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STATE EMPLOYMENT RELATIONS BOARD
CASE NO(s):14-MED-09-1141; 1142; 1143 & 1144

In The Matter Of The Conciliation Between:

BROWN COUNTY SHERIFF)	Contract Issues:
)	(Wages & Health Insurance)
-AND-)	
)	
FRATERNAL ORDER OF POLICE,)	
OHIO LABOR COUNCIL, INC.)	

ATTENDANCE:

For The Sheriff:

Benjamin Albrecht	Representative
Daryll R. Gray	Brown County Commissioner

For The Union:

Tonya Sapp, Esq.,	General Attorney
Mark Scranton	Representative
Brandon Johnson	Representative
Charles Ernst	Representative
Buddy Moore	Representative
Jamie Watters	Representative
Dana Fultz	Representative
Chad Noble	Representative

BEFORE ALAN MILES RUBEN, CONCILIATOR

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BACKGROUND:

The Employer, Brown County, Ohio, occupies a land area of some 491.8 square miles in southwestern, Ohio, and is inhabited by 44,264 residents, (2013 estimate). It is bordered on the east by Adams County, and on the west by Clarmont County. Clinton County and Highland County border on the North. The County seat is Georgetown Village (population 4,488 - 2013 estimate).

Through its Sheriff's Office, the County operates a jail, and provides road patrol, crime prevention and detection, and emergency medical transportation services.

The employees of the Sheriff are organized into two Collective Bargaining Units. One Unit consists of five promoted Deputies, classified in the ranks of Sergeant and Lieutenant. The second Bargaining Unit consists of forty employees classified as Corporals, Deputy Sheriffs, Corrections Officers, Clerks and EMTs'. Both Units are exclusively represented by the Fraternal Order of Police/Ohio Labor Council. The separate Contracts for

each Unit expired on December 31, 2014, and negotiations for successor Agreements were conducted jointly.

The parties met to bargain the new Agreements on October 31st, November 17th, December 11th, and December 17th, 2014, but were unsuccessful in resolving all outstanding issues. Impasse was declared and on January 21, 2015, Gregory P. Szuter was appointed Fact-Finder by the State Employment Relations Board.

In a Report, issued on May 19, 2014, the Fact-Finder made recommendations with respect to issues raised by the parties over the text of seven Articles of the expired Agreements:

Article 8, Hours of Work and Overtime;
Article 20, Educational Program;
Article 21, Equipment;
Article 23, Grievance Procedure;
Article 24, Wages;
Article 25, Hospitalization;
Article 36, Duration.

The parties tentatively agreed to accept the recommendations of the Fact-Finder on all disputed issues.

However, the Fact-Finder's Recommendations were rejected by the Board of County Commissioners, and the rejection gave rise to the present conciliation proceedings.

The undersigned was appointed Conciliator by the State Employment Relations Board. At the direction of the parties, an evidentiary hearing was held on August 20, 2015 at the Brown County Communications Center in Georgetown, Ohio. Thereat, all issues relating to the provisions of the successor Contracts were deemed to have been resolved either through negotiations or the adoption of the Fact-Finder's recommendations, with the exception of Article 24, "Wages" and Article 25, "Hospitalization" (Health Insurance). The relevant terms of these two Articles are the same in each Contract and constitute the sole subject of this Conciliation proceeding.¹

¹The parties confirmed at the outset of the Conciliation hearing that the Conciliator is to consider only the parties final offers for those two Articles. The parties also agreed to waive the appointment of a Court Reporter and the preparation of a transcript of the hearing.

The Advocates for the parties offered opening statements and made evidentiary presentations with respect to each unresolved issue.

At the conclusion of the hearing, in consideration of the discharge cases which had closed earlier on the Conciliator's arbitration docket, the parties graciously extended the time within which he might issue his Award to October 23, 2015.

In making his Award the Conciliator has carefully considered the factors set forth in O.R.C. Section 4117.14(G)(7), the final proposals of the parties and the recommendations of the Fact-Finder on the issues before him.

UNRESOLVED ISSUES:

1. Article 24 - "Wages":

A. The Expired Contract:

The pay scales set forth in Article 24 of both Agreements had provided hourly wage increases of \$0.50 for 2012, \$0.30 for 2013 and \$0.30 for 2014. Longevity pay was also provided at the hourly rates of \$0.20 after

five years, \$0.25 after ten years and \$0.30 after fifteen years and \$0.35 after twenty years.

Employees assigned for the night shift (6:00 p.m. to 6:00 a.m.) received a per hour shift differential of \$0.50.

Employees working off-duty details received \$24.50 an hour in 2012, \$25.00 an hour in 2013 and \$25.50 an hour in 2014.

B. The Union's Final Offer:

The Union adopted the Fact-Finder's recommendation as set forth below:

C. The Sheriff's Final Offer:

The Sheriff proposes a slightly modified version of the Fact-Finder's recommendation. Effective after the issuance of the Conciliation Award, wage rates for 2015 for all members of each Bargaining Unit would increase by 2.0%.

