Tue, 19 May 2015 09:30:15 AM - SERB

State of Ohio
STATE EMPLOYMENT RELATIONS BOARD
Statutory Fact Finding Procedures

Fraternal Order of Police, Ohio Labor Council, Inc. Labor Organization and Brown County Sheriff Public Employer	))))))))))	Case No(s). 2014-MED-09-1141, 2014-MED-09-1142, 2014-MED-09-1143 and 2014-MED-09-1144 GREGORY P. SZUTER, FACT FINDER **REPORT AND RECOMMENDATION**

for the Labor Organization:
Mark Scranton
Courtney Straw, Esq.
FRATERNAL ORDER OF POLICE, OHIO LABOR COUNCIL, INC.
222 E. Town Street
Columbus, Ohio 43215-4611
614-224-5700
<<markscranton.fopolci@yahoo.com>>

Also in attendance:
Deputy Brandon Johnson
Deputy Chad Noble
Deputy/ Detective Charles Ernst
CO Jamie Waters
CO Cpl. Dana Fultd
Deputy Sergeant Buddy Moore

for the Public Employer:

Benjamin Albrecht
FISHEL HASS KIM ALBRECHT LLP
400 S. Fifth Street
Columbus, OH 43215
614-221-1216
<<balbrecht@fishelhass.com>>

Also in attendance:
Dwayne Wenninger, County Sheriff
Daryll Gray, County Commissioner

Hearing Georgetown, Ohio, April 21, 2015
Award Issued : May 19, 2015

Tue, 19 May 2015 09:30:15 AM - SERB

INTRODUCTION

The Brown County Sheriff (herein also "Employer" or "Sheriff") and Fraternal Order of Police, Ohio Labor Council Inc., (herein "Union" or "FOP") are parties to this statutory fact finding procedure ("fact finding") under Ohio R. C. 4117 which is a form of advisory interest arbitration for the purpose of to establishing the terms for a collective bargaining agreement. This fact finding relates to the successors to two collective bargaining agreements ("CBA" or "Agreement") between the Union and the Employer covering four certified units.

UNIT FOR BARGAINING

The Sheriff of Brown Country Ohio provides law enforcement and investigative services and court house security in Brown County, county seat, Georgetown, Ohio. The Sheriff operates a jail facility. The road patrol/court service (25 employees) and the jail (12 employees) are its major functions. The supervisors' unit (5 employees) consists of sergeants and lieutenants. For discussion purposes only the classifications are described as "road patrol" and "corrections" in general. The corrections and miscellaneous classifications are considered together by that reference, and the road patrol refers to the others, including the supervisors if the context permits.

The county-wide emergency communication service ("dispatchers" or "911") is not part of the Sheriff Office but its members are also represented by FOP-OLC.

There are four bargaining units of the Sheriff's employees that are represented by the FOP which had prior certifications. They are the deputy sheriff officers and corporals for road patrol and court services and administrative deputies (2014-MED-09-1141), the supervisors' unit

Tue, 19 May 2015 09:30:15 AM - SERB

(2014-MED-09-1142), the correction officers unit[1] (2014-MED-09-1143) and the unit of cooks, clerks, EMT's, (2014-MED-09-1144) all employed by the Sheriff with the Chief Deputy and the Sheriff being excluded in each case. The parties historically bargained together for their respective CBA's which are in the form of two agreements, one for the supervisors' unit, and the other for all other represented classifications (aka "multi unit CBA") which covers about 40 members. The term of the expiring agreements is January 1, 2012 through December 31, 2014 . All units are participating in the negotiations for the two separate but similar agreements.

The parties met in negotiation for the terms of the CBA in accord with the law on October 31, 2014, December 11, 2014, November 17, 2014 and December 17, 2014. In each case the Sheriff's attorney was present without another representative of the Sheriff except for November 17, 2014 when a representative of management was present. The Union made a number of proposals but the Sheriff made none. No Articles were agreed in those sessions although a number of articles were unopened in those discussions.

Matters still at impasse between the Sheriff and the units were submitted to advisory fact finding. The undersigned was appointed Fact Finder in this dispute by the State Employment Relations Board (SERB) by letter of January 21, 2015, pursuant to R.C. 4117.14(C)(3).

---

[1] This unit includes corrections corporals. There have been no corrections sergeants or lieutenants. The parties had discussed and may have agreed on the modification of the corrections unit (or creation of a new unit) to recognize Corrections Lieutenants and Correction Sergeants (both unsworn). However, that is not an existing term of either agreement and requires action by the State Employment Relations Board. It is not addressed in this Report and Recommendation.

Tue, 19 May 2015 09:30:15 AM - SERB

ISSUES

This Fact Finder's Report addresses the following issues at impasse as shown in the parties' position statements as of the opening of hearing. Each listed issue contains several sub-issues to be addressed under that heading.

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

HEARING

The evidentiary hearing commenced on April 21, 2015, at Georgetown, Ohio pursuant to the parties' Stipulation in accord with O.A.C 4117-9-05(G). That stipulation was modified at the hearing to extend the period for the fact finding report. Pre-hearing statements of the issues were submitted by timely on April 20, 2015 in conformity with O.A.C 4117-9-05(F). At the hearing the parties entered tentative agreements (TA) resolving several of the issues. The Parties' Stipulation, as modified, and Tentative Agreements are at **Appendices A and B** respectively.

MEDIATION

The Ohio law encourages fact finders and conciliators to mediate disputes when practical. R.C. 4117.14 (C)(4)(f). After a good faith attempt to mediate the positions, the impasse was resolved as to all but one issue. Those resolved by TA are set out in **Appendix B**. Those agreed through mediation (Article 8, Hours of Work and Overtime; Article 21, Equipment, and Article 24, Wages) are set out in the agreed award below. The one unresolved issue is shown as recommended under Article 25, Hospitalization.

Tue, 19 May 2015 09:30:15 AM - SERB

CRITERIA

In compliance with Ohio Revised Code § 4117.14C(4)(e) and Ohio Administrative Code Rule 4117-9-05(J) and 4117-9-05(K), the Fact Finder considered the following in making the findings contained in this report:

1. Past collective bargaining agreements between the parties;
2. Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved;
3. The interest and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
4. The lawful authority of the public employer;
5. Any stipulations of the parties;
6. Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

Except for one issue, Article 21 Hospitalization, the operative criteria applied throughout this Report and Recommendation in is chiefly criteria #5, "any stipulations of the parties." Aside from the one disputed issue, all other issues were agreed in one form or another. They were either became agreed by TA (Appendix B) or through mediation (Appendices C, D and E) or as recommended (Appendix F).

