STATE EMPLOYMENT
RELATIONS BOARD
FEB 2 8 50 AM '98

BEFORE THE STATE EMPLOYMENT RELATIONS BOARD

In the Matter of:

CLARK COUNTY SHERIFF'S DEPARTMENT

and S.E.R.B. Case No. 97-MED-09-0888

FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

Appearances:

For the F.O.P.: Phil Hatch
Staff Representative

For the County: Jonathan J. Downes, Esq.
Downes & Hurst
Columbus, Ohio

REPORT AND RECOMMENDATIONS OF THE FACT FINDER

Frank A. Keenan
Fact Finder

Background:

This case, well presented by the parties' advocates, was heard in Springfield, Ohio on December 22, 1997. The parties are at impasse over Wages at Article 35 and Attachment A.

In reaching the Recommendation made here the Fact Finder has taken into consideration the criteria listed in Rule 4117-9-05 (J) of the State Employment Relations Board. References to the "current Contract" are more accurately references to the most recently expired Contract, too cumbersome a phrase for repetition.

I. The Parties' Proposals; Supportive Evidence; and Contentions:

Currently the parties' Contract provides for compensation in the form of Wages at Article 35 and Attachment A. Attachment A reflects a six (6) step wage scale, each step representing "a completed year of service." The F.O.P. proposes as part of its compensation proposal an across-the-board increase of the wage scale of 3.5% effective on January 1, 1998, and every six months thereafter during the term of the Contract. The F.O.P. also seeks a Longevity Pay Plan to become effective in the first year of the Contract, whereby a bargaining unit member with six or more years of service shall receive for each of his years of employment the sum of $75.00, to be paid to the employee in his first pay period in December, 1998 and each December of each year of the Contract thereafter (for example: an employee who has completed his sixth year of employment in County Service in the

year 1998 would receive longevity pay totaling $450.00 on the first pay period in December 1998). The F.O.P. would additionally have the County pick up 55% of the employee's P.E.R.S. contribution, which is 9%, in the first year of the Contract, and all of the employee P.E.R.S. contribution in the second and third years of the Contract.

In support of its proposals the F.O.P. relates the history of the bargaining unit's historic wage increases since certification of the bargaining unit in 1984. Thus the F.O.P. notes that in 1984 the bargaining unit received a 9% increase; from 1985 through 1987, the bargaining unit received a 21% increase in the first year, an 18% increase in the second year, and a 16% increase in the third year; an increase from 1988 through 1991 of 4% each year of the Contract; for 1992, a 5.5% increase obtained; in 1993, a 4.5% increase; in 1994, a 4% increase; and for the most recently expired Contract, covering 1995 through 1997, the bargaining unit received a 4.2% increase each year of the Contract. These increases represent an average across-the-board increase per annum of 7.47% asserts the F.O.P.

The F.O.P. additionally contends that its proposals find support in the fact that County and Departmental Managers have received average increases well exceeding that of the bargaining unit. Thus the F.O.P. notes that the County Administrator has experienced a 183.36% increase in the period from 1987 to 1997; the Assistant County Administrator has received a 187.68% increase in the same period; and the Department's Chief Deputy

has received wage increases totaling 166% in the same period. These increases contrast with the bargaining unit's increases of 149.7% over the same period, some 33.66% less than that granted to the County Administrator and 16.3% less than that granted to the Department's Chief Deputy.

Comparing Clark County to Greene, Montgomery, Butler, Licking, and Shelby, the F.O.P. notes that the average per capita dollars spent from said County's budgets for the Sheriff's Department is $161.00. Thus Clark County's per capita expenditure for the Sheriff's budget is some $71.80 below the average of comparable counties. Additionally, the F.O.P. comparing these same counties (less Montgomery and Shelby) and adding: Allen, Clermont, Erie, Geauga, Lake, Darke, Richland, Medina, Miami, Portage, Trumbull, Warren, and Wood, comes up with an average of $459.00 of revenue per capita in the counties. The F.O.P. points out that notwithstanding lower than average Departmental per capita expenditures, the County exceeds by some $53.00 the average revenue per capita of the above named counties. Similarly, the County exceeds by $11.00 the average property and sales tax revenue per capita of certain purportedly comparable counties. I note that the counties relied on vary greatly in population.

