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STATE EMPLOYMENT RELATIONS BOARD
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STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

In the Matter of Fact-Finding	:	
Between	:	SERB Case Nos.: 98-MED-10-0923 98-MED-10-0924
THE MEIGS COUNTY SHERIFF,	:	
Employer	:	Fact-finding Hearing: January 25, 1999
and	:	
THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION,	:	Howard D. Silver Fact-Finder
Union	:	

REPORT AND RECOMMENDATIONS OF FACT-FINDER

APPEARANCES

For: The Meigs County Sheriff

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For: The Ohio Patrolmen's Benevolent Association

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This matter came on for mediation on December 30, 1998. All outstanding issues separating the parties were bargained to a tentative agreement. Following the mediation of December 30, 1998, the Union withdrew its tentative agreement and a day of fact-finding was convened on January 25, 1999. At the fact-finding proceeding both parties were afforded a full and fair opportunity to present evidence and arguments in support of their positions. The record in this matter was closed at 1:15 p.m., January 25, 1999, at the conclusion of the fact-finding hearing.

BACKGROUND

The parties to this proceeding, the Meigs County Sheriff, the Employer, and the Ohio Patrolmen's Benevolent Association, the Union, were parties to a collective bargaining agreement in effect through December 31, 1998. The bargaining units which are the subjects of this fact-finding are a bargaining unit comprised of a lieutenant, and another bargaining unit comprised of twelve Meigs County Deputy Sheriffs.

At the fact-finding hearing, the Meigs County Treasurer, Howard Frank, presented a detailed description of the financial circumstances of Meigs County, and the Meigs County Sheriff's Office. County Treasurer Frank presented the Meigs County Summary of Cash Balances, Receipts and Expenditures for fiscal years ending December 31, 1996 and December 31, 1997. County Treasurer Frank identified a newspaper article dated January 7, 1999 from a

newspaper of general circulation in Meigs County, reporting that the Meigs County Sheriff's portion of the Meigs County 4.5 million dollar budget for fiscal year 1999 is $611,569.39. County Treasurer Frank noted that $120,000 of this figure is encumbered to pay for incarcerating Meigs County prisoners.

County Treasurer Frank identified Exhibit 2 as a fund report of Meigs County dated December, 1998 showing an unencumbered carry-over balance to fiscal year 1999 of $209,556.84. This carry-over is also reflected on Exhibit 3, Meigs County's Amended Official Certificate of Estimated Resources dated January 4, 1999.

County Treasurer Frank noted that Exhibit 4, a Meigs County Amended Official Certificate of Estimated Resources dated January 4, 1999, the second amended certificate, reflects a $102,000 interest carry-over for the Meigs County Sheriff's Office for outstanding debts, and an additional $20,000 in debt carry-over from the Meigs County Title Office.

County Treasurer Frank referred to Exhibit 5 which presents Meigs County 1998 real estate valuations in a variety of categories, including agricultural, residential, industrial, commercial, and personal. This report reflects an increase in valuation from 1997 to 1998 of $29,066,340, which, at a 95% tax collection rate, produces an effective increase in real estate valuation of $27,840,000. Meigs County earns taxes from real estate valuation at a rate of 4.3 mills ($4,300 per million of valuation) producing an increase of $119,712 in revenue to the benefit of Meigs County. This increased revenue resulting from real estate

valuation increases is offset by $100,000 in debt owed to Farmers' Bank for monies borrowed to pay for jail services on behalf of Meigs County in Nelsonville, Ohio. County Treasurer Frank stated that Meigs County Commissioners have set aside money for the purchase of vehicles for the Sheriff's Office, for interest on the Sheriff's Office debts, and for costs associated with the prosecutor's building in the amount of $19,000, for a total earmarked amount of $119,000.

County Treasurer Frank described Exhibit 6 as the 1993 budget for the Meigs County Sheriff's Office, showing salaries for employees in the amount of $240,000 in a total budget for the Meigs County Sheriff's Office of $415,188.49. County Treasurer Frank pointed to Exhibit 7 which shows $320,000 paid for salaries for Meigs County Sheriff employees in 1998, an $80,000 increase over the amount spent in 1993, an increase of 33% from 1993 through 1998.[1]

County Treasurer Frank stated that the general revenue funds available to Meigs County increase each year by $11,000.

