

**WARREN COUNTY SHERIFF**

**AND**

**WARREN COUNTY DEPUTY SHERIFF  
BENEVOLENT ASSOCIATION (WCDSBA)**

**March 9, 2011**

**FACT-FINDER: Sarah Cole**

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**SERB Case Nos.:**

**2010-MED-08-0971 (Sworn Sergeants & Lieutenants)  
2010-MED-08-0972 (Sworn Deputies)  
2010-MED-08-0973 (Corrections Officers)  
2010-MED-08-0974 (Clerical)  
2010-MED-08-0975 (Corrections Supervisors)**

## **Appearances**

### **For the County**

Brett Geary, Clemans, Nelson, Labor Consultant  
Kelly Babcock, Clemans, Nelson, Labor Consultant  
George Hunter, Major, Warren County Sheriff  
Debbie Otto, Office Manager, Warren County Sheriff  
Brian Tinch, Major/Jail Administrator, Warren County Sheriff  
John Newsom, Chief Deputy, Warren County Sheriff  
Larry Sims, Warren County Sheriff

### **For the Union**

Stephen Lazarus, Hardin, Lazarus & Lewis, LLC, WCDSBA Representative  
Megan Glowacki, Hardin, Lazarus & Lewis, LLC, WCDSBA Representative

## **Introduction**

The Warren County Sheriff (County) and the Warren County Deputy Sheriff Benevolent Association (WCDSBA or Union) operated under a collective bargaining agreement that expired on November 20, 2010. The Union represents five bargaining units in this case, which are comprised of 171 members, covered by three different collective bargaining agreements. These employees are sworn sergeants and lieutenants, sworn deputies, corrections officers, corrections supervisors and clerical workers. After several negotiations, the parties reached impasse and requested mediation followed by a fact finding. After mediation, several issues remained: insurances, hours of work and overtime/call-out time/on-call time/ court time, wages and compensation, vacation, holidays, sick leave, sick leave conversion, occupational injury leave, disability leave, duration and canine handler. The parties were able to reach tentative agreements on each of the issues except for wages in 2012 and 2013. The agreements regarding the remaining issues, including all those provisions upon which agreement was reached prior

to the fact-finding hearing, will serve as the fact-finding award as if the Fact Finder had taken evidence on each issue and made a recommendation as to each issue. Following these agreements, this report will address the remaining issue: wages for 2012 and 2013.

**ALL UNITS**

**ARTICLE 16**  
**INSURANCES**

Section 16.1. Maintain current contract language.

Section 16.2. Maintain current contract language.

Section 16.3. If the Employer determines that it is necessary to assess a partial co-payment of insurance premiums by non-bargaining unit County general fund employees, the same partial co-payment shall also apply to employees in this bargaining unit. The partial co-payment shall not exceed fifteen percent (15%) of the in category premium, up to a maximum of ~~\$45.00 per pay period in 2008, \$50.00 per pay period in 2009, and \$55.00 per pay period in 2010.~~

Section 16.4. Maintain current contract language.

**Section 16.5. For 2011, the Employer shall provide at least \$600 annually into the health savings account of employees electing single insurance coverage under the Employer's HSA plan and at least \$1200 annually into the health savings account of employees electing family insurance coverage under the Employer's HSA plan. These amounts shall be made in two (2) equal deposits in January and July. If the parties do not agree on the Employer's deposit amount for the HSA account for plan year 2012 or 2013, the Union or the Employer shall notify SERB in the appropriate manner for a reopener of this article.**

## **NON-SWORN UNITS**

### **ARTICLE 22** **HOURS OF WORK AND OVERTIME/** **CALL-OUT TIME/ON-CALL TIME/COURT TIME**

Section 22.1. Maintain current contract language.

Section 22.2. Maintain current contract language.

Section 22.3. Maintain current contract language.

Section 22.4. Maintain current contract language.

Section 22.5. Maintain current contract language.

Section 22.6. An employee who is "on-call" but is only required to carry a ~~pager and stay within the pager range~~ **departmental issued cell phone**, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a two (2) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Maintain current contract language.

Section 22.8. Maintain current contract language.

Section 22.9. Scheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the date and hours of the overtime will be posted with twelve (12) slots indicated after each entry. Up to twelve (12) persons within the same work unit **(for clerical positions, work units shall be designated as: front office clerical, fiscal clerical, human resource clerical, CIS clerical, jail clerical, etc.)** the overtime is posted for will have the opportunity to sign up for the same overtime. The posting supervisor will determine which of these persons signing up has the least amount of hours worked overtime during that year and assign the overtime to that person. If no one signs up, and the overtime assignment is for a clerical specialist, the posting supervisor will determine who is available within the clerical specialist classification and assigned to the same work unit as the overtime shift is posted for with the least amount of overtime hours worked that year, and assign that person to work. That person assigned will be required to work. If no one signs up, and the overtime assignment is for a corrections officer, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours worked that year, and assign those two employees to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two employees assigned will be required to work. If no one signs up, and the overtime assignment is for a Corrections Lieutenant or Corrections Sergeant, the posting supervisor will determine who is available on the shifts preceding and following the need, within the same bargaining unit and assigned to the same work unit as the overtime shift is posted for, with the least amount of overtime hours

worked that year, and assign those two supervisors to work equal halves of the shift, unless mutually agreed by the employees to split hours differently than equal halves. Those two supervisors assigned will be required to work. In the event two employees sign up to split the shift, and both employees have the least amount of hours worked overtime during that year than employees signing up for the whole shift, the two employees shall be granted the overtime shift. If an employee misses an overtime opportunity required by this Agreement due to an error on the part of the Employer, the employee shall receive compensation for such overtime hours as the employee would have worked at time and one-half their regular hourly rate. When a Corrections Officer (CO) completes his or her initial field training officer (FTO) period, he or she will be credited with any number of extra hours of overtime necessary to bring him or her up to the lowest total listed as of the end of the previous pay period for any CO who has completed such FTO period. The CO is not required to work those extra credited hours and the Employer is not required to pay for such hours credited. They just represent an equalization credit. Once he or she receives that credit, any overtime hours the CO works thereafter will be added to his or her total for that year.