Then too, asserts the F.O.P., relying on FBI crime statistics, the average number of crimes per officer in Clark County exceeds the average of 10.5 per officer for other "comparable" jurisdictions, to wit: Clermont, Erie, Franklin,

Geauga, Greene, Lake, Licking, Darke, Lorain, Medina, Miami, Montgomery, Muskingham, Shelby, Stark, and Trumbull by some 13.6 crimes per Clark County offices.

The F.O.P. also points to the geographically adjacent Greene County Sheriff's Department, which received a 3% wage increase in December 1996, and every six months thereafter through December 1999.

Further with respect to crime statistics, the F.O.P. compares Clark County to certain of the counties noted above in discussing FBI crime statistics, and notes that while there was an average decrease in crime rates of 14% for said counties, Clark County experienced a 20% increase in crime in the period from 1987 to 1994. It especially notes the decrease in crime rates of 21% in Greene County. Still further with respect to crime statistics, the F.O.P. points out that whereas the average hourly labor cost per crime is $2.47 in certain purportedly comparable counties, it is only $.72 in Clark County.

The F.O.P. also notes that in the '90s (except 1992), historically, the County's actual revenues exceeded its budget estimate of revenues; for example by 10% in 1994 and by 15% in 1995.

Relying on U.S. Department of Labor statistics for 1994 and 1995, the F.O.P. points out that of Ohio metropolitan areas the Dayton-Springfield area at 3.6% had the 3rd highest average annual wage increase in a field of twelve (12) Ohio metropolitan areas.

The F.O.P. also points to Clark County's unemployment rate of 3.7%, below the State's unadjusted rate of 4%, as indicative of healthy County economics.

The F.O.P. additionally introduced the chart of "comparables" vis-a-vis wages and longevity pay, attached hereto as Appendix "A".

The F.O.P. asserts that if one just looked at wages, then concededly the bargaining unit's wages are average; but one must also look to comparable jurisdictions' longevity pay; vacation accrual; health care; and other benefits.

The F.O.P. also points to data concerning Clermont, Greene, Licking, and Medina counties, with similar populations to Clark County, noting that the differentials between Deputies and supervisor Sergeants is 10% to 11%, whereas in Clark it is 15%, as a factor supportive of its compensation demands.

The F.O.P. asserts that the C.P.I. data it has introduced demonstrates that the bargaining unit has received less than 1% increases in real wages since 1987; management has received better increases in real wages. Thus from '83 to '87, an average of 7.74% increase was required for same.

According to the F.O.P. its P.E.R.S. proposal would cost the County approximately $244,765.00 each year of the Contract; its longevity proposal would cost: 1st year = 913 years, costing $68,475; 2nd year = 973 years, costing $72,975; and 3rd year = 1033 years, costing $77,475; the across-the-board increase sought would cost: 1st year (a 5.31% increase) could cost $148,319; 2nd

year (a 7.12% increase) costing $209,463; 3rd year (a 7.12% increase) costing $224,302. The F.O.P. also asserts that citizens have submitted petitions to the Commissioners calling for an increase in the sales tax dedicated to the Sheriff's Department.

The County produced fiscal data in the form of a number of charts pertaining to the County's General Fund from 1995 through 1997, as well as projections for 1998, 1999, and 2000, as explained by County Administrator Darrell Howard. One chart shows a 2.21% increase in General Fund Receipts in 1998 over 1997. However, preliminary County-wide department budgets would create a 2.2 million dollar deficit. Accordingly, these preliminary budgets must be pared back in order to meet the County's mandate for the presentation of a balanced budget.