Tue, 19 May 2015 09:30:15 AM - SERB

REPORT AND RECOMMENDATION

ISSUE: Tentative Agreements (TA)

CONTRACT SECTIONS:
At the opening of the hearing both of the parties agreed the following Articles would remain with their current contract language (CCL). In addition, the parties entered TA's at the close of hearing on additional issues. Those are recited at issues entitled Educational Program, Grievance Procedure and Duration. (Articles 20, 23, 36/38) All the TA's appear at **Appendix B**. The current contract language agreement at the opening of the hearing was for the Articles listed here:

Multi Unit Agreement
Article 01: Purpose
Article 02: Nondiscrimination
Article 03: Dues Deductions and Fair Share Fee
Article 04: Management Rights
Article 05: No Strike/no Lockout
Article 06: Personnel Files
Article 07: Probationary Period
Article 09: Call-in Pay, Court Appearance, On-call Pay
Article 10: Absenteeism
Article 11: Seniority
Article 12: Assignment of Work
Article 13: Job Posting
Article 14: Layoff and Recall
Article 15: Vacation Leave
Article 16: Holidays
Article 17: Leaves of Absence
Article 18: Sick Leave Conversion upon Retirement
Article 19: Lodge Security and Bulletin Board
Article 22: Discipline
Article 26: Maintenance of Standards
Article 27: Severability
Article 28: Alcohol and Drug Testing
Article 29: Physical Fitness
Article30: Labor/management Committee
Article 31: Work Rules
Article 32: Health and Safety
Article 33: Canine Compensation
Article 34: Retirement
Article 35: Bargaining Unit Work

Supervisors Agreement
Article 01: Purpose
Article 02: Nondiscrimination
Article 03: Dues Deductions and Fair Share Fee
Article 04: Management Rights
Article 05: No Strike/no Lockout
Article 06: Personnel Files
Article 07: Probationary Period
Article 09: Call-in Pay for Court Appearance
Article 10: Absenteeism
Article 11: Seniority
Article 12: Assignment of Work
Article 13: Job Posting
Article 14: Layoff and Recall
Article 15: Vacation Leave
Article 16 Holidays:
Article 17: Leaves of Absence
Article 18: Sick Leave Conversion upon Retirement
Article 19: Lodge Security and Bulletin Board
Article 22: Discipline
Article 26: Maintenance of Standards
Article 27: Severability
Article 28: Alcohol and Drug Testing
Article 29: Physical Fitness
Article 30: Labor/management Committee
Article 31: Work Rules
Article 32: Health and Safety
Article 33: Canine Officer Compensation
Article 34: Retirement

POSITIONS: The Employer: The Employer has agreed in separate documents to tentative agreements on several of the issues at the hearing on the merits.

POSITIONS: The Union: The Union has agreed has agreed in separate documents to tentative agreements on several of the issues at the hearing on the merits.

Tue, 19 May 2015 09:30:15 AM - SERB

FACT FINDINGS : The Tentative Agreements reported are those listed at **Appendix B.**

ISSUE Tentative Agreements Recommendation: The Fact-Finder recommends those tentative agreements. Those open terms that were not subject to tentative agreements at the hearing that were placed before the Fact Finder are subject to fact finding report below.

ISSUE: No. 1. Hours of Work

CONTRACT : Article 8 Hours of Work and Overtime

POSITIONS: The Union's Proposal:
Article 8C. Workday. Except for court service, investigation, clerks, paramedics, and cooks, change normal workday from 8, 10, or 12 hours of work to 12 hours of work a day in a 14 day period including one 8 hour day. For corrections , short day may be canceled but overtime worked will be paid and not banked as compensatory time.
Article 8D(3) Scheduling. New terms on bidding shifts, rotations and short days.
Article 8D (3). Overtime. Delete reference to use of 84 hours compensatory time use during the year.

POSITIONS: The Employer's Proposal :
Article 8C. Workday. Retains existing definition of normal workday but adds language changes to 12 hour day similar to Union proposal.
Article 8D (2). Overtime. Change overtime from over 80 hours to 84 hours in a 14 day period.
Article 8D(3) Scheduling and Article 8D (3). Overtime. Opposes Union proposal.

FACT FINDINGS : Although the CBA provides 8, 10 and 12 hour shifts at Article 8C, Workday, the current practice is a 12 hour shift for the road patrol and corrections except for the ancillary classifications. This is the practice of the current Sheriff who has announced intention not to seek reelection. The Union's proposal seeks to preserve the current practice over the transition to a new administration. The Employer is generally agreeable subject to restraining overtime costs by extending the overtime threshold from over 80 to 84 hours in a 14 day period.

The short day for corrections, while traditionally canceled, has recently become necessary for employees to work. The Union agrees to the necessity but that any overtime should not be banked as compensatory but instead paid at the applicable rate. That would make the 84 hour language of Article 8D (3), Overtime unnecessary.

Currently all classifications bid shifts based upon seniority at Article 8D(3) Scheduling. The Union seeks to add rotations and short days. This provides flexibility for some members such as those having court-ordered visitation rights.

The Union withdrew the proposal on bidding, Article 8D (2).

Tue, 19 May 2015 09:30:15 AM - SERB

ISSUE 3 Recommendation: After mediation the parties agreed to a 12 hour shift with some concessions towards costs and some housekeeping corrections.(Article 8C. Workday). The overtime threshold was agreed to become 84 hours at Article 8E(2) Overtime, with the following language inserted after the first sentence.

> **"For all the bargaining unit employees regularly scheduled to work 12 hour shifts, employees shall be eligible for overtime compensation for all hours actually worked in excess of 12 hours on their regularly scheduled workday or in excess of 84 hours worked during the standard work period of fourteen (14) days. Employees regularly scheduled to work 8 hour or 10 hour shifts shall be eligible for overtime for the actual time an employee works in excess of 80 hours worked during the standard work period of fourteen (14) days."**

The 84 hours under Article 8E(3) Overtime was agreed to become 96 hours.

The parties agreed to current contract language on compensatory time (Article 8D (2)).

The Fact-Finder recommends those agreements. See **Appendix C.** (All terms apply for both supervisor and multi-unit Agreements which appear at the same location in the respective Agreements.)

ISSUE: No. 2. Educational Program

CONTRACT : Article 20 Educational Program

POSITIONS: The Union's Proposal: Provide one non-required (non-OHLEG) training course or class each year of the agreement for each employee.

POSITIONS: The Employer's Proposal : Opposed.

FACT FINDINGS :
The Union's evidence was that training is beneficial to the skills of the employee and relieves risk of liability to the County. The Employer's evidence was that all required training is being provided and that additional training is also provided as needed. It disputed the need for three additional training courses for every employee during the contract term. It was open to consider training requests in labor-management meetings.

ISSUE 3 Recommendation: After mediation the Union withdrew this proposal and agreed to current contract language. The Fact-Finder recommends the TA. **Appendix B.**

Tue, 19 May 2015 09:30:15 AM - SERB

ISSUE: No. 3 Equipment

CONTRACT : Article 21 Equipment

POSITIONS: The Union's Proposal : Increase to $750.00 the current uniform allowance of $425.00. Add boot and shoe allowance. Replace body armor per manufacturer's recommendation. Replace uniform no later than 30 days from the report of damage or need. Change "on or around January 1" to before the second pay of each year of the agreement.

POSITIONS: The Employer's Proposal : Opposes Union Proposal. Proposes replacement of uniform within 30 days of report of damage or need subject to availability of funds with no other changes.

FACT FINDINGS : The parties agreed to the need to replace body armor consistent with the manufacturer's recommendations. The need for replacement of other uniform parts could not be accommodated on demand based on whether funds are available. The Union receded from the increase of the allowance including for shoes and boots. The Employer agreed to the timing of paying the allowance.