Overtime covering vacations should be posted 14 days (in no case less than ten [10] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Overtime covering compensatory time should be posted five (5) days (in no case less than three [3] days) in advance, unless a shorter advance notice is accepted at the discretion of the supervisor.

Section 22.10. **Unscheduled Overtime.** When a supervisor becomes aware that an overtime assignment will be necessary in the Supervisory bargaining unit, corrections officer bargaining unit, or clerical specialist classification, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit. Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need, and if no one in the unit accepts the overtime, the supervisor shall determine who is available in the work unit on the shift preceding the need with the least amount of hours worked that year (including any amounts credited to Corrections Officers who complete their initial FTO periods) and assign that person to work. The employee assigned to work the shift may telephone employees to secure a replacement.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, with the least amount of hours worked that year (including any amounts credited to Corrections Officers who complete their initial FTO periods), and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the person in the work unit with the least amount of hours worked that year to work the shift.

Under no circumstances will **employees be permitted to work in excess of sixteen (16) consecutive hours** ~~back to back double shifts be approved.~~ **Court time and call outs shall be exceptions to this rule.** An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; **H**owever such employment may be considered by the Employer when assigning overtime.

Full shift overtime may be offered to and split among two (2) employees. The overtime accumulation record shall expire on December 31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record.

**Section 22.11.** For purposes of Sections 22.9 and 22.10 for Unit B only, the parties agree the following shall apply:

- A.** In the event an overtime shift occurs and there are no available employees from one of the shifts, either the shift preceding OR the shift following the overtime need, the available employee from the other shift will be assigned to work the entire overtime shift.
- B.** In the event an overtime shift occurs and there are no available employees from both the shift preceding AND the shift following the overtime need, the available employee with the least number of overtime hours for the year from ANY shift will be assigned to work the entire overtime shift.

**Section 22.12.** For purposes of Sections 22.9 and 22.10, an employee is considered unavailable for an overtime assignment when the employee has or will have exceeded the maximum of sixteen (16) consecutive hours of work. Employees on approved leave are considered unavailable for the entire twenty-four (24) hour period (i.e. 0001 hours through 2400 hours) of the approved leave day; however, an employee may voluntarily sign up for overtime during such twenty-four (24) hour period.

Section 22.143. Maintain current contract language.

Section 22.124. Maintain current contract language.

Section 22.135. Maintain current contract language.

## **SWORN DEPUTIES UNIT**

### **ARTICLE 22** **HOURS OF WORK / OVERTIME / CALL-OUT TIME /** **ON-CALL TIME / COURT TIME**

Section 22.1. Maintain current contract language.

Section 22.2. Maintain current contract language.

Section 22.3. Maintain current contract language.

Section 22.4. Maintain current contract language.

Section 22.5. Maintain current contract language.

Section 22.6. An employee who is "on-call" but is only required to carry a ~~pager and stay within the pager range~~ **departmental issued cell phone**, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a two (2) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Maintain current contract language.

Section 22.8. Maintain current contract language.

Section 22.9. Maintain current contract language.

Section 22.10. Unscheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Transportation, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

Under no circumstances will **employees be permitted to work in excess of sixteen (16) consecutive hours** ~~back-to-back double shifts be approve.~~ **Court time and callouts shall be exceptions to this rule.** An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; **H**owever such employment may be considered by the Employer when assigning overtime.

If no employee accepts the overtime offer, the supervisor shall determine who is available within the assigned work unit with the least amount of overtime hours worked that year on the shift preceding the need, and assign that person (or persons) to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime equalization record shall expire on December

31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record. The assignment of any overtime will be based on overtime hours worked only.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Section 22.11. Maintain current contract language.

Section 22.12 Maintain current contract language.

Section 22.13. Maintain current contract language.

## **SWORN SERGEANTS & LIEUTENANTS UNIT**

### **ARTICLE 22** **HOURS OF WORK / OVERTIME / CALL-OUT TIME /** **ON-CALL TIME / COURT TIME**

Section 22.1. Maintain current contract language.

Section 22.2. Maintain current contract language.

Section 22.3. Maintain current contract language.

Section 22.4. Maintain current contract language.

Section 22.5. Maintain current contract language.

Section 22.6. An employee who is "on-call" but is only required to carry a ~~pager and stay within the pager range~~ **departmental issued cell phone**, or to report and update the phone number of the location where the employee can be reached, shall be considered to be on "access-on-call". The employee on "access-on-call" shall be compensated for only the actual hours called out to work with a two (2) hour guaranteed minimum, unless the call abuts the regularly scheduled work shift.

Section 22.7. Maintain current contract language.

Section 22.8. Maintain current contract language.

Section 22.9. Maintain current contract language.