Another chart reflects a general fund revenue forecast prepared by the County Auditor for 1998 through 2000, within a "low" and "high" range. The "low" estimates are a 2.1% increase in 1998 (as noted above); a 2.1% increase in 1999; and a 2.2% increase in 2000. The "high" estimates are a 4.2% increase in 1998; a 2.1% increase in 1999; and a 2.2% increase in 2000. This chart also points out that in 1998 there is an additional pay period over and above the normal 26 pays, which, county-wide, will cost the County an additional $410,000 in 1998. These projections find support in a chart of actual County revenue receipts through November 30, 1997, which indicates that as of that date the County will have received 96% of their "estimated"

1997 revenues. This statistic makes it likely that the County will receive 104% of its estimated revenues by year's end.

The 1997 Financial and Encumbrance Report through 12-19-97 reflects that county-wide the County is spending some $470,000 more than it is taking in, an amount that must be covered by payments from last year's carryover balance.

General Fund Appropriation Summary charts reflect that the Sheriff's Department is receiving increasing percentage shares of the General Fund, an increasing piece of the pie as it were. Thus in 1995 the Sheriff received 25.87% of the total of the General Fund, 27.71% in 1996; and 28.14% in 1997. Additionally, from 1995 to 1997, taking all dedicated/limited funds available to the Sheriff's Department, such as the Jail Commissary Trust Fund, along with General Fund appropriations for the Department, over these two years there was an 18.87% increase in funding; considering just the General Fund, a 23.2% increase. Still further on this point, the County asserts that the Sheriff's Department will become still costlier when it hires four (4) new deputies for Court House duties, and two (2) new deputies as process servers, as planned.

The County also points out that vehicle lease costs for the Sheriff's Department in 1995, 1996, and 1997, amounted to $105,978 each year. These leases are paid from the Commissioner's Capital Equipment Account, which comes primarily from the General Fund. The County also points out that the utility and maintenance costs for the Public Safety Building,

which houses the Sheriff's Department's facilities, and offices, and the jail are: $476,428 in 1995; $473,541 in 1996; and $326,360 to date [12-22-97] in 1997. These expenses are paid from the General Fund. Other Departmental equipment expenses since 1995 for such items as the purchase of clothes dryers have amounted to $187,907. All of the foregoing matters point to the need for restraint in these current negotiations.

The County proposes an across-the-board increase of 4% in the first year of the Contract; 3.5% in the second year; and 3% in the third year. This proposal is eminently defensible, asserts the County, in light of the "comparable" data of record. In this regard the County relies primarily on its own "comparable" data as reflected in Appendix "B". The County highlights the fact that with a 4.2% increase for each year of the last Contract, the County has been paying "above" the average increases both statewide and regionally. The County asserts that its wage proposal will maintain the superior compensation position the bargaining unit enjoys vis-a-vis comparable jurisdictions' Sheriff's Departments. In the County's view, while it's comparable data gives an "overview" the more persuasive comparables are Butler, Licking, Miami, and Pickaway. Counties with large cities and metropolitan areas such as Hamilton, Franklin, Montgomery and Cuyahoga are not very comparable, and likewise, neither are the abutting counties such as Greene, Geauga, Lorain, which must compete with these counties for its workforce, asserts the Department. No such competition

exists here asserts the County. In support of this contention, the County points out that in the last two years, for example, no Department employee has left the Department for another law enforcement position in the nearby area. Recruitment and retention are not a problem for the Department.

Additionally, the County asserts that internal comparables also support its wage proposal. Thus it points to its recently executed collective bargaining agreement with AFSCME and the County's water and waste water utilities department. This contract was settled on the basis of the same across-the-board figures, but on a weighted average basis, with the consequence that the Utilities Department true rate of wage increase will be somewhat less than what the bargaining unit here will realize if the County's wage proposal is recommended and adopted. As for the F.O.P.'s effort to compare the bargaining unit's history of recent wage increases to those increases granted to County Management personnel, the County principally responds that such is unjustified since the positions are <u>not</u> comparable. It also points out that County Administration accounts for but 2% of the County's budget, whereas the bargaining unit accounts for a great deal more of the County's budget.

