

**IN THE MATTER  
OF  
INTEREST ARBITRATION  
FACT FINDING  
AWARD**

STATE EMPLOYMENT  
RELATIONS BOARD

2003 DEC -2 A 10: 37

<p><b>BETWEEN</b> <b>The</b> <b>Fraternal Order of Police, OLC, Inc.</b> <b>And the</b> <b>Coshocton County, Ohio</b> <b>Sheriff</b></p>	<p><b>CASE NO: SERB 03-MED-06-0669</b></p> <p><b>FACT FINDER: JOHN S. WEISHEIT</b></p> <p><b>HEARING DATE(S): October 21, 2003</b></p> <p><b>AWARD ISSUED: December 1, 2003</b></p>
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**REPRESENTATION  
by**

<u><b>Employer Representatives</b></u>	<u><b>Union Representatives</b></u>
<p>Lt. James Crawford, Cosh. CSO Sheriff Timothy L. Rogers, Cosh. CSO</p>	<p>Dennis Sterling, Staff Rep. FOP, OLC, Inc. Jo Kobel, Rep. Mark Dobbins Sr., Rep.</p>

**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 parties have complied in a timely manner with all procedural filings. 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 sections applicable to safety forces.

## **BACKGROUND**

The Coshocton County, Ohio Sheriff, hereinafter called the “Employer” and/or the “Sheriff”, recognizes the Fraternal Order of Police, Ohio Labor Council Inc., hereinafter called the “Union” and/or “FOP”, as the bargaining agent for employees in positions of Corrections Officers, and Communications Officers. The unit includes about 7 employees. They used the most recent Agreement agreed to between the Employer and the FOP for the Deputy Sheriff bargaining unit as a pattern in the course of seeking this, the initial collective bargaining agreement between the parties.. Many of the issues were resolved in the course of this bargaining and reduced to tentative agreement, or withdrawn. Articles tentatively agreed to are identified in a later section of this Report.

The Fact Finder was called upon, as provided in ORC 4117, to render an opinion regarding the unresolved issues still on the bargaining table. A Fact Finding Hearing was convened by this Fact Finder on October 21, 2003, at the Coshocton County Sheriff’s Office, located in Coshocton, Ohio.. The parties timely submitted pre-hearing briefs and other documents called for under terms of ORC 4117. At the Hearing, the respective representatives presented testimony and documentation regarding the respective positions on matters yet to be resolved. The Hearing was adjourned after the parties had indicated they had nothing additional to submit on behalf of their bargaining position and acknowledged that they had sufficient opportunity to present such facts and documentation to support their respective positions.

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 submitted by the parties at the original Fact Finding Hearing, the briefing session of this Fact Finder prior to the Hearing of October 21, 2003, and in keeping with statutory considerations cited above.

**ISSUES OF TENTATIVE AGREEMENT**

The following Articles were resolved in negotiations and tentatively agreed to prior to the Fact Finding Hearing:

Article	Topic
Article 1	Preamble
Article 2	Purpose
Article 3	Recognition
Article 4	Representation
Article 5	Dues Deduction
Article 6	Conflicts and Amendments
Article 7	No Strike-Lockout
Article 8	Non-Discrimination
Article 9	Grammar
Article 10	Bulletin Boards
Article 11	Ballot Boxes
Article 12	Management Rights
Article 13	Labor-Management Committee
Article 14	Grievance Procedure
Article 15	Departmental Rules
Article 16	Investigation, Discipline Procedures, Personnel Records
Article 17	Seniority
Article 18	Performance Evaluation
Article 19	Health & Safety
Article 20	Vacation
Article 21	Shift Assignments
Article 22	Probationary Period
Article 23	Sick Leave
<b>Article 24</b>	<b>Wages.....At Impasse</b>
<b>Article 25</b>	<b>Health Insurance.....At Impasse</b>
Article 26	Work Periods/Overtime
Article 27	PERS Pick-Up Utilizing the Salary Reduction Method
Article 28	Professional Liability Coverage
Article 29	Medical Examination
Article 30	Filling of Positions
Article 31	Lunch
Article 32	Vehicles
Article 33	Application of Civil Service Law
Article 34	Waiver in Case of Emergency

<b>Article</b>	<b>Topic</b>
<b>Article 35</b>	<b>Holidays.....At Impasse</b>
Article 36	Military Leave
Article 37	Leaves of Absence
Article 38	Disability Leave of Absence
Article 39	Personal Day
Article 40	Funeral Leave
Article 41	Injury Leave
Article 42	Compensatory Time
Article 43	Longevity
<b>Article 44</b>	<b>Miscellaneous.....At Impasse</b>
Article 45	FOP Time
Article 46	Layoff and Recall
<b>Article 47</b>	<b>Duration.....At Impasse</b>
Article 48	Execution

#### **ISSUES AT IMPASSE**

The following Articles were at impasse, in part or whole, at time of the Fact Finding Hearing:

<b>Article</b>	<b>Topic</b>
Article 24	Wages
Article 25	Insurance
Article 35	Holidays
Article 44	Miscellaneous
Article 47	Duration

**SUMMARY OF PARTY POSITIONS ON  
ISSUES AT IMPASSE**

The following are unresolved issues at the time of the Fact Finding Hearing. Only issues at impasse are set forth. The remaining terms of the Articles listed below have been resolved, though not necessarily signed off as a tentative agreement.