Section 22.10. Unscheduled Overtime. When a supervisor becomes aware that an overtime assignment will be necessary, the Employer shall make a reasonable effort to fill the vacancy from within the same assigned work unit (i.e., Road, Detective, Transportation, South Lebanon, Court Service, Deerfield Township, etc.). Employees shall not be assigned overtime out of their work unit unless it is necessary to fill the position and it is not possible to do so from within the work unit. Overtime shall be offered to employees on the shift preceding the need.

Under no circumstances will **employees be permitted to work in excess of sixteen (16) consecutive hours** ~~back-to-back double shifts be approved.~~ **Court time and call outs shall be exceptions to this rule.** An employee will not be permitted to work more than twenty-eight (28) hours in any consecutive forty (40) hour period. Off-duty details and other outside employment will not necessarily disqualify an employee for an overtime assignment; **H**owever such employment may be considered by the Employer when assigning overtime.

If no bargaining unit member accepts the overtime, the overtime may be offered to employees outside the bargaining unit.

If no employee accepts the overtime offer, the supervisor shall determine who is available on the shift preceding the need within the assigned work unit with the least amount of overtime hours

worked that year, and assign that person to work. The employee assigned to work the shift may telephone employees to secure a replacement. Full shift overtime may be offered to and split among two (2) employees. The overtime accumulation record shall expire on December 31 of each year and a new record will be created. However, January overtime will be assigned from the previous year's record. Assigned overtime will be based on overtime hours worked only.

In the event overtime is needed during a shift, the shift supervisor will determine who is available on the shift following the need, within the bargaining unit, with the least amount of hours worked that year, and assign that person to work the remainder of the shift. If no employee is available to work from the shift following the need, the supervisor will utilize the accumulation record and assign the lowest available officer to work the shift.

Section 22.11. Maintain current contract language.

Section 22.12. Maintain current contract language.

Section 22.13. Maintain current contract language.

**NON-SWORN UNITS**

**ARTICLE 23  
WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first pay period ~~following~~ **including** January 1, ~~2008~~ **2011** the regular hourly pay rate for all bargaining unit members shall be **increased by two percent (2%)** as follows:

Clerical Specialist	0-6 Months	7-18 Months	19-30 Months	31+ Months	10 Years	20 Years
Hourly	\$14.33	\$15.40	\$16.56	\$17.81	\$18.06	\$18.56
Annual	\$29,806.40	\$32,032.00	\$34,444.80	\$37,044.80	\$37,564.80	\$38,604.80

**Hourly \$15.50 \$16.67 \$17.92 \$19.27 \$19.52 \$20.02**

Corrections Officer	0-12 Months	13-24 Months	25-36 Months	37+ Months	10 Years	20 Years
Hourly	\$16.10	\$17.19	\$18.35	\$20.37	\$20.620	\$21.12
Annual	\$33,488.00	\$35,755.20	\$38,168.00	\$42,369.60	\$42,889.60	\$43,929.60

**Hourly \$17.42 \$18.60 \$19.86 \$22.04 \$22.29 \$22.79**

Corrections Sergeant Community Corrections Coordinator	10 Years	20 Years	
Hourly	\$23.43	\$23.68	\$24.18
Annual	\$48,734.40	\$49,254.40	\$50,294.40

**Hourly \$25.35 \$25.60 \$26.10**

Corrections Lieutenant	10 Years	20 Years	
Hourly	\$26.95	\$27.20	\$27.70
Annual	\$56,056.00	\$56,576.00	\$57,616.00

**Hourly \$29.15 \$29.40 \$29.90**

Custodial Worker	0-6 Months	7+ Months	10 Years	20 Years
Hourly	\$12.15	\$12.52	\$12.77	\$13.27
Annual	\$25,272.00	\$26,041.60	\$26,561.60	\$27,601.60

**Hourly \$13.16 \$13.56 \$13.81 \$14.31**

Evidence/Property Room Manager	0-12 Months	12-24 Months	25+ Months	10 Years	20 Years
Hourly	\$17.19	\$18.36	\$20.37	\$20.62	\$21.12

Annual	\$35,755.20	\$38,188.80	\$42,369.60	\$42,889.60	\$43,929.60
<b>Hourly</b>	<b>\$18.60</b>	<b>\$19.87</b>	<b>\$22.04</b>	<b>\$22.29</b>	<b>\$22.79</b>

Computer Technician	0-12	12-24	25+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$20.55	\$21.36	\$22.23	\$22.48	\$22.98
Annual	\$42,744.00	\$44,428.80	\$46,238.40	\$46,758.40	\$47,798.40
<b>Hourly</b>	<b>\$22.25</b>	<b>\$23.11</b>	<b>\$24.06</b>	<b>\$24.31</b>	<b>\$24.81</b>

Section 23.2. Effective on the first day of the first full pay period following including January 1, 2009 2012 regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

Clerical Specialist	0-6	7-18	19-30	31+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$14.76	\$15.86	\$17.06	\$18.34	\$18.59	\$19.09
Annual	\$30,780.00	\$32,988.80	\$35,484.80	\$38,147.20	\$38,667.20	\$39,707.20

Corrections Officer	0-12	13-24	25-36	37+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$16.58	\$17.71	\$18.90	\$20.98	\$21.23	\$21.73
Annual	\$34,486.40	\$36,836.80	\$39,312.00	\$43,638.40	\$44,158.40	\$45,198.40

Corrections Sergeant Community Corrections Coordinator				10	20
				<u>Years</u>	<u>Years</u>
Hourly			\$24.13	\$24.38	\$24.88
Annual			\$50,190.40	\$50,710.40	\$51,750.40

Corrections Lieutenant					
Hourly			\$27.75	\$28.00	\$28.50
Annual			\$57,720.00	\$58,240.00	\$59,280.00

