

STATE EMPLOYMENT
RELATIONS BOARD

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

JUL 25 A 11:17

THE HAMILTON COUNTY SHERIFF, :

EMPLOYER, :

and :

CASE NO. 2005-MED-06-0660

FRATERNAL ORDER OF POLICE, :

OHIO LABOR COUNCIL, INC., :

EMPLOYEE ORGANIZATION. :

CONCILIATOR'S AWARD

JUL 25 A 11:17
STATE EMPLOYMENT
RELATIONS BOARD

CONCILIATOR:

Philip H. Sheridan, Jr.
Attorney at Law
915 South High Street
Columbus, Ohio 43206
(614) 445-0733

FOR THE UNION:

Stephen S. Lazarus, Esq.
Hardin, Lefton, Lazarus & Marks, LLC
915 Cincinnati Club Building
30 Garfield Place
Cincinnati, Ohio 45202-4322

FOR THE SHERIFF:

Charles A. King, Director of Labor Relations
Clemons, Nelson & Associates, Inc.
411 W. Loveland Avenue, Suite 101
Loveland, Ohio 45140-2358

Award:

JULY 24, 2006

CONCILIATION AWARD

STATEMENT OF CASE: The parties, the Hamilton County Sheriff, represented by Charles A. King, Director of Labor Relations, Clemans-Nelson & Associates, Inc., and the bargaining unit, Fraternal Order of Police, Ohio Labor Council, Inc., including between 400 and 420 Corrections Officers, represented by Stephen S. Lazarus, Esq., Hardin, Lefton, Lazarus & Marks, LLC, have entered into negotiations for a contract between the parties to take effect December 1, 2005, and to expire November 30, 2008.

The parties engaged in a previous contract negotiation that resulted in the parties going to conciliation. The parties attached a copy of the expired collective bargaining agreement that was the result of that process.

The parties met and bargained in good faith, and were able to agree on changes in the previous contract language proposed by the parties that included additions to Article 9, Discipline, and in Article 42, Duration, that the agreement is effective December 1, 2005 and expires November 30, 2008. The parties submitted the remaining proposals that were not agreed to fact-finding on January 24, 2006, which led to a fact-finding and recommendation issued February 8, 2006, which was rejected.

Pursuant to R.C. § 4117.14 and Admin R. 4117-9-05, Philip H. Sheridan, Jr., 915 South High Street, Columbus, Ohio, was chosen by the parties as conciliator. At the conciliation hearing on April 11, 2006, the parties outlined their position on the remaining issues.

The meeting was convened at 10:00 a.m. at the Hamilton County Administration Building in Cincinnati. In addition to Mr. King, Mark T. Lucas and Jim Wolff of Clemans Nelson, Joe

Schmitz, Director of Corrections, Gary E. Berger, Personnel Director, Gail Wright, Administrative Assistant, and John Bruegger, Budget Fiscal Analyst, appeared for the Sheriff. In addition to Mr. Lazarus, Gwen Callender, General Counsel, and David L. Stanley, Staff Representative for FOP-OLC, Inc, Derek A. Owens, the local president, Allen D. Cox, Jerry P. Eshleman, Robert L. Eckstein, and Shawn Krommer, bargaining unit members, appeared on behalf of the bargaining unit. The matter was submitted upon statements, documentary evidence and arguments presented to the conciliator.

According to the provisions of R.C. Chapter 4117, the parties provided statements and a copy of the current contract, a list of the issues which have been resolved, the unresolved issues, and each party's final offer on the unresolved issues.

In issuing this conciliation report, I have given consideration to the provisions of R.C. Chapter 4117, and in particular, the criteria contained within R.C. § 4117.14(G) (7) (a)-(f). In general, I will consider the parties' positions, the expired contract language, and the decision of the fact finder. I am unlikely to recommend a change where no concrete, specific issues show the need for a change, and I will give deference to the fact finder's position where he has provided a reasoned explanation and one of the parties has submitted his decision on the merits as the party's last best offer.

ARTICLE 14, Vacancies.

The Fact finder's Report.