ISSUE 3 Recommendation: After mediation the Sheriff modified its proposal in response to the Union to agree that replacements could be made consistent with the warranty specifications. The Employer's position was agreed to with that addition to Article 21A**.**

> **"Such order for replacement shall occur no later than thirty (30) days following the report of such damages/need and or warranty specifications subject to the availability of funds in the budget of the Sheriff's office. If no funds are available at the time the request is made, such order shall be made within 30 days of when the funds are available, except for body armor which shall be replaced consistent with the manufacturer's specification. The employer shall replace up to a minimum level A body armor."**

The Employer also agreed to the time change for the payment of the allowance but no increase. The Fact-Finder recommends those agreements See **Appendix D**. (The new terms of Article 21A and modification of Article 21 E apply for both supervisor and multi-unit Agreements which appear at the same location in the respective Agreements.)

Tue, 19 May 2015 09:30:15 AM - SERB

ISSUE: No. 4. Grievance Procedure

CONTRACT : Article 23 Grievance Procedure

POSITIONS: The Employer's Proposal : Modification of the payment by the parties of the arbitrator fees and expenses to become "loser pays" (ie. costs borne by non-prevailing party) from existing language of equal payment by the parties.

POSITIONS: The Union's Proposal: Opposes.

FACT FINDINGS :
The standard collective bargaining term is equal payment by comparison to a majority of other agreements in the same sort of units and also in other units.

ISSUE 3 Recommendation: After mediation the Sheriff receded from his proposal. The parties agreed to maintain the current language Article 23. The Fact-Finder recommends the TA. See **Appendix B.**

ISSUE: No. 5. Wages

CONTRACT : Article 24 Wages

POSITIONS: The Union's Proposal: (>12% in 3 years overall)[2]

2015 4% (retroactive 1/1)
with $2.41/hr adjustment for road deputies and $1.00/hr. differential for detectives.
2016 4% (1/1)
2017 4% (1/1)
Add: Longevity steps at 25years ($0.40/ hr.) and 30 years ($0.45/hr.)
Add: $2.00 to rate for off duty details and add posting system for filling off-duty details.

POSITIONS: The Employer's Proposal : (0% in 1st year with annual re-openers)

2015 0% (retroactive 1/1)
2016 re-open (1/1)
2017 re-open (1/1)
Opposes all other changes.

FACT FINDING :

Road deputies had a take-home car prior to the last Agreement. Within months of that Agreement the Employer removed the take-home car. During the negotiations for that Agreement

---

[2] The Union wage proposal contained rates for Corrections Lieutenant and Corrections Sergeants (both unsworn) which is related to the composition of the unit. See note 1 above.

Tue, 19 May 2015 09:30:15 AM - SERB

the Sheriff represented the value of the take-home car was $5,000 per deputy. The Union is now seeking to restore that value which it computes to be $2.41 per hour. Cars are now used on rotation with one user per shift rather than one user per car. The Employer cites the cost of maintaining one car per deputy in terms of maintenance and replacement. It insists that it provided the car within its management rights to invest in capital equipment and removal of capital equipment is its right also.

The Employer opposes longevity additions because there are currently no employees in the new proposed brackets. The Union asserts that 2 to 3 employees may be in those brackets before the end of the contract term.

Off-duty details are not compensated by the Employer. The Union seeks a seniority system for the offering of the details to avoid favoritism particularly in light of the prospect for a new sheriff within the contract term. Administrative burden of managing a posting/seniority system for service that is not provided or paid by the Sheriff was resisted by the Employer. There was discussion about using a file card application maintained in seniority order and chosen sequentially, subject to a penalty for refusal to work the detail.

A signing bonus was agreed in lieu of a retroactive pay increase with a midyear increase. A similar pattern with an increase in January and midyear was agreed. The Union receded from any additional longevity steps and from adjustment for removal of the take-home car.

ISSUE 6 Recommendation: After mediation the parties each modified their proposals in response to each other. They agreed to the following, overall about 7% over three years:

2015 $230.00 signing bonus to each employee on payroll as of ratification.
2% (7/1)
2016 1% (1/1)
1% (7/1)
2017 1.25% (1/1)
1.75% (7/1)
Add (7/1/15): $0.30/hr. differential for detectives
$2.00 to rate for off duty details.
Add language (new Article 24D (6)) for card file to fill off-duty details:

" Detail 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."

The Fact-Finder recommends those agreements See **Appendix E**. (The terms new Article 24D (6) apply for both supervisor and multi-unit Agreements which appear at the same location in the respective Agreements.)

Tue, 19 May 2015 09:30:15 AM - SERB

ISSUE: No. 6. Healthcare Insurance

CONTRACT : Article 25, Hospitalization *(This is the sole disputed issue remaining after mediation.)*

POSITIONS: The Employer's Proposal :
Article 25 A. change 85%/15% to 80 %/20%.
Article 25 B. Delete language for Health Savings Account (HSA).
Article 25 H. Delete waiver payment to an employee where coverage is provided through a family member employed by the County.
Article 25 I. Delete subpart. (Refers to transition out of HSA)

POSITIONS: The Union's Proposal:
Proposes CCL on all terms of Article 25.[3]

FACT FINDINGS: The disputed terms under this issue are in three subcategories. They are the premium split, the HSA language, and 2009 policy reference.

The County obtains it's a 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. (Emp. Tab 6, Un. Tab 8-30) 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.

Financial considerations. This is criteria #3.

Brown County has population 44,264 persons. Over 95% of the surface area is cropland pastoral or forest. The median household income is $45,807. Its unemployment rate is 7.3% compared to statewide 5.6% and United States 5.8% as of February 2015.

The County has not seen a growth in the overall budget. It is essentially flatlined. 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.

---

[3] An earlier proposal on the waiver payment was withdrawn after mediation.

Tue, 19 May 2015 09:30:15 AM - SERB

County revenue is consistently about $9 million although it spiked in 2011 to $10 million. The annual carryover as a percentage in 2011was 18.4%. It increased to 20.18% in 2013 and 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 about two months 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 Sheriff's total budget for 2014 was $2.6 million and is projected at $2.8 million for 2015. The increase is attributed chiefly to bargaining unit salaries. The Sheriff has zeroed out his budget every year with existing costs. Although the Sheriff expends 99% of the budget annually, the budget projections are habitually lower so that the deficits made up by fund transfers from other budgets.

Bargaining history. This is criteria #1 and includes to a degree past stipulations, #5.

Healthcare coverage had been provided through a traditional Medical Mutual plan until March 11, 2008. Because the vendor's bid to continue the same level of coverage had a premium increase of 16%, the Board of Commissioners decided to change the form of policy to a Health Savings Account (HSA) effective April 1, 2009 to March 31, 2010. The switch by the County Commissioners to an HSA resulted in a premium decrease for all employees. It was effectively a 60/40% cost split with a funding mechanism through the HSA. In the Sheriff's Office, while supervisors paid 40% of the premium and the deputies paid 20%, the deputies did not receive the same cash contributions to the HSA for the deductibles that the supervisors did. Factfinder Tolly in May 2009 recommended the Employer's proposal for the HSA policy subject to increasing the County contributions towards the deductibles.

Represented employees had challenged the change to the HSA in unfair labor practice and through the grievance procedure. The grievance was found meritorious by Arbitrator Imundo on August 21, 2009. In that award he ordered the termination of the HSA program and its replacement with the traditional program in existence previously.

