

**IN THE MATTER
OF
FACT FINDING
REPORT**

STATE EMPLOYMENT
RELATIONS BOARD
Jan 26 10 17 AM '00

BETWEEN	CASE NO: 99-MED-08-0695
The	99-MED-08-0696
Belmont County, Ohio Sheriff	Police Officers &
and the	Command Officers
Fraternal Order of Police	FACT FINDER: JOHN S. WEISHEIT
	HEARING DATE: January 5, 2000
	AWARD ISSUED: January 24, 2000

**REPRESENTATION
by**

<u>Employer Representatives</u>	<u>Union Representatives</u>
John Deonis, Labor Relations Dir., Belmont Co.	Rick Grochoski, FOP, OLC, Inc. Rep.

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 applicable to safety forces.

BACKGROUND

The above named parties engaged in collective bargaining for a successor labor agreement to the one expiring November 10, 1999. In the course of good faith bargaining, several issues were tentatively agreed to; however, a few issues remained unresolved and an impasse was declared. The above named Fact Finder was assigned in keeping with provisions of the ORC 4117 and SERB Rules & Regulations. Pre-Hearing Briefs were timely filed and received by the respective parties.

A Fact Finding Hearing was convened on January 5, 1999. Prior to convening the Hearing, the parties requested the Fact Finder to engage in mediation. An extensive period of time was spent in mediation. The parties agreed that issues resolved by tentative agreement through mediation would be included in this Report without comment. Any discussion in mediation on unresolved issue could be used by the Fact Finder in the course of his deliberation and recommendation. It was also understood that any offers, concessions, or other bargaining positions made in mediation regarding issues that were ultimately remained at impasse were made as offers without prejudice. Before adjourning the Hearing, each party indicated sufficient opportunity to introduce such documents and testimony considered relevant. When the parties indicated they had no additional facts, evidence, and/or testimony to introduce, the Hearing was adjourned.

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 introduced at that time and in keeping with statutory consideration cited above.

ISSUES OF TENTATIVE AGREEMENT

The following issues were at tentative agreement between the parties prior to the declaration of impasse, inclusive of provisions agreed to be brought forward in this Agreement from the expiring agreement or otherwise resolved:

Article	Title	Article	Title
	Preamble/Purpose	Article 16	Leaves & Leave of Absence
Article 2	Union Recognition	Article 17	Sick Leave
Article 3	Dues Deduction	Article 18	Hours of Work
Article 4	FOP Representation	Article 21	Report-in & Call-In Pay
Article 5	Management Rights	Article 22	Training
Article 6	Non-Discrimination	Article 25	Health & Safety
Article 7	Grievance Procedure	Article 27	Professional Liability Insurance
Article 9	Rules and Regulations	Article 30	Severability
Article 10	Labor-Management Committee	Article 31	Waiver in Case of Emergency
Article 11	Personnel Files	Article 32	No Strike/No Lockout
Article 12	Bulletin Boards/Misc.	Article 33	Copies of Agreement
Article 13	Seniority	Article 34	Use of County Vehicles
Article 14	Vacancy & Promotion	Article 35	Past Practice
Article 15	Layoff & Recall	Article 36	Bargaining Unit Application of Civil Service Law
		Article 37	Drug/Alcohol Testing

ISSUES AT IMPASSE

The following issues were at impasse at time of the Fact Finding Hearing:

Article	Title	Article	Title
Article 8	Corrective Action	Article 28	Hospitalization & Major Medical
Article 19	Overtime/Compensatory Time	Article 29	Wages
Article 20	Standby Pay	Article 38	Duration of Agreement
Article 23	Vacations	Article ____	Me Too
Article 24	Holidays	Letter of Understanding	Off Duty Employment
Article 26	Uniform Allowance	Letter of Understanding	Sick Leave Reinstatement

**ISSUES OF TENTATIVE AGREEMENT
DURING MEDIATION
AT FACT FINDING**

Article	Title	Article	Title
Article 8	Corrective Action	Article 24	Holidays
Article 20	Standby Pay	Article 26	Uniform Allowance
Article 23	Vacation	Letter of Understanding	Sick Leave Reinstatement
		Article 38	Duration