The fact finder recommended that no change be made in Section 14.1 having to do with adding preferred posts, and reference to attendance records in filling those posts. He recommended adding language to the contract as new sections 14.3 to 14.9 to specify the procedures for testing

correction officers and choosing Correction Sergeants (a position in a separate supervisor's bargaining unit. The fact finder deferred to the Sheriff on establishing and filling preferred posts. However, he opined that promotional procedures for promotion to higher ranks within other Divisions of the Sheriff's Department "are considerably fairer than the highly subjective process applied to Corrections Officers seeking the rank of Sergeant." He determined that the provisions belong in the Corrections Officer contract because of a previous arbitration award that supported the Sheriff's position that the Supervisors did not have standing to arbitrate standards with respect to applicants to enter their bargaining unit.

The Sheriff's Position:

The Sheriff's position at conciliation is that there should be no change from the previous contract. The Sheriff claims that management rights allow him to control movement from one bargaining unit to another, and believes that it is beyond the scope of the conciliator's authority to add language to the contract that deals with the promotion to Correction Sergeant. He has never agreed to bargain with the Corrections Officers on this issue. The other divisions have promotional opportunities within their contracts, whereas the Corrections Officer contract has just one rank.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit takes the position of the fact finder in proposing a final settlement offer.

AWARD

The fact finder determined that the procedure used by the Sheriff for choosing Corrections Sergeants is not as fair as the more objective testing process used in other divisions of the Sheriff's Department and that the Corrections Officers could reasonably doubt that merit and fitness were

being fairly recognized in the process. He did not directly discuss the Sheriff's argument that such determinations were within the Sheriff's management rights.

I agree with the fact finder and the bargaining unit that the subjective process used by the Sheriff does not appear to be as fair as the procedures bargained for in other contracts with the Sheriff. Based on my reading of *DeVennish v. City of Columbus*, (1991), 57 Ohio St. 3d 163, I think it is clear that I do have the authority to determine this issue. However, I have not seen any concrete examples of qualified corrections officers being unfairly denied promotions, whatever the perceptions may be. Whatever my personal belief is concerning the Sheriff's decision to treat one part of his work force so differently from the others, I think that the Sheriff can "have it both ways" and I reluctantly adopt the Sheriff's position on Article 14 because I think such a change should be reached by bargaining between the parties absent clear evidence of concrete, specific problems that the proposed change would address.

Article 19, Hours of Work and Overtime.

The Fact finder's report:

The fact finder recommended no change in Section 19.3, first paragraph, retaining the maximum compensatory time that can be accumulated by a bargaining unit member. Neither the Sheriff nor the bargaining unit chose to propose a change in that section.

The fact finder recommended a change in section 19.3B that he opined meets the need for a clearer statement of the employer's right to meet department needs when the Sheriff considers requests for compensatory time off. The fact finder considered the U.S. 6th Circuit decision in *Beck v. City of Cleveland*, 390 F. 3d 912(2004) in making his recommendation. He determined that the Sheriff could not deny compensatory time off based solely on a finding that such time off would

result in forced overtime for others. He based his recommendation on selected phrases from the Secretary of Labor's rule that related to the Sheriff's ability to perform the function—operation of the detention facilities, not its cost to the Sheriff's budget by reason of increased overtime.

The fact finder recommended changing the dates when an employee may convert all or part of the accrued compensatory time as set out in Section 19.3I.

The fact finder did not recommend new sections 19.3J, 19.3K, or 19.3L as proposed by the bargaining unit.

The fact finder recommended "housekeeping" changes to Section 19.8, but did not recommend the change proposed by the Sheriff that all employees except those assigned to the Sheriff's OPTC academy were subject to mandatory overtime. He did add language to Section 19.8A that "An officer shall not be forced to work mandatory overtime at anytime within the forty-eight (48) hour period prior to the beginning of the overtime post for which he/she has volunteered." He also added agreed changes in the 4th paragraph of that article. Finally, he added language to new paragraph "E" (which probably should be "F" because it is the 6th paragraph): "When an employee is off on approved leave, for a minimum of forty (40) hours, that employee shall be exempt from the mandatory overtime list for the first seventy-two (72) hours after returning to duty. Nothing herein shall preclude the employee from signing up for volunteer overtime."

All of these changes were related to clear evidence from both sides that overtime, mandatory overtime, and the timely usage of compensatory time off were a continuous area of conflict. The bargaining unit pointed to problems with late notice, frequent mandatory overtime, denial of requests for compensatory time off, all of which affected not only the employee but also the employee's family. The Sheriff was equally concerned about the disruption, scheduling

problems because of late calling off for sick leave, increased costs, and maintenance of adequate staff on duty at all of his facilities.