The HSA language as it appears currently in the Agreement had its genesis during the conciliation on the Tolley factfinding and just after the Imundo award. It was prepared by the Employer on September 16, 2009. As a result of the mediation process the order by Conciliator Weisheit adopted it as a TA and it was entered September 26, 2009. That language provided a premium split of 70/30 with a contingency for an HSA. That language continued in the 2010 – 2011 Agreement with a 75/25 split. The Sellman factfinding in 2012 resulted with an 85/15 split of the premium.

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[4]

---

[4] It appears that the mediation was on the grievances filed in March 2014 by the Sheriff and 911 units. (EX 6, UX 8-29)

Tue, 19 May 2015 09:30:15 AM - SERB

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.

Premium split. This includes internal comparisons which is part of criteria #6.

The current plan is 85%/15% split of the premium payment as between the County and employee. 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 a 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 Clermont. 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.

Comparative data. This is the all important criteria#2.

The comparison of premium splits in the SERB data shows that 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 is 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 1000 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 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

Tue, 19 May 2015 09:30:15 AM - SERB

considered. There the single premium of a $530 is much lower than the County as is the family premium of $1,421.

Waiver payments.

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 waiting period for employees not covered by the County. The Union proposes the existing waiver language.

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. That CBA inserted a "not" in the waiver language to exclude the employees receiving County benefits by virtue of a family member's County employment.

Other matter.

The April 1, 2009 policy reference at Article 25 I would be omitted in the Employer's proposal. Its purpose it 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 change of date for the payment of the waiver amount seems to have been proposed initially by the Sheriff and is agreeable to the Union.

Conclusion.[5]

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. The internal comparisons are actually not part of criteria #2 as written. They are merely other factors (#6). 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.

---

[5] Criteria #4, lawful authority of the employer is not contested here.

Tue, 19 May 2015 09:30:15 AM - SERB

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 the Imundo Award and the transition back to the traditional plan in 2014. The 911 CBA treatment of the HSA language will be recommended and appears in the appendix.

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 $1000 as a waiver payment, if they would not be married to a County worker. There is no reason that one employee should receive a 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 who spouse works elsewhere. The current contract language will be recommended.

Finally, the revision to April 15 for the payment of the stipend will be recommended as apparently agreed.

ISSUE 6 Recommendation:
Article 25 A. Current contract language.
Article 25 B and Article 25 I. Current contract language for Health Savings Account (HSA) except reference to pre April 1, 2009 policy deleted. See **Appendix F**
Article 25 H. Current contract language but change April 1 to April 15. See **Appendix F**

ISSUE: No. 7. Duration

CONTRACT : Article 35/36 Duration

POSITIONS: The Employer's Proposal : None

POSITIONS: The Union's Proposal: Effective date January 1, 2015 to December 31, 2017

FACT FINDING :
Both parties agreed to the proposal of the Union as to duration and will be ordered.

ISSUE 7 Recommendation: Duration (Article 35 Multi-unit, Article 36 Supervisors), the Union's final proposal is recommended per the TA. See attached **Appendix B.**

Tue, 19 May 2015 09:30:15 AM - SERB

Made and entered at Cuyhoga County, Ohio
May 19, 2015

Gregory P. Szuter, Fact Finder

PROOF OF SERVICE:
The foregoing has been sent by electronic mail via the internet on **May 19, 2015**, to both Fraternal Order of Police, Ohio Labor Council Inc. and the Brown County Sheriff in care of their representatives per addresses shown on the cover and filed with the State Employment Relations Board in the same manner.

Tue, 19 May 2015 09:30:15 AM - SERB

APPENDIX A

Tue, 19 May 2015 09:30:15 AM - SERB

EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to ~~May 31, 2015.~~ June 30, 2015 The parties waive the provisions of 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 O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to December 31, 2014.

APPROVED BY:

F.O.P., Ohio Labor Council, Inc. Staff Representative	Brown County Sheriff

Supervisors Unit

Tue, 19 May 2015 09:30:15 AM - SERB

EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to ~~May 31, 2015.~~ June 30, 2015 The parties waive the provisions of 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. O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to December 31, 2014.

APPROVED BY:

F.O.P., Ohio Labor Council, Inc.
Staff Representative

Brown County Sheriff

Multi Unit

Tue, 19 May 2015 09:30:15 AM - SERB

Subject: FW: Brown County Sheriff's Office Factfinding

From: Benjamin Albrecht (BAlbrecht@fishelhass.com)

To: markscranton.fopolci@yahoo.com;

Date: Wednesday, February 11, 2015 11:28 AM

See below. We are good to extend through April 30. My April is starting to get really busy, perhaps we can get a date set. Also, give some thought if you want to try and get together in March once.

Ben

Benjamin S. Albrecht

Fishel Hass Kim Albrecht LLP

400 S. Fifth Street, Suite 200

Columbus, Ohio 43215

(614) 221-1216-telephone

(614) 221-8769-facsimile

CONFIDENTIALITY NOTICE: This email message (including attachments) is intended only for the person to whom, or entity to which, it is addressed and may contain confidential and/or privileged material. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy/delete this message.

LEGAL NOTICE: If you send email to Fishel Hass Kim Albrecht LLP in connection with a matter for which we do not already represent you, your communication may not be treated as privileged or confidential. If you communicate with us by email in connection with a matter for which Fishel Hass Kim Albrecht LLP already represents you, please remember that Internet email is not secure and you may wish to consider other

Tue, 19 May 2015 09:30:15 AM - SERB

means of sharing the information.

From: Sarah Prebble [mailto:SPrebble@browncountyohio.gov]
Sent: Wednesday, February 11, 2015 11:19 AM
To: Benjamin Albrecht
Subject: RE: Brown County Sheriff's Office Factfinding

Yes, the Commissioners are agreeable to extend factfinding through April 30.

Thanks,

Sarah

Tue, 19 May 2015 09:30:15 AM - SERB

EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to ~~May~~ March 31, 2015. The parties waive the provisions of 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 O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to December 31, 2014.

APPROVED BY:

F.O.P., Ohio Labor Council, Inc.
Staff Representative

Brown County Sheriff

Multi Unit

Tue, 19 May 2015 09:30:15 AM - SERB

EXTENSION AGREEMENT

The parties hereby agree to extend the date for the Factfinding report to ~~May~~ March 31, 2015. The parties waive the provisions of 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 O.R.C. and agree that the conciliator may award wage increases or other matters with cost implications to be retroactive to December 31, 2014.

APPROVED BY:

F.O.P., Ohio Labor Council, Inc.
Staff Representative

Brown County Sheriff

Supervisors Unit

Tue, 19 May 2015 09:30:15 AM - SERB

APPENDIX B

Tue, 19 May 2015 09:30:15 AM - SERB

FOP, OHIO LABOR COUNCIL, INC.
Brown County Sheriff
Multi Unit and Supervisors
Fact Finder Hearing 2015

The following Articles will remain Current Contract Language.

