

FACT FINDING REPORT  
STATE OF OHIO  
STATE EMPLOYMENT RELATIONS BOARD  
December 13, 1995

R

In the Matter of: )  
)  
)  
)  
Summit County )  
)  
and ) 95-MED-09-0759  
)  
The Fraternal Order of Police )  
Ohio Labor Council )  
)

STATE-EMPLOYMENT  
RELATIONS BOARD  
DEC 18 10 33 AM '95

APPEARANCES

For the Union:

Hugh Bennett, Staff Representative FOP/OLC  
David Stone, President  
Michael Wheeler, Bargaining Committee  
Juanita Bennett, Bargaining Committee  
Richard Johnson, Bargaining Committee  
James Haubiel, Bargaining Committee  
Jeffry Popa, Bargaining Committee

For Summit County:

Robin Bell, General Council and Chief Negotiator  
Martin Bramlett, Consultant  
Robert Bickett, Director of Administration  
Michael Toth, Assistant Sheriff for Corrections

Fact Finder: Dennis M. Byrne

## Background

The Fact Finding involves the members of The Fraternal Order of Police/Ohio Labor Council and the Summit County Sheriff. Prior to the Fact Finding there were numerous negotiating sessions and two negotiating/mediation sessions. While there were numerous issues open between the parties at the start of the final negotiating session, the parties were able to resolve almost all of their differences. Consequently, only one issue remained at impasse; the size of the uniform allowance. The following report will discuss that issue in detail.

The Fact Finding Hearing was conducted on December 12, 1995 at the Summit County Jail. The Hearing commenced at 10:00 A.M. and was adjourned at 12:30 P.M.

The Ohio Public Employee Bargaining Statute sets forth the criteria the Fact Finder is to consider in making recommendations. The criteria are set forth in Rule 4117-9-05. The criteria are:

- (1) Past collectively bargained agreements, if any.
- (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, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standards 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 agree-upon dispute settlement procedures in the public service or private employment.

The Report is attached and the Fact Finder hopes the discussion of the issue is sufficiently clear to be understandable. If either or both of the parties require a further discussion, however, the Fact Finder would be glad to meet with the parties and discuss any questions that remain.

## Introduction

The negotiations between the Sheriff and his employees were very successful. At the outset of the mediation effort there were disagreements on sixteen articles of the contract, however, the parties were able to tentatively agree on all but one of these issues. Consequently, the issues relating to Non Discrimination, Hours of Work and Overtime, Wages, Court Time, Insurances, Holidays, Vacations, Funeral Leave, Injury Leave, Leaves of Absence, Training, Severance Pay, Shift and Day Off Preference and Duration were all tentatively settled. These tentative agreements are covered by the Fact Finder's report. That is, even though these issues are not discussed in the report, the Fact Finder recommends that the tentative agreements be entered into the contract. The remaining issue is the size of the uniform allowance. The issue will be discussed below.

**Issue:** Uniform Allowance (Article 27)

**Union Position:** The Union demands that the uniform allowance increase to \$600.00 in 1996, \$650.00 in 1997, and \$700.00 in 1998.

**County Position:** The Sheriff offered no increase in the allowance which is currently \$500.00 per year.

**Discussion:** The Sheriff's department operates on a voucher system whereby the deputies buy and clean their own uniforms and afterwards turn the receipt into the Sheriff for reimbursement. Consequently, any payments made under the provisions of article 27 must be used for uniform replacement and maintenance. Basing its argument on SERB benchmark data for Northeastern Ohio, the Union claimed that the allowance is not comparable to the payments made by other Sheriff's departments in the surrounding area. It appears that the evidence does support a conclusion that the current uniform allowance is somewhat below the standard payment for the Northeast Ohio area. In addition, the Union argued that the uniform allowance did not fully cover the cost of cleaning, etc., and that the union membership was paying for uniform maintenance out of their own pockets.

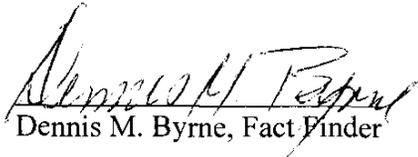
The Sheriff argued that the allowance had increased in each year of the expiring contract and that the current payment is satisfactory. The Sheriff also pointed out that the inflation rate had fallen dramatically and, therefore, the cost of uniform cleaning was not rising at a rate that would justify the Union's demand. Finally, the Sheriff also argued that the cost of meeting the Union's demand was significant. It must be noted at this point that the Sheriff did not claim any inability to pay, only an unwillingness to pay the Union's demand. The Sheriff believes that the Union did not prove its contentions regarding the uniform allowance.

**Finding of Fact:** The Uniform allowance is low compared to both need and the standard payment in the surrounding area. However, the Union did not prove that its proposed increase was justified. The Fact Finder believes that the allowance should be increased but not by the amount the Union demanded.

**Proposed Language:** The Uniform allowance shall increase to \$575.00 in 1996, \$600.00 in 1997, and \$600.00 in 1998. ( The other language in Article 27 shall be added to the contract per the parties' agreement.)

Note: In addition the Fact Finder recommends that the tentative agreements reached on the following Articles be incorporated into the contract between the parties.

1. Article 4: Non Discrimination
2. Article 17: Hours of Work and Overtime
3. Article 18: Wages and Compensation
4. Article 19: Court Time and Call In Pay
5. Article 20: Insurances
6. Article 21: Holidays
7. Article 22: Vacations
8. Article 24: Funeral Leave
9. Article 25: Injury Leave
10. Article 26: Leaves of Absence
11. Article 29: Training
12. Article 30: Severance Pay
13. Article 32: Shift and Day Off Preference
14. Article 34: Duration

  
Dennis M. Byrne, Fact Finder