With respect to the Longevity Pay and PERS Pick-Up, the County argues that such are improper "tag alongs"; the parties having reached an understanding that only "wages" remained on the table and at impasse. In any event, neither is proper or warranted here, argues the County. Thus the County introduced

the recent Fact Finding Report In The Matter of the Clark County Commissioners and AFSCME Ohio Council 8, Local 1780, SERB Case No. 97-MED-03-0331, Decided 6/16/97, dealing with the County Utilities Department, wherein the Fact Finder therein observed:

> "The PERS buy out provision expired with this agreement and the employer wants it deleted. Insofar as this applied to a specific time period and is very costly to the employer, my recommendation is to delete it. Large expenditures such as this can reduce funds available for wages and benefits for the present employees."

Additionally, neither external nor internal comparable data support it, argues the County.

With respect to longevity pay, the County asserts that the comparables do not support it. Concerning both PERS Pick-Up and Longevity Pay the County has submitted the comparable data reflected in Appendix "C".

Other arguments the County makes include the contention that the F.O.P. crime statistic data and the conclusions therefrom that it urges are in effect proscribed "manpower" issues, not within the jurisdiction of the Fact Finder to make a recommendation on. The County would also point out that its historic raises have exceeded the rates of revenue growth and the CPI.

By way of rebuttal to some of the County's contentions, the F.O.P. asserts that its crime statistic contentions simply support the level of work performed by the bargaining unit, which level of work justifies the compensation increase it seeks, and that such contentions are not impermissible "manpower" demands.

The F.O.P. additionally contends that PERS Pick-Up and Longevity Pay are legitimate components of wages or compensation and hence properly before the Fact Finder.

The F.O.P. asserts that it represents and negotiates for the bargaining unit and not for other County employees, with the consequence that internal rank-and-file County employee comparisons are not comparable. In any event, argues the F.O.P., utility employees don't get shot at; the higher degree of risk and danger borne by the bargaining unit merits greater compensation than that paid to the Utility Department's employees. The F.O.P. also notes that "geographically" the County's capital city's (Springfield) police force obtained in conciliation a wage settlement of 4.2%; 4.2%; and 4%.

Finally, it is noted that a 1% across-the-board increase is in the cost range of $38,000 to $40,000 for the County.

Rationale:

First addressed is the County's contention that issues with respect to Longevity Pay and PERS Pick-up are not properly before the Fact Finder. It will be recalled that the County asserts that the parties had an understanding that "wages" alone remained at impasse, and that the F.O.P. asserts that "wages" embrace the concepts of Longevity Pay and PERS Pick-up. In my view the County is in effect claiming that the F.O.P. breached a representation made at the bargaining table as to what remained to be bargained. The undersigned does not see himself as with authority to resolve the point. Rather the matter appears to be

an allegation of an unfair labor practice, which can only be addressed by the Agency pursuant to the filing of a charge. In this forum, suffice it to say that conceptually there is room to view wages as embracing other forms or components in addition to salary, namely, PERS Pick-up and Longevity Pay. Albeit typically both of these latter components are viewed in Fact Finding as separate and distinct issues in Fact Finding, the fact remains that they are elements or components of pecuniary compensation, which latter is the true issue at impasse. Accordingly, I find that the F.O.P.'s Longevity Pay and PERS Pick-up proposals are properly considered here.

Taking up the F.O.P.'s PERS Pick-up proposal, its own costing figures establish that it is a very expensive proposition for the County. The Fact Finder in S.E.R.B. Case No. 97-MED-03-0331, addressing the compensation impasse at the County's Water Utilities Department with AFSCME, expressly recognized the expensive nature of the PERS Pick-up benefit. More significantly, in that case the Fact Finder recommended that the PERS Pick-up feature of those parties' prior Contract, which apparently had a sunset feature, not be revived. The parties' subsequent Contract fails to contain a PERS Pick-up feature. It makes little sense in the face of a dropped PERS Pick-up feature in one County collective bargaining relationship, for the undersigned to come along and recommend its adoption in another County collective bargaining relationship.