Custodial Worker	0-6	7+	10	20
	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$12.52	\$12.90	\$13.15	\$13.65
Annual	\$26,041.60	\$26,832.00	\$27,352.00	\$28,392.00

Evidence/Property Room Manager	0-12	12-24	25+	10	20
	<u>Months</u>	<u>Months</u>	<u>Months</u>	<u>Years</u>	<u>Years</u>
Hourly	\$17.71	\$18.91	\$20.98	\$21.23	\$21.73

Annual	\$36,836.80	\$39,332.80	\$43,638.40	\$44,158.40	\$45,198.40
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Computer  
Technician

	0-12 Months	12-24 Months	25+ Months	10 Years	20 Years
Hourly	\$21.17	\$22.00	\$22.90	\$23.15	\$23.65
Annual	\$44,033.60	\$45,760.00	\$47,632.00	\$48,152.00	\$49,192.00

Section 23.3. Effective on the first day of the first full pay period following including January 1, 2010 2013, the regular hourly rate of pay for all bargaining unit members shall be increased by two and three-quarters percent (2.75%) as follows:

	0-6 Months	7-18 Months	19-30 Months	31+ Months	10 Years	20 Years
Hourly	\$15.20	\$16.34	\$17.57	\$18.89	\$19.14	\$19.64
Annual	\$31,616.00	\$33,987.20	\$36,545.60	\$39,291.20	\$39,811.20	\$40,851.20

Corrections

	0-12 Months	13-24 Months	25-36 Months	37+ Months	10 Years	20 Years
Hourly	\$17.08	\$18.24	\$19.47	\$21.61	\$21.86	\$22.36
Annual	\$35,526.40	\$37,939.20	\$40,497.60	\$44,948.80	\$45,468.80	\$46,508.80

Corrections Sergeant

	10 Years	20 Years
Community Corrections Coordinator		
Hourly	\$24.85	\$25.10
Annual	\$51,688.00	\$52,208.00

Corrections Lieutenant

Hourly	\$28.58	\$28.83	\$29.33
Annual	\$59,446.40	\$59,966.40	\$61,006.40

Custodial Worker

	0-6 Months	7+ Months	10 Years	20 Years
Hourly	\$12.90	\$13.29	\$13.54	\$14.04
Annual	\$26,832.00	\$27,643.20	\$28,163.20	\$29,203.20

Evidence/Property

	0-12 Months	12-24 Months	25+ Months	10 Years	20 Years
Room Manager					
Hourly	\$18.24	\$19.48	\$21.61	\$21.86	\$22.36

Annual	\$37,939.20	\$40,518.40	\$44,948.80	\$45,468.80	\$46,508.80
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Computer  
Technician

	0-12 Months	12-24 Months	25+ Months	10 Years	20 Years
Hourly	\$21.81	\$22.66	\$23.59	\$23.84	\$24.34
Annual	\$45,364.80	\$47,132.80	\$49,067.20	\$49,587.20	\$50,627.20

Section 23.4. Maintain current contract language.

Section 23.5. Maintain current contract language.

**SWORN DEPUTIES UNIT**

**ARTICLE 23**  
**WAGES AND COMPENSATION**

Section 23.1. Effective the beginning of the first full pay period following including January 1, ~~2008~~ 2011 the regular hourly pay rate for all bargaining unit members shall be increased by two percent (2%) as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37+</u> <u>Months</u>	<u>10</u> <u>Years</u>	<u>20</u> <u>Years</u>
<del>Hourly</del>	<del>\$20.71</del>	<del>\$22.40</del>	<del>\$24.21</del>	<del>\$26.17</del>	<del>\$26.42</del>	<del>\$26.92</del>
<del>Annual</del>	<del>\$43,076.80</del>	<del>\$46,592.00</del>	<del>\$50,356.80</del>	<del>\$54,433.60</del>	<del>\$54,953.60</del>	
	<del>\$55,993.60</del>					
<b>Hourly</b>	<b>\$22.41</b>	<b>\$24.24</b>	<b>\$26.20</b>	<b>\$28.33</b>	<b>\$28.58</b>	<b>\$29.08</b>

Section 23.2. Effective on the first day of the first full pay period following including January 1, ~~2009~~ 2012 the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37+</u> <u>Months</u>	<u>10</u> <u>Years</u>	<u>20</u> <u>Years</u>
<del>Hourly</del>	<del>\$21.33</del>	<del>\$23.07</del>	<del>\$24.94</del>	<del>\$26.96</del>	<del>\$27.21</del>	<del>\$27.71</del>
<del>Annual</del>	<del>\$44,366.40</del>	<del>\$47,985.60</del>	<del>\$51,875.20</del>	<del>\$56,076.80</del>	<del>\$56,596.80</del>	
	<del>\$57,636.80</del>					

Section 23.3. Effective on the first day of the first full pay period following including January 1, ~~2010~~ 2013 the regular hourly rate of pay for all bargaining unit members shall be increased by two and three-quarters percent (2.75%) as follows:

	<u>0-12</u> <u>Months</u>	<u>13-24</u> <u>Months</u>	<u>25-36</u> <u>Months</u>	<u>37+</u> <u>Months</u>	<u>10</u> <u>Years</u>	<u>20</u> <u>Years</u>
<del>Hourly</del>	<del>\$21.97</del>	<del>\$23.76</del>	<del>\$25.69</del>	<del>\$27.77</del>	<del>\$28.02</del>	<del>\$28.52</del>
<del>Annual</del>	<del>\$45,697.60</del>	<del>\$49,420.80</del>	<del>\$53,435.20</del>	<del>\$57,761.60</del>	<del>\$58,281.60</del>	<del>\$59,321.60</del>

Section 23.4. Maintain current contract language.

