

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2006 JUN -7 P 4:00

CONCILIATION BETWEEN

FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL

AND

FAIRFIELD COUNTY, OHIO, SHERIFF EMPLOYER

CONCILIATOR: JACK E. McCORMICK
HEARING: MAY 30, 2006
Case No. 05-MED-08-0815

CONCILIATOR'S AWARD

FOR THE EMPLOYER:

Marc A. Fishel, Esq.
Downs, Hurst & Fishel
400 South Fifth Street
Suite 200,
Columbus, OH 43215

FOR THE UNION:

Mark Drum,
Staff Representative
Fraternal Order of Police
Ohio Labor Council
222 East Town Street
Columbus, Ohio 43215

Pursuant to State Employment Relations Board's (SERB) letter dated April 11, 2006, a conciliation hearing was held at 10:00 a.m., May 30, 2006, in the offices of the Fairfield County Department of Jobs and Family Services, 39 West Main Street, Lancaster, Ohio 43130.

Present for the parties were the following:

For the Employer

Aundrea Cordle
Fairfield County Human
Resources Director

Jerry Perrigo
Fairfield County
Sheriff's Office

David Phalen
Fairfield County Sheriff

Marc Fishel, Esq.
Attorney

For the Union

Mark Drum
Staff Representative
Fraternal Order of Police
Ohio Labor Council, Inc.

Kelli Stats
Union Representative

Scott Jones
Union Representative

Shad Axe
Union Representative

After calling the parties to order they presented to the Conciliator signed tentative agreements on the following:

- Article 9 - Personnel Files
- Article 13 - Lay off and Recall
- Article 22 - Insurances
- Article 27 - Special Duty Assignments

After reviewing the tentative agreements and receiving affirmation from the respective representatives the Conciliator accepted these tentative agreements. They are attached herein at the Appendix section of this award and at the request of the parties the Conciliator hereby incorporates these tentative agreements as part of the final report and they shall be deemed as

part of the conciliation award herein pursuant to Chapter 4117 of the O.R.C.

At this point the parties were instructed by the Conciliator as to the laws, as well as rules surrounding conciliation.

BACKGROUND

The bargaining unit consists of all employees in the classification of Deputy Sheriff and Corrections Officer. Deputies are regularly assigned to work in road patrol and the jail facilities along with specialized assignments. There are approximately seventy-seven (77) deputies and one (1) corrections officer. These figures represent a reduction over the past two years due to layoffs and attrition resulting from a lack of funds. There are also two additional bargaining units represented by the FOP. One bargaining unit consists of sergeants and lieutenants and the other includes dispatchers. These agreements are effective from December 16, 2003 until December 15, 2006. The Sheriff's office currently has 130 total employees as compared to 151 employees in 2003.

The parties met for purposes of negotiations on September 28, October 12, October 20, November 2, December 7, December 14, 2005. The parties met with a SERB appointed mediator on January 12, January 18, and February 2, 2006. A fact-finding hearing was held on February 16, 2006 before Charles Kohler. The Fact-finder issued his report on March 17, 2006. The Union rejected the Fact-finder's

report. The County took no action and was prepared to accept the Fact-finder's report.

For purposes of this conciliation the remaining items are:

- Article 16 - Filling of Positions
- Article 18 - Wages
- Article 25 - Training and Education
- New Article - Political Activity

ARTICLE 16 - FILLING OF POSITIONS

Currently the Sheriff has the discretion to make work assignments. The job descriptions of deputies include both road patrol and correction officer work. The Union is concerned that the Employer may be abusing his discretion by making assignments for punitive reasons. Following recent layoffs, the Sheriff assigned the most senior deputy from the road patrol to the jail.

The FOP contends that the assignment to jail was punitive in nature. To prevent the Sheriff taking such action the FOP proposes that job assignments be made by seniority.

The proposal of the Union would require that the Employer post all vacancies for a period of five consecutive work days. After the posting the Sheriff would be required to select the individual with the highest seniority among those deputies who applied for the position. Under the Union's proposal, only persons who applied for the position could be considered for employment.