Multi Unit Agreement

Article 01: PURPOSE
Article 02: NONDISCRIMINATION
Article 03: DUES DEDUCTIONS AND FAIR SHARE FEE
Article 04: MANAGEMENT RIGHTS
Article 05: NO STRIKE/NO LOCKOUT
Article 06: PERSONNEL FILES
Article 07: PROBATIONARY PERIOD
Article 09: CALL-IN PAY, COURT APPEARANCE, ON-CALL PAY
Article 10: ABSENTEEISM
Article 11: SENIORITY
Article 12: ASSIGNMENT OF WORK
Article 13: JOB POSTING
Article 14: LAYOFF AND RECALL
Article 15: VACATION LEAVE
Article 16: HOLIDAYS
Article 17: LEAVES OF ABSENCE
Article 18: SICK LEAVE CONVERSION UPON RETIREMENT
Article 19: LODGE SECURITY AND BULLETIN BOARD
Article 22: DISCIPLINE
Article 23: GRIEVANCE PROCEDURE
Article 26: MAINTENANCE OF STANDARDS
Article 27: SEVERABILITY
Article 28: ALCOHOL AND DRUG TESTING
Article 29: PHYSICAL FITNESS
Article 30: LABOR/MANAGEMENT COMMITTEE
Article 31: WORK RULES
Article 32: HEALTH AND SAFETY
Article 33: CANINE COMPENSATION
Article 34: RETIREMENT
Article 35: BARGANING UNIT WORK

Supervisors Agreement

Article 01: PURPOSE
Article 02: NONDISCRIMINATION
Article 03: DUES DEDUCTIONS AND FAIR SHARE FEE
Article 04: MANAGEMENT RIGHTS
Article 05: NO STRIKE/NO LOCKOUT
Article 06: PERSONNEL FILES
Article 07: PROBATIONARY PERIOD
Article 09: CALL-IN PAY FOR COURT APPEARANCE
Article 10: ABSENTEEISM
Article 11: SENIORITY
Article 12: ASSIGNMENT OF WORK
Article 13: JOB POSTING
Article 14: LAYOFF AND RECALL
Article 15: VACATION LEAVE
Article 16: HOLIDAYS
Article 17: LEAVES OF ABSENCE
Article 18: SICK LEAVE CONVERSION UPON RETIREMENT
Article 19: LODGE SECURITY AND BULLETIN BOARD
Article 22: DISCIPLINE
Article 23: GRIEVANCE PROCEDURE
Article 26: MAINTENANCE OF STANDARDS
Article 27: SEVERABILITY
Article 28: ALCOHOL AND DRUG TESTING
Article 29: PHYSICAL FITNESS
Article 30: LABOR/MANAGEMENT COMMITTEE
Article 31: WORK RULES
Article 32: HEALTH AND SAFETY
Article 33: CANINE OFFICER COMPENSATION
Article 34: RETIREMENT

FOR THE EMPLOYER:

FOR THE FOP:

Date Submitted: Fact Finder Hearing

Date Accepted: 04-21-15

Tue, 19 May 2015 09:30:15 AM - SERB

Cook

ARTICLE 20
EDUCATIONAL PROGRAM

A. Each employee shall be granted the opportunity to attend a minimum of one (1) educational program or school of his/her choice each year~~ as the budget may allow~~. The program school must pertain to subject matter dealing with that employee's divisional assignment, and shall be at no cost to that employee. Educational benefits shall be made available to all employees on an equal and rotating basis.

B. A new employee of the Sheriff's Office hired as a Road Deputy, Corrections Officer or Dispatcher who receives County paid training (tuition to the Ohio Peace Officers School, 440 hours) in order to attain certification as a sworn deputy under O.R.C. Section 311.04 will agree, as a condition of employment, to work for the County for a period of 12 months after completion of the training or to reimburse the County a prorated share of training costs. The prorated amount will be determined by the percentage amount of the 12-month period completed multiplied by the tuition cost. (Months completed divided by 12 months = %; % multiplied by tuition cost = amount to be repaid. Example: employee worked 6 months = .5 x $675 = $337.50.) The 12-month period is not a guarantee of continued employment with the Brown County Sheriff's Office; employees may be terminated for just cause or removed during their probationary period under Article 7.

C. Any State of Ohio required training, after date of hire, which is mandated in order to maintain a Peace Officers Commission, Corrections Officer Certification, Dispatchers Certification, including firearms qualification shall be provided by the Brown County Sheriff's Office at no expense to the Bargaining Unit Member. **S**~~Approval for s~~cheduling and attendance of ~~any~~ such training **shall be the responsibility** ~~is at the sole discretion~~ of the sheriff~~ and related to the availability of funds~~.

D. Paramedic: Any State of Ohio required training, after date of hire, which is mandated in order to maintain certification as an EMT-Paramedic as set forth in Ohio Revised Code, shall be provided by the Brown County Sheriff's Office at no expense to the Bargaining Unit Member. Bargaining Unit Members shall be compensated in accordance with this agreement for all time associated with the mandated training up to the rate of pay for a normal work day.

Tue, 19 May 2015 09:30:15 AM - SERB

FOR THE EMPLOYER:

FOR THE FOP:

Date Submitted: Fact Finder Hearing

Date Accepted: 4-21-15

Tue, 19 May 2015 09:30:15 AM - SERB

Co Co L

ARTICLE 20
EDUCATIONAL PROGRAM

A. Each employee shall be granted the opportunity to attend a minimum of one (1) educational program or school **(other than in house or OLEG training)** of his/her choice each year ~~as the budget may allow~~. The program school must pertain to subject matter dealing with that employee's divisional assignment, and shall be at no cost to that employee. Educational benefits shall be made available to all employees on an equal and rotating basis.

B. Any State of Ohio required training, after date of hire, which is mandated in order to maintain a Peace Officers Commission, Corrections Officer Certification, including firearms qualification shall be provided by the Brown County Sheriff's Office at no expense to the Bargaining Unit Member. **S**~~Approval for s~~cheduling and attendance of ~~any~~ such training **shall be the responsibility** ~~is at the sole discretion~~ of the Sheriff ~~and related to the availability of funds~~.

FOR THE EMPLOYER:

FOR THE FOP:

Buddy Moore

Date Submitted: Fact Finder Hearing

Date Accepted: 04-21-15

Tue, 19 May 2015 09:30:15 AM - SERB

ARTICLE 35 or 36
DURATION

A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management 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, 201**5**~~2~~, except as otherwise indicated herein, and shall remain in effect up to and including December 31, 201**7**~~4~~.

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 EMPLOYER:

FOR THE FOP:

Date Submitted: Fact Finder Hearing

Date Accepted: _____

Tue, 19 May 2015 09:30:15 AM - SERB

APPENDIX C

Tue, 19 May 2015 09:30:15 AM - SERB

ARTICLE 8
HOURS OF WORK

A. Purpose.

This Article defines the normal hours of work for the Brown County Sheriff's Office. Due to the nature of the legal requirement of the Department in preserving the peace and tranquility, and the duty owed to the citizens and taxpayers of Brown County, the Sheriff shall in good faith have the absolute discretion in determining the normal work schedule and the normal workday and work hours.

B. Work Period.

The normal work period for the Brown County Sheriff's Office shall be a fourteen (14) calendar day payroll period.