Most significantly, the F.O.P. points to no "comparable" data which would support its PERS Pick-up proposal; to the contrary the County submitted data on some arguably comparable jurisdictions, in particular Butler, Licking, Miami, Pickaway, and Greene counties, wherein none furnish a PERS Pick-up benefit.

Finally, in light of the F.O.P.'s high salary demand, and additional longevity pay demands, it cannot be found that the F.O.P. is offering a quid pro quo for its PERS Pick-up proposal, which is innovative for this bargaining unit. In all these circumstances I find no basis in the record for recommending the F.O.P.'s PERS Pick-up feature.

Next addressed is the F.O.P.'s Longevity Pay proposal. Here the F.O.P. has presented some "comparables," some fourteen jurisdictions. Included among the jurisdictions it has selected are the larger metropolitan counties of Franklin, Hamilton, and Montgomery. As the County urges, because of their size and funding base, these counties are not particularly persuasive of the appropriateness of longevity pay for this bargaining unit. And there are other difficulties with the F.O.P.'s comparables. Thus these comparables are not the very same jurisdictions the F.O.P. uses in other contexts, such as its crime statistics data, which undermines their persuasiveness. And there are wide variances in both the geography and the demographics of the jurisdictions relied upon. The County has submitted no comparable data specifically addressing Longevity Pay, doubtless attributable to its understanding that such would not be in

issue. The equity in favor of the County which this circumstance creates must also be taken into account. In any event, while such "comparable" data as the County has presented concerning salary is more in the nature of a Statewide overview, in that context the County, I believe correctly, identified and contended at the hearing that the counties of Butler, Licking, Miami, Pickaway, and Wayne were truly comparable. Demographics and/or geographical nearness support this contention. I would also add in Montgomery and Greene, due to their geographic proximity; indeed, both abut Clark County. Of these seven (7) jurisdictions, the F.O.P. data shows that three (3)--Montgomery, Licking, and Greene--provide for Longevity Pay. Greene's top deputy salary won't match Clark County's top deputy salary until 1999, and Licking County's top deputy salary is some $6000+ less than Clark County's top deputy salary. These jurisdictions clearly need longevity pay to be competitive with Clark County's "salary" standing alone. As for Montgomery County, while the top deputy salary is higher, and longevity pay obtains, as the County contends, its demographics and funding base is much greater and hence differs greatly from Clark County, a circumstance which clearly weakens the comparability of Montgomery County. Then too no one else in the County, nor this bargaining unit previously, has ever been granted longevity pay. In these circumstances, pursuant to the statutory factors, the record fails to support a recommendation of longevity pay at this time.

The case thus comes down to the appropriate level of the across-the-board salary increase. As I understand it, the County makes no claim of an inability to pay, and what with a conservative estimate of increases of 2% plus per annum in revenues, it is not in a position to do so. Nonetheless, it legitimately points out that the Sheriff's Department, in large measure composed of the bargaining unit, continues to take increasing percentages of the County's revenues vis-a-vis other County agencies. It also points out that in addition to the payroll costs, the Sheriff's Department, unlike other County Departments, has substantial ancillary costs, such as the maintenance of the jail and the patrol car fleet, which expenses are directly related to the duties of the bargaining unit. And it points out that its revenue growth is not dramatic. Also to be acknowledged is the tame inflation rates of the recent past and the projections that such shall prevail at least in the near future. Then too, each year the cost of running the Sheriff's Department has taken increasing percentages of the General Fund. All of these circumstances make the case for some restraint in this round of bargaining.

Taking into account the statutory factors which must be considered, the factor of past collective bargaining agreements is the most significant factor tending to support the F.O.P.'s salary proposal. But even under that criteria, their proposal in the 7's is excessive. Settlements in the nineties have tended to be in the 3's, with somewhat higher settlements frequently for

safety forces, as the F.O.P. contends. Thus if one excises the aberrant double digit salary increases of the mid-eighties, it's clear that the historic rates of increase here have been in the 4's. Another statutory factor favoring the F.O.P. is the higher crime rates the bargaining unit must contend with, compared with the crime rates in arguably comparable jurisdictions. In this regard I disagree with the County's contention that the F.O.P.'s crime statistics data raises impermissible manpower issues, and I concur with the F.O.P.'s contention to the effect that they simply serve to illustrate the "workload" of the bargaining unit and thereby furnish some justification for an increase in compensation.