The Fact-Finder had recommended a "start date" of July 1, 2015 for the percentage increase and a lump sum payment of \$230.00 as a signing bonus upon ratification.

In lieu of calculating back pay entitlements retroactive to July 1, 2015, as recommended by the Fact-Finder, the Sheriff proposes that each employee receive a one-time \$250.00 lump sum payment payable as of the first payroll period following the issuance of the Conciliation Award.

In all other respects the Sheriff accepts the Fact-Finder's recommendations as set forth below:

D. The Fact-Finder's Recommendation:

The Fact-Finder had recommended wage increases as follows:

"In 2015 - a \$230.00 signing bonus for each employee on the payroll as of the date of ratification, and a 2% increase effective as of July 1, 2015.

"In 2016 - a 1% wage increase effective as of January 1st and a second 1% increase effective as of July 1st.

"In 2017 - an additional increase of 1.25% effective as of January 1st and an additional 1.75% increase on July 1st.

"As of 7/1/15 a \$0.30/hr. wage differential would be payable to detectives and a \$2.00 per hour incentive for working on off-duty details.

The Fact-Finder also proposed to add to each Contract a new Section (24.D(6)) as set forth herein establishes a card file system for filling off-duty details:

"Details with less than 48 hour notice shall be staffed with the next most senior employee who has applied by filing an application card with the Sheriff. The card of the next most senior employee shall be assigned to the detail and then replaced into the file at the back of the file. If the employee refuses the call, the employee is ineligible for another detail for 30 days unless the employee declines because he had been scheduled to work".

As set forth above, the Fact-Finder's recommendations for the detective differential, the wage increment for off-duty details, and a system for filling off-duty details have been accepted by the parties, and are not presented to the Conciliator as issues remaining in dispute.

E. The Conciliator's Analysis and Award:

Preliminarily, the Conciliator must determine the weight to be given the recommendations of the Fact-Finder.

This Conciliator has previously expressed his view of a Conciliator's responsibility in reviewing a recommendation of a Fact-Finder:

"A number of Conciliators and Interest Arbitrators have taken a narrow view of their role in making an Award where one of the parties has adopted the recommendations of a Fact-Finder and the other has not. They perceive it to be their duty to "give great weight to the recommendations of a Fact-Finder", or to require the objecting party to either "show clear error on the part of a Fact-Finder before rejecting in a Conciliation Award a term contained in a duly considered Report and Recommendation", or otherwise to prove "good cause" for failing to endorse the Recommendation".

"These various statements of the deference due a Recommendation by a Fact-Finder are all designed to protect the integrity of the statutory process, and deter use of the Fact-Finder's Report and Recommendation as only a "bottom line" spring board for obtaining better terms in a subsequent Conciliation proceeding.

"Fact-Finders are trained, skilled and experienced neutrals, typically selected by the parties, or mutually acceptable to them, and in whose impartiality the parties have confidence. They reach their Findings and Recommendations after careful evaluation of the respective positions of the parties and the available data, taking into account all relevant factors.

"The notion is that the Fact-Finder thus stands somewhat in the position of a judge in a non-jury trial, while the Conciliator serves as a quasi-appellate tribunal. Put somewhat differently, there is a rebuttable presumption that the Fact-Finder's Recommendations are correct, but the presumption may be rebutted by showing that relevant circumstances have materially changed since the Report was issued, that significant evidence was not available or considered by the Fact-Finder, that the data relied

upon was flawed or otherwise misinterpreted by the Fact-Finder or that some other similar fundamental oversight deprived the Fact-Finder's Recommendations of their presumptive validity.

"Although this Conciliator subscribes to the view that a Fact-Finder's Recommendations ought not to be lightly disregarded, perhaps these formulations represent a too circumscribed reading of the Conciliator's function.

"There is no escaping the fact that the Recommendation of a Fact-Finder on a particular issue, while constrained by the evidentiary record and observance of the mandatory statutory factors, represents, in essence, an exercise in judgment.

"There ought to be an opportunity for the Conciliator to set aside a Fact-Finder's Recommendation, at least on those relatively rare occasions when the Conciliator is convinced that the judgment of the Fact-Finder has been improvidently exercised".

Coming to consider the Fact-Finder's 2015 recommended wage increase, the Conciliator observes that the two (2%) percent adjustment was to become effective on July 1st. That date, of course, is long past.

In order to avoid having to make individualized back pay calculations, the Sheriff proposes to increase the "signing bonus" of \$230.00 to \$250.00, and let the 2% increase become effective as of the date of the Conciliator's Award.

The Conciliator finds the Sheriff's final offer to be a reasonable modification of the Fact-Finder's Recommendation and so Awards the Sheriff's final proposal.

Article 24 - "Wages" is amended to read and to appear in both the 'Multi-Unit' and County Supervisor's Contracts as follows:

"A. The following pay scale shall go into effect as of the issuance date of the Conciliator's report.

"Effective upon the issuance of the Award, rates of pay for bargaining unit employees shall increase by 2.0% for 2015. In lieu of calculating back pay, each employee will receive a one-time \$250.00 payment for 2015, payable the first payroll after the issuance of the Award.

