STATE EMPLOYEES RELATIONS BOARD
FACT FINDING REPORT
AUGUST 22, 2006

STATE EMPLOYMENT
RELATIONS BOARD

2006 SEP 11 P 12: 27

OHIO PATROLMENS BENEVOLENT ASSOCIATION Union	)	
-and-	)	**CASE NOS.: 04 MED 07-0717** **04 MED 07-0718** **04 MED 07-0719** **04 MED 07-0720**
TRUMBULL COUNTY SHERIFF Employer	)	

APPEARANCES:

For the Union:
S. Randall Weltman, Representative
Lt. Pete Lucic, OPBA Director
Dep. Steve Sabulsky, OPBA Director
CO Sheila Cullins, OPBA Director
Sgt. Peter Pizzulo, Neg. Comm.
Stellie Zadroski, OPBA Director

For the Township:
James Keating, Representative
Steve Charles, Representative, HR
Earnie Cook, TC Sheriff
Leshe Stredney, TC Sheriff
John J. Meehan, Witness
Paul Melo, Witness
Adrian Biviano, Witness, Auditor

Fact Finder
JOSEPH W. GARDNER
4280 Boardman Canfield Road
Canfield, OH 44406
Phone: 330-533-1118
Fax: 330-533-1025
Email: jwg1118@sbcglobal.net

INTRODUCTION

The contracts between the parties expired on September 30, 2004. Historically, the parties have been unable to negotiate their collective bargaining agreements (CBAs) without reporting to SERB's dispute resolution mechanisms.

The parties reached an impasse and the cases were set for fact finding. On June 28, 2006 the parties met and a short mediation session was conducted. The parties then proceeded to fact finding. The parties recessed the first day without ending the conference. The parties attempted, in good faith, to resolve issues regarding a newly formed unit. Unable to reach a compromise, the parties met again on August 8, 2006 to complete the fact finding conference.

The parties submitted evidence in the form of testimony and documents. Both parties made arguments orally and in writing. This fact finder also considered the following statutory factors before rendering this fact finding report:

(a) Past Bargaining Agreements, if any, between the parties;

(b) Comparison of Issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other pubic and private employees doing in comparable work, giving consideration to factors peculiar to the area and classification involved;

(c) The interest in 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 standards of pubic service;

(d) The lawful authority if the public employer;

(e) The stipulations of the parties;

(f) Such other factors, not confined to those listed in this section, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding, or other impasse resolution procedures in the public service or in private employment.

FACTS

There are 5 separate bargaining units for this fact finding:

Unit 1: Deputies
Unit 2: Sergeants and Lieutenants
Unit 3: Correction Officers
Unit 4: Assistant Wardens
Unit 5: Clerks, Secretaries, Cooks and Maintenance Employees

The previous contract spanned from October 1, 2002 through and including September 30, 2004. In its position statement, the Sheriff states that the parties met on approximately 16 occasions to negotiate a successor agreement and an impasse has been declared. The Union states that they bargained on just a few occasions in 2005. The parties had entered into an extension and retroactivity agreement and agreed to reconvene in 2006. This fact finder notes that there are many issues that have not been resolved by the parties.

The bargaining units' employees have not experienced an increase in any form of compensation since October 2003.

The testimony of the county auditor shows a downfall of $449,000 in the hospital trust fund. Any shortfall must be supplemented by the general fund. The auditor also testified that the county was $200,000 short in the expected revenues this year.

The employer points out that there exists concern for the business, financial and employment outlook in the private sector in Trumbull County, Ohio. Two of the major employers are laying off and offering buyouts to their employees. The employer states that these layoffs and buyouts will probably adversely affect sales tax revenues. There is no evidence that new or other businesses are hiring these adversely affected employees in the private sector.

The County's budget depends on the sales tax that was recently imposed by the county commissioners. If the commissioners must "impose" a tax without voter approval, this

continued funding source is somewhat suspect to this fact finder. The testimony of the auditor was that the business and employment forecast of the Trumbull County area was grim and that this employer should proceed with caution.