Both parties rely on purported "internal comparables." Thus the F.O.P. would justify its proposals in what effectively are the 7's on the grounds that County Administrators have done as well or better in the recent past. This contention overlooks the fact that different considerations go into retention and/or recruitment of quality administrators. The labor market differs from that of the bargaining unit. In essence there is no comparability. Nor do I find the disparity in the rates of increase so great as to simply raise an issue of fairness or equity.

The County would justify its salary proposal on the grounds that it is comparable (slightly better than) the recent settlement with the County's Utility Department. The F.O.P. correctly points out, however, that the duties and the risks of

the bargaining unit employees differ markedly. As to risk, the F.O.P. correctly points out that it is improbable that a Utility Department employee will be shot or injured in the course of performing his duties; not so with respect to bargaining unit employees. So obvious is the point that it need not be belabored. And clearly some very different skills, training, and physical fitness requirements are involved. In sum, greater skills and more varied skills and greater physical fitness are self-evidently required. These are the kind of factors, however, which typically justify differentiations in compensation. The statute requires that such typical and traditional distinctions be taken into account. Still further on this point, and bolstering it, is the typical circumstance whereby the employing entity's safety force is the salary leader.

As noted above the "comparable" evidence of both parties on salary is more in the nature of an overview, and lacking somewhat in precision. Nonetheless I find, as noted above, that Butler, Licking, Miami, Pickaway, Wayne and Greene are more comparable than other jurisdictions relied on by one or another of the parties. Among these jurisdictions the range of increases over a time frame between 1995 and 1999 is a low of 3% in Pickaway and a high of 6+% in Greene.

In my judgment, considering all of the evidence, and the conclusions reached with respect thereto as noted above, and in light of the statutory factors, the record supports a modest dropping back from the 4.2% rate of the recent past. This would

recognize the need for some restraint and the now longstanding tame inflation rate, projected to continue. The recommendation which follows is within the range of the more persuasive comparables, and past collectively bargained agreements, and does not represent an unrealistic pulling away from internal comparables.

Recommendation:

It is recommended that the parties' Contract provide for an across-the-board increase in wages of 4%, effective January 1, 1998; 4% effective January 1, 1999; and 3.5% effective January 1, 2000.

Dated: January 29, 1998

Frank A. Keenan
Fact Finder

APPENDIX A

FACTFINDING BETWEEN THE CLARK COUNTY SHERIFF'S OFFICE AND THE FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.

DECEMBER 22 1997

COUNTY	EFF.DATE	#OF STEPS	ENTRY	TOP	LONGEVITY
ALLEN	07/01/1997	4	27,539	30,971	15 YR 0.25 / HR
BUTLER	03/01/1997	8	26,998	36,005	00
CLARK	01/01/1997	6	28,288	36,400	00
CLERMONT	01/01/1997	5	25,462	36,071	00
ERIE	01/01/1996	4	29,120	33,883	20 YR 550.00 / AN
FRANKLIN	10/29/1995	4	25,646	42,890	5.0 YR 75.00 /YR
GEAUGA	01/01/1997	5	25,043	39,104	5 YR 100.00 /YR
GREENE	07/05/1997	4	27,061	36,150	3 YR 25.00 / YR
HAMILTON	06/24/1997	5	29,962	39,012	20 YR 2.00% / AN
LAKE	04/01/1996	6	34,278	39,270	26 YR 1100.00 / AN
LICKING	01/01/1997	5	24,172	29,469	21 YR 1000.00 / AN
LORAIN	07/10/1997	4	29,328	34,986	3 YR 86.00 / YR
MEDINA	01/01/1997	5	28,994	34,589	20 YR 1050.00 / AN
MONTGOMERY	01/01/1997	7	33,925	41,995	20 YR 500.00 / AN
AVERAGE		**5.1**	**28,272**	**36,485**	
CLARK		**6**	**28,288**	**36,400**	