"Effective the pay period including January 1, 2016, rates of pay for bargaining unit members shall increase by 1.0%. Effective the pay period including July 1, 2016, rates of pay for bargaining unit members shall increase by 1.0%.

"Effective the pay period including January 1, 2017, rates of pay for bargaining unit members shall increase by 1.25%. Effective the pay period including July 1, 2017, rates of pay for bargaining unit members shall increase by 1.75%".

The schedule of the wage rates for each classification, the text of the "detective differential"; "the off-duty details" premium and the associated

"overtime allocation system" is attached hereto as Appendix "A" .

2. Article 25 - "Hospitalization (Healthcare Insurance":

A. The Expired Contract:

Under the 2012 Contract, the County contributed "a minimum of eight-five percent (85%) of the cost of employees' insurance premiums and the Sheriff's Bargaining Unit employees contributed fifteen percent (15%). These percentages are subject to the limitation that in no event will Bargaining Unit members pay more for insurance than non-Bargaining, General Fund employees. Further, employees who are eligible for coverage under the County's health insurance, but who waive subscription thereunder for twelve months are entitled to receive a payment of \$1,000.00 per year in a separate check, provided they show proof of alternative health insurance coverage. Eligibility extends to employees who are covered for the County insurance through another family member who is employed by Brown

County. In the event that the employee opts back into the coverage offered by the Sheriff during the twelve (12) month period, the employee is paid a pro-rata portion of the bonus for each month during which the employee opted-out of coverage .

B. The Sheriff's Final Offer:

The Employer proposes increasing the employee health insurance premium contribution to twenty (20%) percent .

The Employer also proposes to render employees ineligible to receive the \$1,000.00 waiver payment if they are covered by the County's health insurance through a family member employed by the County. (Article 25(H)).

Finally, the Employer would delete the language providing for health saving accounts (HSA) and provisions pertaining to transitioning out of health saving accounts (Article 25(B), (I)).

C. The Union's Final Offer:

The Union adopts the Fact-Finder's recommendations as set forth below:

D. The Fact-Finder's Recommendation:

The Fact-Finder recommended retaining the current Contract language of Article 25, Section A. He would also retain the health saving account text in Article 25(B) and (I), but delete the obsolete reference to the pre-April 1st, 2009 policy, and retain the current Contract language in Article 25(H) except the date which was changed from April 1st to April 15th.

E. The Conciliator's Analysis and Award:

The Fact-Finder recapitulated the history of the County's health insurance program noting that a "traditional" Medical Mutual Insurance Plan had been in effect until March 11, 2008, when, as a result of premium increases, the Board of Commissioners adopted a "health saving account" (HSA) program which became effective on April 1, 2009 and continued until March 31, 2010. In 2009, an Arbitration Award ordered the termination of the HSA Program and its replacement with the previously adopted "traditional" program.

Thereafter, pursuant to a Conciliation Award entered on December 26, 2009, employees were required to contribute 30% of the premium cost of health insurance, but the text of the HSA program was retained. The 2010-2011 Agreement continued this arrangement but reduced the employees' share of the premium cost to 25%.

A Fact-Finding proceeding in the 2012 resulted in the parties agreeing to reduce the employee's responsibility for payment of the insurance premium to fifteen (15%) percent.

In 2014, the traditional plan was reinstated thereby making the provisions respecting the HSA option obsolete. "It [the HSA plan] is not funded and there is no requirement to fund it on the part of either the County or the employees". In consequence, the HAS program was no longer available.

The Fact-Finder explained his recommendations for Article 25 in the 2015 Contract in the following text:

"The County obtains its healthcare insurance through the County Employee Benefits Consortium of Ohio (CEBCO). In

summary, the plan provides benefits on a PPO scheme at 100% less deductible for the in-network providers, and 80/20 out-of-network. It has \$2500/\$5000 in-network deductible, no maximum, and out-of-network deductible of \$5000/\$10,000 (single maximum only). The CEBCO medical plan selected has a single monthly premium of \$592.87 and a family premium of \$1,778.57. This includes prescription drug plan premiums of \$60.40 and \$181.19 respectively. The total premiums on an annual basis are \$7,114.44 single and \$21,342.84 family. The plan also offers premiums based upon an employee and a spouse, or an employee and children. ... In 2015, the premium increase for the County policy was 8.1%. The employees pay 15% of the increase as they do for the entire premium cost.

...

"Brown County's ... Median household income is \$45,807; its unemployment rate is 7.3% compared to the statewide 5.6% and United States 5.8%, as of February, 2015. ²

"The County has not seen a growth in the overall budget. It is essentially flat lined. There is no significant development to give prospects for new revenues. Although it is adjacent to one of the wealthier counties in the state, it is also adjacent to several of the poorest. There is no prospect for any budget increases year-over-year.

