Service Officer II receive the higher rate of pay.

The Sheriff acknowledges that under the 1997 text of Section 29.1, newly assigned Court Service personnel transferring from the Correction Officers Bargaining Unit, would not receive a Uniform Allowance for as long as twenty-three (23) months, because they would not be entitled to the allowance under the Correction Officers Contract, and would not meet the one year service requirement on the distribution date of May 1st.

FINDINGS

Court Service Officers transferring from the Correction Officers' Bargaining Unit "fall through the cracks" because of the way in which the current Uniform Allowance provision is

structured. It is entirely fair that these employees receive a pro-rata share of the Uniform Allowance.

RECOMMENDATION

The Fact-Finder recommends adoption of the Union's proposal to add Section 28.7(A) to the text of Article 28.

XVII. Article 29 - Mandatory Wearing of Body Armor.

The 1997 Contract:

The expired Contract did not provide for the wearing of body armor. The subject was controlled by General Order No 211.

THE UNION'S PROPOSAL

The Union proposes to add a new Article 29 to the Contract to replace the provisions of General Order 211 concerning the wearing of body armor.

Its proposal reads in relevant part as follows:

"Section 29.1. All bargaining unit employees, who have been issued body armor, will wear the body armor while on duty. When working an off duty police related outside detail, body armor will be worn at the officer's discretion.

"Section 29.2. Bargaining unit employees, whose regular duty position requires the wearing of body armor, will be issued the

body armor as part of their assigned equipment.

"Section 29.3. Bike Patrol, Marine Patrol and D.A.R.E. Officers will not be required to wear body armor while they are working in those capacities.

"Section 29.4. Bargaining unit employees assigned to non-uniform investigative assignments will not be required to wear body armor.

"Section 29.5. Bargaining unit employees will wear the body armor with all front and back ballistic panels inserted.

"Section 29.6. Division commanders can approve exemptions to the wearing of body armor. The bargaining unit employee must submit a written request through the chain of command. The Division commander will consider the following exemptions that, if approved, will expire January 1 of each year.

"A. Administrative and staff assignments, including district/unit desk personnel. A position, rather than an individual may be exempted.

"B. A medical condition which precludes the wearing of body armor.

"a. The bargaining unit employee must submit a statement from a physician identifying the condition.

"b. The physician's specialty must be consistent with the diagnosis and treatment of the identified condition.

"c. The bargaining unit employee has the responsibility for renewing the exemption. The exemption may be renewed using the same process as above.

"d. Bargaining unit employees are reminded only medical exemptions are individualized.

"Section 29.7. The wearing of issued body armor is mandatory. Bargaining unit employees should consider their personal safety, and the safety of other officers who

may have to come to their aid, in making the decision to remove their body armor during a heat emergency.

"Bargaining unit employees have the discretion to remove their body armor during a heat emergency declared by local health officials. Even under these conditions, the wearing of the body armor is strongly encouraged.

"When the heat emergency is rescinded the wearing of body armor will be mandatory as directed by this order.

"Section 29.8. Exempted bargaining unit employees will have their body armor readily at hand while on duty.

"Section 29.9. Regardless of any exemptions, bargaining unit employees will wear body armor when executing an arrest warrant or search warrant, during stakeouts that may require enforcement action, and when directed by a supervisor.

"Section 29.10. Compensated court attendance is considered "on duty" status. However, when a bargaining unit employee appears in court in civilian attire, body armor will be worn at the bargaining unit employee's discretion."

THE SHERIFF'S PROPOSAL

The Sheriff opposes the inclusion of the subject of the wearing of body armor as a provision of the Contract.

The Sheriff has proposed to revise General Order 211 to read as follows:

"211.06.10 Body Armor

".A All deputies below the rank of Captain will wear body armor while on duty, or when working an off duty police related outside detail.

"(1) Deputies working an off duty police related detail where the only duties are the direction of traffic, are not required to wear body armor.

"(2) Deputies, whose regular duty position requires the wearing of body armor, will be issued the body armor as part of their assignment equipment.

"(3) Deputies who wish to work off duty police related outside details, but who have not been issued body armor, must purchase body armor. In order to allow sufficient time to acquire the body armor, deputies in this classification are granted an exemption from wearing body armor on off duty police related outside details until July 15, 2000. As of July 15, 2000, all deputies working off duty police related outside details must wear body armor.

".B Command officers above the rank of Lieutenant will wear body armor when actively involved in field operations, including off duty police related details.

"(1) Command officers working an off duty police related detail where the only duties are the direction of traffic, are not required to wear body armor.

"(2) Command officers, whose regular duty position requires the wearing of body armor, will be issued the body armor as part of their assignment equipment.

"(3) Command officers who wish to work off duty police related outside details, but who have not been issued body armor, must purchase body armor. In order to allow sufficient time to acquire the body armor, command officers in this classification are granted an exemption from wearing body armor on off duty police related outside details until July 15, 2000. As of July 15, 2000, all command officers working off duty police related outside details must wear body armor.

".C Deputies will wear the body armor with all front and back ballistic panels inserted.

".D Division commanders can approve exemptions to the wearing of body armor. The deputy must submit a written request through the chain of command. The Division commander will consider the following exemptions that, if approved, will expire January 1 of each year.