The second day of fact finding the issue of the inability to pay surfaced. A witness for the Union opined in her testimony that the proposals submitted by the Union for bargaining unit #5 were affordable. However, no data was provided. Shortly thereafter, the Sheriff testified regarding the proposal for bargaining unit #5. The Sheriff opined that the proposal was not affordable. The Sheriff testified that the commissioners budgeted only so much money for the Sheriff's department and "that was it." The Sheriff did concede on cross examination that the county commissioners may have more or other money available, but the Sheriff was not privy to that information.

The defense of inability to pay in an affirmative defense and the burden of that affirmative defense is on that employer. The Sheriff testified that he has no power or authority to force the county commissioners to obtain more money.

It is the legal responsibility of the county commissioners to set budgets for the county departments, including the Sheriff's department. This is the lawful authority of the county commissioners. The Sheriff has an obligation to run his department within that budget.

However, may an employer raise the defense of inability to pay without disclosing the amount of funds available from its funding source? This fact finder believes that in order to successfully raise the defense of inability to pay, the employer must produce all data showing the amounts available (or unavailable) from the county's budget. If the county commissioners are permitted to simply set a budget and not fully disclose whether or not other funds are available, to the county or this department, a fact finding decision would be recommended on incomplete

data. Fact finding decisions and recommendations must be made with full disclosure. Full disclosure not only protects the parties, full disclosure protects the tax payers. If the county commissioners have extra funding and those funds are reasonably distributed to other departments, then the Sheriff and his funding source, the county commissioners, are acting reasonably within their lawful authority. The opposite however, may also be true.

At fact finding, both parties should be made aware of the funding sources available, if any. The employer did produce evidence of the eroding job market and its subsequent effect of consumer spending and the sales tax revenue. These matters may eventually affect the financial condition of this employer and this evidence has been considered by this fact finder. However, this fact finder does not make a finding of inability to pay.

Many witnesses testified and their testimony will be referred to while discussing each individual issue.

The 12 issues discussed in this fact finding are as follows:

1. Article XVII-Work schedules. This issue applies only to Unit #1.
2. Article XXI-Holidays. This issue applies to Unit #1-4.
3. Article XXII-Vacations-This was a Union demand that was withdrawn by the Union at fact finding.
4. Article XXVIII-Hospitalization and Insurance. This issue applies to Units #1-5.
5. Article XXXII-Compensation. This issue applies to all Units #1-5.
6. Article XXXVII-Vacations and Promotions. This was an employer issue that was withdrawn by the employer at fact finding.
7. Article XLI-Duration of the Agreement. This issue applies to all Units #1-5.
8. Article XLIII-Shift Differential- This issue applies to Unit #1-5.
9. Article XLIV-Longevity-This issue applied to applies to all Units #1-5.
10. Article XLIX-Tuition Reimbursement-This issue applies to all Units #1-5.
11. Article XX-Layoff and Recall. This issue applies to all Units #1-5.
12. Article XXXV-Pension. This issue applies to all Units #1-5.

ISSUE 1
WORK SCHEDULES-ARTICLE 17

The trend in many areas including Trumbull County is for townships to contract their police work out to the sheriff's department rather than have their own township police. By this contracting out of police work the townships are able to avoid the administrative costs of maintaining a police force. The Union members enjoy the benefits of more jobs in the department.

The sheriff's department also has obligations to service the civil docket of the Common Pleas Court and to provide court security for the Common Pleas Court.

As of this date, the sheriff designates the officers who shall serve the townships via contracts with the sheriff's department. The sheriff also uses his discretion to assign officers to the civil law division and the court security details. Seniority is not necessarily a determining factor.

The Union demands to bid, in or out, on these positions based on seniority. The sheriff desires to retain discretion for the assignments. According to an employer witness, the townships, in contract negotiations, ask for specific deputies and/or deputies who possess specific skills. The sheriff wants to retain discretion in order to "put the right person on the right job." The sheriff states that if this demand is granted, "this is an erosion of management rights."

Any deputy should be trained to perform all essential deputy duties. Road patrol, serving the civil department and court security is something that all deputies should be able to do. No evidence was presented that assignment by seniority would in any way financially affect the department.

Since there is not adverse financial impact, bidding in or out of these positions by seniority would be a proper and fair way to assign duties in this specific instance.

RECOMMENDATION

This fact finder recommends that the language set forth on pages 4 and 5 of the position statement of the Union be used for Article 17.02(e) and 17.03(h).