"County revenue is consistently about \$9 million although it spiked in 2011 to \$10 million. The annual carryover as a percentage in 2011 was 18.4%. It increased to 20.18% in 2013 and in 2014 it is 15.72%. Carryover is typically viewed as the monies available to fund the operations at the beginning of the year pending receipt of revenues. Carryover of 15% to 20% is very modest. It represents

²The unemployment rate in three of the four adjacent counties (Clinton, Highland and Adams was even higher. Only Clarmont County at 4.5% unemployment was lower.

about two month expenditures into the New Year plus or minus fractions. It is a modest but still workable amount for the purpose of funding costs over the transition of a budget year.

...

"The County continued with the HSA policy from 2009 through 2014. Language was added for the contingent return to the conventional or traditional health program. A mediated settlement led to the re-institution of the traditional plan effective 2014. At that point, the HSA was obsolete. It is not funded and there is no requirement to fund it on the part of either the County or the employee. The HSA as formerly provided is no longer available through the insurance company. Removing the HSA language would obsolete Article 25(I) which makes reference to the pre-2009 traditional policy that is also no longer available.

...

"The Employer argues that a change to an 80/20 split is reasonable and appears standard across many agreements. That was not submitted in evidence. However, it was shown in evidence that the employees did pay more than 15% premium in the past, before the detour to the HSA. In 2009 it became 70/30 and then 75/25 in 2012. In 2014 the ratio was 85/15 as a result of Article 25(I) which specified that ratio for transitioning out of the HSA back to a traditional plan.

"The non-bargaining personnel of the County pay premium on the basis of 75/25 split.

"The 911 CBA with the same bargaining agent, FOP/OLC, agreed to pay premium on the basis of 80/20 ratio. They took a 0% wage increase with a re-opener, not 7% in wages. However, traditionally the 911 CBA always paid 5% more than the deputies in premium since 2006 and they usually had a wage increase as well. When comparing competitive wages to adjoining counties of under 50,000 population, the Brown County dispatchers are very competitive. The

top rate for dispatchers is at the average of the adjoining counties even including Clarmont. The units in the Sheriff's department on the same comparative basis to the average top rate are lower in every category. In the expiring contract deputies are paid \$37,000 while the average is \$44,000; the sergeants are paid \$41,000, the average is \$50,000; corrections are \$36,000, the average is \$42,000, and the other classifications are \$33,000 and the average is \$38,000. In effect the dispatchers can 'afford' a higher premium split without adversely affecting their wage rates in the same degree that the Sheriff units would at a similar ratio of premium payment.

...

"The comparison of premium splits in the SERB data shows the counties under 50,000 population have their employees pay 16.3% of a single premium and 17.4% of a family premium. The state average of 11.9% and 12.7% respectively. In the Cincinnati Region this split is 13.4% single and 14.3% family. Based on groups sized from 1 to 1,000 and more, the same data shows no employee group paying 20%.

"That data also identifies the average cost of the plans which is not subject to negotiations here but is enlightening. Counties of under 50,000 population have single premiums at \$604 and family at \$1,635. The County's single rate \$592 is similar but the family rate is \$1,778, over a hundred dollars more. This context shows the effect of the Employer's proposal is to have employees pay a higher percentage of a higher premium on the family basis than the state averages and a higher percentage of a similar premium on a single basis. This is exacerbated when the Cincinnati Region data is considered. There the single premium of \$530 is much lower than the County as is the family premium of \$1,421.

...

"The current terms permit the thousand dollar payment to employees who waive coverage because that coverage is

provided by a family member through the County. The same amount is paid to employees who waive because their coverage is provided elsewhere. Both receive \$1,000. There is a 12 month waiving period for employees not covered by the County.

"The Employer believes the waiver payment is proper only if the employee is completely off the County plan. Family premium is \$21,000 annually to which is added \$1,000 for an employee who waives his own policy because of another family member on the County plan. The County is providing coverage plus the stipend. If there are two employed, each costs the county \$11,000. For the employees who do not have family members employed by the County, the cost is only \$1,000.

"The 911 CBA modified the waiver consistent with the Employer's proposal. The CBA inserted a `not' in the waiver language to exclude the employees receiving County benefits by virtue of a family member's County employment.

....

"The April 1, 2009 policy reference at Article 25(I) would be omitted in the Employer's proposal. Its purpose is to gauge the type of plan that the County would install on the transition back to a traditional and conventional plan. It was that language that the units grieved and later settled by the installation of the traditional plan in 2014 at the 85/15 split. The 911 CBA deleted that language in favor of inserting a re-opener on healthcare along with wages in the out years of their CBA.

....

"The Employer did not prove the 80%/20% split was a standard. The comparative evidence is strong that 20% is above the standard particularly in the region. The fact that it would result in a higher percentage of a premium that is higher than average makes it less reasonable. ... Even so, the internal comparison is not very helpful to the Employer. The pay rates for the 911

unit are far more competitive in their field than the rates of the Sheriff's units even after a wage increase. There is some evidence that the 911 unit historically pays a higher premium split. That is not determinative but strongly erodes the factor for the Employer. The current language is recommended.