Under the proposal of the Union, the Sheriff would no longer have any discretion in regard to assigning individuals to jobs. The Sheriff would have no ability to try to obtain a balance between experienced and inexperienced employees on particular assignments.

The Fact-finder found that the public interest is not well served if, for instance, only the least experienced employees were assigned to the jail. He felt it was important for the safety of citizens that a balance be obtained between experienced and inexperienced employees in various assignments. It was his finding in rejecting the proposal, that the FOP proposal would not allow this.

The Conciliator concurs with his colleague and in doing so makes the following award:

The Union's proposal for the filling of positions and requiring that the Employer post all vacancies for a period of five consecutive days is rejected and shall not be part of the Agreement.

The Sheriff has proposed that for certain specialized positions such as Detective Bureau, Major Crimes Unit, or DARE, a posting be required and applications be submitted. The Employer could then select the most qualified.

Having carefully considered all the parties' arguments, both written and oral, the Conciliator makes the following award:

Section 16.9 - Filling Specialized Assignments: Whenever the Employer determines to fill a vacancy in the detective bureau, major crimes unit or DARE officer, he shall post the notice of such vacancy for at least five days. During this period, employees may submit a notice of application for the vacancy. The Employer shall not be required to consider any applications not timely filed. After reviewing the applications, the Employer shall fill the position with the applicant who is most qualified. Nothing in this section shall be interpreted as limiting the Employer's right to transfer employees from these specialized assignments to other positions based on operational reasons.

ARTICLE 18 - WAGES

The Union is proposing that step increases be implemented in a new collective bargaining agreement. The Union notes that only five percent of the agreements with county sheriffs in Ohio do not have step increase provisions. It further points out that the Dispatcher's Unit in Fairfield County does have a step provision which includes five to six steps. In contrast the step provision proposed by the Union requires an employee to work fifteen years to get to the top step.

The Union asserts that the wages of the bargaining unit members are substantially below the wages in most similarly sized counties. The average of eighteen similarly sized counties for a top deputy is \$45,939 per year. The compensation for top deputy in Fairfield County is \$40,560, which is thirteen percent below the average. The Union asserts that one reason for the lower compensation is the lack of a step increase provision.

The Fact-finder recognized the value of providing step increases as he stated step increases reward employees as they become more experienced, and can help the Employer to retain experienced employees. He pointed out that designing a compensation system with step increases required an analysis of the optimal number of steps, as well as the rate at which employees advance through those steps.

In determining any wage rate increases neutrals must consider both the financial ability of the Employer to fund a wage increase, and the wages paid to employees doing comparable work who work in

similar jurisdictions. Comparables submitted by the Union suggests that a significant increase should be provided to bargaining unit members. However, the financial situation of Fairfield County requires that the wage increase be moderate. Any wage increase must avoid putting the sheriff in the position where additional layoffs may become necessary. Having reviewed the parties' respective written and oral presentations the conciliator makes the following award:

See Appendix II

The FOP proposes an implementation of shift differential and on-call-pay. The shift differential proposal would provide a differential \$0.20 per hour for any shift in which the majority of hours occur after 3:00 p.m. and before 7:00 a.m. Essentially, all shifts except the day time shift would be eligible to receive shift differential.

In addition, the FOP proposes an annual payment of \$500.00 to bargaining unit members who are assigned full-time to the detective position. The payment is to compensate the detectives because they usually have to be on-call during a portion of their off duty time. The shift differential pay and the on-call pay compensate individuals for their convenience. The Fact-finder found that these proposals have merit, but was concerned about the additional cost to the sheriff's office. Considering the economic situation of this county, the conciliator concurs that it would be unwise to implement these new programs at this time. Accordingly, the conciliator makes the following award:

The Union's proposed additions to sections 18.7 and 18.8 of the current Agreement shall not be adopted.