ISSUES REMAINING AT IMPASSE

Article 19	Overtime/Compensatory Time	Article 39	Me Too
Article 28	Hospitalization & Major Medical	Letter of Understanding	Off Duty Employment
Article 29	Wages		

**SUMMARY OF THE RESPECTIVE POSITIONS
ON ISSUES AT IMPASSE**

Employer		Issue	Union
Sec. 2	Delete comp time with cash payment.	Article 19 OT/Comp Time	Sec. 2 Current language.
Sec. 1	Replace current terms of coverage.	Article 28 Hospitalization & Major Medical	Sec. 1 Current Language
Sec. 2	Language to replace current provision.		Sec. 2 Current Language
Sec. 3	Revise benefit provision lang.		Sec. 3 Current Language
Sec. 4	Replace current specific benefits with other provision-specific language		Sec. 4 Current Language
Sec. 5	Increase rates of life insurance coverage.		Sec. 5 Increase rates of life insurance for employees...add coverage for employees upon retirement.

Employer	Issue	Union
Sec. 1 Adjust discrepancies in certain steps of the wage schedule & increase rate at a fixed dollar & cents per hour rate. Sec. 2 Increase longevity pay 2 cents per hr in keeping with current terms. Sec. 4 Replace current shift differential pay provision with a \$250.00 annual bonus to all employees.	Article 29 Wages	Sec. 1 Adjust discrepancies in certain steps of the wage schedule & increase rate by a percentage amount Sec. 2 Increase longevity pay 3 cents per hour increase cap and increase years of service computation from 20 to 40 years. Sec. 4 Retain current shift differential language and increase amount by 10 cents per hour.
Reject proposal.	Article ___ "Me Too"	Propose new article to provide the increase of benefit level on any term and/or benefit term in the Agreement if the Employer improves such rights/benefits for other County employee groups.
Retain current language.	Letter of Understanding Off Duty Pay	Add rate of pay.

DISCUSSION & DETERMINATION

General

The economic issues at impasse are considered collectively. Economic impact was reviewed in context of cost estimates of issues tentatively agreed to as well as those economic issues at impasse. Recommendations were made on an item by item basis as called for under ORC 4117.

No issue is raised regarding ability to pay. Financial issues are in dispute regarding what is considered appropriate. The financial situation of the County has improved significantly in recent years. Such a change in the financial health of the Employer is not cause, in and by itself to grant the economic demands of the Union. This fact does give weight to argument s to retain current economic benefit levels. Any economic increases are based on facts presented and considered in light standards applied in similar bargaining units through the collective bargaining process. Of note is the fact that certain disparities exists among other employee units within the general financial control of the County Commissioners.

It is estimated to raise the base wage rate by 1% will cost the Employer about \$6,000. This is base cost only and does not include other direct and/or indirect costs related to such an increase.

Comparables

Several sets of comparables were submitted for relative to wage issues. Such data is used for information shown as well as data found absent. Total employer cost for employee economic benefits are effected not only by the base wage rate, but also premium pay terms and insurance, to mention a few. No set of comparables reflects a comprehensive data. Comparables give general direction regarding trends and priorities and are given due consideration within what is considered rationale limits..

Items of Tentative Agreement at Fact Finding

The following issues are to be included in the Agreement as agreed to by the parties in mediation at the Fact Finding Hearing:

Article 8 - Corrective Action shall be included in the Agreement as written in the expiring agreement.

Article 20 - Standby Pay shall be included in the Agreement as set forth in the Labor Management Committee Meeting Report dated December 22, 1999.

Article 23 - Vacation, shall be included in the Agreement as set forth in the expiring agreement with the following changes:

Section 1. All full-time employees shall earn vacation leave with pay as follows:

Length of Service	No. Of Weeks	Hours Equivalent
Less than one (1) year	0	0
One (1) year to five (5) years	2	80
Six (6) years to fifteen (15) years	3	120
Sixteen (16) years to twenty (20) yrs.	4	160
Twenty-one (21) years t twenty-four (24) years	5	200
Twenty-five (25) years and over	6	240

Section 4. The order of selection a vacation shall be by classification and seniority. No more than two (2) employees of the road division, and no more than one (1) per shift of the jail division covered hereunder shall be permitted vacation leave at any one time unless otherwise authorized by the Employer. In order to be granted preference hereunder, requested vacation time must be submitted to the employee's immediate supervisor in writing no sooner than January 1st (first) or later than March 1st (first)of each year. Vacation requests submitted after March 1st (first) shall be scheduled on a first come, first served basis.