"Second, the HSA language is a mixed problem. While it has no use currently and it is not operative, it has been a hard fought term. The Union makes a good point that HSA may return given local politics and even given the uncertain healthcare field. As a sub-issue, the internal comparison to the 911 CBA shows that they had retained the HSA terms even while also being tractable to the Employer's 80/20 ratio and waiver payment proposals. While retaining the HSA language, the 911 Agreement did jettison the reference to the pre-April 1, 2009 policy. That is remarkable in as much as that term had obtained the favorable result in ... [an arbitration Award] and the transition back to the traditional plan in 2014. The 911 CBA treatment of the HSA language will be recommended...

"Third, there is no basis to delete the waiver payment to an employee who is covered otherwise by the County. It is not a question of the cost to the County per capita but a question of what the County pays as the consideration for the similar services rendered. Both the employees receive the same thing, a nontaxable fringe benefit, but the Employer would pay one more for one's services, a \$1,000 as a waiver payment, if they were not married to a County worker. There is no reason that one employee should receive less compensation than any other employee simply because he has the good fortune of having more than one person in his immediate family working for the County. That is not a circumstance any of the employees have within their control. The fact that a person is married to a County employee or is otherwise covered under County family plan because a family member works for the County, does not make his service any less valuable than an employee whose spouse works elsewhere. The current contract language will be recommended".

In conclusion, the Fact-Finder found that "the Employer did not prove that an 80%/20% split was the standard to be followed. The comparative evidence was strong that 20% is above the standard particularly in the region. The fact that it would result in employees paying a higher percentage of premium than the average makes it less reasonable. ... Even the internal comparison is not very helpful to the Employer. The pay rates for the 911 Unit are far more competitive in comparison to those received by their peers than the rates that would be paid by the Sheriff's Units even after a wage increase.

Accordingly, the Fact-Finder recommended the continuation of the current Contract language. In recommending the retention of the "HSA" language, the Fact-Finder further stated: "The Union makes a good point that the HSA may return given local politics, and even given the uncertainties of the health care field. [In this regard, the 911 Contract retained the HSA terms, even while also accepting the employer's 80/20 premium sharing ratio.]"

Finally, the Fact-Finder found "no basis to delete the waiver payment to an employee who is covered by a County health insurance policy other than offered by the Sheriff. In his analysis, it was not a question of the per capita cost to the County, but a question of what the county pays as the consideration for similar services rendered. Both the employees receive ... [a] non-taxable fringe benefit, but the Employer's pay \$1,000.00 as an insurance waiver payment if ... [the employee] were not married to a county worker. There is no reason why one employee should receive less compensation than any other employee simply because he has the good fortune of having more than one person in his immediate family working for the county. That is not a circumstance any employee can control. The fact that a person is married to a County employee and is covered under a County family plan does not make the employee's service any less valuable than an employee whose spouse works elsewhere. Consequently, the Fact-Finder recommended retention of the current Contract language.

The Sheriff disagrees with the Fact-Finder's conclusions, and argues that both "internal and external comparability" support its proposal.

The non-organized "General Fund" employees contribute 25% of the monthly insurance premium and the County's other Bargaining Unit - the Dispatchers - who are also represented by the FOP/OLC - bear 20% of their health insurance premium cost.

Looking to "external comparability", the County further contends that the majority of the Sheriff Offices in the Counties contiguous to Brown County require their employees to contribute at least 20% to the cost of health care insurance. The Sheriff argues that the Fact-Finder mistakenly relied upon SERB data which reflected a "State-wide measure of comparability", rather than on a County-by-County analysis, and especially an analysis of the premium sharing in contiguous Counties. The Sheriff insists that its premium sharing proposal is that adopted in contiguous Counties.

In further support of its position, the County asserts that relying upon "broad comparison groups create greater error potential due to the diverse factors that affect negotiations" ... while "comparisons based on contiguous groupings reduce errors". On this score, the Sheriff points-out that the Highland County's and Clinton County's economic situations are closely similar to that of Brown County, and that the wages paid their Sheriff Department Bargaining Unit employees are also quite similar. Yet, those employees pay 20% of the cost of health insurance.

Finally, the County insists that it is "fiscally responsible to require an increase in employee contributions towards health insurance given the stagnant current fiscal climate in Brown County".

The Conciliator considers that the parties' Bargaining history tips the balance in favor of the Fact-Finder's recommendation.

The evidence offered by the Employer at the conciliation hearing in support of the 80%/20% health

insurance premium sharing, was that prior to the adoption of the HSA Program, employees were subject to a 70/30 participation which was reduced to 75/25 in 2012. In 2014, the ratio was reset at 85/15 as a result of Article 25(I) which provided the ratio for transitioning out of the HSA back to the traditional plan.

The percentage of the health insurance premium payable by members of the two subject Bargaining Units has been bargained downward in the immediately prior Contracts, and the Sheriff has not made the economic case which would suggest that a "give back" is appropriate .

The Sheriff's request for removal of the \$1,000.00 bonus payment should an employee be covered under another County policy requires some additional analysis.

The Sheriff points-out that "the County receives no economic incentive if employees receive a waiver payment but still utilize County health insurance since the County is still providing insurance " .

In the first place, the economic significance of the issue is not apparent. No evidence was offered as to the number of Sheriff employees who are covered under another member's County health insurance policy.

