

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the Fraternal Order of Police/Ohio Labor Council, Inc. and the Fairfield County Sheriff's Office in accordance with the reopener provision in Article 30 of the collective bargaining agreement.

The parties agree to the following changes to the current collective bargaining agreement. This memorandum shall be considered a part of the current collective bargaining agreement.

All other provisions of the current agreement shall remain in full force and effect unless altered by this memorandum.

ARTICLE 19 WAGES

Section 19.1 Wage Rates The wage rates are attached hereto as Appendix A.

The following is the step progression for employees:

Step A is starting rate of pay.

Step B is earned after six (6) months of continuous service.

Effective the first full pay period after 1/1/13- 2% increase.

Effective the first full pay period after 1/1/14- 2% increase.

Section 19.2. Canine Corps The Employer shall comply with the provisions of the FLSA as it relates to canine employees.

Section 19.3. 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. Bargaining unit members shall be permitted to use a lot cruiser, if available, for travel to court hearings and training.

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 19.4. Longevity Pay: Employees with ten (10) total years of service with the Employer shall receive thirty five dollars (\$35.00) each year of service. Longevity pay shall be added to the employee's base rate of pay.

Section 19.5. 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

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(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 December 16, 2011, employees covered by this Agreement shall be paid in accordance with the following hourly rate schedule:

<u>Step</u>	<u>A</u>	<u>B</u>
Sergeant	\$25.78	\$26.86
Lieutenant	\$28.98	\$30.28

EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2013- 2% WAGE INCREASE.

<u>Step</u>	<u>A</u>	<u>B</u>
Sergeant	\$26.30	\$27.40
Lieutenant	\$29.56	\$30.89

EFFECTIVE THE FIRST FULL PAY PERIOD AFTER JANUARY 1, 2014- 2% WAGE INCREASE.

<u>Step</u>	<u>A</u>	<u>B</u>
Sergeant	\$26.83	\$27.95
Lieutenant	\$30.15	\$31.51

ARTICLE 23
INSURANCES

Section 23.1. 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 23.2. 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 23.3. Premium Sharing Effective 12-1-11, for coverage beginning 1-1-12, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than ten percent (10%) from the 2011 employee contribution rate.

Effective 3-1-13, for coverage beginning 4-1-13, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than ten percent (10%) from the 2012 employee contribution rate.

Effective 3-1-14 for coverage beginning 4-1-14, bargaining unit employees shall pay fifteen percent (15%) of the monthly health insurance premium, provided that the employee's share for single or family coverage shall not increase by more than ten percent (10%) from the 2013 employee contribution rate.

Section 23.4. 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 23.5. 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 affect 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. If any committee or procedure is established for the purpose of seeking employee input on any insurance benefit provided to bargaining unit employees, such committee or procedure shall include the participation of one (1) bargaining unit employee. The bargaining unit employee who participates in such committee or procedure shall be selected by the FOP/OLC. The formulation of any committee or procedure as described in this section shall be at the sole discretion of the county personnel department.

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Section 23.6. 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 23.7. Indemnification and Liability Coverage 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 23.8. Pre-Tax Plan Employees premium sharing shall be deducted prior to taxes as allowed by an I.R.S. 125 Plan.

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF :	}	
	}	
FRATERNAL ORDER OF POLICE,	}	CASE NO.(S): 11-MED-08-1056
OHIO LABOR COUNCIL, INC.,	}	(Sergeants & Lieutenants)
EMPLOYEE ORGANIZATION,	}	
	}	
and,	}	
	}	
FAIRFIELD COUNTY SHERIFF,	}	(This will close the open case for
EMPLOYER.	}	Case No.(s): 12-MED-10-1119
	}	
	}	
	}	

FILING OF COLLECTIVE BARGAINING AGREEMENT
(Addendum)

Pursuant to Board Rule 4117-09-07, the F.O.P. Ohio Labor Council Inc. hereby files a copy of an addendum and amendment to the Collective Bargaining Agreement executed between the parties in the above captioned case(s). (See attached).

Respectfully Submitted



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cc: Mr. Marc A. Fishel
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