

2009 SEP 25 A 11: 43

**IN THE MATTER
OF
CONCILIATION
OPINION & AWARD**

FRATERNAL ORDER OF POLICE,

OHIO LABOR COUNCIL, INC.

(Lieutenant & Sergeants)
(Gold Unit)

V

THE BROWN COUNTY

SHERIFF

CASE NO. SERB 08-MED-10-¹²⁵⁰~~01256~~

FACT FINDER: JOHN S. WEISHEIT

ISSUE: CONCILIATION

DATE OF HEARING: SEPT. 15, 2009

DATE OF AWARD: SEPT. 24, 2009

HEARING LOCATION: GEORGETOWN, OH

REPRESENTATION

<u>Employer Representatives</u>	<u>Union Representatives</u>
<p>Benjamin S. Albrecht, Esq. DOWNES FISCHEL, HASH, KIM LLP 400 S. FIFTH ST., SUITE 200 COLUMBUS, OH 43215</p>	<p>Mark Scranton, FOP, LOC, Inc. Staff Rep. 5752 Cheviot Rd. Suite 200 Cincinnati, OH 45247-7100</p>
<p>Ralph Jennings, Brown Co. Commissioner William R. Geschwind, Brown Co. Comm. Margery Paeltz, Brown Co. Commissioner Beverly Gallimore, Clerk- Commissioners</p> <p>Billing Invoice: Brown County Commissioners 800 Mt. Orab Pike Suite 101 Georgetown, OH 45121</p>	<p>Sgt. Latessa Ellis, Jail Administrator BCSO Sgt. Jamey Sininber, Road Patrol</p> <p>Billing Invoice: Cathy Brockman, Exec. Dir. FOP, OLC, Inc. 222 E. Town St. Columbus, OH 43215</p>

BACKGROUND

This matter was brought before Conciliator John S. Weisheit, to attain a Collective Bargaining Agreement (CBA) between the Brown County Sheriff, hereinafter referred to as the "Employer" and/or the "Sheriff," and the Brown County Deputy Sheriff's Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter, referred to as the "Union" and/or the "FOP", under terms of ORC §4117, the rules, policies and related procedures of the Ohio State Employment Relations Board. The bargaining unit consists of seven officers. The parties seek a successor Agreement to the expiring CBA.

The parties have engaged in a number of negotiation sessions as well as fact finding, as provided for under terms of ORC 4117. The parties have reached tentative agreement on all but three issues at the time of fact finding. The Fact Finder's recommendation did not render agreement on the same three issues addressed.

This Conciliator was selected in keeping with ORC 4117. A Conciliation Hearing was scheduled and convened on September 15, 2009. It was held at the County Administrative Offices in Georgetown. Prior to formally opening the Conciliation, the parties requested an opportunity to engage in a caucus. In the course of about 2 hours the parties entered the Hearing room and announced that they had reached a consensus in principle regarding the three remaining issues. They asked the Conciliator to immortalize their agreement to terms in addition to the remaining tentatively agreed to terms of the successor Agreement.

This Conciliator agreed with the joint request and hereby directs that the successor Agreement consists of terms tentatively agreed to by the parties in the course of negotiations and through the fact finding process. It is further determined the Agreement include the three previously unresolved issues, be included as agreed to by authorized representatives of the parties. The following issues shall be included at the Conciliation Hearing and attached to this Conciliator's Report as His Exhibit #1, - Memorandum of Understanding; Exhibit #2 - Article 25 Hospitalization; Exhibit #3 – Article 24 Wages; and Exhibit # 4 – Termination.

TOTALITY OF AGREEMENT

- This will affirm the foregoing report includes the findings, determinations, and recommendation of all issues to be included in the Agreement between the parties.
- The Agreement is to include all terms tentatively agreed to by the parties prior to and at the Conciliation Hearing (Exhibit – A). All terms of the expiring agreement not a subject of bargaining or lacking action of the parties to removed from the Agreement shall be included in the Agreement as found in the expiring agreement.

To the best of my knowledge, said Report and the included determinations comply with applicable provisions of the Contract between the parties, applicable Sections of ORC 4117 and related SERB Rules and Regulations.

I therefore affix my signature at the City of **Galion**, in the County of **Crawford**, in the State of **Ohio**, this date of **September 26, 2009**.

