

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is entered into by the Brown County Commissioners and the Fraternal Order of Police, Ohio Labor Council, Inc. ("FOP"), the union representing a bargaining unit of Dispatchers, Police Officers as certified by the Ohio State Employment Relations Board. The parties agree Articles 28, 32 and 35 of the current Collective Bargaining Agreement will be modified as a result of a contract reopener to read as follows. All other articles shall remain unchanged:

**ARTICLE 28  
HOSPITALIZATION**

- A. The Brown County Board of Commissioners 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 Board of Commissioners 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 eighty percent (80%) of the established monthly premium if the plan is a "conventional or traditional" health insurance coverage plan and eligible bargaining unit employees shall contribute twenty percent (20%) or seventy-five percent (75%) of the established monthly premium toward the cost of the employee's insurance premium if the plan is a Health Savings Account (HSA) and eligible bargaining unit employees shall contribute twenty-five percent (25%).

Should other non-bargaining Brown County General Fund employees be offered a "holiday" or "reprieve" from premium contributions, the same benefit will be offered to employees covered by this agreement.

- B. 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.

In the event the County continues to utilize a Health Savings Account ("HSA"), the County will partially fund the HSA of bargaining unit employees electing coverage in the following amounts on an annual basis in the following amounts:

Single Coverage: \$1500  
Employee and Spouse: \$3000  
Employee and Child: \$3000  
Family: \$3000

The Employer's portion of the employee's HSA will be funded in pro-rata monthly contributions. The Employer shall contribute one hundred and twenty-five dollars (\$125) per month for each eligible bargaining unit employee electing Single coverage. Additionally, the Employer shall contribute two hundred and fifty dollars (\$250) per month for each eligible bargaining unit employee electing either Employee and Spouse, Employee and Child, or Family coverage. However, employees electing coverage under the County's health insurance plan may seek assistance with medical and prescription costs on a case-by-case basis.

In the event it is necessary to raise the HSA deductible amounts 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.

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 subject to the premium rate applied herein or to waive coverage and receive an appropriate pro-rata amount of the waiver of coverage payment.

Additionally, it is agreed and understood that during the term of this Agreement specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider.

- C. The Brown County Board of Commissioners will continue to provide a \$10,000 AD & D policy in conjunction with the hospitalization policy as stated in paragraph A above.
- D. The Brown County Board of Commissioners shall be the sole arbiters of the carrier of the Brown County hospitalization plan.
- E. The Employer shall continue to try to make available to bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits. The Employer reserves the right to change or provide alternate insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article. The Employer will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Employer uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. Should the group and hospitalization insurance coverage and benefits change, the Employer, upon written request of the Union, agrees to meet in good faith, consider options and discuss the 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 Employer reserves the right to institute cost containment measures relative to insurance coverage, so long as it tries to maintain a substantially similar level of benefits. Such changes may include, but are not limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for certain designated surgical procedures. Should the group and hospitalization insurance coverage and benefits change, the Employer, upon written request of the Union, agrees to meet in good faith, consider options and discuss the effects of the changes. Written request from the Union must be presented within fourteen (14) calendar days of the notice of the change.
- G. 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.
- 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. 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.

#### **ARTICLE 32 WAGES**

- A. Wage Scales: Each step on the wage scale represents a completed year of service as a Dispatcher with the Brown County Communications Center.

Employees will advance to the next succeeding step on their anniversary dates of hire.

1. Effective January 1, 2015, rates of pay for bargaining unit employees shall be as follows:

Probationary	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 10 years	After 15 years
\$10.45	\$10.95	\$11.60	\$12.25	\$12.90	\$13.55	\$14.20	\$14.85	\$16.15	\$17.45

2. Effective January 1, 2016, rates of pay for bargaining unit employees shall be as follows which reflects a 2% increase:

Probationary	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 10 years	After 15 years
\$10.66	\$11.17	\$11.83	\$12.50	\$13.16	\$13.82	\$14.48	\$15.15	\$16.47	\$17.80

3. Effective January 1, 2017, rates of pay for bargaining unit employees shall be as follows which reflects a 3% increase:

Probationary	After 1 year	After 2 years	After 3 years	After 4 years	After 5 years	After 6 years	After 7 years	After 10 years	After 15 years
\$10.98	\$11.51	\$12.18	\$12.88	\$13.55	\$14.23	\$14.91	\$15.60	\$16.96	\$18.33

- B. Employees who resign or who are removed will receive all wages and compensation established by this Agreement at the first payroll period after termination.
- C. The Brown County Communications Center will pay forty cents (\$0.40) per hour shift differential to all bargaining unit employees assigned to the split shift of (12p-12a) and seventy-five cents (\$.75) per hour shift differential to all bargaining unit employees assigned to night shift (6p to 6a).

#### **ARTICLE 35 TERMINATION/DURATION**

- A. This Agreement constitutes the entire contract between the County and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the County 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 specifically referred to herein. All past practices are specifically deleted unless

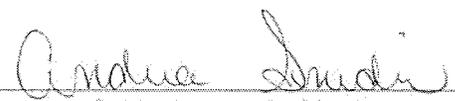
addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

- B. This Agreement shall be in full force and effect from January 1, 2015 to midnight, December 31, 2017 and thereafter from year to year, unless either party services notice of the intent to terminate or modify this Agreement at least sixty (60) days prior to December 31, 2017 or any successive December 31, thereafter.

Signed this 25<sup>th</sup> day at November, 2015.

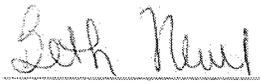
**FOR THE FRATERNAL ORDER OF  
POLICE, OHIO LABOR COUNCIL, INC.:**

  
\_\_\_\_\_  
Mark Scranlon, Staff Representative  
FOP/OLC., Inc.

  
\_\_\_\_\_  
Andrea Snider, Negotiating Team Member

  
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Brian Klein, Negotiating Team Member

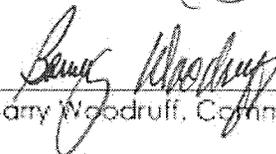
**FOR THE BROWN COUNTY  
COMMUNICATIONS CENTER:**

  
\_\_\_\_\_  
Beth Nevel, Director  
Brown County Communications Center

  
\_\_\_\_\_  
Robert W. Cross  
Cross Management Consultant Services  
Inc.

**FOR THE BROWN COUNTY BOARD  
OF COMMISSIONERS:**

  
\_\_\_\_\_  
Tony Applegate, Commissioner

  
\_\_\_\_\_  
Barry Woodruff, Commissioner

  
\_\_\_\_\_  
Darryl Gray, Commissioner