

STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD

STATE-EMPLOYMENT  
RELATIONS BOARD  
JUL 31 10 04 AM '95

IN THE MATTER OF: )  
 )  
ROSS COUNTY SHERIFF, ) CASE NO.: 95-MED-03-0226  
Employer )  
 )  
and )  
 )  
FRATERNAL ORDER OF POLICE, )  
OHIO LABOR COUNCIL, INC., )  
Employee Organization. )

Findings and Recommendations of

*CHRISTOPHER E. MILES, Esquire*

Fact Finder

**APPEARANCES:**

Representing the Union: Ross Rader, Staff Representative

Representing the Sheriff: Kenneth L. Edsall, Consultant

## **BACKGROUND**

This matter concerns the fact finding proceedings between the Ross County Sheriff (hereinafter referred to as the "Sheriff") and the Fraternal Order of Police, Ohio Labor Council, Inc. (hereinafter referred to as the "Union"). The State Employment Relations Board (SERB) appointed the undersigned, Christopher E. Miles, Esquire, as the Fact Finder in this matter.

The fact finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law, and the rules and regulations of the State Employment Relations Board, as amended. The Sheriff and the Union previously engaged in the collective bargaining process for a period of time prior to the appointment of a fact finder and additional negotiations were conducted by the parties subsequent to the appointment of the fact finder. During their negotiations, the parties were able to resolve the following issues:

- ARTICLE 1 AGREEMENT
- ARTICLE 2 SANCTITY OF AGREEMENT
- ARTICLE 3 SEVERABILITY
- ARTICLE 4 WAIVER IN CASE OF EMERGENCY
- ARTICLE 5 MANAGEMENT RIGHTS
- ARTICLE 6 LODGE RECOGNITION
- ARTICLE 8 FOP/OLC REPRESENTATION
- ARTICLE 9 LABOR/MANAGEMENT MEETINGS
- ARTICLE 10 NON-DISCRIMINATION
- ARTICLE 11 NO STRIKE/ NO LOCKOUT
- ARTICLE 12 GRIEVANCE PROCEDURE
- ARTICLE 13 CORRECTIVE ACTION
- ARTICLE 14 PERSONNEL FILES
- ARTICLE 15 RULES AND REGULATIONS
- ARTICLE 16 BULLETIN BOARDS
- ARTICLE 17 LAYOFF AND RECALL
- ARTICLE 18 SENIORITY

ARTICLE 20 PROBATIONARY PERIODS  
ARTICLE 21 PERFORMANCE EVALUATIONS  
ARTICLE 22 SHIFT PREFERENCE  
ARTICLE 23 IN-SERVICE TRAINING  
ARTICLE 24 HOURS OF WORK/OVERTIME  
ARTICLE 25 ROTATION OF OVERTIME OPPORTUNITIES  
ARTICLE 26 COURT DUTY/CALL IN  
ARTICLE 27 TRADING SHIFTS  
ARTICLE 28 TEMPORARY ASSIGNMENTS  
ARTICLE 29 HEALTH AND SAFETY  
ARTICLE 30 SICK LEAVE  
ARTICLE 31 BEREAVEMENT LEAVE  
ARTICLE 32 INJURY LEAVE  
ARTICLE 33 MILITARY LEAVE  
ARTICLE 34 JURY DUTY  
ARTICLE 35 LEAVES OF ABSENCE  
ARTICLE 36 VACATION  
ARTICLE 37 HOLIDAYS  
ARTICLE 39 PURCHASE OF WEAPON UPON RETIREMENT  
ARTICLE 40 INSURANCES  
ARTICLE 42 RESIDENCY REQUIREMENTS  
ARTICLE 43 FAMILY AND MEDICAL LEAVE  
ARTICLE 44 PHYSICAL FITNESS  
ARTICLE 46 DURATION OF AGREEMENT  
LETTER OF UNDERSTANDING A  
APPENDIX A

Prior to the fact finding proceedings which were conducted at the Ross County Law Building on July 13, 1995, the fact finder attempted to mediate any unresolved issues, but the parties declined mediation. The Sheriff was represented by Kenneth L. Edsall and the Union was represented by Ross Rader, Staff Representative. Prior to the fact finding proceedings, the parties had agreed to extend the fact finding until July 31, 1995. The issues which were remaining at impasse for the consideration of the fact finder are as follows:

ARTICLE 7 DUES DEDUCTION  
ARTICLE 19 VACANCIES  
ARTICLE 38 UNIFORMS  
ARTICLE 41 WAGES

## **FINDINGS AND RECOMMENDATIONS**

### **Article 7 - DUES DEDUCTION**

The Union seeks to include in the agreement a provision for a fair share fee to be paid by those employees choosing not to be members of the Ohio Labor Council. In conjunction therewith, the Union seeks to include language in Section 7.10 which would authorize an employee to revoke dues deductions any time during the agreement; however, at that point the employee would be obligated under Section 7.11 to pay a fair share fee. The Union also requests, in Section 7.3, to have a roster supplied by the Employer with the names and classifications of all employees the first month of each quarter.

The Sheriff opposes the fair share fee proposal of the Union on a philosophical and legal basis. It points out that 40 of the current 59 bargaining unit employees have membership dues deducted which represent 68% of eligible employees. It has a concern that those employees who do not want to be members of the Union will be required to sacrifice part of their wages. In addition, the Sheriff has an objection to a fair share fee on legal grounds in that it is concerned that procedural safeguards must be in place based upon the state and federal law and the judicial decisions interpreting such laws. The Sheriff opposes the language proposed by the Union for Section 7.3 but it is in agreement with the

change suggested by the Union for Section 7.10, although it objects to the inclusion of the fair share fee as set forth in the Union's proposed Section 7.11.