Currently, an employee in the classification of deputy who is appointed to serve as an Officer-in-Charge and to act in the place of a supervisor, receives an additional \$1.00 per hour. The Union proposes that this rate be increased to \$1.50. At the fact finding level the Fact-finder found that the Union did not present sufficient evidence to show that an increase in Officer-in-charge was warranted. The Conciliator can find no basis for which to overturn the Fact-finder's finding. Accordingly, the Conciliator makes the following award:

The current language in the Agreement for sections 18.2.

The Union proposes to increase longevity pay so that all employees with at least ten years employment receive longevity pay. Currently, only those employees hired prior to 1993 are eligible for longevity pay. In 2006, the amount of longevity pay was \$35.00 for each year of service. Currently only eight bargaining unit members are eligible for longevity pay.

The proposal by the Union represents a change from the current provision for longevity pay. The Fact-finder found that even though many other jurisdictions do provide substantially more in longevity pay, this Employer is not in a financial position to increase spending on longevity pay and rejected the Union's proposal. The Conciliator concurs with his colleague and makes the following award:

Current language in the Agreement concerning longevity pay shall be maintained.

Article 25 Training and Education

Currently, Article 25 requires that deputies who change assignments must meet job requirements as soon as possible consistent with applicable law.

The FOP proposed that language be added to the Article which requires the sheriff to provide training for all deputies who need training to comply with proficiency or certification requirements. The proposal also prohibits the sheriff from requiring anyone to work in an assignment who does not have the necessary training, or who lack proficiency or certification for the position.

The Union maintains that the language is necessary because the sheriff has been assigning deputies to positions without proper training. The example cited by the FOP is the assignment of road deputies to the jail following the layoffs which occurred in 2005.

The Employer asserts that it tries to provide as much training as possible for deputies. It points out that, in 2003, it provided over 1000 hours of training. However, the Employer states that its ability to provide more training has been hampered by its recent financial problems.

The Employer points out that in addition to paying for the training, it must pay the employee his/her regular wages.

In addition, it is often necessary to hire another employee at the overtime rate to replace the employee being trained. The

Employer argues that the true cost of training is equal to the cost of training plus two and one-half times the trainee's regular wage rate.

The Fact-finder found that the jail employees are required to have two weeks training during their first year of assignment. The sheriff is therefore not violating state standard for jails as long as the training is completed during the first year of the assignment. The sheriff has also stated that he is in the process of sending six deputies to jail certification training.

The Union notes that certification is required in order for deputies to act as K-9 officer or to administer an alcohol breath test. Certification is also necessary for various other areas. The Fact-finder found that evidence did not show that the sheriff is out of compliance with any mandatory requirements. Providing training is an important function of the sheriff, but the cost of training is significant. Since it was not shown that a problem exists in regard to training, the Fact-finder did think this was the proper time to propose new requirements with financial implications. In this regard the Conciliator concurs with his colleague and makes the following award:

The current language in Article 25 shall be retained in the Agreement.

NEW ARTICLE - POLITICAL ACTIVITY

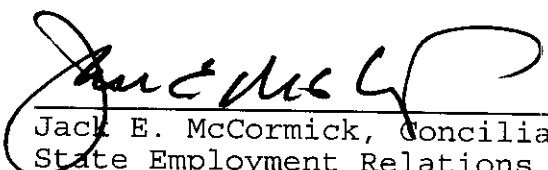
Previously the Union proposed a new article, which would allow members of the bargaining unit to participate in partisan politics.

Such activities are now prohibited by Ohio Revised Code section 124.57. That proposal would have overridden the statutory provisions and would have allowed a bargaining unit member to participate in certain partisan political activities. The proposal would have specifically allowed employees to participate in the FOP's political screening committee.

The FOP's proposal at conciliation specifically permits employees to participate in non-partisan political activity, including being a candidate for a non-artisan office such as a member of a board of education.

The Employer proposes the sheriff be required to comply with "applicable law". After considering the parties' arguments and legal briefs which were submitted on this particular issue, and after conducting his own legal research, the conciliator believes that the Employer's proposal is the only proposal that would pass legal muster. Accordingly, the conciliator makes the following award:

There shall be a new Article 28 in the Agreement which shall read at Section 28.1: The Employer shall not promulgate rules concerning political activity that are more restrictive than applicable law.



