

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD
(SERB)

2003 JAN 30 A 10:34

IN THE MATTER OF THE)	BEFORE FACT-FINDER:
FACT-FINDING)	JAMES E. RIMMEL
)	
between)	CASE NOS.: 02-MED-08-0682
)	02-MED-08-0683
THE MONROE COUNTY SHERIFF)	02-MED-08-0684
)	
and)	HEARD: WOODSFIELD, OHIO
)	14 JANUARY 2003
THE FRATERNAL ORDER OF POLICE)	
OHIO LABOR COUNCIL)	
)	ISSUED: 27 JANUARY 2003

APPEARANCES

On Behalf of the Sheriff:

Michael L. Seyer, Senior Consultant
Clemans, Nelson & Associates, Inc.

On Behalf of the FOP:

Andrea H. Johan, Staff Representative
Ohio Labor Council

BACKGROUND

This matter comes on for fact-finding following impasse between The Monroe County Sheriff (Sheriff) and The Fraternal Order of Police (FOP) in their efforts to negotiate a successor collective bargaining agreement, an Agreement covering three (3) certified units - - Deputies, Jailers and Dispatchers; Sergeants; and, non-deputized Dispatchers. It was under notice dated 1 October 2002 that SERB appointed the undersigned to serve as Fact-finder in this matter, an appointment calling for the issuance of a report no later than 15 October 2002. The parties did, however, mutually agree

to postpone the hearing/report process, with their mutual extension agreement(s) deferring the report due date until 28 January 2003.

Prior to the hearing date, both parties proffered timely pre-hearing statements, statements which identified four (4) issues at impasse. Those issues are as follows:

1. Duration
2. Civil Service Laws
3. Wages
4. Health Insurance

Following three (3) plus hours of mediation, the parties signed-off on successor Duration and new Civil Service Laws' Articles, leaving two (2) matters for formal hearing. At hearing, the parties were provided the opportunity to proffer documentary evidence, testimony and/or argument, with both availing themselves to those opportunities. All proffered matters were considered in arriving at the recommendations which follow.

WAGES

RECOMMENDATION:

THE WAGE SCHEDULE AS FOUND UNDER ARTICLE 31, SECTION 31.1 (2002) IS TO BE CONTINUED THROUGHOUT CALENDAR YEAR 2003. EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2004, ALL CLASSIFICATIONS ARE TO BE INCREASED BY ONE PERCENT (1%). EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2005, ALL CLASSIFICATIONS ARE TO BE INCREASED BY ONE AND ONE-HALF PERCENT (1 ½%).

RATIONALE:

Evidence of record clearly manifest a serious ability to pay issue for Monroe County, an issue both parties will need to address during the term of this successor collective bargaining agreement. In any event, given significant projected revenue shortfalls under existing sources little more than that above can be recommended at this time. It is hoped, however, this wage recommendation will enable

the Sheriff to avoid layoffs or, at least, keep such to only a few employees. As for what will be actually necessary to balance this County's 2003 budget, only time will tell. Toward this end, it seems advisable for the parties to address this matter in their labor/management meetings. Whether a viable solution can be developed from this effort one will never know if an effort by both parties is not made.

As for the equity matters raised by the FOP, this record simply fails to cogently demonstrate such are present within and/or between the bargaining units before me. And, while the parties may not have mutually recognized the relative worth of Dispatchers to the Sheriff's operation, the FOP's evidence here simply failed to cogently demonstrate such represented a wage rate inequity. Accordingly, no equity adjustments are recommended at this time.

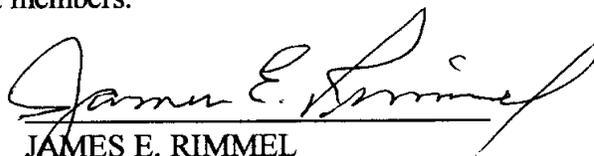
HEALTH INSURANCE

RECOMMENDATION:

THE EMPLOYER CONTRIBUTION SCHEDULE AS SET OUT UNDER ARTICLE 28, SECTION 28.1 (2001) IS TO BE CONTINUED FOR THE TERM OF THE PARTIES' SUCCESSOR COLLECTIVE BARGAINING AGREEMENT.

RATIONALE:

While Employer evidence concerning contribution schedules of other County employees was fairly cogent, contributions involving far greater payments by those employees to their health insurance coverages, such did not, per se, suffice to support the requested change by the Sheriff. This is especially so given the wage recommendations in this report. Stated otherwise, it would be, on this record, inappropriate to compound the Sheriff's employees financial impact under the parties' successor Agreement. Suffice it to say, however, the continuation of this benefit as it exists can be only viewed as a positive for bargaining unit members.


JAMES E. RIMMEL
FACT FINDER

James E. Rimmel Co., L.P.A.

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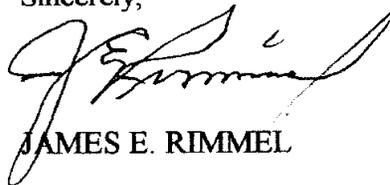
RE: Case Nos. 02-MED-08-0682
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Dear Advocates:

Enclosed please find my Fact-finder's report on the subject matters. Encl9sed also find my statement of fees and expenses in connection with these matters.

With kind personal regards, I remain

Sincerely,



JAMES E. RIMMEL

JER:j

Enclosure

cc: Dale A. Zimmer, Administrator (Ordinary mail)

Bureau of Mediation - SERB

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