ISSUE 2
HOLIDAYS-ARTICLE 21

The Union argues that reviewing current labor agreements, the county commissioners have agreed all county employees should get a 4 hour New Year's Eve holiday. Virtually all of the sheriff's employees are excluded from this benefit. The Union seeks parity with all other county employees and requests a thirteenth holiday for December 31 for 4 hours. The employer claims that this will cost an additional $20,000 to the county and is an unnecessary economic burden.

RECOMMENDATION

This fact finder recommends that the request of the Union not be granted and that the contract language remain the same as in the present contract.

ISSUE 3
VACATION-ARTICLE 22

The Union withdrew this demand at fact finding. There was no evidence taken.

RECOMMENDATION

This fact finder recommends that Article 22 regarding vacation remain the same.

ISSUE 4
HOSPITALIZATION AND INSURANCE-ARTICLE 28

This is a complicated issue and applies to all bargaining units. The employer is proposing the following modifications to the current health insurance fees: the employer desires to keep in place the current contract language of 10% employee premium share on all insurance costs. The employer also proposes to add a $75 emergency room co-pay. Furthermore, the

employer also desires to charge a prescription co-pay as follows: $10/$20/$50 retail or $20/$50/$100 mail order.

The Union's specific language requested is on Pages 7 and 8 of the Union's Position Statement.

In the Waiver of Coverage, the employee would receive a payment of $300 per month for the family plan and $150 per month for the single coverage plan.

The Union seeks protection for those who are laid off. The Union reasons that a newly laid off employee is not able to pay a COBRA fee so the Union requests that coverage continue for up to the first 3 months of any lay off period for any employee for the payment of premiums.

The Union also proposes that Article 28 §2801(g) as set forth in supplemental paragraph Page 3, a copy of which is attached hereto as a cap on the employee's share of the health care premium. The proposal is as follows:

> Article 28 (g). The employee share of health care premium shall be ten percent of the total premium not to exceed eighty ($80.00) dollars per month for family subscribers nor more than forty ($40.00) per month for single subscribers.
> The employee's share of the premiums shall be deducted from the employee's gross wage at one-half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met."

The employer called as a witness the insurance consultant who has been acting as a consultant for the county for several years. There were two types of plans, one being a PPO and the other being an HMO. The PPO is somewhat more expensive than the HMO per employee cost. The employer states that the bargaining unit members were to pay 10% in the last contract but the county froze costs in the second year. By doing so, the county absorbed the cost of health care, not the employees.

Because of the current rising rates in the health care market, there are only a few things that can be done:

1. Raise the deductible;
2. Change in co-insurance;
3. Prescription drug area, getting away from co-pays and going to co-insurance;
4. Making co-pays for the buying of name drugs and generic drugs.

The employer claims that the costs per sheriff's employees were higher than the average costs for all the employees in the county.

There was compelling evidence on both sides regarding the claim history for all employees. There was evidence regarding deductibles, co-insurance, prescription drugs, the types of plans, the caps on co-insurance and how money can be saved by providing deductibles.

The Union has argued that the Union has already made substantial concessions by going to an 80/20 program, $80 per month and the other concessions on the purchase of prescription drugs. The Union also argues that the comps both internal and external favor the Union's position. The Union states that the high claims usage is the fault of other units and not members of these 5 units.

This fact finder has reviewed all exhibits and testimonial evidence regarding this issue. In light of all of the evidence, the requests of the employer are reasonable.

RECOMMENDATION

This fact finder recommends that all of the requests on Page 3 under Article 28, Hospitalization and Insurance of the Position Statement of the Sheriff's department be adopted as part of the contract. This fact finder recommends that no proposals of the Union be made a part of the contract.

ISSUE 5
COMPENSATION-ARTICLE 32

The Union proposes an increase in the current Corrections Officers wage to the current Deputy's wage and an increase to the current Assistant Warden's wage to the Sergeant's pay. Generally, the union seeks internal and external parity.

Then the Union proposes to increase the existing wage scales as follows:

Effective October 1, 2005-4%

Effective October 1, 2006-4.25%

Effective October 1, 2007-4.5%

The compensation for Deputies, Sergeants, Lieutenants, COs and AWs are set forth on Exhibit A which is attached to the position statement of the Union and also attached hereto.

