



**I. PROCEDURAL BACKGROUND**

This matter came on for hearing on December 11, 1995, before Jonathan I. Klein, appointed as fact-finder pursuant to Ohio Rev. Code Section 4117.14, and Ohio Admin. Code Section 4117-9-05, on December 1, 1995. The hearing was scheduled between the Summit County Sheriff ("Employer"), and the Fraternal Order of Police, Ohio Labor Council, Inc., on behalf of the Summit County Sheriff's Supervisors' Association ("Union" or "FOP"), in the Summit County Jail located at 205 East Crosier Street, Akron, Ohio 44308. The parties met for negotiations on October 24, 1995, November 6, 7, 13, 15, 20, and 30, 1995, and on December 8, 1995, prior to the fact-finding hearing in an effort to resolve their differences. Despite such efforts to negotiate a settlement, the parties remained unable to resolve various issues which remained at impasse as of the date of hearing.

The bargaining unit contains approximately thirty-three employees who are all full-time Deputy Sheriffs in the classification ranks of Sergeant, Lieutenant, Captain and Major. On the date of the fact-finding hearing, the parties, together with the assistance of the fact-finder, commenced earnest negotiations directed toward possible settlement of all unresolved issues.

After extensive negotiations by the parties, together with the assistance of the fact-finder, tentative agreements were reached on all but one of the outstanding issues. The fact-finder incorporates by reference into this Report and Recommendation all tentative agreements reached between the parties relative to the current negotiations, including tentative agreements entered into at the time of the fact-finding hearing on December 11,

1995, pertaining to the following matters: 1) Article 21 - Holidays; 2) Article 24 - Bereavement Leave; 3) Article 27 - Uniforms and Equipment; 4) Article 30 - Severance Pay; 5) Article 33 - Shift Preference; 6) Article 34 - Position Bidding; 7) Letter of Intent and Understanding - Day Off Assignments; 8) Letter of Understanding - Substance Abuse Screening; and, 9) Letter of Understanding - Dental and Vision Insurance. The remaining unresolved issue concerns Article 35 of the current agreement, entitled "Work Assignments."

## **II. FACT-FINDING CRITERIA**

In the determination of the facts and recommendation contained herein, the fact-finder considered the applicable criteria required by Ohio Rev. Code Section 4117.14(C)(4)(e), as listed in 4117.14(G)(7)(a)-(f), and Ohio Admin. Code Section 4117-9-05(K)(1)-(6). This fact-finding criteria is enumerated in Ohio Admin. Code Section 4117-9-05(K), as follows:

- (1) Past collectively bargained agreements, if any, 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 the public service or in private employment.

### **III. FINDINGS OF FACT AND FINAL RECOMMENDATION**

#### **1. Article 35 - Work Assignments.**

This article addresses the issue of compensation to bargaining unit members who are temporarily assigned the duties of a higher pay classification. The Employer proposes that the appropriate pay adjustment for the bargaining unit member working outside of his or her classification to the higher classification's rate of compensation shall be triggered only after the first four hours of assignment to the higher rated position. The Employer reasons that this proposed change would result in cost savings, and relieve it from administrative difficulties in tracking the current agreement's one hour trigger for the higher compensation.

The Union proposes to retain current contract language as set forth in Article 35. It disputes the administrative grounds offered as justification for the Employer's proposal. The Union further noted the current language was the subject of a fact-finder's recommendation three years ago.

The fact-finder finds no substantive, credible evidence to warrant modification of Article 35's current language as proposed by the Employer. The justification for the current language as set forth in the earlier fact-finding report is inherently sound, and absent

evidence of changed circumstances or proof by means of the statutory criteria to support the proposed modification, the Employer's proposal must be rejected.

Final Recommendation

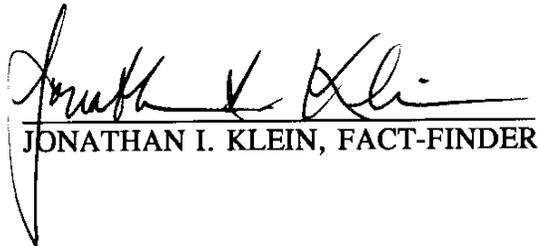
After consideration of the statutory criteria and findings of fact set forth above, it is the fact-finder's final recommendation that the collective bargaining agreement retain the current contract language contained in Article 35 - Work Assignments.

  
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JONATHAN I. KLEIN, FACT-FINDER

Dated: December 15, 1995

**CERTIFICATE OF SERVICE**

Originals of the foregoing Fact-Finding Report and Recommendation were served upon Robin Bell, Esq., General Counsel, Summit County Sheriff's Department, 53 University Avenue, Akron, Ohio 44308; Mr. Rick Grochowski, Staff Representative, Fraternal Order of Police, Ohio Labor Council, 807 Falls Avenue, Cuyahoga Falls, Ohio 44221, and upon G. Thomas Worley, Administrator, Bureau of Mediation, Ohio State Employment Relations Board, 65 East State Street, Columbus, Ohio 43215-4213, each by express mail, sufficient postage prepaid, this 15th day of December, 1995.

  
JONATHAN I. KLEIN, FACT-FINDER