Nevertheless, two observations are in order.

First, since the \$1,000.00 payment charged to the Sheriff's budget is likely to be considerably less than the Sheriff's financial responsibility were the employee to enroll through the Sheriff, employees obtaining coverage chargeable to another County Department, relieve the Sheriff's budget of the expense.

Second, the cost to the County is not \$1,000.00, as the Sheriff states. The employees in the 911 Unit and the non-represented employees are responsible for higher percentages of the health insurance premium than are the employees of the Sheriff. Thus, the employee of another Department who selects the "family plan" and includes thereunder an employee of the Sheriff's Department, would be responsible for a larger percentage of the cost - 20%

APPENDIX "A"

ARTICLE 24
WAGES (Non-Supervisors)

A. The following pay scale shall go into effect as of the issuance date of the Conciliator's report 2012, 2013 and 2014 for members of the bargaining unit. The wage scale represents a ~~\$0.50, \$0.30 and \$0.30~~ wage increase for years 2012, 2013 and 2014 respectfully.

Effective upon the issuance of the Award, rates of pay for bargaining unit employees shall increase by 2.0% for 2015. In lieu of calculating back pay, each employee will receive a one-time \$250 payment for 2015, payable the first payroll after the issuance of the Award.

Effective the pay period including January 1, 2016, rates of pay for bargaining unit members shall increase by 1.0%. Effective the pay period including July 1, 2016, rates of pay for bargaining unit members shall increase by 1.0%.

Effective the pay period including January 1, 2017, rates of pay for bargaining unit members shall increase by 1.25%. Effective the pay period including July 1, 2017, rates of pay for bargaining unit members shall increase by 1.75%.

POSITION	LENGTH	01-01-2012	01-01-2013	01-01-2014
COOK	0-1 year	\$13.85	\$14.15	\$14.45
	2 or more	\$14.55	\$14.85	\$15.15
ADMINISTRATIVE ASSISTANT	0-1 year	\$15.50	\$15.80	\$16.10
	2 or more	\$16.20	\$16.50	\$16.80
PARAMEDIC	0-1 year	\$18.00	\$18.30	\$18.60
	2 or more	\$18.70	\$19.00	\$19.30
CORRECTIONS OFFICER	0-1 year	\$13.95	\$14.25	\$14.55
	1-2 years	\$14.86	\$15.16	\$15.46
	2-3 years	\$15.14	\$15.44	\$15.74
	3-4 years	\$15.38	\$15.78	\$16.08
CORRECTIONS CORPORAL	0-1 year	\$15.53	\$15.83	\$16.13
	2 or more	\$16.15	\$16.45	\$16.75
ADMINISTRATIVE DEPUTY	0-1 year	\$15.80	\$16.10	\$16.40
	1-2 years	\$16.15	\$16.45	\$16.75
	2-3 years	\$15.75	\$16.05	\$16.35
	3-4 years	\$17.00	\$17.30	\$17.60
	4+ years	\$17.35	\$17.65	\$17.95
COURT SERVICES DEPUTY	0-1 year	\$17.51	\$17.81	\$18.11
	1-2 years	\$17.61	\$17.91	\$18.21
	2-3 years	\$14.74	\$15.04	\$15.34
	3-4 years	\$15.51	\$15.81	\$16.11
	4+ years	\$15.84	\$16.14	\$16.44

Brown County Sheriff's Office and Fraternal Order of Police/Ohio Labor Council
Employer's Proposals
August 20, 2015

COURT SERVICES CORPORAL	0-1 year	\$16.25	\$16.55	\$16.85
	2 or more	\$16.55	\$16.85	\$17.15
ROAD DEPUTY	0-1 year	\$15.75	\$16.05	\$16.35
	1-2 years	\$17.00	\$17.30	\$17.60
	2-3 years	\$17.35	\$17.65	\$17.95
	3-4 years	\$17.51	\$17.81	\$18.11
	4+ years	\$17.61	\$17.91	\$18.21
ROAD CORPORAL		\$18.30	\$18.60	\$18.90