The Union requests that effective October 1, 2005, the employer shall maintain a sworn officers' differential pay to all bargaining unit members who are law enforcement certified. The Union demands the sworn officers' differential shall be in the amount of 5% of the sworn officers' base rate. The Union argues that the deputies are law enforcement officers and provide a significant and substantial function for the Sheriff. They are certified to employ a weapon and they possess the ability to arrest. Because of those special duties they are entitled to a pay differential.

The Union argues that the Sheriff's Sergeants bear the important responsibility of supervising deputies. Those in these positions are tested in order to attract and determine the top candidates. These supervising positions require experience and training over those not in these positions. The Union further argues that the sheriff departments normally maintain a percentage "rank differential" between the top paid deputy and the sergeant. The Union continues to argue that the rank differential for Sheriff's Sergeants is considerably lower than the standard

established by comparable jurisdictions and that this Union wants to correct that disparity. The language is as follows:

> "Section 32.07.
>
> Effective October 1, 2005, the employer shall maintain a differential between the top paid Deputy and Sergeant and the Sergeant and Lieutenant in the amount of not less than 14%."

The Union further argues that the bargaining unit employees are exposed to criminal both confined and not confined and that they must be on constant guard throughout their workday. The Union demands hazardous duty pay as follows:

> "Section 32.02.
>
> Effective October 1, 2005, all bargaining unit employees shall be compensated with "hazardous duty pay" in the amount of $0.25 per hour."

For Unit 5, a fact finder recommended and the parties agreed to categorize the positions and then set a pay rate for each position:

> "Section 30.05.
>
> A joint job study committee shall be established to determine new job titles, job descriptions and qualifications for the bargaining unit. This committee shall be established no later than December 31, 2003."

The Union stated that the Union and employer representatives categorized the positions, set a range of pay depending upon the duties of the position, and finally set a starting rate of pay. The criteria used to determine positions are described in Unit Exhibit 10, attached hereto. The Trumbull County Employer Salary Schedule is set forth in a Union exhibit, a copy of which is attached hereto. The employer disagreed that any agreement was reached.

According to Union witness, Ms. Stellie Zadroski, the workers in Unit 5 wanted to be on the same pay scale as all the other similarly situated employees in Trumbull County. Unit 5 employees demand specific job descriptions which describe their duties and set their pay

accordingly. The Union witness testified that the point system was jointly used by both management and labor and that it was in line with the Trumbull County pay scale. The employer stated that these rates called for dramatic increases and submitted an exhibit that the increases would amount to 24%. The Union claimed that the exhibit was inaccurate.

Other Union testimony by Sgt. Peter Pizzulo stated that there were large disparities with comparable units in the early and mid 90s and that these disparities were made up by large percentage increases in order to reach parity with both internal and external comparables. Sgt. Pizzulo's point was that there exists a history of large percentage increases to make up for low comparable pay during lean times.

One of the problems that this fact finder has encountered is that, regarding Unit #5, the process used by the Union to calculate wages resulted in lower pay in at least one or two positions. The Union representative states that to argue a position that would result in lower pay for an employee may result in an unfair labor practice filed against the Union. If, however, the criteria used to set wages is fair, and a few employees end up with a lower rate using this criteria, how is it justifiable to the taxpayers to pay the higher rate and award an increase in pay, even though the process results in a lower wage?

The positions we are discussing consist of less than three positions. The positions are relatively low pay positions when compared with other positions. The positions are vital, however. Without the people to complete those duties, it would be extremely uncomfortable and disturbing not only to the inmates of the jail, but for all co-employees. This fact finder will not recommend s pay increase but will recommend the current rate of pay.

It was during the testimony regarding Unit #5 where the Sheriff testified that he was given only so much money from the commissioners and the commissioners said "that was it."

No one knows as to whether or not there are surpluses or deficits in the county budget. We do know there was a claimed shortfall of $200,000 in revenues via the testimony of the Auditor. We do not know how much is available, if anything, for all of the county programs. Because of the financial climate, we should proceed cautiously. The funds we are talking about are taxpayers' funds and for that reason we should always proceed cautiously.