<b>Employer</b>	<b>Issue</b>	<b>Union</b>
Proposes no increase in '04 & '05 Propose \$0.25/hr step inc.	<b>Article 24 Wages</b>	Propose a \$0.50/hr. increase effective '04 & '05. Propose a \$0.25/hr. step inc.
Proposes \$450.00 per Family & \$250.00 Single	<b>Article 25 Insurance</b>	Propose \$900.00/ family & \$450.00/single, per year, for opting out of the County Insurance Plan
Propose Status Quo on overtime pay.	<b>Article 35 Holidays</b>	Proposes 2 ½ rate of pay for work exceeding 8 hours on Holidays.
Propose a lower amount of uniform pay than that proposed by the Union.  Reject Union proposal on parity provision.	<b>Article 36 Miscellaneous</b>	Proposes \$600.00/year for uniform allowance.  Propose parity benefits as those extended to Road Officers.
Expires December 31, 2005	<b>Duration</b>	26 Month duration to December 31, 2005

**DISCUSSION & DETERMINATION**

**General**

The economic issues at impasse are considered collectively. The economic impact is reviewed in context of the evidence and testimony introduced by the parties. While the economic recommendations are made issue by issue, the total projected cost is taken into consideration in the recommendation(s).

The general thrust of the Employer's argument and bargaining positions reflects the position of an inability to pay. A major reduction in the Sheriff's Office budget was made by the County Commissioners between the time bargaining ended with the Deputies and bargaining occurred with the corrections officers' bargaining unit. The Union seeks financial terms similar to those set forth in the Agreement between the Sheriff and the Deputy Officers bargaining unit.

### **Economic Trends**

No question was raised by the Union regarding the Employer's argument regarding the restriction of funds imposed on the department by the action of the County Commissioners. Most of the unresolved issues reflect a cost factor that coincides with the Sheriff's inability to pay position. As a generally accepted practice in interest arbitration matters (i.e. Fact Finding) under the Ohio collective bargaining law, such economic issues are considered collectively and addressed as item by item in the following determinations and recommendations.

### **General**

Any terms tentatively agreed to in Articles identified at impasse are to be included in the Agreement as agreed to by the parties as well as any subsequent recommendation of the Fact Finder.



Issue	Discussion/Determination
<p data-bbox="358 279 477 369"><b>Article 25 Insurance Sec. 25.3</b></p> <p data-bbox="334 646 505 674"><b>Determination</b></p>	<p data-bbox="558 279 1479 459">While using the deputies' Agreement as a "model" in this instant bargaining for the initial Agreement for corrections officers, it is not an automatic cause to include, in all cases, the same terms. In the wage argument, the Union argument was persuasive to obtain such a recommendation. Such is not the case regarding this issue.</p> <p data-bbox="558 501 1450 611">This is an initial contract. No challenge was made to the Employer's claim that financial restraints exist. The Union acknowledges no bargaining unit member is taking opt-out pay on this benefit.</p> <p data-bbox="558 646 1479 835"><b>It is therefore determined that Article 25, Health Insurance, should be included in the Agreement as set forth in the Union exhibit introduced at the Fact Finding Hearing, except Section 25.3 should reflect an annual opt-out rate of \$250 per individual and \$450 per family coverage.</b></p>
<p data-bbox="363 898 477 989"><b>Article 35 Holiday Sec.35.2</b></p> <p data-bbox="339 1234 509 1262"><b>Determination</b></p>	<p data-bbox="561 890 1455 999">Unresolved in this Article is the Overtime computation. In particular the Union's proposal to reflect the formula agreed to between the deputies and Sheriff. The Sheriff rejects that position.</p> <p data-bbox="561 1041 1450 1184">This matter usually results in the inclusion of prior settlements. Administratively, it is less cumbersome to apply when all bargaining units are treated in a similar manner. This is consistent with terms already agreed to in this Article.</p> <p data-bbox="561 1226 1466 1335"><b>It is determined that Article 35 be included in the Agreement as is set forth in the current Agreement between the Sheriff and the deputies.</b></p>
<p data-bbox="342 1365 505 1455"><b>Article 44 Miscellaneous Sec. 44.6</b></p> <p data-bbox="342 1549 509 1577"><b>Determination</b></p>	<p data-bbox="565 1360 1484 1503">The unresolved matter in this Article is found in Section 44.6. It is the issue of the annual uniform allowance. The Employer's offer of \$500.00 is determined most appropriate in consideration of all issues at impasse.</p> <p data-bbox="565 1545 1438 1654"><b>It is determined that Article 44 be included in the Agreement as agreed to by the parties, including the amount for uniform replacement being \$500.00 per year.</b></p>