Jack E. McCormick, Conciliator
State Employment Relations Board
June 6, 2006

APPENDIX I

ARTICLE 9 PERSONNEL FILES

Section 9.1. Inspection of Files Copies: The Employer shall maintain a log-in/log-out sheet to establish a record of persons reviewing the personnel files. Each employee may inspect that employee's own personnel file maintained by the Employer at any reasonable time, and shall, upon request, receive a copy of any documents contained therein. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to the actual cost of copying. An employee shall be entitled to have a representative of the employee's choice accompany the employee during such review. The employee shall receive a copy of any document in its final form after the employee signs it.

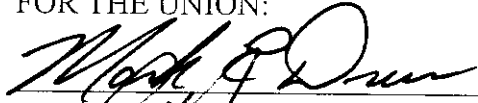

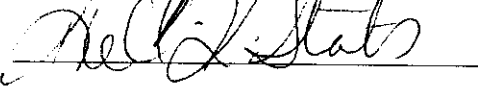
If a member of the public makes a public records request for an employee's personnel file, the Employer shall notify the employee that such a request has been made and identify the requestor. The employee may request a meeting to review the personnel file prior to release to the member of the public. The employee may present reasons to the Employer if applicable, concerning reasons why certain documents should not be released. The parties agree that, absent extenuating circumstances, the Employer shall not be obligated to delay its reply to the requesting party more than twenty-four (24) hours after it notifies the employee of the request. **No information which is not required by law to be disclosed shall be disclosed in response to a public records request.**

Section 9.2. Right to Respond: If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the employee's file. If the Sheriff concurs with the employee's contentions, the Sheriff shall place a correcting document in the file. If the Sheriff disagrees with the employee's contention, the Sheriff shall attach the employee's memorandum to the document in the file and note thereon that the Sheriff disagrees with the memorandum's contents. An employee's signature on a document shall mean the employee has seen the documentation and not that the employee agrees with its content unless it is so stated on the document. No anonymous material of any type shall be included in the employee's personnel file **and no community feedback forms shall be maintained in an employee's file if the employee notifies to Employer that they do not want them kept in the personnel file.**



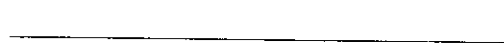
Section 9.3. Duration of Discipline Records: Records pertaining to counseling shall not be placed in an employee's file. Records of oral reprimand shall cease to have force and effect twelve (12) months from the date of issuance, providing no intervening discipline has occurred. Written reprimands shall cease to have force and effect twenty-four (24) months from the date of issuance, provided no intervening discipline has occurred.

Any record of discipline of any kind shall cease to have force and effect thirty-six (36) months from the date of issuance, and shall not be used in future discipline providing no intervening discipline has occurred. In any case in which a disciplinary action of record is rescinded, the employee's personnel file shall clearly reflect such action. Upon request of the member, outdated records shall be removed from the member's personnel file and stored in a separate area to aware disposition by the proper method as provided for in the Ohio Revised Code.

FOR THE UNION:

FOR THE EMPLOYER:

Date Tentatively Agreed: 5-30-00

ARTICLE 13
LAYOFF AND RECALL

Section 13.1. Reasons for Layoff: The Employer may lay off employees in the bargaining unit for reasons of lack of work, lack of funds, or job abolishment. The Employer shall have the burden of establishing the need for a layoff. It is understood and agreed that no provisions of Civil Service Law or Rules shall apply to layoffs.

Section 13.2. Notification: The Employer shall notify and meet with the Labor Council no less than thirty (30) calendar days prior to any impending abolishment or layoff of personnel to discuss alternatives and/or establish the displacement orders. The layoff list and displacement order shall be posted on Office bulletin boards (including Labor Council bulletin boards) ~~fifteen~~ **(15) twenty-one (21)** calendar days prior to the effective date of the abolishment or layoff.