County Treasurer Frank testified that Meigs County, at present, is a no growth area. County Treasurer Frank noted that, for all intents and purposes, the $209,556.84 cash carry-over for calendar year 1999 has already been spent. County Treasurer Frank believes that Meigs County has only a limited ability to fund

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[1]1993 salaries amounted to 58% of the total budget of the Meigs County Sheriff; 1998 salaries would amount to 53% of the total budget of the Meigs County Sheriff at a budget of $600,000.

increases in salaries and benefits for bargaining unit employees and urges caution in this regard.

The Union stresses the low level of salaries now paid to deputy sheriffs and the lieutenant in these bargaining units. Hourly rates of pay among members of the bargaining unit range from $7.00 per hour paid to the newest member of the bargaining unit, to $10.42, the hourly rate of pay for the top paid deputy sheriff in the bargaining unit. The lieutenant is paid $11.05 per hour, and the hourly rates of pay assigned to the deputy sheriffs do not correspond to seniority. The bargaining unit contains an employee who was hired on April 18, 1998, employed at $7.40 per hour, while an employee in a similar position was hired October 10, 1998, six months later, and paid $7.00 per hour.

The fact-finder and the Union were informed by the Employer's representative at the fact-finding that the Employer considers the recommendations of the fact-finder as a package, one which must be addressed as a whole, either accepted in its entirety or denied in its entirety. The Union claims the Employer has the means to fund reasonable increases in salaries and benefits, and urges that the fact-finder recommend language for the parties' predecessor agreement which would bring greater systemization to the wages of the employees in these bargaining units.

ISSUES

1. Article 24 - Insurance

The parties reached tentative agreement at the fact-finding on the language to be included within Article 24 - Insurance, an article within their predecessor agreement. The parties agreed that employees availing themselves of single health insurance coverage through the Meigs County Sheriff's Office will pay $20.00 per month toward the cost of the premiums for this coverage. The parties agreed that the Employer will pay 90% of the premium for family health insurance coverage among those employees of the bargaining units availing themselves of family health care coverage through the Meigs County Sheriff's Office. Family coverage will require an employee receiving such coverage to pay 10% of the monthly premium for this coverage.

RECOMMENDED LANGUAGE - Article 24 - Insurance

Section 24.1

The Employer shall continue to provide all employees in the bargaining unit with health insurance at the present or substantially equivalent benefit levels, both single and family coverage. Effective with the signing of this Agreement, employees shall pay twenty dollars ($20.00) per month toward the cost of single premiums; and the Employer shall pay ninety percent (90%) of the family health insurance premium and the employee shall, each month, pay ten percent (10%) of the monthly premium for this coverage.

2. New Article - Training

At the fact-finding the parties agreed to a new article in the parties' successor agreement involving training.

RECOMMENDED LANGUAGE - New Article - Training

Section 1.

The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to all employees the training he deems necessary for the performance of the employees' presently assigned duties.

3. Article 34 - Duration of Agreement

The Union proposes that the parties' successor agreement be effective retroactive to January 1, 1999. The Employer proposes that the parties' successor agreement take effect when it is signed by the parties. The Union also proposes that a notice period within the language of the parties' predecessor agreement, 120 days to 90 days, be reduced to 90 days to 60 days in the parties' successor agreement.

The fact-finder recommends that the effective date of the parties' successor agreement be retroactive to January 1, 1999, and that all increases in wages be retroactive to that date. The fact-finder acknowledges that this presents an increased cost to the Employer, but the fact-finder believes the continuity engendered by this retroactive effective date is fair, comports with the calendar

year fiscal operation of Meigs County, and renders moot any time needed after January 1, 1999 to reach agreement.

The fact-finder recommends the reduction in the notification time period expressed in section 34.1 of Article 34, as recommended by the Union, as it comports with state law.