POSITION	LENGTH	2015 (2%) Issuance of Award	2016 (1%) 1/1/16	2016 (1%) 7/1/16	2017 (1.25%) 1/1/17	2017 (1.75%) 7/1/17
		COOK	0-1 year	\$14.74	\$14.89	\$15.04
	2 or more	\$15.45	\$15.60	\$15.76	\$15.96	\$16.24
ADMINISTRATIVE ASSISTANT	0-1 year	\$16.42	\$16.58	\$16.75	\$16.96	\$17.26
	2 or more	\$17.14	\$17.31	\$17.48	\$17.70	\$18.01
PARAMEDIC	0-1 year	\$18.97	\$19.16	\$19.35	\$19.59	\$19.93
	2 or more	\$19.69	\$19.89	\$20.09	\$20.34	\$20.70
PARAMEDIC-RN		\$27.13	\$27.40	\$27.67	\$28.02	\$28.51
CORRECTIONS OFFICER	0-1 year	\$14.84	\$14.99	\$15.14	\$15.33	\$15.60
	1-2 years	\$15.77	\$15.93	\$16.09	\$16.29	\$16.58
	2-3 years	\$16.05	\$16.21	\$16.37	\$16.57	\$16.86
	3-4 years	\$16.40	\$16.56	\$16.73	\$16.94	\$17.24
	4+ years	\$16.45	\$16.61	\$16.78	\$16.99	\$17.29
CORRECTIONS CORPORAL	0-1 year	\$17.34	\$17.51	\$17.69	\$17.91	\$18.22
	2 or more	\$17.70	\$17.88	\$18.06	\$18.29	\$18.61
ADMINISTRATIVE DEPUTY	0-1 year	\$16.68	\$16.85	\$17.02	\$17.23	\$17.53
	1-2 years	\$17.95	\$18.13	\$18.31	\$18.54	\$18.86
	2-3 years	\$18.31	\$18.49	\$18.67	\$18.90	\$19.23
	3-4 years	\$18.47	\$18.65	\$18.84	\$19.08	\$19.41
	4+ years	\$18.57	\$18.76	\$18.95	\$19.19	\$19.53
COURT SERVICES DEPUTY	0-1 year	\$15.65	\$15.81	\$15.97	\$16.17	\$16.45
	1-2 years	\$16.43	\$16.59	\$16.76	\$16.97	\$17.27
	2-3 years	\$16.77	\$16.94	\$17.11	\$17.32	\$17.62
	3-4 years	\$16.92	\$17.09	\$17.26	\$17.48	\$17.79
	4+ years	\$16.97	\$17.14	\$17.31	\$17.53	\$17.84
COURT SERVICES CORPORAL	0-1 year	\$17.19	\$17.36	\$17.56	\$17.78	\$18.09
	2 or more	\$17.49	\$17.66	\$17.84	\$18.06	\$18.38

ROAD DEPUTY	0-1 year	\$16.68	\$16.85	\$17.02	\$17.23	\$17.53
	1-2 years	\$17.95	\$18.13	\$18.31	\$18.54	\$18.86
	2-3 years	\$18.31	\$18.49	\$18.67	\$18.90	\$19.23
	3-4 years	\$18.47	\$18.65	\$18.84	\$19.08	\$19.41
	4+ years	\$18.57	\$18.76	\$18.95	\$19.19	\$19.53
ROAD CORPORAL		\$19.28	\$19.47	\$19.66	\$19.91	\$20.26

B. Longevity Pay

Length of Service with the Brown County Sheriff's Office

5 years	\$0. 20/hr.
10 years	\$0. 25/hr.
15 years	\$0. 30/hr.
20 years	\$0. 35/hr.

C. Employees classified as a Road Deputy may request to be transferred to Court Services, subject to the approval of the Sheriff. Upon the approval of the Sheriff, the Road Deputy shall be transferred to Court Services without loss of pay. However, a Road Deputy transferring to Court Services shall not be eligible for a wage or step increase until the Court Services wage rate is the same or greater than the Deputy's wage rate at the time of transfer. Employees who request this transfer and are permitted to transfer shall not be permitted to transfer back to the Road until such time that an opening exists.

Corrections officers who are moved to either Court Services or the Road who are making more as the result of their time of service with the Brown County Sheriff's Office than the starting salary of the new position will suffer no loss of pay as a result of the move. Instead, employees will have their pay frozen at the current rate until their time in service at the new classification is more than their current rate of pay.

D. The Brown County Sheriff's Office will pay fifty cents (\$0.50) per hour shift differential to all bargaining unit employees assigned to night shift (6p to 6a).

E. Off Duty Details

1. New details will be posted for sign up. Eligible bargaining unit members will be given first priority to bid on any off duty detail. For the first ninety-six (96) hours of posting, eligible bargaining unit members 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 eligible bargaining unit member is not permitted within seven (7) calendar days of the detail.

3. If a more senior eligible bargaining unit member bumps a less senior eligible bargaining unit member from a detail and is not able to work the detail, the detail reverts back to the Deputy last signing up for the detail who had been bumped.
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.
6. **Details with less than 48-hour notice shall be staffed with the next most senior employee who has applied by filing an application card with the Sheriff. The card of the next most senior employee shall be assigned to the detail and then replaced into the file at the back of the file. If the employee refuses the call, the employee is ineligible for another detail for 30 days, unless the employee declines because he had been scheduled to work.**

F. Voluntary Fitness Bonus

1. 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.
2. Participation in the Employer's fitness program is entirely voluntary. Employees choosing not to participate shall not be eligible for the bonus.

G. Off Duty Detail Rate

~~In 2012~~ **Effective upon the issuance of the Award**, except where agreed otherwise at the time of the signing of this Agreement, employees working off-duty details shall receive **\$26.50/hr.** ~~\$24.50/hr. Effective January 1, 2013, employees working off duty details shall receive \$25.00/hr. Effective January 1, 2014, employees working off duty details shall receive \$25.50/hr.~~

H. **Employees assigned to the position of detective shall receive a \$0.30/hr. supplement.**

FOR THE UNION:

FOR THE EMPLOYER:

APPENDIX "A"

Lieutenants and Sergeants

**ARTICLE 24
WAGES**

- A. The following pay scale shall go into effect as of the issuance date of the Conciliator's report ~~2012, 2013 and 2014~~ for members of the bargaining unit. The wage scale represents a ~~\$0.50, \$0.30 and \$0.30~~ wage increase for years ~~2012, 2013 and 2014~~ respectfully.