The Sheriff's Position:

The Sheriff made three changes to the fact finder's recommendation in his final offer. In Section 19.3B the Sheriff proposes the addition of language that gives examples of the "operational needs of the Department" in deciding whether to approve compensatory time off as "(e.g., having the proper number and type of staff on duty) and provided the grant of compensatory time does not cause forced overtime." In Section 19.8 he proposes that the language be changed to "All officers will be subjected to mandatory overtime." In Section 19.8F he proposes forty-eight (48) hours as the amount of time those employees returning from at least forty (40) hours of approved leave are exempt from mandatory overtime. He claims that the fact finder misunderstands the *Beck* case and that the "forced overtime" language can be placed in the contract to avoid the language in *Beck*.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit proposed the fact finder's language in proposing a final settlement offer on Article 19 in its written summary. However, at the hearing and in the proposed language attached to the written submission, in Section 19.3I, the bargaining unit did not agree to the fact finder's change of the effective date for election to convert accrued compensatory time to cash.

AWARD

I adopt the bargaining unit's final settlement offer on Article 19 and adopt by reference the proposed contract language contained in the bargaining unit's submission to me. Thus, no change is made in the date for election in Section 19.3I. It appears to me that the *Beck* case clearly forbids the denial of compensatory time solely because it would result in forced overtime, no matter what

the contract says. Forced overtime can be taken into consideration, but it is not determinative. I do not read the case to say that a contract can avoid binding regulations promulgated by the Secretary of Labor by adding language allowing a denial of compensatory time off that would result in forced overtime for others. The Sheriff has the obligation to show by clear and affirmative evidence that the allowance of a request for compensatory time off would cause an undue disruption of his maintenance of detention centers for the County's citizens in order to comply with the Secretary's binding regulations. The Secretary's regulations are entitled to deference because "undue disruption" is inherently vague, and the Secretary has opined that causing another to work overtime in order to grant the request is not, by itself, proof of "undue disruption."

Article 20, Wages and Compensation.

The fact finder's report:

The fact finder recommended across the board wage increases in each of the three years of the contract of 5% for 0-36 month employees, 4% per year for 37-60 month employees, and 3% per year for 60+ month employees. He recommended doing away with the contract's three-year "wash-out" provision. The fact finder also determined that the parties had agreed to have the annual pay raise be effective for the pay period with the first pay date of the new calendar year.

His recommendation demonstrated that he considered the evidence presented by the parties, including budgetary information, projections, cost of living, prior years' information, and comparables from at least two contiguous counties. He reasoned that most of the admitted problems relating to hiring, retention, overtime, and difficulty in utilizing compensatory time off could be alleviated by hiring more corrections officers. His analysis of comparables from Butler and Warren Counties showed that they had no difficulty in getting qualified applicants and keeping

them because the entry levels were paid at a much higher rate than that paid by Hamilton County. Thus, he recommended a much higher raise for entry level employees even at the cost to the most senior employees who would not receive raises that matched the most recent cost of living increases. He opined that the “washout” after three years “might conceivably improve the performance of some entry-level employees, but termination without any showing of cause after three years appears like an extraordinarily rare and counterproductive procedure.”

The fact finder inferred that the County was able to pay the costs of the increases based upon the Sheriff’s argument. He believed that the County’s goal of raising its reserve fund to 20% of annual budget expenditures did not justify withholding cost of living raises for some of its lowest paid employees. He suggested that the County needed to place a priority on its core government functions, e.g. operation of detention centers, before it allocated assets to fund the debt on the stadium or to perform police patrol functions within the City of Cincinnati.

The Sheriff’s Position:

The Sheriff proposes 4.5% across the board raises in each of the three years of the contract for 0-36 month employees and 3% across the board raises in each of the three years of the contract for employees in the other two grades. The raises would be effective with the “first pay of 2006 (meaning the beginning of the pay period that is paid on the first regular payday in 2006).” The Sheriff argues that he is constrained due to the County’s severe economic condition, and that consideration of internal comparables supports the Sheriff’s position that this bargaining unit has done very well in terms of the percentage of general across the board wage increases in the last round of negotiations.