RECOMMENDED LANGUAGE - Article 34 - Duration of Agreement

Section 34.1

Except as otherwise provided herein, this Agreement shall be effective, upon signing by both parties, retroactive to January 1, 1999, and shall remain in full force and effect until 12:00 midnight, December 31, 2001. Written notice of the intent to negotiate a successor Agreement shall be given no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 34.2

[Retain existing language.]

Section 34.3

[Retain existing language.]

4. Article 12 - Filling of Positions

The Union proposes a change in section 12.4 of Article 12, reducing from twelve months to six months the probationary period

for a newly hired employee. The Employer opposes this reduction in the probationary period. The fact-finder is not persuaded that the reduction of this probationary period is supported by the record. The fact-finder therefore recommends that the one year probationary period expressed within the parties' predecessor collective bargaining agreement, in section 12.4 of Article 12, be retained.

RECOMMENDED LANGUAGE - Article 12 - Filling of Positions

Article 12

[Retain existing language.]

5. Article 17 - Hours of Work

The Union proposes a change to the language of section 17.4 of Article 17 which authorizes bargaining unit members to schedule shifts and days off through a bid process, grounded in seniority, conducted once per year, as expressed in the language of section 17.4 of the parties' predecessor agreement. The Union would increase the bidding to three times per year. The new language proposed for section 17.4 by the Union would also de-emphasize operational demands as a factor in scheduling shifts.

The Union proposes new language in Article 17, to be denominated section 17.6, which would commence a normal scheduled work shift at the time a deputy sheriff or lieutenant radioed the Sheriff's Office dispatcher that the lieutenant or deputy sheriff was available to commence his shift, which is to occur at least ten minutes before the scheduled shift is to begin. The employee's

shift would commence immediately upon notification to the dispatcher that the employee is on duty.

The Employer had no strong reservations about increasing from one to two the bid opportunities to designate preferred shift and days off, to be determined on the basis of seniority, but believes three times per year to be too often and objects to the deletion of language in section 17.4 of the parties' predecessor agreement which recognizes operational demands as a factor in this scheduling.

The Employer objects strenuously to the language suggested by the Union for section 17.6, believing it unnecessary and an unsupported increased cost.

The fact-finder recommends changing the bid process during the calendar year from one to two times, and also recommends the retention of language referring to operational demands within this section.

The fact-finder does not recommend the Union's proposed language for section 17.6, a potential 2% per shift increase in wages which is supported neither by necessity nor past practice.

RECOMMENDED LANGUAGE - Article 17 - Hours of Work

Section 17.1

[Retain existing language]

Section 17.2

[Retain existing language]

Section 17.3

[Retain existing language]

Section 17.4

Scheduling of shifts and days off shall be determined considering operational demands and, as far as is practicable, in accordance with seniority. Senior employees shall, as far as is practicable, be entitled to preference. During April and November of each calendar year, each employee shall submit in writing to the Sheriff or designee, a shift preference, listing a first preference and one (1) alternate, and a days off preference, listing a first preference and one (1) alternate. Shift preference shall assume priority over days off preference if there is a conflict. Deputies' shifts and days off shall be scheduled as soon as practicable after receipt by the Sheriff of shift bids.

Section 17.5

[Retain existing language]

Section 17.6

[New] - Not recommended.

6. Article 18 - Overtime

The Union proposes a number of changes to the article on overtime. In section 18.1 the Union proposes that overtime status be reached at 82 hours rather than the present 85.5 hours per fourteen consecutive calendar day work period.

In section 18.2 the Union proposes that the paid status of employees be changed from hours actually worked to all hours in paid status, including vacation, sick leave, and personal leave.

In section 18.3 the Union proposes that the minimum of one hour pay for court time be increased to two hours pay for each required court appearance.

In section 18.6 the Union proposes changes on how offering voluntary overtime is to be offered, proposing a rotating basis starting with employees present and going off duty, followed by employees who are scheduled to work on the shift following the overtime shift. The Union proposes that when involuntary overtime must be imposed it be rotated among employees going off shift and employees coming on to the shift, with each working four hours of overtime. The Union proposes that language be included that no employee be required to work more than twelve hours in a twenty-four hour period except in cases of extreme emergency.