APPENDIX "3"

Annual Deputy Wage Increase Comparisons
For Clark County
December 22, 1997

County		Effective Date	Top Level Salary	Increase
Clark		**1/1/95**		**4.20%**
		1/1/96		**4.20%**
		1/1/97	**$36,400**	**4.20%**
Allen		7/1/95		2.00%
		7/1/96		3.00%
		7/1/97	$30,971	3.00%
Butler		3/9/95		3.00%
		3/2/96		3.00%
		3/1/97	36,005	3.00%
Coshocton		1/1/95		$ .40/hr.
		1/1/96	24,066	$.30/hr.
Crawford		4/15/97		3.50%
		4/15/98		3.00%
		4/15/99	$27,061	3.00%
Darke		10/21/96		5.00%
		10/21/97	$27,602	5.00%
		10/21/98		5.00%
Defiance		3/1/96		4.00%
		3/1/97	$31,510	4.00%
		3/1/98		4.00%
Erie		1/1/94		5.00%
		1/1/95		4.00%
		1/1/96	$33,883	4.00%
Greene		1/4/97		3.00%
		7/5/97	$36,150	3.00%
		1/3/98		3.00%
		7/4/98		3.00%
		1/2/99		3.00%
		7/3/99		3.00%
Hancock		3/8/96		$ .42/hr.
		3/8/97	$27,706	$.42/hr.
		3/8/98		$ .42/hr.
Highland		1/1/97	$22,048	$ .50/hr.
		1/1/98		$ .50/hr.
		1/1/99		$ .50/hr.
Licking		1/1/95		4.00%
		1/1/96		4.00%
		1/1/97	$29,469	3.00%
Marion		1/1/97	$35,752	3.00%
		1/1/98		3.00%
		1/1/99		4.00%
Miami		1/1/95		5.00%
		1/1/96		4.50%
		1/1/97	$33,550	4.50%

APPENDIX "3"

Annual Deputy Wage Increase Comparisons
For Clark County
December 22, 1997

County		Effective Date		Increase
Montgomery		1/1/95		2.50%
		1/1/96		2.50%
		1/1/97	$41,995	2.50%
Pickaway		9/1/97	$31,741	3.00%
		9/1/98		3.00%
		9/1/99		3.00%
Preble		6/27/96		4.00%
		6/27/97	$28,787	3.00%
		6/27/98		3.00%
Richland		9/2/96		0.00%
		9/2/97	$31,000	0.00%
		9/2/98		0.00%
Ross		1/1/96		3.50%
		1/1/97	$27,019	3.00%
		1/1/98		3.00%
Shelby		1/1/96		2.00%
		1/1/97	$34,486	2.00%
Van Wert		2/6/97	$28,248	2.75%*
		2/6/98		3.00%*
Washington		2/1/96		2.00%
		2/1/97	$32,136	3.00%
		2/1/98		2.00%
Wayne		9/1/96		3.50%
		9/1/97	$30,576	3.50%
		9/1/98		3.50%

* Top-level deputies are the only ones who receive this increase.

** Date for chart from State Employment Relations Board (SERB) Clearinghouse Report.

APPENDIX "B"

Annual Corrections Officer Wage Increase Comparisons
For Clark County
December 22, 1997