Section 23.5. Maintain current contract language.

Section 23.6. Maintain current contract language.

Section 23.7. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a ~~thirty-two (\$0.32)~~ **forty cent (\$.40)** per hour stipend that will be added to their base rate of pay. Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no more than ~~twenty~~ **thirty**-one (**23**1) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).

Section 23.8. Maintain current contract language.

Section 23.9. Maintain current contract language.

## SWORN SERGEANTS & LIEUTENANTS

### ARTICLE 23 WAGES AND COMPENSATION

Section 23.1. Effective the beginning of the first full pay period following including January 1, ~~2008~~ 2011, the regular hourly pay rate for all bargaining unit members shall be increased by two percent (2%) as follows:

		10 Years	20 Years
Sergeants -			
Hourly	\$32.58	\$32.83	\$33.33
	<del>\$30.10</del>	<del>\$30.35</del>	<del>\$30.85</del>
Annual	\$62,608.00	\$63,128.00	\$64,168.00
Lieutenants -			
Hourly	\$37.47	\$37.72	\$38.22
	<del>\$34.62</del>	<del>\$34.87</del>	<del>\$35.37</del>
Annual	\$72,009.60	\$72,529.60	\$73,569.60

Section 23.2. Effective on the first day of the first full pay period following including January 1, ~~2009~~ 2012, the regular hourly rate of pay for all bargaining unit members shall be increased by two and one-half percent (2.5%) as follows:

		10 Years	20 Years
Sergeants -			
Hourly	\$31.00	\$31.25	\$33.75
	<del>\$29.00</del>	<del>\$29.25</del>	<del>\$31.75</del>
Annual	\$64,480.00	\$65,000.00	\$66,040.00
Lieutenants -			
Hourly	\$35.65	\$35.90	\$36.40
	<del>\$33.65</del>	<del>\$33.90</del>	<del>\$34.40</del>
Annual	\$74,152.00	\$74,672.00	\$75,712.00

Section 23.3. Effective on the first day of the first full pay period following including January 1, ~~2010~~ 2013, the regular hourly rate of pay for all bargaining unit members shall be increased by two and three-quarters percent (2.75%) as follows:

		10 Years	20 Years
Sergeants -			
Hourly	\$31.94	\$32.19	\$32.69
	<del>\$30.94</del>	<del>\$31.19</del>	<del>\$31.69</del>
Annual	\$66,435.20	\$66,955.20	\$67,995.20

Lieutenants -			
Hourly	\$36.73	\$36.98	\$37.48
Annual	\$76,398.40	\$76,918.40	\$77,958.40

Section 23.4. Maintain current contract language.

Section 23.5. Maintain current contract language.

Section 23.6. Bargaining unit employees assigned to plain clothes (detective) duty shall receive a ~~\$0.32~~ **forty cent (\$ .40)** per hour stipend that will be added to their base rate of pay. **Plain clothes officers may utilize the dry cleaning vendors designated by the Employer for cleaning of no more than thirty-one (31) pieces of clothing per month (the Employer may make an exception to this limitation when the circumstances warrant).**

Section 23.7. **Bargaining Unit employees assigned to the detective unit shall receive a three percent (3%) stipend added to their base rate of pay.**

**ALL UNITS**

**ARTICLE 24/25**  
**VACATION**

Maintain current contract language for the entire Article.

**ALL UNITS**

**ARTICLE 25/26**  
**HOLIDAYS**

Maintain current contract language for the entire Article.

## **NON-SWORN UNITS**

### **ARTICLE 27** **SICK LEAVE**

Section 27.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions **of the employee**; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- A. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.)
  - 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his or her shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any use of sick leave, including scheduled sick leave, shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- B. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.

C. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 35, Funeral Leave.

Section 27.2. Maintain current contract language.

Section 27.3. Maintain current contract language.

Section 27.4. Maintain current contract language.

Section 27.5. Maintain current contract language.

Section 27.6. Maintain current contract language.

Section 27.7. Maintain current contract language.

Section 27.8. Maintain current contract language.

Section 27.9. Maintain current contract language.

Section 27.10. Maintain current contract language.

Section 27.11. Maintain current contract language.

Section 27.12. Maintain current contract language.

Section 27.13. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks ~~for the following reasons:~~ **in compliance with the FMLA of 1993, as amended.**

~~1. To care for his own serious health condition;~~

~~2. To care for his spouse, child, or parent who has a serious health condition; or~~

~~3. Because of the birth, adoption, or foster placement of a child.~~

~~The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total.~~ **Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies.** The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts

the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FMLA. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 27.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
1. The character of the employee's ailment;
  2. The health care provider's prognosis for recovery;
  3. The employee's history of paid leave usage; and
  4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his **or her** regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 27.15. Maintain current contract language.

**Section 26.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.**

## **SWORN DEPUTIES UNIT**

### **ARTICLE 27** **SICK LEAVE**

Section 27.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions **of the employee**; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- A. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.)
  - 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his or her shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any use of sick leave, including scheduled sick leave, shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- B. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.
- C. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 35, Funeral Leave.

Section 27.2. Maintain current contract language.

Section 27.3. Maintain current contract language.

Section 27.4. Maintain current contract language.

Section 27.5. Maintain current contract language.

Section 27.6. Maintain current contract language.