The Union proposes new language, denominated section 18.8, which offers employees the option of pay or compensatory time for overtime hours, which may not be accumulated in the form of compensatory time in excess of forty hours. Employees are to be paid for compensatory hours accumulated over forty hours. Compensatory time, under the Union's proposal, is to be approved three working days in advance, with not less than one hour of compensatory time taken on any one day, and all compensatory time accruing at one and one-half times the number of hours worked. The Union proposes that upon separation from employment, an employee be paid for all accrued compensatory time at the then applicable rate.

The Employer opposes the changes proposed by the Union for Article 18 on the basis that these changes would significantly increase costs to the Employer.

The fact-finder recommends a modest decrease in the overtime threshold presently used by the parties, 85.5 hours per fourteen consecutive calendar day work period. The Union presented evidence showing that this figure is high among comparable counties, though the fact-finder recommends a much more modest decrease than proposed by the Union. The fact-finder recommends that the overtime threshold be reduced by one hour, which would still require 84.5 hours of assigned and approved hours actually worked over the fourteen consecutive calendar work period. This requires, on average, 42.25 hours of assigned and approved actual work each seven day work week within the two-week work period. The fact-finder finds this reduction to be within the capacity of the Employer to afford and will bring these deputy sheriffs more in line with similarly situated positions in counties in the region.

The fact-finder does not recommend the Union's proposed changes for section 18.2, finding insufficient reason to premise overtime eligibility on hours not actually worked.

As to section 18.3, employees are paid for actual time spent in court but if that time is less than one hour they are compensated for the full hour. The fact-finder finds insufficient reason to double this minimum pay.

As to section 18.6, the fact-finder finds the existing language between the parties to be sufficient. The Union's proposed

system of rotating overtime assignments is fair and reasonable but would increase the administrative requirements necessary to operating such a system. The fact-finder declines to impose this added administrative burden upon the Employer, though the Employer is free to choose to follow the system proposed by the Union. The fact-finder declines to recommend the remaining language in section 18.6 proposed by the Union.

The fact-finder does not recommend section 18.8, the new language proposed by the Union as it is viewed as a significant additional expense to the Employer in an area which is otherwise regulated by the Fair Labor Standards Act. The fact-finder declines to impose the more expensive system of compensating overtime work for bargaining unit employees proposed by the Union.

RECOMMENDED LANGUAGE - Article 18 - Overtime

Section 18.1

Bargaining unit employees shall receive overtime pay for all hours worked in an overtime status, subject to the provisions of this Article. Overtime status shall be defined as assigned and approved hours actually worked in excess of eighty-four and one-half (84.5) hours per fourteen (14) consecutive calendar day work period.

Section 18.2

[Retain existing language]

Section 18.3

[Retain existing language]

Section 18.4

[Retain existing language]

Section 18.5

[Retain existing language]

Section 18.6

[Retain existing language]

Section 18.7

[Retain existing language]

Section 18.8

[New] - not recommended

6. Article 22 - Vacations

The Union proposes a change in section 22.5 of the parties' predecessor article on vacations, proposing that language be added which would authorize a deputy sheriff to indefinitely carry over earned vacation leave up to one hundred sixty (160) hours annually.

The Employer opposes this change and urges that the article on vacations be retained as expressed in the predecessor agreement.

The fact-finder does not recommend the proposed language by the Union on indefinitely carrying over 160 hours of vacation annually. The present language in section 22.5 guarantees bargaining unit members the right to use vacation from the date the leave is accrued to the employee's next anniversary date of employment unless this period is less than twelve months, in which case vacation may be taken from the year in which it was accrued through the next calendar year. The language of section 22.5 guarantees that any carry-over of vacation at the time that the contract is signed will be permitted to be retained and the fact-finder finds no reason for the additional accumulation proposed by the Union in its suggested language for section 22.5.