The Sheriff proposes maintaining the three-year “washout” provision. The Sheriff claims that he effectively “purchased” the washout provision in the last contract with a generous wage increase, and although usage of the provision was limited to only three positions in the last three years it is very valuable to the Sheriff so that he can be protected from the worst of the employees before they are eligible for a very significant wage increase.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit proposes 4.5% across the board raises in each of the three years of the contract for 0-36 month employees, 4% annual raises for 37-60 month employees, and 3.5% annual raises for 60+ month employees. The bargaining unit proposes current contract language that the raises are effective “the beginning of the pay period that included December 1.” The bargaining unit proposes removal of the “washout” provision of the contract.

The bargaining unit pointed to what it considered questionable decisions by the County concerning firing its administrator and hiring a new one and a new assistant at considerably higher cost, potential sources of increased revenue for the County, the adequacy of the County’s current fund balance, and how far behind these Corrections Officers are compared to their peers in other counties. The new employees received no wage increase over the life of the previous agreement according to the bargaining unit. The bargaining unit did propose a .5% reduction in the amount the fact finder recommended for the 0-36 month employees and a corresponding .5% increase for the 60+ month employees because it wanted its most senior employees to at least reach the cost of living level.

The “washout” provision is unique in contracts bargained for by the union according to the bargaining unit, and the one year probation period in the contract ought to be sufficient to allow the Sheriff to weed out those Corrections Officers he determined were not satisfactory.

The bargaining unit argued for its effective dates because its contract expired on November 30, 2005, and the parties have not changed the effective dates of the new contract when they agreed to duration. Under the language used by the Sheriff and the fact finder the Corrections Officers are deprived of an increase for at least two weeks after the new contract goes into effect. The bargaining unit pointed out that it was the Sheriff who requested the earlier expiration date of this bargaining unit’s contract for reasons related to negotiations among the various units within the Sheriff’s Department. The other units all had contract expiration dates of December 31.

AWARD

I adopt the bargaining unit’s final settlement offer on Article 20 and adopt by reference the proposed contract language contained in the bargaining unit’s submission to me. The bargaining unit’s offer is closer to the fact finder’s recommendation, and I was persuaded by the fact finder’s analysis of the wage issues. The last contract was concluded through conciliation and the three year “washout” provision was imposed on the bargaining unit by the conciliator, not “purchased” through negotiation. Why have a contract if “employment at will” applies for the first three years of employment? This is especially true given the contract the new hires are required to sign in addition to the labor agreement.

The fact finder was particularly persuasive in his analysis of the connection between hiring, retention, overtime, and their likely effects on the Sheriff’s actual expenditures over the next three years. The increased cost over three years may be less than the \$500,000 the parties agree is the

difference between the offer of the Sheriff and that of the bargaining unit. Although granting the bargaining unit's effective date, I do not believe I have the authority to make the increase retroactive to last year, so the language from the current contract will only have an effect on the second year of the contract.

Article 22, Insurance.

The fact finder's report:

The fact finder considered two proposals from the bargaining unit that sought to provide a guarantee of continuation of a current life insurance policy, and to provide a cap on health care premium increases that would limit them to the same percentage as the percentage wage increase for that year. He recommended general language that guaranteed the life insurance, but recommended no change in the premium language, which splits the premium 85% employer and 15% employee. The fact finder found the County's efforts to maintain a uniform program for all of its employees, union and non-union, was reasonable. There were only two units with a cap, which was imposed by a conciliator in 2004.

The Sheriff's Position:

The Sheriff adopted the fact finder's recommendation. The Sheriff sees the health insurance issue as a fairness and administration issue. Having everyone in the County under the same program allows the County Commissioners maximum flexibility to negotiate the best deal, and all employees get the same benefits and pay the same premiums as the non-bargaining unit employees. A recent change in carriers caused a reduction in premium for 75% of the County's employees.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit also adopted the fact finder's language for the guarantee on life insurance, but continues to insist that this bargaining unit should have a cap on health insurance premiums to protect its members from the "skyrocketing cost of insurance premiums." The bargaining unit claims their position is supported by comparables from other Sheriff's departments, and believes their premiums ought to be lower based on the requirement placed on them to maintain strict fitness and weight standards. Finally, the bargaining unit points out that despite the Sheriff's argument about moving to equalize all units, the County did not reject a recent fact finding in the Patrol and Patrol Supervisor's contract negotiations that maintains the cap for another three years in those units.

AWARD

I adopt the Sheriff's final offer on insurance and adopt by reference the language presented to me by the Sheriff on Article 22. Both parties agreed to the guarantee on life insurance, and the bargaining unit has not persuaded me that there is a real problem with increased insurance premiums that requires a cap.

Article 23, Holidays.