Section 27.7. Maintain current contract language.

Section 27.8. Maintain current contract language.

Section 27.9. Maintain current contract language.

Section 27.10. Maintain current contract language.

Section 27.11. Maintain current contract language.

Section 27.12. Maintain current contract language.

Section 27.13. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks **in accordance with the FMLA of 1993, as amended for the following reasons:**

1. ~~To care for his own serious health condition;~~
2. ~~To care for his spouse, child, or parent who has a serious health condition; or~~
3. ~~Because of the birth, adoption, or foster placement of a child.~~

~~The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total. Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies.~~ The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement, however, the length of the leave will be calculated to include the time the employee was off on FMLA. It is intended that the application of this section comply

with the FMLA of 1993, **as amended** and that the parties shall take such actions as to ensure compliance.

Section 27.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
1. The character of the employee's ailment;
  2. The health care provider's prognosis for recovery;
  3. The employee's history of paid leave usage; and
  4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his **or her** regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 27.15. Maintain current contract language.

Section 27.16. Employees released from their doctor for **light transitional** duty shall be accommodated if appropriate **light transitional** duty is available. **The Employer will determine if transitional duty is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.**

## SWORN SERGEANTS & LIEUTENANTS

### ARTICLE 26 SICK LEAVE

Section 26.1. An employee may request sick leave upon proper notice to the Employer. Sick leave may be requested for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family;
- B. Exposure of employee or a member of his immediate family to a contagious disease which could have the potential of jeopardizing the health of the employee or the health of others;
- C. Pregnancy, childbirth and/or related medical conditions **of the employee**; and
- D. Emotional illness, upon proof of clinical diagnosis and current medical treatment.

Advanced sick leave may be requested for the following reasons with advance notice of two (2) days:

- A. Medical, dental, or optical examinations or treatment of any employee or a member of his immediate family, when such appointments cannot be scheduled during non-working hours; and
  - 1. Whenever possible, members may be allowed to change their work hours to accommodate a medical, dental, or optical appointment. (Example: A member has an 0900 hour medical appointment that is completed by 0930. Pending prior approval by a supervisor (in writing), the member may adjust work hours to make-up for the time at the appointment and avoid the need to use any sick leave.)
  - 2. When practical, members shall use partial sick leave to make the scheduled appointment and return to work for the remainder of the shift, thereby saving the unnecessary use of sick leave. (Example: A member has an 0800 medical appointment that is completed by 1000 hours. The member shall return to duty to complete his or her shift and only be charged sick leave for the actual time used to complete the appointment.)

NOTE: Scheduled sick leave does NOT count as an occurrence toward the number of sick leave incidents for purposes of triggering an investigation. Any use of sick leave, including scheduled sick leave, shall disqualify the employee from earning additional personal leave days referenced in Section 29.2.

- B. Paternity leave, not to exceed five (5) days immediately before, during, or immediately after child birth.

C. Compassion leave of a reasonable period, to attend to a terminally ill relative. For purposes of granting compassion leave only, "relative" shall include all family members listed in Article 34, Funeral Leave.

Section 26.2. Maintain current contract language.

Section 26.3. Maintain current contract language.

Section 26.4. Maintain current contract language.

Section 26.5. Maintain current contract language.

Section 26.6. Maintain current contract language.

Section 26.7. Maintain current contract language.

Section 26.8. Maintain current contract language.

Section 26.9. Maintain current contract language.

Section 26.10. Maintain current contract language.

Section 26.11. Maintain current contract language.

Section 26.12. Maintain current contract language.

Section 26.13. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks **in accordance with the FMLA of 1993, as amended for the following reasons:**

**1. To care for his own serious health condition;**

**2. To care for his spouse, child, or parent who has a serious health condition; or**

**3. Because of the birth, adoption, or foster placement of a child.**

**The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total. Employees are required to use accrued paid leave (e.g., sick, vacation, personal, compensatory time, OIL, donated leave, etc.) when the reason for the leave also qualifies as a permissible use of the paid leave before being placed on unpaid leave. Such paid leave will run concurrent with and count towards the twelve (12) week total of FML. The Employer may designate any leave as FML if the reason for the leave qualifies.** The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts

the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement however, the length of the leave will be calculated to include the time the employee was off on FMLA. It is intended that the application of this section comply with the FMLA of 1993, as amended and that the parties shall take such actions as to ensure compliance.

Section 26.14. Donated Time:

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness. When it comes to the attention of the Sheriff that an employee's paid leave time has been or is about to be exhausted, and the Employer is aware of a serious personal illness of the employee, he shall assign a supervisor to investigate and prepare a report detailing:
1. The character of the employee's ailment;
  2. The health care provider's prognosis for recovery;
  3. The employee's history of paid leave usage; and
  4. Any other details of the investigation and any recommendation he may have concerning the employee's eligibility as a recipient of donated time.
- B. The approval of donated time shall be solely at the discretion of the Sheriff. If the Sheriff approves a recommendation for an employee to be a recipient of donated time, he shall so inform all employees by memo. Employees may voluntarily donate vacation leave, compensatory time, and/or sick leave for the benefit of such approved recipient. Time donated must be in one (1) hour increments. Employees donating sick leave must have an accrued balance of at least 400 hours of sick leave.
- C. Donated time shall be converted to its cash equivalent and paid to the recipient at his **or her** regular hourly rate.
- D. Donated time shall be drawn from the donated time bank in as equitable a fashion as is feasible.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

Section 26.15. Maintain current contract language.