RECOMMENDED LANGUAGE - Article 22 - Vacations

Section 22.1 to Section 22.8

[Retain existing language]

7. Article 23 - Holidays

The Union proposes a change in section 23.2 which authorizes pay at one and one-half times an employee's normal rate of pay for hours required to be worked on Memorial Day, Labor Day, Thanksgiving Day, and/or Christmas Day. Prior to January 1, 1998, only hours required to be worked on Thanksgiving Day and/or Christmas Day were compensated at one and one-half times the regular rate of pay. This compensation is in addition to the eight hours of holiday pay to which all bargaining unit members are

entitled under Article 23, for the ten holidays listed in section 23.1. The Union proposes that all of the holidays listed in Article 23, that is, the four for which time and one-half are already paid, and the six which are listed in section 23.1 for which straight time is paid, be paid for actual work at one and one-half times regular pay.

The Employer proposes that the language of Article 23 be retained.

The fact-finder recommends a gradual change from four holidays at time and one-half to ten holidays at time and one-half, over the three years of the parties' successor agreement. The fact-finder recommends that two holidays be added each year of the parties' successor agreement so that by the conclusion of the contract all ten of the holidays listed in Article 23 will produce time and one-half for hours required to be worked. The fact-finder recognizes the difficulties engendered when bargaining unit members and their families are required to be separated due to work on a holiday. The fact-finder finds that being required to work on a holiday, being required to be away from one's family on such a day, supports the extra pay increase. Such an increase only occurs when an employee is required to work on a holiday.

RECOMMENDED LANGUAGE - Article 23 - Holidays

Section 23.1

[Retain existing language]

Section 23.2

Effective upon execution of this Agreement, all employees who are required to work Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Independence Day, and/or Columbus Day shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all hours worked on those days. Effective January 1, 2000, all employees who are required to work Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Independence Day, Columbus Day, New Year's Day, and/or Martin Luther King Day shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all hours worked on those days. Effective January 1, 2001, all employees who are required to work Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, Independence Day, Columbus Day, New Year's Day, Martin Luther King Day, Presidents' Day, and/or Veterans' Day shall be compensated at one and one-half (1-1/2) times their regular rate of pay for all hours worked on those days.

8. Article 31 - Uniforms

The Union proposes a number of changes to the article on uniforms in the parties' predecessor agreement, beginning in section 31.1, which would require the Employer to enforce this article upon commencement of employment. The Union proposes the deletion of the second paragraph of section 31.1 which refers to articles of clothing and equipment purchased by the Employer remaining the property of the Employer.

The changes to the language in section 31.2 proposed by the Union refer to uniforms and equipment destroyed in the line of duty, and the requirement that these be replaced by the Employer with no deduction from an employee's uniform stipend.

The Union proposes section 31.4, a new section, which would require the Employer to make available to each employee, on an annual basis, a uniform and equipment stipend of $350.00. This proposed language provides for a carry-over of unused stipend funds to subsequent years.

The Employer urges that Article 31 be retained in its existing form and that no annual stipend be granted to bargaining unit members for uniforms and equipment.

The fact-finder recommends the language proposed by the Union in section 31.1 which would make the guarantees of this paragraph effective upon commencement of an employee's employment. The fact-finder recommends the retention of paragraph two of section 31.1.

As to section 31.2, the fact-finder recommends certain changes in this language which are affected by the fact-finder's recommendation of a uniform and equipment stipend in section 31.4, but at a $250.00 per year level rather than the $350.00 per year level proposed by the Union. With the recommendation of a $250.00 per year stipend for uniform and equipment purchases in section 31.4, the fact-finder finds less need for the proposed changes by the Union in section 31.2, which would disallow deduction from a uniform stipend for an employee if a uniform or piece of equipment was destroyed in the line of duty. The fact-finder finds the uniform stipend reasonably used to replace such equipment and therefore does not recommend the changes to section 31.2 proposed by the Union.

RECOMMENDED LANGUAGE - Article 31 - Uniforms

Section 31.1

Effective upon commencement of employment, the Employer shall provide, at the same level as provided as of the effective date of this Agreement, uniforms and equipment for those bargaining unit employees required by the Employer to wear specific uniforms. The Employer shall determine the appropriate uniform if required to be worn by the employee; an employee shall be required to be in proper uniform upon reporting for duty.