Article 24 Holidays shall be included in the Agreement as set forth in the expiring agreement with the following changes:

Section 1. add "Easter" to the list of Holidays

Section 4. Employees reporting off sick on a scheduled duty day which is a holiday shall be charged eight (8) hours sick leave in lieu of holiday pay.

Article 26 - Uniform Allowance, shall be included in the Agreement as stated in the expiring agreement with the following changes:

Section 1. The Employer agrees to maintain uniforms for each bargaining unit employee. ****

Every January and July of each year, each bargaining unit member shall receive a uniform/clothing allowance check in the following amount:

Year	Matron/Cook Office Deputy	All Other Bargaining Unit Members
2000	\$ 350.00	\$ 400.00
2001	\$ 375.00	\$ 425.00
2002	\$ 400.00	\$ 450.00

Article 38 - Duration, shall be included in the Agreement as set forth in the expiring agreement with the following changes:

Section 1.

A. This Agreement shall be effective as of November 10, 1999, and shall remain in full force and effect until midnight November 9, 2002, unless otherwise terminated as provided herein.

**Fact Finder's Determination
Issue by Issue**

Issue	Discussion/Determination
<p>Article 19 OT/Comp Time</p>	<p>It is recognized that Federal Law (FLSA) is the ultimate control regarding employee overtime and compensatory time rights. Modifications of such employee rights are clearly authorized through collective bargaining in the Act. The Union has indicated a willingness to modify the current policy, but not to eliminate the provision in total. Current language provides the employee right to periodically buy down bargaining unit member accrued compensatory time. Reducing the current limit by ½ and using current reserved management right terms governing comp time accumulation is considered proper in this instant case.</p>
<p>Determination</p>	<p>It is determined that the Agreement shall include Article 19 in the language in the expiring agreement, except for Section 2. It is recommended Section 2 include the following modification:</p> <p>“ ***** Employees, at their, option, may accumulate no more than forty (40) hours of compensatory time.”</p>
<p>Article 28 Hospitalization & Major Medical</p>	<p>It is significant that the Employer seeks major concessions in this provision. There is significant disparity on this benefit with other bargaining units within the ultimate financial control of the County Commissioners. The Fact Finder is not persuaded that such broad language modification is appropriate at this time. No cost estimate for life insurance for retirees is included.</p>
<p>Determination</p>	<p>It is determined that the Agreement shall include Article 28 in the same language as is found in the expiring agreement, except for Section 5. Section 5 should include the language as set forth in the last proposal of the Employer.</p>

<p>Article 29 Wages</p>	<p>There are several component matters unresolved in this Article. Each reflects a significant cost factor and economic benefit to bargaining unit members. The inequity between road and jail deputies/sergeants is addressed by both parties. The longevity provision is determined unique and a significant structure. The total economic effect of the separate parts are considered as well as other financial terms covered under the Agreement.</p> <p>The adjustments recommended are considered appropriate in relation to the contractual economic benefits as a whole, past adjustments, limited by local economic restraints, and applicable comparables within the County and other similarly determined comparable employment agencies submitted to the Fact Finder.</p>
<p>Determination</p>	<p>It is determined that the Agreement include Article 29, Wages, as set forth in Attachment I of this Report.</p>
<p>Article __ "Me Too"</p>	<p>A primary purpose of periodic renegotiations is for the parties to establish mutual understanding of the terms of employment for a specified period of time. In essence, such establishes "labor peace" for that specified period of time. "Me too" provisions may occasionally be included in a contract addressing a specific term. A provision of such general effect is determined contrary to the purpose of collective bargaining.</p>
<p>Determination</p>	<p>It is determined that this provision, as proposed by the Union, not be included in the Agreement.</p>
<p>Letter of Understanding Off Duty Pay</p>	<p>The terms the Union proposes to add to this letter of understanding are considered to exceed the basic intent of the original letter. Inclusion of such economic benefit would be more appropriately included in the text of the Agreement. Further, there are other related aspects that need to be considered and resolved before inclusion.</p>
<p>Determination</p>	<p>It is determined that the Letter of Understanding, Off Duty Employment, be included in the Agreement as stated in the expiring agreement.</p>

Attachment I

**Article 29
Wages**

Section 1.