**Section 26.16. Employees released from their doctor for transitional duty shall be accommodated if appropriate transitional duty is available. The Employer will determine if transitional duty work is available pursuant to the Employer's transitional duty policy. The Employer's determination will not be arbitrary or capricious.**

**ALL UNITS**

**ARTICLE 27/28**  
**SICK LEAVE CONVERSION**

Section 28.1. Employees who have completed ten (10) years or more of continuous employment in county service shall be eligible to convert accumulated sick leave to cash upon separation from county service for any reason except disciplinary discharge, or resignation in lieu of discharge.

- A. Eligible employees hired **by Warren County** before April 3, 1985 shall be entitled to convert one hundred percent (100%) of their accumulated sick leave hours, up to a maximum of nine hundred sixty (960) hours. County service shall include service with the State of Ohio or any political subdivisions of the state (as defined by the Ohio Revised Code).
- B. Eligible employees hired **by Warren County** on or after April 3, 1985 shall be entitled to convert **accumulated sick leave hours as set forth below: twenty-five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours; however, the maximum sick leave hours will be increased from two forty for twenty-five year employees to three hundred and twenty hours.**
- 1. Ten to fifteen years of service: twenty-five percent (25%) up to a maximum of two hundred forty (240) hours.**
  - 2. Fifteen to twenty years of service: twenty-five percent (25%) up to a maximum of three hundred (300) hours.**
  - 3. Twenty to twenty-five years of service: twenty-five percent (25%) up to a maximum of three hundred sixty (360) hours.**
  - 4. Twenty-five years of service: twenty-five percent (25%) up to a maximum of four hundred twenty (420) hours.**

County service shall mean only Warren County Service.

Section 28.2. Payment shall be based upon the employee's hourly rate of pay at the time of separation. **Only sick leave hours accrued while employed by Warren County are eligible for conversion under this Article.**

Section 28.3. Maintain current contract language.

Section 28.4. Maintain current contract language.

**ALL UNITS**

**ARTICLE 31/32**  
**OCCUPATIONAL INJURY LEAVE**

Maintain current contract language for entire article.

**ALL UNITS**

**ARTICLE 33/34**  
**DISABILITY LEAVE**

Section 34.1. Maintain current contract language.

Section 34.2. Maintain current contract language.

~~Section 34.3. A physically incapacitated employee, who has exhausted his accumulated sick leave and comp time and for whom voluntary reduction is not practicable, may request up to six (6) months of medical disability leave. The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, leave granted under the Family and Medical Leave Act of 1993.~~

Section 34.43. Maintain current contract language.

Section 34.54. Disability Leave. An employee who has completed his probationary period and becomes physically unable to perform his duties due to illness, pregnancy or disability shall be granted an **unpaid** leave of absence for a maximum period of six (6) consecutive calendar months.

An employee who exhausts the six (6) month disability leave and provides satisfactory medical documentation of a continuing disability shall be granted a six (6) month personal leave upon request. In order to maintain employment rights, the employee must request to return prior to the conclusion of the disability/personal leave. When an employee is ready to return to work, he shall furnish a statement from a physician releasing him as able to return to work. Any replacement worker in the position while an employee is on leave will be terminated upon reinstatement of the employee from leave.

**The employee will present evidence as to the probable date on which he will be able to return to the same or similar position as soon as he is aware of such date. Such request shall be in writing, with supporting medical evidence attached. If approved by the Employer, the request and evidence shall be attached to the implementing personnel action. Such leave, if approved, will be concurrent with, not in addition to, paid leave and leave granted under the Family and Medical Leave Act of 1993.**

Section 34.65. Maintain current contract language.

Section 34.76. Maintain current contract language.

Section 34.87. Maintain current contract language.

**ALL UNITS**

**ARTICLE 41/42**  
**DURATION**

Section 42.1. Unless otherwise specified herein, the provisions of this Agreement shall become effective upon execution by the parties, and shall remain in effect through 11:59 p.m., November 20, ~~2010~~ **2013**.

Section 42.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and not later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

## **SWORN UNITS**

### **ARTICLE 42/43 CANINE HANDLERS**

Section 42.1. Maintain current contract language.

Section 42.2. Maintain current contract language.

Section 42.3. Canine Deputies shall receive an additional compensation equal to three (3) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions. **In the event a Canine Deputy is assigned more than one canine, the Canine Deputy shall receive compensation equal to four and one half (4 ½) hours pay (straight-time) at their current hourly rate per week, pursuant to normal payroll with all appropriate deductions.** The parties hereby agree that this additional compensation shall be full and complete compensation for the Canine Deputy's off-duty work time for home dog care activities such as feeding, grooming, and exercising the dog, which parties acknowledge should normally not exceed an average of one (1) hour per day.

Section 42.4. Maintain current contract language.

## **Criteria**

Fact-finders must consider the criteria articulated in Ohio Revised Code § 4117.14(C)(4)(e) and Ohio Administrative Code § 4117-9-05(K) when making a decision. Criteria to be considered are:

- (a) past collectively bargained agreements, if any, between the parties;
- (b) comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
- (c) the interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
- (d) the lawful authority of the public employer;
- (e) the stipulation of the parties;
- (f) such other facts, 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 proceedings in the public service or private employment.

## **Discussion**

With respect to wage rates for 2012 and 2013, I find as follows:

### Union Position

The Union proposes a 3% wage increase for all units both in 2012 and 2013. The Union contends that Warren County is in an excellent financial position and that a wage increase for these units is warranted. According to the Union, Warren County is a fast-growing county with the second highest per capita income and median household income in Ohio. In addition, Warren County's gross income gain between 2007 and 2008 was

approximately \$43 million. This income gain was much higher than that experienced in other counties near to Warren County. The Union believes that Warren County's economy will continue to improve in the next several years as increased tourism and movement out of Hamilton County and into Warren County will increase County revenue.