Articles of clothing and equipment purchased by the Employer remain the property of the Employer and must be turned in when an employee is separated from service. Failure to do so shall result in the value of the missing items being withheld from the employee's separation pay.

Section 31.2

Equipment replacement shall remain the responsibility of the party (employer or employee) who purchased same. It is understood that body armor shall be replaced by the Department in accordance with the manufacturer's specifications.

Section 31.3

[Retain existing language]

Section 31.4

[New] The Employer shall make available to each employee on an annual basis a uniform and equipment stipend of two hundred fifty dollars ($250.00). This stipend may be utilized by each employee to purchase uniform and equipment items. Any amount of the stipend not utilized by December 31 of each calendar year may be carried over

and added to the subsequent year's two hundred fifty dollar ($250.00) stipend.

8. Article 3x - Injury Leave

The Union proposes a new article, denominated 3x, which would entitle all injured full-time deputy sheriffs to time off without wage deduction from their salary, except that any Workers' Compensation weekly salary benefits which may be awarded would be deducted for a period not to exceed ninety consecutive working days for deputies working a forty-hour work week. This leave, under the Union's proposed language, is to be used to recover from a medically - verified disabling condition which prevents a deputy from performing normally assigned duties. This language requires the Sheriff to not require any member to exhaust sick leave prior to receiving injury leave and defines injury as one or more physical impairments resulting from the same accident. Deputies are to continue to receive insurance benefits while on injury leave and to accrue seniority, as well as sick leave and vacation time credit. The proposed language also requires the Sheriff to attempt to provide light-duty work for deputies who have received and earned an injury on or off duty.

The Employer opposes the article on injury leave as not needed, pointing to the sick leave, personal leave, and vacation leave accrued by bargaining unit members. The Employer points to family medical leave available, the fact that insurance is maintained up to 120 days, and that bargaining unit members have

sufficient protection without the much greater responsibilities proposed by the Union under this new article.

The fact-finder does not recommend the Union's proposal on injury leave. Such injuries are not common in the bargaining units, but the fact-finder finds the proposed language to be a substantial increase in the potential exposure of the Employer and finds that the protections in place for bargaining unit members in the event of an injury are such that the proposed language by the Union is not recommended.

RECOMMENDED LANGUAGE - Article 3-x - Injury Leave

[New] Not recommended.

9. Article 25 - Wages

Under the parties' predecessor agreement, bargaining unit members received a three and one-half percent (3-1/2%) across the board wage increase effective July 1, 1997, and a three and one-half percent (3-1/2%) across the board wage increase effect January 1, 1998. Effective July 1, 1997, sergeants were to be paid three percent (3%) above the top paid road patrol officer, and lieutenants were to be paid three percent (3%) above the pay rate for sergeants.

The Union proposes a five percent (5%) across the board wage increase for bargaining unit members for each of the three years of the parties' successor agreement, effective January 1, 1999, January 1, 2000, and January 1, 2001. The Employer recommends a

three percent (3%) across the board wage increase for bargaining unit members with the first increase effective at the signing of the successor agreement, and the next two increases occurring on the anniversary dates of the signing of the parties' successor agreement.

The Union proposes that a lieutenant be increased to ten percent (10%) above the highest paid road patrol officer; the Employer recommends that the lieutenant remain at six percent (6%) above top pay deputy.

The fact-finder recommends a three percent (3%) across the board wage increase for all bargaining unit members, effective January 1, 1999; January 1, 2000, and January 1, 2001. The fact-finder recommends a three percent (3%) wage premium for sergeants over the pay of the top pay deputy, and recommends the lieutenant be paid at a six percent (6%) wage premium over the pay of the top pay deputy. The fact-finder finds these wage increases reasonable under the very low pay now available to these certified law enforcement officers, and within the financial capacity of the Meigs County Sheriff to fund.

The fact-finder finds much to recommend in the Union's proposals on systematizing wages through pay steps. Pay steps lend uniformity and fairness to wages to be paid to bargaining unit members. Such a system provides a framework upon which employees can rely in planning careers with the Meigs County Sheriff. Such a system maintains morale and encourages long-term employment, promoting retention of experienced, skilled employees. Pay steps

also allow wages to be collectively bargained, allowing both parties to bargain not only any wage increase, but the level of pay to be tied to the level of service provided to the employer.