It is clear that the law places the burden of proof of inability to pay on the employer. Although the employer has authority to set the rates of pay and to reasonably allocate tax payer resources, it is imperative that those figures disclosed at a fact finding conference. Since those figures were not disclosed, the employer has not met the burden of proof of inability to pay. For the most part, most of the demands of the Union are reasonable.

In light of the evidence and the distinctions, this fact finder finds that most of the demands of increases in pay for the Union for all units as reasonable. Parity, both external and internal, is an important consideration. Most of these demands will help the parties achieve parity.

In regarding "hazardous duty pay," the job of the Sheriff's employees is to come into daily contact with the criminal element and the danger it brings. The duties of the employees place these employees at risk at all times.

In regarding the rate of pay for corrections officers, the testimony of CO Collins was compelling. The jail is understaffed and overcrowded. The COs must deal directly with the criminals. The COs come into contact with inmates who have diseases such as HIV and TB. They must contend, during a full shift, with inmates who have mental disorders. It is the COs responsibility to protect the public and protect the inmates in very close quarters.

The Eleventh District Court of Appeals has ruled that the Sheriff's duty to operate the jail is a mandatory duty and that road patrol by the sheriff is not a mandatory duty. This fact finder is required to give deference to that Court's ruling.

It would seem reasonable that if an officer is performing duties as a "sworn officer," then that officer should be paid the higher rate. However, when an officer is performing duties that do not require the training of a "sworn officer," then the officer should be paid the rate for the duties he/she is performing.

Rank differentials are important. Rank connotes additional responsibilities. A ranking officer is directly responsible for those men and women who enforce the law. With this added responsibility, a pay differential should exist.

RECOMMENDATION

This fact finder does not recommend that the employee's be compensated with "hazardous duty pay."

This fact finder recommends the following increases for Units 1-4:

Unit #1, 2, 3, and 4: Effective October 1, 2005 a 4% increase, Effective October 1, 2006, a 4.25% increase and effective October 1, 2007, a 4.5% increase.

Those increases shall be added to the existing scale. Furthermore, effective October 1, 2005 the Assistant Warden shall be compensated the same as a Sergeant. Effective October 1, 2006 and thereafter the Assistant Warden shall be compensated at the same rate as a Sergeant and effective October 1, 2007 and thereafter the Assistant Warden shall be compensated at the same rate as the Sergeant.

This fact finder does not recommend that the parties accept nor the contract contain the new proposal on Page 9 of the Union's position statement regarding both "sworn officers differential."

This fact finder does recommend that the new §32.07 maintaining a differential between the top paid deputy and the sergeant and the sergeant and the lieutenant in the amount in not less than 14% The language recommended is on the top of Page 10 on the Union's position statement. The language is recommended to also apply to jail personnel as set forth above.

This fact finder recommends that the contract include the following positions for Unit #5, with the range of pay and the corresponding starting wage.

Position	Range of Pay	Starting Wage
Receptionist/Clerk	Range 2	$8.5000
Clerk	Range 4	13.5643
Cook (2)	Range 3	12.1451
Kitchen Supervisor	Range 5	14.7000
Custodian I	Range 3	12.1451
Custodian II	Range 4	13.5643
Civil Process	Range 5	14.4033
Records Clerk	Range 4	13.5643
Civil Coordinator	Range 6	17.6778
Accts. Pay./Commissary	Range 6	17.6778
ID/Warrants/CCW	Range 4	16.5855
Civil Clerk	Range 5	14.4033

The above starting wage increases are recommended to commence as of October 1, 2005. The Unit #5 employees shall then secure an increase of 3% on October 1, 2006 and an increase of 3% on October 1, 2007.

ISSUE 7
DURATION OF THE AGREEMENT-ARTI CLE 41

It has been the parties past practice to commence the contract on October 1. The undersigned believes that there should be no reason why the contract should not continue to operate from October 1.

RECOMMENDATION

This fact finder recommends that the agreement shall become effective on October 1, 2005 and shall remain in full force and effect until September 30, 2008.

ISSUE 8
SHIFT DIFFERENTIAL-ARTICLE 43

The Union seeks to reward bargaining unit members who work the afternoon and the midnight shifts. The employer disagrees with this differential.

RECOMMENDATION

This fact finder recommends that the language in the contract regarding shift differential remain the same.