C. Workday.

The normal workday shall **for Corrections Officers and Corrections Corporals shall be 12 hours a day in a fourteen day period, one of which may be eight (8) hours with every other Friday, Saturday and Sunday off.** ~~consist of eight (8), ten (10), or twelve (12) hours of work or until such time as the employee has completed his assigned duties.~~ **Management may, in their sole discretion, cancel the eight (8) hour day for bargaining unit employees assigned to the Corrections Division.** ~~In the event this occurs, it is understood and agreed that overtime paid for these hours worked will be paid out and not available to be banked at compensatory time.~~

The normal workday shall for Deputy Sheriff's and Corporals assigned to road patrol shall be 12 hours a day in a fourteen day period, one of which may be eight (8) hours with every other Friday, Saturday and Sunday off.

Deputy Sheriff's and Corporals assigned to work in court service, investigation, administrative assistant, paramedic/paramedic-RN, Administrative Deputy or cook shall be scheduled eight (8) hours a day with every Friday and Saturday off. SAT - SUN

Deputy Sheriff's and Corporals assigned to work in the Solid Waste Position shall work ten hours a day with either Friday, Saturday, Sunday or Saturday, Sunday and Monday off.

Tue, 19 May 2015 09:30:15 AM - SERB

D. Scheduling.

1. Determination of the starting time of daily and weekly work schedules shall be made by the Sheriff. The schedules will be posted ten (10) days in advance of their starting time.

2. On occasion, the Sheriff may find it necessary to change an employee's schedule or require said employee to work in excess of the employee's scheduled hours per his/her workday. When such occasion occurs, the Sheriff shall endeavor to give the employee twelve (12) hours notice of the schedule change except in the case of an emergency. An employee who fails to report to work as ordered shall be subject to discipline.

3. Shifts will be assigned by seniority within their respective ranks. Employees shall bid for their shift choice twice per year on or about May 15 and November 15, respectfully. **Bids will include shifts, ~~rotations and short days.~~** Shifts will be effective on January 1 and July 1 following each shift bid, unless otherwise noted on the shift bid. However, once the shift assignments are made, the employer reserves the right to reassign employees from their selected shift due to the employer's operational needs and/or due to employee performance issues. Except in cases of emergency, employees shall be provided ten (10) days notice of the change. A written explanation will be provided in the event an employee is reassigned. The reassignment may be grieved in the event it is believed bumping a more senior employee from their selected shift is arbitrary or capricious.

E. Overtime.

1. Definitions.

a. "Regular rate of pay" means the hourly rate of pay, which an employee would have received for work performed during non-overtime hours.

b. "Overtime rate of pay" means one and one-half (1 ½) times the employee's regular rate of pay.

c. "Allowed time," means hours paid for but not worked, as provided in this Agreement.

d. "Actual time worked" means hours of work wherein an employee is paid while performing work for the Employer. Approved vacation time, compensatory time, holiday time as long as no sick time (excused or unexcused) is used in the same pay period, excused sick leave use, and funeral leave shall count as hours worked.

e. "Compensatory time" means one and one-half (1-½) hours off work for each one (1) hour of overtime worked.

Tue, 19 May 2015 09:30:15 AM - SERB

2. Overtime, at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an employee for the actual time the employee works in excess of ~~eighty (80)~~ hours worked during the standard work period of fourteen (14) days. An employee shall be allowed the choice of compensatory time, per the requirements of applicable federal law, in lieu of compensation by way of the overtime rate of pay. Employees classified as cooks will not be forced to change their off days for the sole purpose of avoiding overtime.

84

3. Compensatory time shall be granted in lieu of overtime compensation upon mutual agreement of the Employee and the Sheriff. Compensatory time shall not accumulate beyond a maximum of two-hundred forty (240) hours. In the event an Employee accumulates their maximum hours of compensatory time, any additional overtime worked shall be compensated with overtime pay. ~~Employees may use up to eighty-four (84) hours of compensatory time a year. At the discretion of the Sheriff, more than eighty-four (84) hours may be used per year based on extenuating circumstances.~~ When an Employee desires to use compensatory time off that he has accumulated, it shall be scheduled and granted with the mutual consent of the Employee and the Employer. Upon termination from employment for any reason, the Employee shall receive full compensation for all hours of unpaid compensatory time.

C.C.L. BUT 96 HOURS

Upon the request of an employee and in the event sufficient funds exist, employees shall be permitted to request payment for up to twelve (12) hours of compensatory time to be paid during the last pay period of the calendar year. In the event insufficient funds exist to provide such payment, an employee's compensatory time will be carried to the next year. In the event sufficient funds exist, employees may request payment for compensatory time in excess of the twelve (12) hour cap.

4. Non-duplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provision in this Agreement.

F. Bargaining unit members who have not used any sick time, either excused or unexcused, for any consecutive one hundred and twenty (120) calendar days will earn one (1) bonus day to be taken within the next four (4) month period. The one hundred and twenty day consecutive calendar day period begins the first day following the last incident of sick leave and ends one hundred and twenty calendar days later. All bargaining unit members shall be credited one personal day at the start of each calendar year that is not an earned day; and not deducted from earned sick leave. A bargaining unit member must notify the Sheriff or his designee for approval to apply to take an earned day or bonus day twenty-four (24) hours in advance. Bonus days or earned days are non-cumulative from year to year. Sick leave used under Article 17(A) - Funeral

Tue, 19 May 2015 09:30:15 AM - SERB

Leave shall not count as an absence. A Bonus day will be the number of hours the employee is normally scheduled to work when the employee takes the Bonus day.

A bargaining unit member injured in the line of duty, who submits a written report, approved by the Sheriff, will not have any absence from this on-duty injury count against accruing a bonus day.

FOR THE EMPLOYER:	FOR THE FOP:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Date Submitted: Fact Finder Hearing

Date Accepted: _____

INS. E-2

FOR ALL BARGAINING UNIT EMPLOYEES REGULARLY SCHEDULED TO WORK 12-HOUR SHIFTS, EMPLOYEES SHALL BE ELIGIBLE FOR OVERTIME COMPENSATION FOR ALL HOURS ACTUALLY WORKED IN EXCESS OF 12 HOURS ON THEIR REGULARLY SCHEDULED WORKDAY OR IN EXCESS OF 84 HOURS WORKED DURING THE STANDARD WORK PERIOD OF FOURTEEN (14) DAYS.

EMPLOYEES REGULARLY SCHEDULED TO WORK 8-HOUR OR 10-HOUR SHIFTS SHALL BE ELIGIBLE FOR OVERTIME FOR THE ACTUAL TIME AN EMPLOYEE WORKS IN EXCESS OF EIGHTY (80) HOURS WORKED DURING THE STANDARD WORK PERIOD OF FOURTEEN (14) DAYS.

Tue, 19 May 2015 09:30:15 AM - SERB

APPENDIX D

Tue, 19 May 2015 09:30:15 AM CERB

ARTICLE 21
EQUIPMENT

A. The Sheriff's Office shall pay the full cost of replacement of any article or uniform or equipment required with the uniform when it is worn out or damaged beyond usable repair in the line of duty subject to the availability of funds in the budget of the Sheriff's Office. **Such order for replacement shall occur no later than thirty (30) days following the report of such damage/need subject to the availability of funds in the budget of the Sheriff's Office. If no funds are available at the time the request is made, such order shall be made within 30 days of when the funds are available,** and/or warranty specifications except for body armor which shall be replaced consistent with manufacturer specification

B. All officers of the Brown County Sheriff's Office will be issued and must use the standard Sheriff's Office handgun and holster, unless otherwise approved by the Sheriff, or designee.