....

"(4) The wearing of issued body armor is mandatory. Deputies should consider their personal safety, and the safety of other officers who may have to come to their aid, in making the following decision:

"(a) Deputies have the discretion to remove their body armor during a heat emergency declared by local health officials. Even under these conditions, the wearing of body armor is strongly encouraged.

"(b) When the heat emergency is rescinded, the wearing of body armor will be mandatory as directed by this order.

"(5) Exempted deputies will have their body armor ready at hand while on duty.

"(6) Regardless of any exemptions, deputies will wear body armor when executing an arrest warrant or search warrant, during stakeouts that may require enforcement action, and when directed by a supervisor.

....

".E Compensated court attendance is considered "on duty" status. Deputies appearing in court wearing the uniform will wear body armor. Deputies appearing in court in civilian clothes will wear body armor at their discretion."

FINDINGS

The issue between the parties is whether Bargaining Unit members may be required to wear body armor when working on

off-duty Patrol-related details, or whether the decision should be discretionary with the Officer.

While the wearing of body armor is not a mandatory subject of bargaining, and may appropriately be regulated in the exercise of the Sheriff's retained rule making authority, it is not unreasonable to recognize the Union's concern about the discomfort occasioned by the wearing of body armor. The Union particularly objects to the mandatory requirement that body armor be worn when an off-duty job consists of directing traffic.

The Fact-Finder believes that the concerns of both parties can be accommodated if the wearing of body armor were made discretionary with the Bargaining Unit member when the principal responsibility of the off-duty assignment is "traffic control." This accommodation may be reflected in an appropriate "letter of understanding."

RECOMMENDATION

The Fact-Finder does not recommend adoption of the Union's proposal to add an Article 29 to the Agreement dealing with the wearing of body armor. Instead, the Fact-Finder recommends that the parties enter into a "letter of understanding" wherein the Sheriff agrees that when a Bargaining Unit member is "working an off-duty police related outside detail, the principal responsibility of which is

traffic control, body armor may be worn at the officer's discretion."

The Fact-Finder further recommends that the letter of understanding provide that the provisions of General Order 211 dealing with the wearing of body armor will not be changed without negotiating the proposed change with the Union.

XVIII. Article 42 - Education Committee.

The 1997 Contract:

Section 42.1 of the expired Agreement provides:

"Section 42.1. Following the execution of this Agreement the Sheriff and the Union shall each designate one (1) representative to serve on a Educational Committee charged with the responsibility for inquiring into and reporting back to the parties on the availability of specific job-related courses offered by institutions of post-secondary education within the county, the tuition charges for such courses and the number of bargaining unit members interested in enrolling in such courses. In its report the committee, shall set forth the criteria it used in determining which courses were job-related.

THE UNION'S PROPOSAL

The Union wishes to continue the Education Committee provision without change.

THE SHERIFF'S PROPOSAL

The Sheriff seeks to abolish the Education Committee.

FINDINGS

During the three years of the 1997 Agreement, the Education Committee never even met to fulfill the charge given to it by the Contract. The evidentiary hearing revealed no significant interest by either party in fulfilling the mission with which the Education Committee was charged.

RECOMMENDATION

The Fact-Finder recommends that Article 42 be deleted from the successor Agreement.

XIX. Article 43 - Parking Committee.

The 1997 Contract:

Article 43 of the 1997 Agreement provided:

"Section 43.1. Promptly upon the execution of this Contract the Union and the Sheriff shall each designate three (3) representatives to serve on a Parking Committee charged with responsibility for inquiring into and making recommendations respecting the availability of parking spaces in downtown Cincinnati."

THE UNION'S PROPOSAL

The Union proposes to replace the text of Section 43.1 with the following:

"All members working in downtown Cincinnati shall be able to park for free in a space convenient to their place of work."

THE SHERIFF'S PROPOSAL

In view of the fact that the Parking Committee has met only once and produced no results, the Sheriff proposes that Article 43 be abolished. The Sheriff opposes either providing free parking space or reimbursing Bargaining Unit members for parking fees.

FINDINGS

The record reveals that the Parking Committee never made serious efforts to develop proposals to minimize the expense and promote the availability of parking for Bargaining Unit members as contemplated by the Contract. The only information presented at the evidentiary hearing was that a convenient parking garage in downtown Cincinnati charges \$75.00 for monthly parking.

With the exception of certain classifications of employees, e.g., Social Workers, who must travel throughout

the County to perform their duties, and who are also required to report to a downtown Cincinnati office, County employees are not reimbursed for their parking costs nor provided free parking space at County facilities.

Moreover, not all Bargaining Unit members work in downtown Cincinnati, and those who do not may also have to pay for parking without reimbursement.

The Fact-Finder is not persuaded that there is special justification for providing free parking to Bargaining Unit members who are assigned to the downtown area of Cincinnati.

RECOMMENDATION

The Fact-Finder does not recommend adoption of the Union's proposal for Article 43. Instead, the Fact-Finder recommends that Article 43 be deleted from the successor Contract.

Fact-Finder's Report signed, dated and issued at Cleveland, Ohio this 30th day of March, 2000.


ALAN MILES RUBEN
Fact-Finder

AMR:ljg