The fact finder's report:

The fact finder recommended no change in Article 23. The bargaining unit proposed adding the day after Thanksgiving to the ten paid holidays they currently enjoy. The bargaining unit pointed to the Road Patrol contract with the Sheriff, which provides for that day and a total of eleven paid holidays. The fact finder saw this issue as a financial one and thought the funds would be better spent on increases in the entry level wages.

The Sheriff's Position:

The Sheriff proposed no change to the number of holidays, but would increase the pay received by Corrections Officers who actually work on a holiday to time and one half for the hours actually worked in addition to the eight hours pay that all Corrections Officers receive for each holiday.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit proposed adding the day after Thanksgiving as an eleventh holiday and maintained the additional pay to Corrections Officers who actually work on the holiday to regular pay for the hours actually worked in addition to holiday pay. The bargaining unit believes its proposed final offer will cost the Sheriff less than the Sheriff's final offer.

AWARD

I adopt the Sheriff's final offer on holidays and adopt by reference the language for Article 23 presented to me by the Sheriff at the hearing. In an operation where the detention facilities operate no matter what the holiday, it makes sense to me to benefit those employees who actually have to be at work and are inconvenienced. The Sheriff's final offer does that.

Article 25, Sick Leave.

The fact finder's report:

The bargaining unit made proposals to the Sick Leave Article that sought additional time for bereavement leave, and sought to move that language to a separate article. The bargaining unit also recommended language to reduce what the bargaining unit considers as improper consideration of the usage of sick leave by bargaining unit members by the Sheriff. Because the parties only dispute the fact finder's addition to Section 25.1, this section will be discussed, and the portion that

considered bereavement leave is considered agreed as new Article 26, Bereavement Leave. The fact finder recommended additional language for improved documentation accompanied by new language urging respect for employee rights. He recognized that “it is impossible to define in contract language the fine line between legitimate inquiry and intimidation because whatever words appear on paper employment relationships vary widely based on the temperament of the individuals involved.” He tried to meet the Sheriff’s concern that documentation of sick leave use was being provided by office staff or nurses rather than a physician or dentist at the same time he met the bargaining unit’s complaint that the Sheriff tends to take adverse action against employees for their legitimate use of sick leave.

The Sheriff’s Position:

The Sheriff wants to continue to consider sick leave usage in the way in which he has in the past, and offers no change in the language of Section 25.1. The Sheriff takes the position that the continued substantial use of sick leave is a serious problem in the bargaining unit that causes mandatory overtime and that his consideration of such usage is appropriate and not abusive.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit adopted the fact finder’s additional language in Section 25.1, based on what it described as thoughtful compromise language. The bargaining unit feels that the Sheriff puts too much emphasis and adverse consequences on the legitimate use of bargained for earned sick time. Accordingly, the bargaining unit thinks the Sheriff should confine himself to the disciplinary process if he thinks that an employee is abusing sick leave.

AWARD

I adopt the bargaining unit's final settlement offer on Article 25 and adopt by reference the proposed contract language contained in the bargaining unit's submission to me. Each of the parties has valid issues in this difficult area. As an employer I recognize the frustration of management when a flu outbreak starts the day after a long weekend, and the increased costs to me cannot easily be recouped. Sick leave is not additional vacation time. However, individual employees who consider themselves honest and dedicated could reasonably expect to be treated with respect and sympathy when they have a period of time that illness strikes them or their families. The fact finder's addition to Section 25.1 tightens up the certification required after four or more consecutive days usage of sick leave and provides aspirational language that encourages the Sheriff to at least consider how the complained of actions are perceived by his employees.

Article 28, Uniforms and Equipment.

The fact finder's report:

The fact finder recommended an increase from \$600 to \$800 for a uniform allowance, as requested by the bargaining unit, and a new date for payout as requested by the Sheriff, with prorating so that the change does not adversely affect any employees. He based the increase on evidence of the cost of dry cleaning presented by the bargaining unit.

The Sheriff's Position:

The Sheriff does not agree to the increase in amount. The Sheriff presents anecdotal evidence that some Corrections Officers are not using the entire \$600 for the stated purpose as demonstrated by the appearance of bargaining unit members.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit adopts the fact finder's language on Article 28, and argues that the Sheriff has a perfect right to have additional inspections and to use the disciplinary process if the employee's appearance is below a reasonable standard. To keep the amount below that needed to properly keep up the uniforms improperly penalizes the employees who in good faith do follow a regular cleaning schedule.