1. All officers will qualify with this weapon; and

2. All officers will only carry the Sheriff's Office approved weapon while on duty.

C. The Sheriff will provide the following health and safety issues for members of the bargaining unit:

1. Adequate first aid equipment as determined by the Sheriff.

2. A psychologist or psychiatrist designated by the Sheriff for post shooting trauma counseling for any bargaining unit member involved in a shooting incident, at no cost to the employee; the Sheriff's Office will cover the cost not reimbursed by the employee's health insurance cost.

3. Rubber gloves and disinfectant soap or cream shall be made available to bargaining unit personnel who may come into contact with fluids containing blood borne pathogens.

4. The Sheriff's Office will provide at no cost to the bargaining unit member, vaccinations for Tuberculosis (TB) and Hepatitis B. Bargaining unit members who decline to be vaccinated will be required to sign a waiver declination. Bargaining unit members who are exposed to Blood Borne Pathogens such as AIDS may request to be given a test at no cost to the bargaining unit member, while the Sheriff will be given a copy of the test results, these results will be confidential and not released to the public.

5. The Sheriff will provide each bargaining unit member who is a sworn Deputy Sheriff with approved bullet-protective body armor, which will be worn at all times on duty. The Sheriff will replace these vests in accordance with manufacturer's specifications. The Employer shall replace up to a minimum level 2-A body armor.

D. The County will reimburse all bargaining unit members for any damaged eye wear or any other medically necessary health items destroyed in the line of duty and such destruction

Tue, 19 May 2015 09:30:15 AM - SERB

or damage is not the result of deliberate damage or horseplay and up to $40.00 per year for a watch damaged on duty. These items must be damaged in the line of duty and a report filed on the incident with the Sheriff for approval. Subject to the discretion of the Sheriff, bargaining unit members shall be reimbursed for footwear damaged in the line of duty up to one hundred and fifty dollars $150.00. The bargaining unit members agree that any restitution made by the court system, or any third party to the bargaining unit members shall be paid to the County up to the above amount.

* Multi Unit CBA: read "Bargaining unit members" in lieu of "Supervisors"

E. * Supervisors assigned to investigations shall receive an annual payment on or **before the second pay period of each year of the Agreement** ~~around January 1~~ in the amount of four hundred and twenty-five dollars ($425.00) to purchase plain clothes in lieu of a uniform. Bargaining unit members will be required to wear appropriate clothing as required by the Employer.

F. Supervisors will continue to be issued cellular phones to use while performing the assigned duties of a deputy sheriff so long as offered by the County. In no event will a bargaining unit member be required to furnish a cell phone for work purposes. Personal calls are permitted on issued phones however reimbursement for personal time used may be required at the discretion of the employer.

FOR THE UNION:	FOR THE EMPLOYER:
_____	_____
_____	_____
_____	_____

Date Tentatively Agreed: _____

Tue, 19 May 2015 09:30:15 AM - SERB

APPENDIX E

Tue, 19 May 2015 09:30:15 AM - SERB

Multi Unit Agreement Wage Language

A. Effective the payroll that includes January 1, 2015, rates of pay for bargaining unit employees shall increase by 0% as follows in number 1 below. Each employee will receive a two hundred-thirty dollars ($230.00) one-time bonus for 2015, payable the first payroll after the agreement is ratified by the parties. Effective the payroll that includes July 1, 2015, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows in number 2 below:

1. Payroll period including January 1, 2015

Cooks	0-12 Months	12+ Months
Hourly	$14.45	$15.15
Annual	$	$

Administrative Assistant	0-12 Months	12+ Months
Hourly	$16.10	$16.80
Annual	$	$

Paramedic - RN	
Hourly	$26.60
Annual	

Paramedic - RN	0-12 Months	12+ Months
Hourly	$18.60	$19.30
Annual		

Corrections Officers	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$14.55	$15.46	$15.74	$16.08	$16.13
Annual					

Corrections Corporals	0-12 Months	12+ Months
Hourly	$17.00	$17.35
Annual		

Court Service Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.34	$16.11	$16.44	$16.59	$16.64
Annual					

Court Service Corporal	0-12 Months	12+ Months
Hourly	$16.85	$17.15
Annual		

Administrative Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.35	$17.60	$17.95	$18.11	$18.21
Annual					

Road Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.35	$17.60	$17.95	$18.11	$18.21
Annual					

Road Corporal	
Hourly	$18.90
Annual	

2. Payroll period including July 1, 2015

Cooks	0-12 Months	12+ Months
Hourly	$14.74	$15.45
Annual	$	$

Administrative Assistant	0-12 Months	12+ Months
Hourly	$16.42	$17.14
Annual	$	$

Paramedic - RN	
Hourly	$27.13
Annual	

Paramedic - RN	0-12 Months	12+ Months
Hourly	$18.97	$19.69
Annual		

Corrections Officers	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$14.84	$15.77	$16.05	$16.40	$16.45
Annual					

Corrections Corporals	0-12 Months	12+ Months
Hourly	$17.34	$17.70
Annual		

Court Service Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.65	$16.43	$16.77	$16.92	$16.97
Annual					

Court Service Corporal	0-12 Months	12+ Months
Hourly	$17.19	$17.49
Annual		

Administrative Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.68	$17.95	$18.31	$18.47	$18.57
Annual					

Road Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.68	$17.95	$18.31	$18.47	$18.57
Annual					

Road Corporal	
Hourly	$19.28
Annual	

B. Effective the payroll that includes January 1, 2016, rates of pay for bargaining unit employees shall increase by 1% as follows in number 1 below. Effective the payroll that includes July 1, 2016, rates of pay for bargaining unit employees shall increase by 1% as follows in number 2 below.

1. Payroll period including January 1, 2016

Cooks	0-12 Months	12+ Months
Hourly	$14.89	$15.60
Annual	$	$

Administrative Assistant	0-12 Months	12+ Months
Hourly	$16.58	$17.31
Annual	$	$

Paramedic - RN	
Hourly	$27.40
Annual	

Paramedic - RN	0-12 Months	12+ Months
Hourly	$19.16	$19.89
Annual		

Corrections Officers	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$14.99	$15.93	$16.21	$16.56	$16.61
Annual					

Corrections Corporals	0-12 Months	12+ Months
Hourly	$17.51	$17.88
Annual		

Court Service Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.81	$16.59	$16.94	$17.09	$17.14
Annual					

Court Service Corporal	0-12 Months	12+ Months
Hourly	$17.36	$17.66
Annual		

Administrative Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.85	$18.13	$18.49	$18.65	$18.76
Annual					

Road Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.85	$18.13	$18.49	$18.65	$18.76
Annual					

Road Corporal	
Hourly	$19.47
Annual	

2. Payroll period including July 1, 2016

Cooks	0-12 Months	12+ Months
Hourly	$15.04	$15.76
Annual	$	$

Administrative Assistant	0-12 Months	12+ Months
Hourly	$16.75	$17.48
Annual	$	$

Paramedic - RN	
Hourly	$27.67
Annual	

Paramedic - RN	0-12 Months	12+ Months
Hourly	$19.35	$20.09
Annual		

Corrections Officers	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.14	$16.09	$16.37	$16.73	$16.78
Annual					

Corrections Corporals	0-12 Months	12+ Months
Hourly	$17.69	$18.06
Annual		

Court Service Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.97	$16.76	$17.11	$17.26	$17.31
Annual					

Court Service Corporal	0-12 Months	12+ Months
Hourly	$17.56	$17.84
Annual		

Administrative Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$17.02	$18.31	$18.67	$18.84	$18.95
Annual					

Road Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$17.02	$18.31	$18.67	$18.84	$18.95
Annual					

Road Corporal	
Hourly	$19.66
Annual	

C. Effective the payroll that includes January 1, 2017, rates of pay for bargaining unit employees shall increase by 1.25% as follows in number 1 below. Effective the payroll that includes July 1, 2017, rates of pay for bargaining unit employees shall increase by 1.75% as follows in number 2 below.

