

BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF:

THE ADAMS COUNTY SHERIFF
EMPLOYER

AND

S.E.R.B. CASES NOS. 97-MED-10-1077 &
97-MED-10-1078

THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.
EMPLOYEE ORGANIZATION

STATE EMPLOYMENT
RELATIONS BOARD
DEC 16 10 43 AM '97

APPEARANCES:

For The Sheriff: Robert W. Cross
Cross Management Consulting Services, Inc.
Wheelersburg, Ohio

For The Union: Frank T. Lambros
Ohio Labor Council, Inc.
Columbus, Ohio

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

Frank A. Keenan
Fact Finder

Statement of the Case and Recommendations:

This case came on for hearing in West Union, Ohio on December 12, 1997. The parties were at impasse over several issues.

Each party submitted evidence on each issue at impasse. The evidence was in the form of past collectively-bargained agreements; and/or comparable jurisdictions data on the issue; and/or S.E.R.B. furnished benchmark data; and/or other data contemplated by the Statute. In this regard, in reaching the Recommendations made herein, the undersigned has given consideration to the criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. The parties reached understandings resolving the issues at impasse which they have memorialized.

The Fact Finder has reviewed the parties' evidentiary submissions in light of the statutory criteria referenced in S.E.R.B. Rule 4117-9-05 (J), and finds that said evidentiary submissions fully support the understandings the parties have reached. Thus, the undersigned shall recommend that the parties' Contract comport with these understandings.

References to the parties' "Current Contract" more accurately are a reference to the parties' 1-1-96 through 12-30-97 Contract, the latter being too long a phrase to be continually repeated. Accordingly:

It is RECOMMENDED that the parties retain the language of the Current Contract at Article 13-Discipline, except that same shall be modified as per the Memo of Understanding set forth in Appendix I.

It is RECOMMENDED that the parties retain the language of the Current Contract at Article 32-Holidays, except that same shall be modified as per the writing set forth in Appendix II.

It is RECOMMENDED that the parties retain the language of the Current Contract at Article 33-Hours of Work And Overtime, except that same shall be modified as per the writing set forth in Appendix III and Appendix IV.

It is RECOMMENDED that the parties retain the language of the Current Contract at Article 35-Insurance, except that same shall be modified as per the writing set forth in Appendix V.

It is RECOMMENDED that Article 37-Wages of the Current Contract be modified as per the writing set forth in Appendix VI.

It is RECOMMENDED that the parties retain the language of the Current Contract at Article 36-Uniforms, Clothing And Equipment, except that same shall be modified as per the writing set forth in Appendix VII, pages 1 through 3 inclusive.

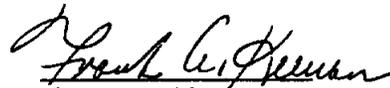
It is RECOMMENDED that the parties retain the language of Article 38-Effect of Agreement (see Appendix VIII).

It is RECOMMENDED that the parties' Agreement at Article 47-Duration, read as per Appendix IX.

It is further RECOMMENDED that all other articles previously agreed to by the parties also be incorporated into the parties' Agreement.

This concludes the Fact Finder's Report and Recommendations.

December 15, 1997


Frank A. Keenan
Fact Finder

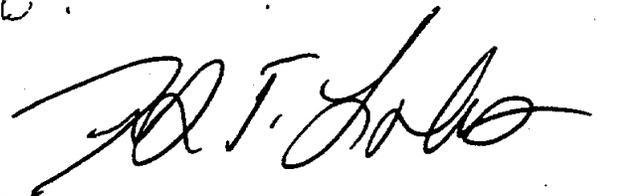
Memo of Understanding
Re: Article 13 Discipline

To: Frank Lombros
From: Bob Cross
Re: Pre-Disciplinary Hearings

The County agrees that any bargaining unit member will receive a pre-disciplinary hearing prior to being suspended without pay unless the bargaining unit member has been arrested or indicted for a felony charge. The Pre-disciplinary hearing will allow the bargaining unit members to retain their due process rights.

For the County

Robert W. Cross
Ray A. Bendall


Norman E. Winton

APPENDIX II

The County agrees that the bargaining unit members may use the President's Day Holiday in Article 32 as a floating holiday. The Bargaining member may take the day off at any time with the Sheriff's prior approval. Any Bargaining unit member who takes this ~~day~~ will receive his regular rate of pay and must take it within the calendar year.

12/12/97

For the County

For the F.O.P.

Robert W. Cross
Ray A. Bandler

J. T. Hall

Thomas E. Watson

Article 33 Hours of Work and Overtime.