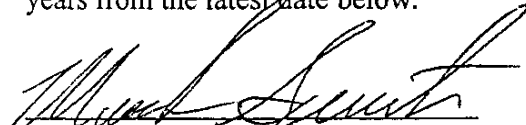

John S. Weisheit, Conciliator



Memorandum of Understanding
Brown County Sheriff's Office
And
Fraternal Order of Police, Ohio Labor Council, Inc.
(Gold Unit)

The parties agree that should the above-parties proceed to factfinding and/or conciliation during the negotiations of the successor collective bargaining agreement for the Gold Unit upon the expiration of the parties' collective bargaining agreement on March 31, 2010, the parties waive the provisions of R.C. 4117.14(G)(11) in regard to all matters of compensation or with cost implications which may be awarded by a Conciliator in accordance with Chapter 4117.

The parties further agree that the terms of this Memorandum of Understanding shall expire upon the signing of the successor collective bargaining agreement, but in no event three (3) calendar years from the latest date below.


FOR THE UNION

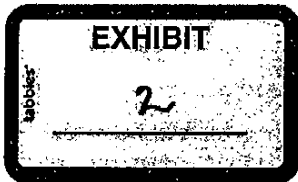
9-15-09
Date


FOR THE EMPLOYER

9/15/09
Date

BSA

MBA



Brown County Sheriff's Office and FOP/OLC

Article 25
Hospitalization

- A. The Brown County Sheriff's Office will offer medical insurance coverage for eligible bargaining unit employees pursuant to the same terms and conditions as insurance is offered to all other non-bargaining, General Fund Brown County employees, except where such terms and conditions are expressly modified by this Article. The Brown County Sheriff's Office will contribute the same amount for each employee's monthly health care premiums as is contributed to other non-bargaining County General Fund employees for coverage, except that the Employer shall contribute a minimum of seventy percent (70%) of the monthly premium toward the cost of the employee's insurance premium. It is agreed and understood that the schedule of benefits for bargaining unit employees electing insurance coverage shall be the same as procured by the Board of County Commissioners and set forth for all other Brown County non-bargaining General Fund employees, including all conditions, payments and premium contributions as specified or required by individual carriers/providers of the health insurance plan and/or the County.

Effective
April 1,
2009

In the event the County utilizes a Health Savings Account ("HSA"), the County will partially fund the HSA of bargaining unit employees electing coverage in the following amounts:

- Single Coverage: \$1260
- Employee and Spouse: \$2500
- Employee and Child: \$2500
- Family: \$2500

The Employer's portion of the employee's HSA will be funded in pro-rata monthly contributions.

In the event it is necessary to raise the HSA deductible amounts in effect on April 1, 2009 for cost containment purposes, the Employer will meet in good faith, consider options and discuss the effects of the change(s) with the Union upon the written request of the Union. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.

Additionally, the Brown County Sheriff's Office will match up to an additional forty dollars (\$40) per month of employee contributions to the HSA up to a maximum of four hundred eighty dollars (\$480) per year.

It is further agreed and understood that during the term of this Agreement, such individual carriers/providers may, through no fault of the Employer, Union, or employees cease coverage. Should such occur, any employee adversely affected shall be given the opportunity to enroll with an alternative carrier with the appropriate premium rates

Brown County Sheriff's Office and FOP/OLC

effects of the changes. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.

- F. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies or plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the Employer, bargaining unit member or beneficiary of any bargaining unit member.

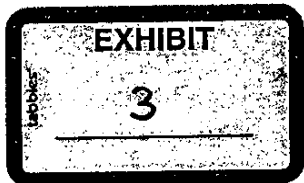
- G. Employees who are eligible for the County's health insurance and waive coverage and at the completion of twelve (12) months without coverage shall receive a payment of one thousand dollars (\$1000) per year by way of separate check. Employees will be required to show they have proof of health insurance coverage to be eligible for payment. Additionally, in order to be eligible for the waiver payment of \$1000, the employee must establish that they are not receiving medical insurance benefits through another family member working for Brown County. In the event that the employee opts back into the coverage during the twelve (12) month period, the employee will be paid a pro-rata portion of the bonus for each month during which he/she opted out of coverage. Employees who are not enrolled in the Health Plan shall be eligible for payment on April 1 of each year, provided that they are otherwise eligible pursuant to the above terms.

FOR THE UNION:

FOR THE EMPLOYER:

Date Tentatively Agreed: _____

BSA



A handwritten signature in black ink, appearing to be "MCS", located in the top right corner of the page.