The following pay schedule is hereby established to determine the entry level base rate for all bargaining unit employees effective with the following payroll dates:

Base Rate Pay Schedule

Position	11/10/99	11/19/00	11/18/01
Captain	\$ 16.21	\$ 17.02	\$ 17.87
Lieutenant	\$ 14.98	\$ 15.73	\$ 16.52
Sergeant (Road)	\$ 13.65	\$ 14.33	\$ 15.05
Sergeant (Jail)	\$ 12.19	\$ 13.41	\$ 14.75
Deputy (Road)	\$ 11.37	\$ 11.94	\$ 12.54
Deputy (Jail)	\$ 8.39	\$ 9.23	\$ 10.16
Deputy (Dispatcher)	\$ 8.37	\$ 8.79	\$ 9.23
Deputy (Office)	\$ 8.29	\$ 8.71	\$ 9.14
Deputy (Matron/Cook)	\$ 8.29	\$ 8.71	\$ 9.14

Section 2.

Bargaining unit members hired after the effective date of this Agreement, shall be paid at ninety percent (90%) the base rate of pay after the most recent date listed above. Upon completion of probation, said employee will be paid at the full base rate of the wage rate in effect at that time.

Section 3.

Upon completion of five (5) years of service, bargaining unit members shall receive a longevity supplement equal to four cents (\$ 0.04) per hour multiplied by the number of years of completed service. The maximum service credit allowed for this benefit shall be limited to twenty (20) years.

Section 4.

Any bargaining unit member who is designated to, and performs the duties of, a higher classification shall be paid the base rate of pay for that classification for all such work performed.

Section 5.

Include language as set forth in Section 4, of the expiring agreement.

DETERMINATION AND AWARD

It is recommended that all items of tentative agreement prior to Fact Finding be included in the Agreement. If not otherwise resolved by the parties it is recommended all provisions of the expiring agreement be included in the Agreement.

It is recommended the issues at impasse be included in the Agreement in as set forth in the preceding section of this Award.

TOTALITY OF AGREEMENT

This will affirm the foregoing report, consisting of **11 pages**, inclusive of this page, Appendix A (Attachment) and recommendations contained herein are made in this matter of Fact Finding Award by the below signed Fact Finder.

All matters presented before the Fact Finder and not specifically addressed 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 his Determinations, the language in the Determination shall prevail.

All matters of tentative agreement reached at the Fact Finding Hearing are recommended to be included in the Agreement.

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 **January 24, 2000**.


John S. Weisheit, Fact Finder

STATE EMPLOYMENT
RELATIONS BOARD

COPY

JAN 26 10 17 AM 2000

CERTIFICATE OF SERVICE

This will affirm that the Fact finding Report in the Matter of Fact finding between

**The Fraternal Order of Police, Ohio Labor Council, Inc.
And the
Belmont County, Ohio, Sheriff**

SERB Case Nos.
99-MED-08-0695 & 99-MED-08-069
Police Officers & Command Officers

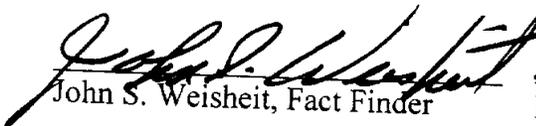
was served to the below named parties at the stated addresses

John R. DeBonis, H. R. Consultant
Belmont County
101 W. Main St., Courthouse
St. Clairsville, OH 43950

Rick Grochowski, Staff Representative
FOP-LOC, Inc.
807 Falls Ave.
Cuyahoga Fall, OH 44221

by U.S. Postal Service Mail, overnight express, on January 24, 2000.

*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

January 24, 2000
Date