Section 13.3. Layoff: When it becomes necessary to reduce the number of bargaining unit employees in the employee of the Employer, such reduction shall be ~~initially by classification in accordance with each employees' classification~~ **departmental** seniority within the Sheriff's Office.

Bargaining unit employees shall have no bumping rights.

The order of layoff shall be as follows:

- A. Temporary, part-time, seasonal or intermittent;
- B. Employees serving an initial probationary period;
- C. Fulltime employees who have completed their probationary periods.

Layoffs of non-probationary bargaining unit employees shall be in the inverse order of seniority.

Section 13.4. Recall: Recalls after layoff shall be in inverse order of layoff by classification from which the employee was laid off. **However, any member who takes a voluntary layoff shall be the last recalled.** Laid off employee shall maintain recall rights for a period of one (1) year. Any employee who refuses a recall to a position shall be removed from the recall list.

Section 13.5. Recall Notice: Notice of recall shall be sent to the employee by certified mail with a copy to the Fraternal Order of Police, Ohio Labor Council, Inc. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, and return receipt requested to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with a written notice of any change of address and/or telephone number during the employee's period of layoff.

Section 13.6. Reporting: An employee recalled from a layoff shall have ~~fourteen (14)~~ **seven (7)** calendar days following receipt or attempted delivery of the recall notice in which to **notify the Employer of his/her intent to report for duty and shall have fourteen (14) days to report,** unless a later date for returning to work is otherwise specified in the notice. The time limits provided in this section may be extended by the Employer if circumstances beyond the control of the employee prevented timely repose by the employee to the recall notice.

Section 13.7 The Employer agrees that it will not use special or auxiliary deputies in order to avoid recalling bargaining unit employees who are on layoff.

FOR THE UNION:

Mark E. Quinn
[Signature]
Steve Stabs

FOR THE EMPLOYER:

[Signature]
Sherry Dawn Pluhon

Date Tentatively Agreed: 5-30-06

ARTICLE 22

INSURANCES

Section 22.1. Health Insurance: The Employer shall make available to bargaining unit employees general insurance and hospitalization, including supplemental benefits, that is equal to the coverage provided to other non-bargaining unit employees of the county that are totally funded by the general fund.

Section 22.2. Selection of Coverage: Employees electing supplemental benefits (e.g. vision, dental, prescription drug, etc.) may only elect the category which corresponds to their health care category (i.e., single or family).

Section 22.3. Premium Sharing: ~~The Employer agrees to provide payment for health insurance premiums that is equal to the premiums that are paid for other non-bargaining unit employees of the county who are totally funded by the general fund.~~ **Bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single coverage shall not exceed \$75 per month and for family coverage shall not exceed \$170 per month.**

Section 22.4. Life Insurance: The Employer agrees to provide, at no expense to the employee, term life insurance in the amount of the employees' yearly salary rounded up to the next one thousand dollars (\$1,000) not to exceed fifty thousand dollars (\$50,000).

Section 22.5. Modification to Coverage: The determination of carriers and/or method of providing insurance rests with the Employer. Any change in carriers, coverage, or methods of providing insurance which would effect the bargaining unit in any way shall be discussed with the Labor Council prior to implementation. The Employer may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after notice, and discussions with the Labor Council. Minor adjustments of deductibles, co-pays, etc., shall not be considered as a reduction of benefits.

Section 22.6. Administrative Issues: Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the Employer for the employees' share of the health insurance premium.

Any re-enrollment or reinstatement of any employee to the insurance plan shall be subject to the re-enrollment provisions.

Section 22.7. Indemnification: The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of the employee's official and/or assigned duties in accordance with applicable law.

Section 22.8. Pre-Tax Plan:

Employees premium sharing shall be deducted prior to taxes as allowed by an I.R.S. 125 Plan.