**ARTICLE 24
WAGES**

- A. Effective January 1, 2009, bargaining unit employees will receive an increase to their base salary of forty-five cents per hour (\$0.45/hr) prior to longevity pay adjustments.
- B. Longevity Pay

Length of Service with the Brown County Sheriff's Office

5 years	\$0.10/hr.
10 years	\$0.15/hr.
15 years	\$0.20/hr.
20 years	\$0.25/hr.

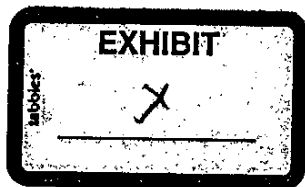
C. Off Duty Details

- 1. New details will be posted for sign up. For the first ninety-six (96) hours of posting, every Deputy (including Sergeants and Lieutenants) will only be permitted to sign up for one detail based upon seniority. After the first 96 hours, the details are open for any eligible employee.
- 2. Bumping a less senior Deputy (including Sergeants and Lieutenants) is not permitted within seven (7) calendar days of the detail.
- 3. If a senior Deputy (including Sergeants and Lieutenants) bumps a less senior Deputy (including Sergeants and Lieutenants) from a detail and is not able to work the detail, the detail reverts back to the original Deputy signing up for the detail.
- 4. Employees who sign up for a detail but decide to cancel within forty-eight (48) hours of the off duty detail, the employee is required to obtain a replacement to fill the detail.
- 5. In the event an employee fails to show for a detail for which they signed-up, the employee is ineligible to sign up for any further off duty details for a period of thirty (30) calendar days.

C. Voluntary Fitness Bonus

Annually, at a time established by the Employer, employees may voluntarily participate in a physical fitness review. Employees voluntarily completing and passing modified OPOTA physical fitness standards attached to this Agreement are eligible to receive an annual payment fitness bonus of three hundred dollars (\$300). The Employer reserves the right to modify the fitness standards or discontinue the voluntary fitness bonus provided advanced notice is provided to the Union.

Participation in the Employer's fitness program is entirely voluntary. Employees choosing not to participate shall not be eligible for the bonus.



MJK

Brown County Sheriff's Office and FOP/OLC

D. Off Duty Detail Rate

Effective April 1, 2009, the hourly off-duty detail for employees working off-duty details shall not be less than \$22.95. Rate increases will be the same as those negotiated in the non-Supervisors agreement.

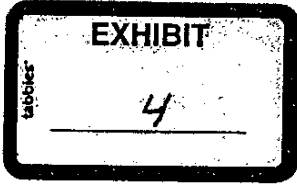
FOR THE UNION:

FOR THE EMPLOYER:

Date Tentatively Agreed: _____

BSA

MJB



Brown County Sheriff's Office and FOP/OLC

**ARTICLE 34
TERMINATION**

- A. This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Employer and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, which is subject to collective bargaining whether or not such subject or matter is referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

- B. This Agreement shall become effective as of January 1, 2009, except as otherwise indicated herein, and shall remain in effect up to and including March 31, 2010.

- C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

FOR THE UNION:

FOR THE EMPLOYER:

Date Tentatively Agreed: _____

**WEISHEIT
ARBITRATION**

John S. Weisheit, N.A.A.
Voice 419.462.5228
Fax 419.462.1230

1000 The Grand Way, S. • Gallien, OH 44633

September 25, 2009

Benjamin S. Albrecht, Esq. DOWNES, FISCHER, HASH, KIM LLP 400 S. Fifth St. , Suite 200 Columbus, Oh 43215	Mark Scranton, FOP, LOC, Inc. Staff Rep. 5752 Cheviot Rd. Suite 200 Cincinnati, OH 45247-7100
Case no(s): Parties: Issue: Site:	SERB 08-MED-10-01256 FOP.OLC, INC. V BROWN CO. SHERIFF CONCILIATION GEORGETOWN, OHIO

Messrs. Albrecht and Scranton:

Enclosed is the Opinion and Award in the above cited case. Also included find the Invoice for professional services and related expenses. This is submitted in keeping with the terms of the Contract and understandings at the Hearing.

Also enclosed find a signed Form W-9.

If there are questions or additional information is needed, do not hesitate to contact me.

From time to time, I am asked to submit recent awards for publication in professional journals such as CCH and BNA for educational use and reference by labor dispute resolution advocates and neutrals. I make such submissions only with the consent of both parties. If you do not object to this award being submitted no response is necessary. If you do not wish the award published for any reason, just notify me within thirty days of the date of this letter.

Thank you for the opportunity to be of service.

Sincerely,

John S. (Jack) Weisheit
JSW:jw
cc Brown County Commissioners
enc