The County and the F.O.P. agree to Current Contract Language on Article 33 with the addition of a new paragraph I, which shall read as follows:

The bargaining unit members can accumulate up to forty hours of overtime as comp time. The ~~also~~ bargaining unit member can take the comp time off with prior approval of the sheriff. The Bargaining unit members may not carryover from one calendar year to the next more than 40 hours of comp time.

12/12/97

J.T. Laible

Thomas E. Watson

For the County

Robert W. Cross

Ray A. Randall

Memo of Understanding
Re: Permanent or Regular
Shifting Patterns

To: Frank Lambros

From: Bob Cross

Re: Negotiations 1997 Article 33 Hours of Work.

The County agrees that if the present shifting pattern is significantly changed or altered that this issue will reopen ~~then~~ negotiating the economic effects of these changes.

12/12/97

Forth County

M. J. Lino

Robert W. Cross

Thomas E. Watson

Ray A. Conolly

APPENDIX V

Article 35 Insurance shall be
maintained as current contract language
and add dental and vision to article 35-E

12/12/97

For the County

J. T. Golo

Thomas E. Watson

Robert W. Cox
Ray A. Bentley

Wages Article 35

The County and the F.O.P. agree to the following:

The wage increase for 1998 will be 25¢ per hr. with 13¢ additional being delayed until the end of the two year contract. The wage increase for 1999 will be 25¢ per hr. with an additional 13¢ being delayed until the end of the two year contract. For this consideration the county will forgive all ^{over}payments owed the county due to incorrect deductions for past years. This settles all amounts owed the county for hospitalization deductions.

Dec. 31, 1999 all rates of the Appendix will increase by 26¢ per hour

R. J. [Signature]

12/12/97

For the County
Robert W. Cross

The Adams County Sheriff
-and
The Fraternal Order of Police, Ohio Labor Council

12/12/97
FL

Management Proposal #2
Presented 11/18/97

ARTICLE 36: UNIFORMS, CLOTHING AND EQUIPMENT

A. The Employer shall continue the current practice of providing all required equipment, clothing and insignia for new employees. The initial issue shall include the following:

- Two (2) winter shirts
- Two (2) summer shirts - short sleeve
- Four (4) trousers
- Two (2) badges (1 hat and 1 breast)
- Two (2) ties
- Collar brass
- Whistle chain and whistle
- Summer hat - winter hat
- Rain coat
- Rubber for hat
- Buttons
- Acorns for hat
- Hat strap
- Name plate
- Winter coat
- Chill chaser (lightweight coat)
- Gun belts
- Trouser belt

1. Employees who are employed between October and April shall receive a winter issue that will not include the following: two (2) summer shirts; summer hat; lightweight coat; two (2) pair trousers.
2. Employees who are employed between April and September shall receive a summer issue that will not include the following: winter hat; two (2) winter shirts; winter coat; two (2) pair trousers.

B. The Employer shall provide an appropriate uniform for dispatchers which include three (3) shirts or blouses, three (3) pants, name plate, buttons, trouser belt.

APPENDIX VII

C. Replacement Policy.

see attached

Effective January 1, 1998, the Employer will provide each employee a three hundred sixty dollars (\$360.00) per year uniform allowance for replacements.

D. The Employer shall maintain the practice of cleaning uniforms.

Date Signed

12/17/97

FOR THE EMPLOYER:

[Signature]

FOR THE UNION:

[Signature]
[Signature]

APPENDIX VII

Article 36 Uniforms, the County agrees to raise the amounts in paragraph C. of Article 36 to \$360 in 1998 and \$370 in 1999 in Management proposal # 2 of 11/18/97

12/12/97

J. T. Salvo

Thomas E. White

For the County

Robert W. Sloss
Ray A. Boudler

APPENDIX VIII

The Adams County Sheriff
-and
The Fraternal Order of Police, Ohio Labor Council

Management Proposal #1
Presented 11/5/97

ARTICLE 38: EFFECT OF AGREEMENT

- A. This Agreement supersedes any and all practices, ordinances and previous agreements between the parties hereto and is a final and complete agreement. No verbal statements shall supersede any provisions of this Agreement.

Date Signed 12/14/97

FOR THE EMPLOYER: [Signature]

FOR THE UNION: [Signature]

APPENDIX IX

The Adams County Sheriff
-and
The Fraternal Order of Police, Ohio Labor Council

Management Proposal #1.
Presented 11/5/97

ARTICLE 47: DURATION

- A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.
- B. This Agreement shall become effective as of January 1, 1998, except as otherwise indicated herein, and shall remain in effect up to and including December 31, 1999, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to December 31, 1999, or prior to the date of expiration of any annual renewal hereof.
- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Date Signed

12/12/97

FOR THE EMPLOYER:

Robert W. Gross

FOR THE UNION:

[Signature]