Issue	Discussion/Determination
<p>Article 47 Duration Sec. 47.1</p> <p>Determination</p>	<p>While the parties expressed mutual agreement regarding duration, no specific initial date was stated. Therefore the following is recommended, unless otherwise agreed to by the parties.</p> <p><b>This Agreement shall become effective November 1, 2003, and continue until midnight, December 31, 2005.</b></p>

### FACT-FINDER RECOMMENDATION

The following are the recommendations regarding issues at impasse in the negotiations between the parties in this case:

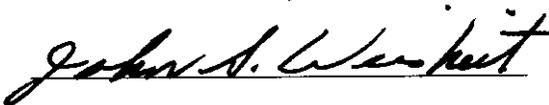
<p>Article 24 Wages Determination</p>	<p><b>It is therefore determined that Article 24, Wages, be included in the Agreement as proposed by the Union and put before the Fact Finder at the Fact Finding Hearing.</b></p>
<p>Article 25 Insurance Sec. 25.3 Determination</p>	<p><b>It is therefore determined that Article 25, Health Insurance, should be included in the Agreement as set forth in the Union exhibit introduced at the Fact Finding Hearing, except Section 25.3 should reflect an annual opt-out rate of \$250 per individual and \$450 per family coverage.</b></p>
<p>Article 35 Holiday Sec.35.2 Determination</p>	<p><b>It is determined that Article 35 be included in the Agreement as is set forth in the current Agreement between the Sheriff and the deputies.</b></p>
<p>Article 44 Miscellaneous Sec. 44.6 Determination</p>	<p><b>It is determined that Article 44 be included in the Agreement as agreed to by the parties, including the amount for uniform replacement being \$500.00 per year.</b></p>
<p>Article 47 Duration Sec. 47.1 Determination</p>	<p><b>This Agreement shall become effective November 1, 2003, and continue until midnight, December 31, 2005.</b></p>

## TOTALITY OF AGREEMENT

- It is recommended that all items of tentative agreement prior to Fact Finding be included in the Agreement.
- All items at impasse with a Fact Finder's determination for inclusion in the Agreement be so included as stated in the said determination.
- This will affirm the foregoing report, consisting of **11 pages**, includes the findings and recommendations set forth in this Award by the below signed Fact Finder.
- \* Any matter presented before the Fact Finder and not specifically addressed in this Determination and Award were given consideration but are not recommended for inclusion in the Agreement.
- If there is found conflict in the Report between the Fact Finder's Discussion and Recommendations, the language in the Recommendation shall prevail.

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.

I therefore affix my signature at the City of Galion, in the County of Crawford, in the State of Ohio, this date of **December 1, 2003**.



John S. Weisheit, Fact Finder

# CERTIFICATE OF SERVICE

*This will affirm that this Report in the Matter of Fact Finding*

<p><b>BETWEEN</b></p> <p><b>The Fraternal Order of Police, Ohio Labor Council, Inc.</b></p> <p><b>And</b></p> <p><b>The Coshocton (OH) County Sheriff</b></p>	<p><b>CASE NO: SERB 03-MED-06-0669</b></p>
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*was served to the below named parties at the stated addresses*

<p>Dennis Sterling, Staff Representative <b>FRATERNAL ORDER OF POLICE, OLC, INC.</b> 222 E. Town St. Columbus, OH 43215</p>	<p>Lt. James Crawford <b>COSHOCTON CO. SHERIFF'S OFFICE</b> 328 Chestnut St. Coshocton, OH 43812</p>
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by 1<sup>st</sup> Class U.S. Postal Service, mailed, , on **December 1, 2003**

Copy of this Award was submitted U. S. Postal Service by First Class Mail to  
Director, Bureau of Mediation, SERB, 65 E. State St., Columbus, OH 43215-4213, on  
**December 1, 2003**

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

Date : December 1, 2003

**JOHN S. WEISHEIT**

Arbitrator

440 Portland Way S.  
Galion, OH 44833  
Phone: 419-462-5228  
Fax: 419-462-1230

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December 1, 2003

Dale Zimmer, Director  
Bureau of Mediation  
State Employment Relations Board  
65 East State Street  
Columbus, OH 43215-4213

RE: Fact Finding Report

Case No(s).	Parties
SERB 03-MED-06-0669	FOP, LOC, Inc. V Coshocton Co. Sheriff Office

Mr. Zimmer:

Enclosed is the signed copy of the Determination and Report for the above cited case  
As always, if there are any questions, contact me.

Sincerely,



John S. Weisheit, Fact Finder  
JSW:jw  
enc.

**CERTIFICATE OF SERVICE**

2003 DEC -2 A 10: 37

*This will affirm that this Report in the Matter of Fact Finding*

<b>BETWEEN</b>  <b>The Fraternal Order of Police, Ohio Labor Council, Inc.</b>  <b>And</b>  <b>The Coshocton (OH) County Sheriff</b>	<b>CASE NO: SERB 03-MED-06-0669</b>
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4117 and related SERB Rules and Regulations.

  
**John S. Weisheit, Fact Finder**

**Date : December 1, 2003**