County		Effective Date	Top Level Salary	Increase
Clark		**1/1/95**		**4.20%**
		1/1/96		**4.20%**
		1/1/97	**$36,400**	**4.20%**
Allen		7/1/95		2.00%
		7/1/96		3.00%
		7/1/97	$25,854	3.00%
Butler		3/9/95		3.00%
		3/2/96		3.00%
		3/1/97	$28,642	3.00%
Coshocton		1/1/95		$ .40/hr.
		1/1/96	$21,986	$.30/hr.
Darke		10/21/96		5.00%
		10/21/97	$24,149	5.00%
		10/21/98		5.00%
Defiance		3/1/96		4.00%
		3/1/97	$31,510	4.00%
		3/1/98		4.00%
Erie		1/1/97	$32,968	2.50%
		1/1/98		$ .40/hr.
		1/1/99		$ .40/hr.
Greene		1/4/97		3.00%
		7/5/97	$36,150	3.00%
		1/3/98		3.00%
		7/4/98		3.00%
		1/2/99		3.00%
		7/3/99		3.00%
Hancock		3/8/96		$ .38/hr.
		3/8/97	$22,568	$.42/hr.
		3/8/98		$ .42/hr.
Highland		1/1/97	$18,949	$ .50/hr.
		1/1/98		$ .50/hr.
		1/1/99		$ .50/hr.
Marion		1/1/94		2.00%
		1/1/95		0.00%*
		1/1/96	$30,846	0.00%*
Miami		1/1/95		4.00%
		1/1/96		4.00%
		1/1/97	$23,608	3.00%
Montgomery		1/1/95		2.50%
		1/1/96		2.50%
		1/1/97	$26,998	2.50%
Pickaway		9/1/97	$21,840	3.00%
		9/1/98		3.00%
		9/1/99		3.00%

APPENDIX "B"

Annual Corrections Officer Wage Increase Comparisons
For Clark County
December 22, 1997

County		Effective Date		Increase
Preble		6/27/96		4.00%
		6/27/97	$23,088	3.00%
		6/27/98		3.00%
Richland		10/1/96		4.00%
		10/1/97	$25,000	4.00%
		10/1/98		3.00%
Ross		1/1/96		3.50%
		1/1/97	$27,019	3.00%
		1/1/98		3.00%
Shelby		1/1/96		2.00%
		1/1/97	$23,795	2.00%
Washington		2/1/96		2.00%
		2/1/97	$26,395	3.00%
		2/1/98		2.00%

* Top-level corrections officers receive a 3.50% increase 1 year after reaching tor rate.

** Date for chart from State Employment Relations Board (SERB) Clearinghouse Report.

APPENDIX "C"

Annual Deputy Wage Rate And Benefit Comparisons For Clark County
December 22, 1997

County	Eff.date	# of Steps	Entry Level Salary	Top Level Salary	PERS Pick-Up	Uniform Allow.	Corrections Officers
Clark	1/1/97	6	$28,288	$36,400	No	$675	No
Allen	7/1/97	4	$27,539	$30,971	No	$500	Yes
Butler	3/1/97	8	$26,998	$36,005	No	None	Yes
Coshocton	1/1/96	4	$22,506	$24,066	No	$525	Yes
Crawford	4/15/97	8	$22,381	$27,061	No	Provided	No
Darke	10/21/97	5	$20,779	$27,602	No	$275	Yes
Defiance	3/1/97	0	$25,000	$31,510	No	Provided	Yes
Erie	1/1/96	4	$29,120	$33,883	No	Provided	Yes
Greene	7/5/97	4	$27,061	$36,150	No	Provided	Yes
Hancock	3/8/97	3	$25,085	$27,708	No	Provided	Yes
Highland	1/1/97	2	$20,758	$22,048	No	$330	Yes
Licking	1/1/97	5	$24,172	$29,469	No	$450	No
Marion	1/1/96	4	$24,960	$30,846	No	Provided	Yes
Miami	1/1/97	6	$26,541	$33,550	No	Provided	Yes
Pickaway	9/1/97	5	$26,520	$31,741	No	$450	Yes
Preble	6/27/97	7	$22,214	$28,787	No	Provided	Yes
Richland	9/2/97	7	$20,000	$31,000	No	Provided	Yes
Ross	1/1/97	9	$17,742	$27,019	No	Provided	Yes
Shelby	1/1/97	6	$22,630	$34,486	No	Provided	Yes
Van Wert	2/6/97	6	$19,011	$28,248	No	Provided and $150	No
Washington	2/1/97	5	$23,150	$32,136	No	Provided	Yes
Wayne	9/1/97	7	$23,296	$30,576	No	Provided	No
Average		5	$23,898	$30,512			

* Data for chart from State Employment Relations Board (SERB) Clearinghouse Report.