In recommending pay steps for the bargaining unit containing Meigs County deputy sheriffs, the fact-finder excluded two deputy sheriffs who are viewed by the fact-finder as outliers, that is, hourly salaries that are outside the general set of wages now paid. One outlier is the newest employee of the Meigs County Sheriff's Office, being paid seven dollars per hour, and the other is the DARE officer who is paid substantially more than the top paid (non-DARE) deputy and funded through a separate source. The fact-finder began with the Meigs County deputy sheriff hired on April 18, 1998 at $7.40 per hour as a starting wage in 1998 and used a top pay deputy rate of $10.42 per hour. The fact-finder multiplied by three percent the lowest hourly rate and the top hourly rate, producing the hourly rates after the January 1, 1999 increase recommended by the fact-finder. Multiplying three percent times these January 1, 1999 rates produces the lowest rate and the top pay rate for the wages to be paid on January 1, 2000, the date upon which the fact-finder recommends the pay steps take effect.

The pay steps recommended by the fact-finder, therefore, incorporate the wage increases recommended by the fact-finder for Article 25, a three percent (3%) wage increase effective January 1, 1999, a three percent (3%) wage increase effective January 1, 2000, and a three percent (3%) wage increase effective January 1, 2001.

The fact-finder then separated into ten steps the amount between the lowest paid entry wage, $7.85, on January 1, 2000, and the top pay wage on January 1, 2000 which the fact-finder has pegged at nine to ten years. The pay steps recommended by the fact-finder, presented below, begin with the lowest hourly wage rate for zero to one year, and end with the highest hourly wage rate at nine to ten years, with the three percent wage increases recommended by the fact-finder included.

RECOMMENDED LANGUAGE - Article 25 - Wages

Section 25.1

Upon signing this Agreement, bargaining unit employees shall receive a three percent (3%) across the board wage increase effective January 1, 1999.

Section 25.2

Effective January 1, 2000, bargaining unit employees shall receive a three percent (3%) across the board wage increase.

Section 25.3

Effective January 1, 2001, bargaining unit employees shall receive a three percent (3%) across the board wage increase.

Section 25.4

Sergeants shall be paid three percent (3%) above the top road patrol officer; lieutenants shall be paid three percent (3%) above the pay rate of sergeants.

Section 25.5

[New] Effective January 1, 2000 and January 1, 2001, the following pay steps will be used to compensate road patrol officers.

	January 1, 2000	January 1, 2001
0-1 yrs.	$ 7.85	$ 8.09
1-2 yrs.	$ 8.22	$ 8.47
2-3 yrs.	$ 8.59	$ 8.85
3-4 yrs.	$ 8.96	$ 9.23
4-5 yrs.	$ 9.33	$ 9.61
5-6 yrs.	$ 9.70	$ 9.99
6-7 yrs.	$10.07	$10.37
7-8 yrs.	$10.34	$10.75
8-9 yrs.	$10.71	$11.13
9-10 yrs.	$11.09	$11.51

Along with the recommended language presented in this report, the fact-finder recommends that all other articles tentatively agreed by the parties be incorporated by reference into this report as if fully reported herein and recommended by the fact-finder.

In making the recommendations presented above, the fact-finder has kept in mind criteria required by Ohio Revised Code Chapter 4117. and Chapter 4117. of the Ohio Administrative Code, including considerations contained within Ohio Administrative Code sections 4117-9-05(J) and 4117-9-05(K).

Howard D. Silver
Howard D. Silver
Fact-Finder

February 12, 1999
Columbus, Ohio

CERTIFICATE OF FILING

I hereby certify the foregoing Report and Recommendations of Fact-Finder was filed with the State of Employment Relations Board and mailed this 12th day of February, 1999, to the following:

Kenneth L. Edsall, Account Manager
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Representing the Meigs County Sheriff's Office

and

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Howard D. Silver
Howard D. Silver
Fact-Finder

February 12, 1999
Columbus, Ohio