ISSUE 9
LONGEVITY-ARTICLE 44

The Union proposes to add longevity tiers and payments of $5.00 per month for each full year of service after 10 years of service and $6.00 per month for each year after 20 years of service. The employer states that the current payment of $4.00 is fair and equitable and that no other county union receives more than $4.00 per month per year.

RECOMMENDATION

This fact finder recommends that the contract language regarding longevity remain the same.

ISSUE 10
TUITION REIMBURSEMENT-ARTICLE 49

The employer proposes that the tuition reimbursement article be deleted in its entirety once the current employees finish their education. This fact finder does not find that the county will save money nor was any evidence produced that there was any abuse in tuition reimbursement. Nothing was introduced to define the phrase "finish their education."

RECOMMENDATION

It is recommended that this article remain the same in the contract.

ISSUE 11
LAYOFF AND RECALL-ARTICLE 20

The employer desires to make lay offs and recalls by way of job classification rather than seniority. The employer makes a strong financial argument that the employer requires the right to lay off and call back according to job classifications rather than the current practice of seniority.

The Union objects to this type of call back because if someone is needed out on the road and a correction officer is only available, that correction officer cannot go out on the road. The Union further states that this type of seniority clause has been in the agreement for a long time and it is historically significant for labor relations.

The Chief testified that the morale is very low. He states that they must call back deputies who are inexperienced who then do the correction officer's work.

Management demands to pay employees for duties they perform. The testimony of one management witness is a cause of serious concern for the taxpayer: In order to get the jail staffed with correction officers, other senior officers were recalled and put into positions other than correction officer's position simply so a correction officer could be called back. This is a situation where seniority has inappropriately and financially interfered with the Sheriff's duty to manage the workforce.

The Union complains that the department can get around calling people by getting part timers or volunteers to do bargaining unit work. The Union is very protective of this clause because of the history of the clause.

This fact finder finds this use of seniority for lay offs and call backs is a serious concern, not only for the Sheriff's department, but for taxpayers. The Sheriff must be permitted to recall those officers qualified for the positions that are needed to operate the department safely and efficiently. It is not fiscally responsible to be required to call back senior employees who cannot be utilized to get a person who can fill a position needed to be filled for efficient and safe operation of the department.

However, the management did not provide, in its position statement, the contract language for this fact finder to consider. In a previous issue regarding job descriptions for Unit 5 members, a fact finder mandated that the parties start a committee and work toward establishing a job description for each member. A joint committee is a solution to this issue.

RECOMMENDATION

Based upon the above, this fact finder recommends that the current contract language in Sections 20.01, 20.02, 20.03, 20.04 and 20.05 of Article XX be deleted from the contract. This fact finder recommends that a joint committee shall be established to determine the most efficient and safe way to lay off and recall personnel. "Efficient" means using fiscal responsibility for taxpayers' tax dollars. "Safe" means safety for all employees and all members of the public. This committee shall be established no later than December 31, 2006. Layoff and recall shall be primarily determined by staffing, financial and safety needs of the department. Seniority may be taken into account after staffing, financial and safety needs are fulfilled.

ISSUE 12
PENSION-ARTICLE 35

Most of the employees seem to be on par with the other county employees. The reason behind the pension laws was to give the employee the incentive to contribute their own pre-tax dollars to augment their pension. By awarding a "pension pickup," tax dollars are simply

transferred to the employees resulting with a raise in pay without taxpayer knowledge that there is a pay raise. "Pension pickups" tend to transform an incentive to an entitlement.

RECOMMENDATION

This fact finder recommends that the contract language remain the same and that this demand of the Union not be made part of the contract.

JOSEPH W. GARDNER, #0033400
4280 Boardman-Canfield Rd.
Canfield, OH 44406
Phone: (330) 533-1118
Fax: (330) 533-1025
Email: jwg1118@sbcglobal.net

CERTIFICATION

A copy of the foregoing Fact-Finding Report was sent this 22nd day, August 2006, via facsimile and by Certified U.S. Mail/RRR to:

James W. Keating
Director, Human Resources Dept.
160 High Street, NW
Warren, Ohio 44481

S. Randall Weltman
10147 Royalton Road
Suite J
PO Box 33803
N. Royalton, Ohio 44133

JOSEPH W. GARDNER, # 0033400

ARTICLE XXXII COMPENSATION – DEPUTIES, SERGEANTS, LTS.

