

**IN THE MATTER
OF
INTEREST ARBITRATION
(FACT FINDING)**

STATE EMPLOYMENT
RELATIONS BOARD

2001 JUN -1 A 10: 29

BETWEEN	CASE NO: SERB 00-MED-10-1172 00-MED-10-1173
FRATERNAL ORDER OF POLICE,	FACT FINDER: JOHN S. WEISHEIT
OHIO LABOR COUNCIL, INC.	HEARING DATE(S): May 15, 2001
And the	AWARD ISSUED: May 31, 2001
PIKE COUNTY SHERIFF	

**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
Robert W. Cross, President Cross Management 631 Seventh St. Portsmouth, Ohio 45662	Andrea Johan, FOP Staff Rep. FOP, OLC, Inc. 222 E. Town Street Columbus, Ohio 43215

AUTHORITY

This matter was brought before Fact Finder John S. Weisheit, in keeping with applicable provisions of ORC 4117 and related rules and regulations of the Ohio State Employment Relations Board. The matters before the Fact Finder are for consideration and recommendation based on merit and fact according to the provisions of ORC 4117, particularly those applicable to safety forces.

BACKGROUND

The, Pike County Sheriff, hereinafter called the “Employer”, recognizes the Fraternal Order of Police, Ohio Labor Council, Inc. , hereinafter called the “Union”. This recognition includes several bargaining units consisting of Sergeants, Lieutenants, Captains, Sworn Officers classified as Deputy-Investigator, Deputy-Patrol Officer, Deputy-Corporal, Deputy-Jailer, Deputy-Dispatcher and Deputy Sergeant Dispatcher; Corrections Officer-Dispatchers, and Civilian Dispatchers. There are about 15 employees in all bargaining units.

The parties engaged in bargaining for a successor Agreement to that expiring December 31, 2000. In the course of good faith bargaining, several issues were resolved in tentative agreement and are identified herein. Those remaining unresolved issues were ultimately brought before this Fact Finder in keeping with rules and procedures of ORC 4117.

A Fact Finding Hearing was called for May 15, 2001. As the parties convened and discussed procedural matters, the parties asked the Fact Finder to assist the parties in mediation in an effort to resolve the issues remaining at impasse prior to conducting the formal Fact Finding Hearing.

The mediation exercise resulted in tentative agreement, in principle, on all remaining issues. The parties requested the Fact Finder to issue a Report that would include the terms agreed to between the parties in the course of mediation. The Fact Finder was asked to write and issue the Report to be submitted May 31, 2001.

In compliance with ORC 4117.14(C)(4)(e), and related rules and regulations of the State Employment Relations Board, the following criteria were given consideration in making this Award:

1. Past collectively bargained agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;

3. The interest and welfare of the public, 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;
4. The lawful authority of the public Employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in public service or in private employment.

This Report is based on facts provided in document and testimony introduced by the parties during mediation and in keeping with statutory consideration cited above.

ISSUES OF TENTATIVE AGREEMENT

The following articles were tentatively agreed to, in total, or otherwise resolved prior to the Fact Finding Hearing and are recommended to be included in the successor agreement.

Article	Title	Article	Title
Article 1	Agreement	Article 26	Vacation Leave
Article 2	Purpose	Article 27	Representation
Article 3	Non-Discrimination	Article 28	Work Rules
Article 4	Management Rights	Article 29	Discipline
Article 5	Recognition	Article 30	Investigative Action
Article 7	No Strike/No Lockout	Article 31	Grievance Procedure
Article 8	Personnel Files	Article 32	Advanced In-service Training
Article 9	Labor-Management Committee	Article 33	Occupational Safety and Equipment
Article 10	Bulletin Boards	Article 34	Uniforms, Clothing and Equipment
Article 11	Labor Council Representation	Article 35	Insurances
Article 12	Absenteeism	Article 36	Hospitalization
Article 13	Probationary Periods	Article 37	Liability and False Arrest Insurance
Article 14	Seniority	Article 39	Severability

Article	Title	Article	Title
Article 15	Hours of Work and Overtime	Article 40	Maintenance of Standards
Article 17	Holidays	Article 41	Promotions, Bidding and Transfers
Article 18	Funeral Leave	Article 42	Working Out of Rank
Article 19	Jury Duty and Witness Duty	Article 43	Alcohol and Drug Testing
Article 20	Military Leave	Article 45	Retirement
Article 21	Personal Leave	Article 46	Death of a Deputy Sheriff or Bargaining Unit Member
Article 22	Pregnancy Leave	Article 47	Police Memorial Day
Article 23	Paid Leave	Article 48	Physical Fitness
Article 24	Sick Leave	Article 49	Injury Leave
Article 25	Sick Leave Conversion Upon Retirement		

ISSUES AT IMPASSE

The following issues were at impasse at time of the Fact Finding Hearing:

Issue	Title
Article 6	Dues Deduction & Fair Share Fee
Article 16	Layoff and Recall
Article 38	Wages
Article 44	Residency
Article 50	Duration and Signature Page

It is noted that most Articles herein listed were at impasse in part, not whole.