In addition, the Union contends that Warren County has the ability to finance the Union's proposed wage increase. The Union notes that in 2010, the County exceeded its anticipated revenue by almost 4.5 million dollars. Although the Union acknowledges that sales tax receipts decreased in 2009, it also noted that the receipts increased by 6.8% in 2010. The Union also emphasizes the financial stability of Warren County by pointing out that the County's actual revenues during the last ten years have always been higher than its projected revenues and that its general fund revenues exceeded its initial projections by an average of nearly 16% per year. The Union recognized that the General Fund revenues decreased by 3.1% in 2009 but that the County cut expenditures during this time period by 6.2%. Finally, the Union emphasizes that the County has a healthy reserve fund that continues to grow.

In terms of Warren County's position with respect to comparable jurisdictions, the Union contends that Warren County's general fund "is the envy of Southwest Ohio." Union Ex. G at 6. The Union also notes that non-represented employees and Communications Center dispatchers received a 2% wage increase in 2011. Because the Union believes the County can afford the proposed wage increases and because the Union believes that the employees deserve the increase, it proposes a 3% wage increase in each of the years 2012 and 2013.

## County Position

The County proposes a 2% wage increase for 2012 and a wage reopener for 2013. The County states that this proposal is reasonable during a tough economic time period and in light of increases other jurisdictions gave to their employees. The County states that it should not be punished for its conservative fiscal practices by being forced to increase wages at the rates the Union proposes. The County states that through cost savings initiatives and careful planning, Warren County is in a reasonable financial position but should not be expected to give raises simply because it has money in its coffers. Moreover, the County notes, the revenue for 2010, while higher than anticipated, is still “well below the revenue received by the County in 2007.”

The County also contends that the 2% wage increase provided to non-bargaining unit employees should not be used to justify a wage increase for bargaining unit employees. The County notes that non-bargaining unit employees did not receive a raise in either 2009 or 2010. Because these employees suffered through wage reductions and cost freezes that bargaining unit employees did not experience, the Fact Finder should not consider that they received a 2% raise in 2011 when deciding whether the bargaining unit employees should receive a wage increase.

Finally, the County points to outside data to support its proposal. The County notes that, in 2011 and 2012, only one comparable jurisdiction, Greene County, increased wages for similar units. The data shows that Greene County’s unionized officers received only 2% increases for 2011 and again for 2012. The data on comparable jurisdictions is incomplete, however, because the remaining comparable jurisdictions the County identified have not finalized contracts that would begin in 2011.

The County also indicates that the pay scale for Warren County enforcement officers, enforcement supervisors, corrections supervisors and corrections officers is well within the range other jurisdictions pay their similarly situated employees. County Ex. 7J. Thus, the County argues, imposing wage increases higher than what one would expect other jurisdictions to receive in their contracts, would be inconsistent with what is happening in other jurisdictions.

Recommendation: The Fact Finder Recommends a Wage Increase for All Units of 2.5% in 2012 and 2.75% in 2013.

The Fact Finder recommends a wage increase of 2.5% in 2012 and 2.75% in 2013. While the Fact Finder acknowledges that the County faces, and has faced, difficult financial times, the Fact Finder also notes that the County has significant revenue available to them now and, it would appear, in the foreseeable future. The Fact Finder also acknowledges that the County's careful planning has improved the County finances and that the Union should not reap a benefit if they did not participate in helping to save resources. In this agreement reached by the parties, though, the Union conceded on many points in an effort to help the County run in a more efficient and cheaper manner. Their willingness to accede to many County demands, as well as accept a 2% increase for 2011, the same increase that non-bargaining unit members received, shows the Union's willingness to be a partner in the County's cost-savings efforts.

The evidence from comparable jurisdictions is equivocal. Most comparable jurisdictions, other than Greene County, have not reached agreements for the 2011-2013 time period. Thus, the Fact Finder would have to speculate based on past data as to what might happen in those jurisdictions as they negotiate future agreements. Such

speculation would be rife with uncertainty and inconsistent with the statutory mandate the Fact Finder must follow.

The economic picture in Ohio is improving and it would appear that the financial situation in Warren County is currently stable and likely to continue improving in the near future. I find that the County's relatively rosy economic outlook, together with the cost-savings achieved on other issues in this agreement, justifies the moderate raises I recommend in this case.

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Sarah R. Cole  
Sarah Rudolph Cole  
Fact-Finder

Columbus, Ohio  
March 9, 2011

## Certificate of Service

This is to certify that a true copy of the Fact-Finding Award for the Warren County Sheriff and the Warren County Deputy Sheriff Benevolent Association was sent to the parties and to the State Employment Relations Board by e-mail on this day, March 9, 2011. The Fact-Finding Award was served upon: Brett Geary, Clemans, Nelson & Assoc., [bgeary@clemansnelson.com](mailto:bgeary@clemansnelson.com) and Stephen Lazarus, Hardin, Lazarus & Lewis, LLC, at [stevlazarus@hlmlaw.com](mailto:stevlazarus@hlmlaw.com) and Mary Laurent, Administrator, Bureau of Mediation, [mary.laurent@serb.state.oh.us](mailto:mary.laurent@serb.state.oh.us).

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Sarah R. Cole  
Sarah Rudolph Cole, Fact Finder