32.01 Effective October 1, 2015, employees shall be compensated as follows: Exhibit "A"

Length of Service in Grade	Hourly Rate
Sergeants	$19.45
Deputy	
Start	$14.31
After 1 year	15.03
After 2 years	15.72
After 3 years	16.85
After 4 years	17.52
Lieutenant	$21.59

Add 4% to existing scale

32.02 Effective October 1, 2016, and thereafter employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Sergeants	$20.04
Deputy	
Start	$14.74
After 1 year	15.48
After 2 years	16.19
After 3 years	17.36
After 4 years	18.05
Lieutenant	$22.24

Add 4.25% to existing scale

32.03 Effective October 1, 2017, and thereafter employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Sergeant	$20.63
Deputy	
Start	$15.18
After one (1) year	15.94
After two (2) years	16.68
After three (3) years	17.88
After four (4) years	18.59
Lieutenant	$22.90

Add 4.50% to existing scale

ARTICLE XXXII COMPENSATION – Cd's

32.01 Effective October 1, 2005, employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Corrections Officer	
Start	12.34
After one (1) year	12.93
After two(2) years	13.52
After three (3) years	14.52
After four (4) years	15.11

Identical to Deputies' scale

32.02 Effective October 1, 2006, and thereafter employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Corrections Officer	
Start	12.71
After one (1) year	13.32
After two (2) years	13.93
After three (3) years	14.96
After four (4) years	15.56

Identical to Deputies' Scale

32.03 Effective October 1, 2007, and thereafter employees shall be compensated as follows:

Length of Service in Grade	Hourly Rate
Corrections Officer	
Start	13.09
After one (1) year	13.72
After two (2) years	14.35
After three (3) years	15.41
After four (4) years	16.03

Identical to Deputies' scale

ARTICLE XXXII COMPENSATION – A.W.'s

32.01 Effective October 1, 200~~4~~5, employees shall be compensated as follows:

Assistant Warden ~~[illegible] Hourly Rate~~ Same as Sergeant

32.02 Effective October 1, 200~~5~~6, and thereafter employees shall be compensated as follows:

Assistant Warden ~~17.58 Hourly Rate~~ Same as Sergeant

32.03 Effective October 1, 200~~6~~7, and thereafter employees shall be compensated as follows:

Assistant Warden ~~18.11 Hourly Rate~~ Same as Sergeant

Exhibit 1

POSITION	RANGE OF PAY	STARTING WAGE
RECEPTIONIST/CLERK	RANGE 3	$ 8.5000 New Hire 70%
CLERK	RANGE 4	$13.5643
COOK (2)	RANGE 3	$12.1451
**KITCHEN SUPERVISOR	RANGE 5	$ 14.70

UNION PROPOSAL IS AT A FREEZE FROM OCTOBER 1, 2005 UNTIL SEPTEMBER 30, 2006. SHE SHOULD RECEIVE BRIDGE OF $500.00. OCTOBER 1, 2006 SHE WILL THEN RECEIVE RATE OF PAY PER LEVEL. (if no percentage raise is not awarded she is to get $500.00.)

CUSTODIAN I	RANGE 3	$ 12.1451
CUSTODIAN II	RANGE 4	$ 13.5643
CIVIL PROCESS	RANGE 5	$ 14.4033
RECORDS CLERK	RANGE 4	$ 13.5643
CIVIL COORDINATOR	RANGE 6	$ 17.6778
ACCTS PAY/COMMISSARY	RANGE 6	$ 17.6778
ID/WARRANTS/CCW	RANGE 6	$ 17.6778
ID/WARRANTS/CCW	RANGE 5	$ 16.5855
CIVIL CLERK	RANGE 5	$ 14.4033

MANAGEMENT PROPOSAL: EFFECTIVE DATE, JUNE 1, 2006

UNION PROPOSAL: SALARY INCREASES TO START AS OF AWARDED CONTRACT START DATE., i.e. October 1, 2005;

-Increase by same percentage amount awarded Deputies (2006), effective October 1 2006;

-Increase by same percentage amount awarded Deputies (2007), effective October 1, 2007.

U-8