Effective upon the issuance of the Award, rates of pay for bargaining unit employees shall increase by 2.0% for 2015. In lieu of calculating back pay, each employee will receive a one-time \$250 payment for 2015, payable the first payroll after the issuance of the Award.

Effective the pay period including January 1, 2016, rates of pay for bargaining unit members shall increase by 1.0%. Effective the pay period including July 1, 2016, rates of pay for bargaining unit members shall increase by 1.0%.

Effective the pay period including January 1, 2017, rates of pay for bargaining unit members shall increase by 1.25%. Effective the pay period including July 1, 2017, rates of pay for bargaining unit members shall increase by 1.75%.

POSITION	01-01-2012	01-01-2013	01-01-2013
SERGEANT	\$19.05	\$19.35	\$19.65
LIEUTENANT	\$19.60	\$19.90	\$20.20
STAFF LIEUTENANT	\$20.10	\$20.40	\$20.70

POSITION		2015	2016	2016	2017	2017
		(2%) Issuance of Award	(1%) 1/1/16	(1%) 7/1/16	(1.25%) 1/1/17	(1.75%) 7/1/17
CORRECTIONS SERGEANT	0-1 Years	\$18.21	\$18.39	\$18.57	\$18.80	\$19.13
	1+ Years	\$18.72	\$18.91	\$19.10	\$19.34	\$19.68
SERGEANT		\$20.04	\$20.24	\$20.44	\$20.70	\$21.06
CORRECTIONS LIEUTENANT	0-1 Years	\$19.28	\$19.47	\$19.66	\$19.91	\$20.26
	1+ Years	\$19.79	\$19.99	\$20.19	\$20.44	\$20.80
LIEUTENANT		\$20.60	\$20.81	\$21.02	\$21.28	\$21.65
STAFF LIEUTENANT		\$21.11	\$21.32	\$21.53	\$21.80	\$22.18

B. Longevity Pay

Length of Service with the Brown County Sheriff's Office

5 years	\$0.20 /hr.
10 years	\$0.25/hr.
15 years	\$0.30 /hr.
20 years	\$0.35/hr.

C. Off Duty Details

1. New details will be posted for sign up. Eligible bargaining unit members will be given first priority to bid on any off duty detail. For the first ninety-six (96) hours of posting, eligible bargaining unit members 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 eligible bargaining unit member is not permitted within seven (7) calendar days of the detail.
3. If a more senior eligible bargaining unit member bumps a less senior eligible bargaining unit member from a detail and is not able to work the detail, the detail reverts back to the Deputy last signing up for the detail who had been bumped.
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.
6. **Details with less than 48-hour notice shall be staffed with the next most senior employee who has applied by filing an application card with the Sheriff. The card of the next most senior employee shall be assigned to the detail and then replaced into the file at the back of the file. If the employee refuses the call, the employee is ineligible for another detail for 30 days, unless the employee declines because he had been scheduled to work.**

- D. The Brown County Sheriff's Office will pay fifty cents (\$0.50) per hour shift differential to all bargaining unit employees assigned to night shift (6p to 6a).

E. Voluntary Fitness Bonus

1. 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.

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

F. Off Duty Detail Rate

~~In 2012~~ **Effective upon the issuance of the Award**, except where agreed otherwise at the time of the signing of this Agreement, employees working off-duty details shall receive **\$26.50/hr.** ~~\$24.50/hr. Effective January 1, 2013, employees working off-duty details shall receive \$25.00/hr. Effective January 1, 2014, employees working off-duty details shall receive \$25.50/hr.~~

FOR THE UNION:

FOR THE EMPLOYER:

Date Tentatively Agreed: _____

APPENDIX "B"

Article 25, Hospitalization

All terms to remain CCL for both supervisor and multi-unit agreements with the exception of the following which appear in both Agreements at the same location:

- H. 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. Employees receiving medical insurance benefits through another family member working for Brown County will be eligible for the one thousand dollar (\$1000) payment. 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~~ April 15 of each year, provided that they are otherwise eligible pursuant to the above terms.
- I. In the event that the County returns to a "conventional or traditional" health insurance coverage plan after having provided coverage through an HSA plan, it shall be similar to the type of coverage plan in effect prior to the effective date of the HSA plan and ~~April 1, 2009~~, the Employer shall pay a minimum of eighty-five percent (85%) of the monthly premium of the plan chosen from the hospitalization, surgical, major medical plan or HMO plan made available to eligible bargaining unit employees of the Brown County Sheriff's Office, whereas, eligible bargaining unit employees electing coverage shall pay fifteen percent (15%) of the monthly premium. In no event will bargaining unit members pay more for insurance than any other non-bargaining, General Fund employees.