FOR THE UNION:

Mark P. Quinn

[Signature]
Keith Stals

FOR THE EMPLOYER:

Ac. Fisher

Sherry Dawn Phelan

Date Tentatively Agreed: 5/20/06

ARTICLE 27
SPECIAL DUTY ASSIGNMENTS

Section 27.1 Rates: All qualified employees of the Sheriff's Office may be hired by various business or organizations of the community, with the advance approval of the Sheriff (or designee) to work special duty assignments. Payment for said service should be made by the hiring party at a rate of no less than twenty-two dollars, **fifty cents** (\$22.50) per hour, or prevailing wage as offered by the hiring parties whichever is higher with a three (3) hour minimum. **Effective July 1, 2006, the special duty rate shall be twenty-five dollars (\$25) per hour.** Should an outside Employer hire six (6) Deputies to perform at the same function, at the same time; one (1) Deputy must be a Sergeant or Lieutenant for each six (6) Deputies hired. Such Supervisors shall be paid at the rate of at least twenty-five dollars (\$25.00) per hour. If a cruiser is needed, the rate will be five dollars (\$5.00) per hour. All special duty shall be consistent with the policies and directions of the Sheriff's Office.

Section 27.2. Qualifications: The Sheriff (or designee) will work with the agency hiring Special Duty Deputies to assign the proper number of Deputies and Supervisors to handle each event making sure that adequate relief is provided.

The basic qualifications for special duty assignments are as follows:

- A. A current Ohio certification for law enforcement officers;
- B. Current firearms qualification;
- C. A current commission from the Fairfield County Sheriff.
- D. Not currently on medical leave or administrative leave.

Section 27.3. Assignments: Special duty assignments will be made available in the following manner:

- A. The Sheriff (or designee) shall attempt to rotate such work opportunities **based on departmental seniority**, among all qualified fulltime Deputies of the Sheriff's Office, who have a written request for such work on file with the Special Duty Office. The Sheriff (or designee) shall maintain a list of eligible employees in each bargaining unit.
- B. An exception is when a business or organization requests, **in writing**, a certain fulltime Deputy, then the requested Deputy will be assigned upon the approval of the Sheriff (or designee). The Sheriff (or designee) shall maintain a list of eligible employees in each bargaining unit.
- C. When the Sheriff (or designee) has forty eight (48) hours or less to fill a detail, excluding holidays, which will add another twenty-four (24) hours for a total of seventy-two (72) hours, the Sheriff (or designee) may assign any qualified employee. The Sheriff (or designee) will attempt to equalize these opportunities as they occur.

- D. The Sheriff (or designee) will always make a reasonable effort to use regular Deputies, who have signed up for Special Duty with the Special Duty Office, before attempting to use Reserve Deputies.
- E. Once a Deputy has accepted a Special Duty detail, the Deputy is to make sure the detail is worked or the Deputy must obtain their own replacement. The Special Deputy Office must be notified of the change by the next business day.


Section 27.4. Other Assignments: The Sheriff reserves the right to withhold a Deputy's opportunity to participate in the Special Duty details for infractions during details or for violations of the rules of conduct as a form of discipline.

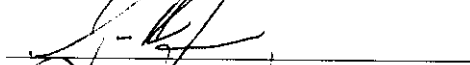
The Sheriff reserves the right to continue any current contracts and to enter into further contracts such as the Bremen, Pleasantville, Stoutsville and Pickerington School contracts according to Section 311.29 or the O.R.C. and the Assistant Prosecuting Attorney, Patrick Harris' written opinion dated November 2, 2000.

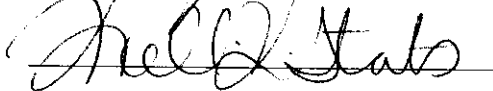
All rules, regulations and orders of the Sheriff's Office shall apply to employees working Special Duty details unless specifically waived the Sheriff (or designee).

The parties agree that any extra duty/special duty performed by a bargaining unit member under this Article shall not be considered overtime. This Article does not apply to other part-time "non-law enforcement-type" employment an employee may work during off duty hours. This Article shall not be subject to the grievance procedure above Step 4.