**SUMMARY OF THE RESPECTIVE POSITIONS
ISSUES AT IMPASSE**

The following Articles remained, in part and/or whole, unresolved at Fact Finding:

Employer Position	Issue	Union Position
Delete Fair Share Provision.	Article 6 Dues Deduction & Fair Share Fee	Retain Current Language.
Retain Current Language.	Article 16 Layoff & Recall	Extend recall seniority rights first to full time employees before part time employees.
Increase each step of the base wage schedule by 30¢ each year of a two year of Agreement.	Article 38 Wages	Increase each step of the base wage schedule by 45 ¢ the first year, 55 ¢ the second year, and reopen negotiations on the third year of a three year agreement. Add Longevity pay and rank pay provisions. Increase hourly rates for: Hazard duty pay. Certification Pay. Revise range pay for certain unit classification employees.
Retain Current Language.	Article 44 Residency	Delete Provision.
Agreeable to a three-year Agreement, with a wage-only re-opener in the third year.	Article 50 Termination & Signature	Agreeable to a three- year Agreement, with a wage-only re-opener in the third year.

DETERMINATION & RECOMMENDATION

General

Since the parties reached tentative agreement, in principal on all issues at impasse, it is determined unnecessary to engage in discussion on any details regarding procedures or facts shared in the course of such deliberation.

Fact Finder's Determination Issue by Issue

Issue	Determination
Article 6	It is determined and recommended that Article 6, Dues Deduction and Fair Share Fee be included in the Agreement containing the same language as included in the expiring agreement.
Article 16	It is determined and recommended that Article 16, Layoff and Recall be included in the Agreement containing the same language as included in the expiring agreement.
Article 38	It is determined and recommended that Article 38, Wages be included in the Agreement containing the same language as included in the expiring agreement, except that the base wage schedule be increased at each step by 45¢ an hour, effective January 1, 2001, and be increased at each step by 50¢ an hour, effective January 1, 2002. It is further recommended that the parties will engage in negotiations, on or before July 1, 2002, regarding wages to be effective January 1, 2003.
Article 44	It is determined and recommended that Article 44, Residency, be included in the Agreement containing the same language as included in the expiring agreement.
Article 50	<p>It is determined and recommended that Article 50, Termination, be included in the Agreement containing the same language as included in the expiring agreement, except paragraph B. shall read:</p> <p>This Agreement shall become effective as of January 1, 2001, except as otherwise indicated herein, and shall remain in effect up to and including December 31, 2003, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60)days prior to December 31, 2003, or prior to the date of expiration of any annual renewal hereof.</p>

RECOMMENDATION

It is recommended that all items of tentative agreement prior to Fact Finding be included in the Agreement. It is further recommended that all provisions of the expiring agreement be included in the Agreement as stated in the expiring agreement, unless expressly modified as tentatively agreed to by the parties or otherwise recommended by the Fact Finder in the in Award.

TOTALITY OF AGREEMENT

- This will affirm the foregoing Report, consisting of **7 pages**, inclusive of this page, and recommendations contained herein are made in this matter of this Award by the below signed Fact Finder.

- * All matters of tentative agreement reached at the Fact Finding Hearing are recommended to be included in the Agreement.

- To the best of my knowledge, said Report and its included recommendations complies with applicable provisions of ORC 4117 and related Rules and Regulations adopted by the State Employment Relations Board.

By affixing my signature at the City of **Galion**, in the County of **Crawford**, in the State of **Ohio**, this date of **May 31, 2001**, I affirm that the contents of this Award reflect the finding and determination based on authority vested in me, and giving consideration to the facts and evidence presented by the parties.



John S. Weisheit, Fact Finder

CERTIFICATE OF SERVICE

This will affirm that the Fact finding Report in the Matter of Fact finding between

BETWEEN

Fraternal Order of Police,

Ohio Labor Council, Inc.

And the

Pike County Sheriff

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00-MED-10-1173**

was served to the below named parties at the stated addresses

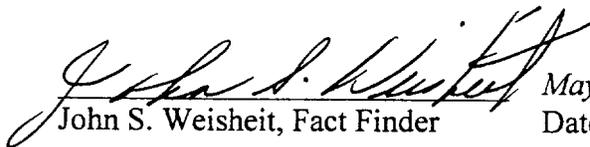
Robert Cross
8593 Ohio River Rd.
Wheelersburg, OH 45694

Andrea Johan
FOP, OLC, Inc.
222 E. Town St.
Columbus, OH 43215

by U.S. Postal Service mailed, overnight express, on May 31, 2001.

Copy of this Award was submitted U. S. Postal Service by First Class Mail to the Dale Zimmer, Administrator, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on May 31, 2001.

I affirm, to the best of my knowledge that the foregoing is true and accurate and in keeping with ORC 4117 and related SERB Rules and Regulations.


John S. Weisheit, Fact Finder May 31, 2001
Date