### **RECOMMENDATION**

With regard to the Union's proposed language in the first sentence of Section 7.3 it is recommended that the additional language be included so that the Sheriff is required to provide a list of the employees and the dues deducted. As for the last sentence proposed by the Union for Section 7.3 it is recommended that such language not be included. It is further recommended that Section 7.10 be amended in order to permit employees to revoke their authorization for dues deduction at any time during the agreement. With regard to Section 7.11, proposed by the Union for a fair share fee, it is recommended that this provision be included in the agreement. The Sheriff's concern to insure that all procedural safeguards are in place is recognized and the language places a burden upon the Union to establish, determine, and implement the fair share fee in accordance with the state and federal law as well as the decisions interpreting said laws. In addition, the Union agrees in Subsection (C) to save harmless the Sheriff against any claims, demand, suits or other forms of legal action.

### **ARTICLE 19 - VACANCIES**

The Union wants to delete the last sentence found in the current Section 19.1. It contends that this language has been abused in the past in that the Sheriff

has not complied by not providing a statement as required. The Union maintains that this provision has not worked and if a grievance is filed then an employee from outside is already hired and it creates a moral problem.

The Sheriff emphasizes that this language has been in the Agreement for some time and it allows the Sheriff to recognize and hire employees from outside who have significant experience and qualifications. It submits that there is no need to change this language.

### **RECOMMENDATION**

It is recommended that the language found in the current provisions in Section 19.1 and 19.4 remain unchanged and be included as presently stated. It is also noted that the parties agreed to Section 19.7 in order to fall in line with the salaries and wage step compaction from the prior Agreement by recognizing that service credit for entrance level wage shall not exceed the third step in the last sentence of Section 19.7.

### **ARTICLE 38 - UNIFORMS**

The Union proposes that the Sheriff, in addition to the other uniform pieces supplied, also supply one pair of shoes. It is emphasized that the Sheriff requires a particular pair of shoes as part of the mandatory uniform. The Sheriff submits that this proposal should be considered in conjunction with its proposal on wages since this also involves an economical issue. The Sheriff also agrees to replace

the body armor for the employees over the next 18 months as per its proposal for Section 38.5.

### **RECOMMENDATION**

The fact finder recommends that both of the parties' proposals for Article 38 be included in the Agreement. The Union's request to have the Sheriff provide one pair of shoes is recommended since the Sheriff mandates a particular shoe as part of the uniform. Furthermore, it is recommended that the Sheriff's proposed Section 38.5 be included as well so that the employees body armor be replaced by the Sheriff in groups of approximately 1/3 over the next 18 months.

### **ARTICLE 41 - WAGES**

The Union asserts that in the last negotiations the number of steps in the wage schedule was reduced and the younger employees received considerably better raises. Therefore, the Union is now proposing a little higher raise for the more senior employees . According to the Union it is no problem attracting applicants for the Sheriff's Department but it is a problem keeping them. Pursuant to the Union's proposal, it averages out to a percentage increase of 3.44 % over the life of the contract. It points out that this scale has 108 steps. It is proposing 2 steps with a 0% increase, 40 steps at a 3% increase, 24 steps at 3.5%, and 42 steps with a 4% increase. The Union also emphasizes that the seniority list shows an overwhelming majority of the employees with less than 10 years service. In addition, in Section 41.6 the Union is proposing a service credit bonus as a

longevity payment, and it bases the amount of service credit at 15 cents per hour for those employees with 10 years of service but less than 15 years, 20 cents per hour for those with 15 years of service, but less than 20 years, and 25 cents per hour for those employees with 20 years of service and up. This is proposed in lieu of a flat fee per year amount. In conclusion, the Union contends that Ross County is healthy and growing in its tax collection revenues.

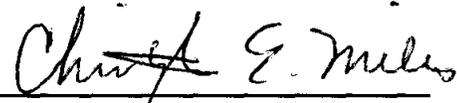
The Sheriff generally proposes a 3.5 per cent wage increase for the first year of the contract, a 3% increase the second year and a 3% increase the third year. In addition, the Sheriff has proposed an additional 15 cents per hour at the top step for each classification.

### **RECOMMENDATION**

The fact finder recommends that the Sheriff's proposal for a 3.5% wage increase the first year, a 3% increase the second year and a 3% increase the third year with a 15 cent per hour increase at the top step for each classification be adopted for the Agreement. In addition, it is recommended that the Union's proposal in Section 41.6 be included in the agreement in order to recognize and benefit those employees with 10 or more years of service. This service credit bonus shall be paid based upon years of service and number of hours worked in accordance with section 41.6 of the Union's proposal.

**CONCLUSION**

In conclusion, the fact finder submits the findings and recommendations as set forth herein.

A handwritten signature in cursive script that reads "Christopher E. Miles". The signature is written in black ink and is positioned above a horizontal line.

Christopher E. Miles, Esquire  
Labor Arbitrator

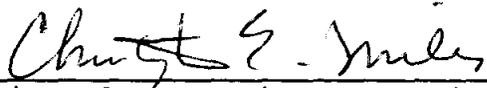
July 28, 1995  
Washington, Pennsylvania

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Findings and Recommendations was sent by first class mail to Ross Rader, Staff Representative and Kenneth L. Edsall, Consultant, the representatives for the parties in the above referenced case, on the date set forth below.

  
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Christopher E. Miles, Esquire  
Fact Finder

Date: July 28, 1995