FOR THE UNION:

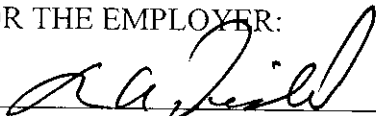







Date Tentatively Agreed: 5/30/06

FOR THE EMPLOYER:





APPENDIX II
ARTICLE 18 - WAGES

Section 18.1. Wage Rates:

THE DEPUTY PAY PLAN SHALL CONSIST OF ELEVEN (11) INDIVIDUAL STEPS WITHIN A SINGLE PAY GRADE THROUGH WHICH BARGAINING UNIT MEMBERS SHALL MOVE Laterally (FROM STEP ONE TO STEP SEVEN) AS DEPICTED BELOW:

STEP 1 SHALL BE A TRAINING RATE AND SHALL BE THE HIRING RATE EXCEPT THAT THE COUNTY MAY START A NEW HIRE AT STEP 2 IF HE/SHE IS CURRENTLY CERTIFIED AS HAVING COMPLETED THE OHIO PEACE OFFICERS TRAINING PROGRAM AND HAS PROVEN LAW ENFORCEMENT EXPERIENCE.

BARGAINING UNIT MEMBERS SHALL ADVANCE TO EACH CONSECUTIVE STEP ON THE FIRST DAY OF THE PAY PERIOD FOLLOWING COMPLETION OF NOTED YEARS OF SERVICE.

EFFECTIVE THE FIRST PAY AFTER JANUARY 1, 2006 THE FOLLOWING WAGE SCALE SHALL BE:

Step	Hire	1 Year	3 Year	5 Year	7Year	8 Year	9 Year	10 Year	12 Year	13 Year	15 Year
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Deputy	1	2	3	4	5	6	7	8	9	10	11
	\$14.50	\$14.79	\$15.09	\$15.38	\$15.99	\$16.63	\$17.30	\$17.99	\$18.71	\$20.15	\$21.06



EFFECTIVE THE FIRST PAY AFTER JANUARY 1, 2006 THE FOLLOWING WAGE SCALE SHALL BE:

Corrections

Step	Hire	1 Year	3 Year	5 Year
	Step	Step	Step	Step
Hourly Rate	1 \$13.94	2 \$14.50	3 \$15.09	4 \$15.50

EFFECTIVE THE FIRST PAY AFTER JANUARY 1, 2007 THE FOLLOWING WAGE SCALE SHALL BE:

Corrections

Step	Hire	1 Year	3 Year	5 Year
	Step	Step	Step	Step
Hourly Rate	1 \$14.22	2 \$14.79	3 \$15.39	4 \$15.81

EFFECTIVE THE FIRST PAY AFTER JANUARY 1, 2008 THE FOLLOWING WAGE SCALE SHALL BE:

Corrections

Step	Hire	1 Year	3 Year	5 Year
	Step	Step	Step	Step
Hourly Rate	1 \$14.50	2 \$15.09	3 \$15.70	4 \$16.00

Section 18.2. Officer in Charge: Any employee in the classification of Deputy appointed by the Employer as Officer-In-Charge to act in the place of a supervisor shall receive an additional one dollar (\$1.00) per hour for all hours worked in such position.

Section 18.3. Canine Corps: The Employer shall comply with the provisions of the FLSA as it relates to canine employees.

Section 18.4. Call-In/Court Time: An Employee prescheduled for overtime or called in or scheduled for court outside the employee's regularly scheduled shift, which time does not abut the employee's regularly scheduled shift, shall be paid for all time actually worked, but in no

event will the amount be less than three (3) hours' pay at the appropriate rate of pay.

Any employee called in to rectify the employee's own error shall be credited with the actual time worked at the employee's regular rate of pay and not with the minimum premium herein stated.

Section 18.5. Field Training Officer: Any employee appointed by the Employer as a Field Training Officer shall receive an additional seventy-five cents (\$.75) per hour for all hours that a trainee is with them.