AWARD

I adopt the bargaining unit's final settlement offer on Article 25 and adopt by reference the proposed contract language contained in the bargaining unit's submission to me. I agree with the fact finder that the increase appears appropriate given actual cleaning expenses. Whether or not some employees look as if they are properly caring for their uniforms should not determine how much the allowance should be, unless the Sheriff wants to move toward the lowest common denominator.

Article 31, Leave of Absence.

The parties are in agreement on Article 31.

Article 39, Residency.

The fact finder's report:

The fact finder recommended the bargaining unit's position on residency and proposed language that allows employees to live outside Hamilton County. He also provided that if the legislation then pending was adopted and signed by the Governor it would supersede the contract language.

The Sheriff's Position:

The Sheriff points out that the above-mentioned legislation has been enacted and approved and proposes deleting the Residency Article from the agreement.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit adopted the fact finder's position on residency.

AWARD

I adopt the Sheriff's final offer on residency and remove the Residency Article from the agreement.

New Article, Certified Duty Pay.

The fact finder's report:

The fact finder recommended no change and no additional language having to do with certified duty pay. The fact finder determined that any additional funds were better spent on raising the pay of the entry level Corrections Officers.

The Sheriff's Position:

The Sheriff adopted the fact finder's position on Certified Duty Pay. The Sheriff believes the administration of such a program would be a nightmare and that the Corrections Officers who obtain certification do so in order to be able to work special duty jobs outside of their employment and to qualify for positions when they become available in the Patrol Division.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit's final offer on this article is that Corrections Officers who are required to obtain Law Enforcement Certification in order to perform their duties according to the Sheriff's requirements should receive \$1.00 per hour for that certification. The bargaining unit pointed out

that the certified Corrections Officers incurred costs exceeding \$1,300.00 in order to become certified without any reimbursement. The bargaining unit argues that additional pay is clearly due for additional responsibilities.

AWARD

I adopt the Sheriff's final offer on this issue. There are several reasons why Corrections Officers obtain the Law Enforcement Certification, and the preferred posts that require the certification include other benefits, including no mandatory overtime. This issue should continue to be negotiated between the parties.

New article, Early Retirement Incentive.

The fact finder's report:

The fact finder did not recommend an addition of language to the contract as proposed by the bargaining unit. He reasoned that with such high levels of turnover the Corrections Division needed to retain senior personnel. The fact finder also was concerned about how many employees might be eligible for such a program.

The Sheriff's position:

The Sheriff's final offer was to reject the proposal and adopt the fact finder's recommendation. The Sheriff was concerned with administrative issues and uncertain costs.

The Fraternal Order of Police, Ohio Labor Council Position:

The bargaining unit's final offer was adoption of the PERS Early Retirement Incentive Program, which allows the employer to purchase up to five years of retirement credit for employees who are eligible to retire upon this purchase being made. According to the bargaining unit this

program would save the Sheriff money while allowing an employee to retire with full credit after twenty-five (25) years of service.

AWARD

I adopt the Sheriff's final offer on this proposal. This program should not be imposed by a conciliator, especially after the fact finder rejected it.

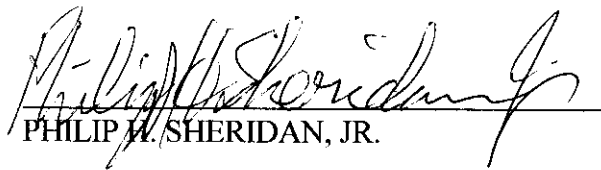
New article, Dispute Resolution Procedure.

The bargaining unit withdrew its proposal on dispute resolution procedure.

Conclusion

The parties courteously and competently presented the issues for determination to me, and I appreciate their professional behavior. I direct that all articles tentatively agreed to or left unopened by the parties are to be included in the successor agreement, and that the effective date of the agreement is December 1, 2005. The parties shall take such actions as are necessary to implement this award.

Respectfully submitted,


PHILIP H. SHERIDAN, JR.

CERTIFICATE OF SERVICE

I hereby certify that I mailed a copy of this Conciliation Award to the representatives of the parties at the addresses listed on the first page of this award and to the State Employment Relations Board, 65 E. State St., Columbus, OH 43215, by ordinary U.S. mail, postage prepaid, this 24th day of July, 2006.


PHILIP H. SHERIDAN, JR.