1. Payroll period including January 1, 2017

Cooks	0-12 Months	12+ Months
Hourly	$15.23	$15.96
Annual	$	$

Administrative Assistant	0-12 Months	12+ Months
Hourly	$16.96	$17.70
Annual	$	$

Paramedic - RN	
Hourly	$28.02
Annual	

Paramedic - RN	0-12 Months	12+ Months
Hourly	$19.59	$20.34
Annual		

Corrections Officers	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.33	$16.29	$16.57	$16.94	$16.99
Annual					

Corrections Corporals	0-12 Months	12+ Months
Hourly	$17.91	$18.29
Annual		

Court Service Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.17	$16.97	$17.32	$17.48	$17.53
Annual					

Court Service Corporal	0-12 Months	12+ Months
Hourly	$17.78	$18.06
Annual		

Administrative Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$17.23	$18.54	$18.90	$19.08	$19.19
Annual					

Road Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$17.23	$18.54	$18.90	$19.08	$19.19
Annual					

Road Corporal	
Hourly	$19.91
Annual	

2. Payroll period including July 1, 2017

Cooks	0-12 Months	12+ Months
Hourly	$15.50	$16.24
Annual	$	$

Administrative Assistant	0-12 Months	12+ Months
Hourly	$17.26	$18.01
Annual	$	$

Paramedic - RN	
Hourly	$28.51
Annual	

Paramedic - RN	0-12 Months	12+ Months
Hourly	$19.93	$20.70
Annual		

Corrections Officers	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$15.60	$16.58	$16.86	$17.24	$17.29
Annual					

Corrections Corporals	0-12 Months	12+ Months
Hourly	$18.22	$18.61
Annual		

Court Service Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$16.45	$17.27	$17.62	$17.79	$17.84
Annual					

Court Service Corporal	0-12 Months	12+ Months
Hourly	$18.09	$18.38
Annual		

Administrative Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$17.53	$18.86	$19.23	$19.41	$19.53
Annual					

Road Deputy	0-12 Months	12+ to 24 Months	24+ to 36 Months	36+ to 48 Months	48+ Months
Hourly	$17.53	$18.86	$19.23	$19.41	$19.53
Annual					

Road Corporal	
Hourly	$20.26
Annual	

Tue, 19 May 2015 09:30:15 AM - SERB

Supervisors Agreement Wage Language

A. Effective the payroll that includes January 1, 2015, rates of pay for bargaining unit employees shall increase by 0% as follows in number 1 below. Each employee will receive a two hundred-thirty dollars ($230.00) one-time bonus for 2015, payable the first payroll after the agreement is ratified by the parties. Effective the payroll that includes July 1, 2015, rates of pay for bargaining unit employees shall increase by 2% and shall be as follows in number 2 below:

1. Payroll period including January 1, 2015

Corrections Sergeant	0-12 Months	12+ Months
Hourly	$17.85	$18.35
Annual		

Corrections Lieutenant	0-12 Months	12+ Months
Hourly	$18.90	$19.40
Annual		

Deputy Sheriff Sergeant	
Hourly	$19.65
Annual	

Deputy Sheriff Lieutenant	
Hourly	$20.20
Annual	

Deputy Sheriff Staff Lieutenant	
Hourly	$20.70
Annual	

2. Payroll period including July 1, 2015

Corrections Sergeant	0-12 Months	12+ Months
Hourly	$18.21	$18.72
Annual		

Tue, 19 May 2015 09:30:15 AM - SERB

Corrections Lieutenant	0-12 Months	12+ Months
Hourly	$19.28	$19.79
Annual		

Deputy Sheriff Sergeant	
Hourly	$20.04
Annual	
Deputy Sheriff Lieutenant	
Hourly	$20.60
Annual	
Deputy Sheriff Staff Lieutenant	
Hourly	$21.11
Annual	

B. Effective the payroll that includes January 1, 2016, rates of pay for bargaining unit employees shall increase by 1% as follows in number 1 below. Effective the payroll that includes July 1, 2016, rates of pay for bargaining unit employees shall increase by 1% as follows in number 2 below.

1. Payroll period including January 1, 2016

Corrections Sergeant	0-12 Months	12+ Months
Hourly	$18.39	$18.91
Annual		
Corrections Lieutenant	0-12 Months	12+ Months
Hourly	$19.47	$19.99
Annual		

Deputy Sheriff Sergeant	
Hourly	$20.24
Annual	
Deputy Sheriff Lieutenant	
Hourly	$20.81
Annual	
Deputy Sheriff Staff Lieutenant	
Hourly	$21.32
Annual	

Tue, 19 May 2015 09:30:15 AM - SERB

2. Payroll period including July 1, 2016

Corrections Sergeant	0-12 Months	12+ Months
Hourly	$18.57	$19.10
Annual		

Corrections Lieutenant	0-12 Months	12+ Months
Hourly	$19.66	$20.19
Annual		

Deputy Sheriff Sergeant	
Hourly	$20.44
Annual	

Deputy Sheriff Lieutenant	
Hourly	$21.02
Annual	

Deputy Sheriff Staff Lieutenant	
Hourly	$21.53
Annual	

C. Effective the payroll that includes January 1, 2017, rates of pay for bargaining unit employees shall increase by 1.25% as follows in number 1 below. Effective the payroll that includes July 1, 2017, rates of pay for bargaining unit employees shall increase by 1.75% as follows in number 2 below.

1. Payroll period including January 1, 2017

Corrections Sergeant	0-12 Months	12+ Months
Hourly	$18.80	$19.34
Annual		

Corrections Lieutenant	0-12 Months	12+ Months
Hourly	$19.91	$20.44
Annual		

Deputy Sheriff Sergeant	
Hourly	$20.70
Annual	

Deputy Sheriff Lieutenant	
Hourly	$21.28
Annual	

Deputy Sheriff Staff Lieutenant	
Hourly	$21.80
Annual	

2. Payroll period including July 1, 2017

Corrections Sergeant	0-12 Months	12+ Months
Hourly	$19.13	$19.68
Annual		

Corrections Lieutenant	0-12 Months	12+ Months
Hourly	$20.26	$20.80
Annual		

Deputy Sheriff Sergeant	
Hourly	$21.06
Annual	

Deputy Sheriff Lieutenant	
Hourly	$21.65
Annual	

Deputy Sheriff Staff Lieutenant	
Hourly	$22.18
Annual	

New 24.D.6

DETAIL 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 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.

Tue, 19 May 2015 09:30:15 AM - SERB

APPENDIX F

Tue, 19 May 2015 09:30:15 AM - SERB

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.