Section 18.6. Longevity Pay: Effective December 16 2002, Employees hired prior to 1992 shall receive twenty-five dollars (\$25.00) for each year of service. Longevity pay shall be added to the employee's base rate of pay. Effective January 1, 2004, longevity pay shall increase to thirty dollars (\$30.00) for each year of service. Effective January 1, 2005, longevity pay shall increase to thirty-five (\$35.00) for each year of service and shall apply to all employees hired prior to 1993.

Section 18.7. PERS Pick-Up: The Employer shall make a "designated PERS pick-up" of each employee's statutory-required contribution to the Public Employees Retirement System of Ohio (PERS) so as to permit the treating of an employee's contribution to PERS as a deferred annuity for personal income tax purposes. The implementation of the "designated pick-up" shall not result in either an increase or decrease to an employee's gross income.

EFFECTIVE THE FIRST PAY AFTER JANUARY 1, 2007 THE FOLLOWING WAGE SCALE SHALL BE IN EFFECT, WHICH REPRESENTS A TWO PERCENT (2%) WAGE INCREASE:

Step	Hire	1 Year	3 Year	5 Year	7Year	8 Year	9 Year	10 Year	12 Year	13 Year	15 Year
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Deputy	1	2	3	4	5	6	7	8	9	10	11
	\$14.79	\$15.09	\$15.39	\$15.69	\$16.31	\$16.98	\$17.65	\$18.35	\$19.08	\$20.55	\$21.48

EFFECTIVE THE FIRST PAY AFTER JANUARY 1, 2008 THE FOLLOWING WAGE SCALE SHALL BE IN EFFECT, WHICH REPRESENTS A TWO PERCENT (2%) WAGE INCREASE:

Step	Hire	1 Year	3 Year	5 Year	7Year	8 Year	9 Year	10 Year	12 Year	13 Year	15 Year
	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step	Step
Deputy	1	2	3	4	5	6	7	8	9	10	11
	\$15.09	\$15.39	\$15.70	\$16.00	\$16.64	\$17.30	\$18.00	\$18.72	\$19.47	\$20.96	\$21.91

THE CORRECTION OFFICER PAY PLAN SHALL CONSIST OF FOUR (4) INDIVIDUAL STEPS WITHIN A SINGLE PAY GRADE THROUGH WHICH CORRECTION OFFICERS SHALL MOVE Laterally (FROM STEP ONE TO STEP FOUR) AS DEPICTED BELOW:

STEP 1 SHALL BE A TRAINING RATE AND SHALL BE THE HIRING RATE. BARGAINING UNIT MEMBERS SHALL ADVANCE TO EACH CONSECUTIVE STEP ON THE FIRST DAY OF THE PAY PERIOD FOLLOWING COMPLETION OF NOTED YEARS OF SERVICE.

CERTIFICATE OF SERVICE

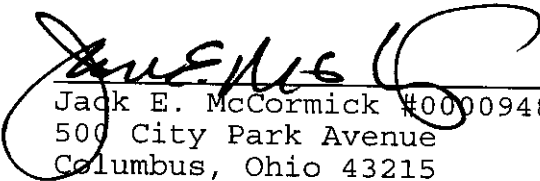
I hereby certify that a copy of the enclosed Conciliator's Award in Fraternal Order of Police, Ohio Labor Council and Fairfield County, Ohio, Sheriff Employer was mailed, via ordinary mail, postage prepaid, this 6th day of June, 2006, to:

Marc A. Fishel, Esquire
Downs, Hurst & Fishel
400 South Fifth Street
Suite 200
Columbus, Ohio 43215

Mark Drum
Staff Representative [REDACTED]
Fraternal Order of Police
Ohio Labor Council
222 East Town Street
Columbus, Ohio 43215

and

J. Russell Keith
Acting Administrator
Bureau of Mediation
State Employment Relations Board
85 East State Street, 12th Floor
Columbus, Ohio 43215-4213



Jack E. McCormick #0000948
500 City Park Avenue
Columbus, Ohio 43215
telephone: 614-221-2718
facsimile: 614-221-2719
Conciliator