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**AMENDMENT TO CONTRACT
CITY OF CHILLICOTHE
AND
THE FRATERNAL ORDER OF POLICE
FIRST CAPITAL LODGE #59**

**ARTICLE 24
WAGES**

Section 24.1 Composition of the Pay Plan

The official pay plan shall consist of minimum and maximum rates of pay and intermediate steps for all classes of positions included in the classification plan as set forth below and further economic benefits as follows:

- Y 1 7:00 a.m. January 1, 2015, base wages shall be increased by one percent (1%)
- Y 2 7:00 a.m. January 1, 2016, base wages shall be increased by one percent (2%)
- Y 3 7:00 a.m. January 1, 2017, base wages shall be increased by one percent (2%)

The City of Chillicothe and the Fraternal Order of Police, Ohio Labor Council hereby agree to remove the hazardous duty pay and include that in the base hourly rate of pay. Furthermore, both parties agree to eliminate all Extra pay as shown in 24.2, with the exception of Detective Pay for being on call. In return for eliminating this pay, the parties agree to add this to the base hourly rate of all sworn employees.

All new pay rates are reflected in Appendix A. The F.O.P. and the City agree that no current employee will be reduced in pay or level because of the new pay chart.

ADDITIONAL ITEMS

Section 24.2 Extra

Bargaining Unit members that have additional responsibilities and perform those responsibilities at least once yearly shall receive, in addition to their regular rate of pay, on their first pay in November each year.

Any detective who is on an "on call" status or is advised to be "on call". \$500.00

Section 24.3 Longevity Benefits

All eligible Police Department employees shall be entitled to longevity benefits according to the following schedule for total service in the Chillicothe Police Department:

- Two years, but less than six years of service \$ 650.00
- Six years, but less than ten years of service \$ 800.00

Ten years, but less than fifteen years of service	\$ 950.00
Fifteen years, but less than twenty years of service	\$1,100.00
Twenty years, but less than twenty-five years of service	\$1,250.00
Twenty-five or more years of service	\$1,400.00

Longevity benefit qualifications shall begin on the anniversary date of the employment with the City shall be payable the first payroll of November of each year with a pro-rated amount paid to those employees who leave city employment between annual benefit dates.

Section 24.4 Automatic Salary Range Adjustment

Employees listed in the official pay plan contained in this Ordinance shall be advanced to the next succeeding step in the annual adjustment equivalent to this next higher step within the annual salary range for each full year of service commencing on the employee's anniversary date.

Section 24.5 Overtime

Safety-Police Department shall be paid overtime at time and one-half the regular hourly rate of pay for hours in excess of eight (8) hours worked in one day and time and one-half the regular hourly rate of pay shall be paid for all hours worked in excess of forty (40) hours in one week. Regular hours for the purpose of this section include; Shift Differential, Hazardous Duty, and Longevity Pay calculated at an hourly rate for the year.

All other special provisions for overtime and call-in benefits shall be included in a working agreement in writing between the employees and their recognized bargaining representatives.

All overtime worked must be authorized in writing by the Chief of Police.

Section 24.6 Shift Differential

It is hereby provided that shift differential be paid to police employees in the amount of \$1.00 per hour when the employee works any hours of third shift. Shift differential will be paid to police employees in the amount of \$1.00 per hour when the employee works any hours of 2nd shift.

Section 24.7 Employees Deferred Compensation Program.

The employer shall make a matching contribution of 9% of the employee's contribution to the employees deferred compensation program. This contribution shall be for all employees who are enrolled in the HSA health insurance plan or employees who waive health insurance coverage. This program is not available to those employees enrolled in the PPO insurance plan. An employee may elect to have compensation from the sale of unused vacation, compensatory time and/or sick leave rolled into their deferred compensation account. All rules, requirements, and conditions of deferred compensation accounts shall apply.

Section 24.8 Cafeteria Plan

The City shall create a Section 125 Plan as allowed by the IRS and offer participating employees in the Healthcare Plan offered by the City to make required monthly contributions on a pre-tax basis.

ARTICLE 25 **INSURANCE**

The City shall provide, established by Ordinance, the following insurance coverage:

Section 25.1

Office visit co-pay of \$20.00 for in network and paid at 70% for out of network.

The City shall provide hospitalization and major medical coverage comparable to current plans, with a deductible of \$250.00 per person to a maximum of \$500.00 per family. Out of network deductibles shall be \$500 single/\$1,000 family.

Monthly contribution amount beginning the next full pay period following the signature by both parties of this agreement shall be 11% of the monthly cost to the city for the employee's health insurance plan. Effective Jan. 1, 2016 the employees contribution shall be 12%. Effective Jan. 1, 2017, the employees contributions shall be 13%.

Healthcare expenses will be paid at 90% in network with a maximum out of pocket at \$750 single/\$1500 family per year. Out of network expenses will be paid at 70% up to a maximum out of pocket expense of \$1500 single/\$3000 family per year.

Prescription drug plan available at \$10.00 for generic drug, \$30.00 brand formulary and \$50.00 brand non-formulary. Mail in drug plan, cost for a 90 day supply at the same rate as that of the 30 day prescription.

In patient Hospital in network paid at 90% after deductible and for out of network Hospital paid at 70% after deductible, until maximum out of pocket expense is made.

Emergency room co-pay of \$50.00 in network and 70% for out of network after deductible. Urgent Care co-pay of \$25.00 in network and 70% out of network after deductible.

If both spouses work for the City, only one can carry the City's Health Insurance as the primary member. The most senior employee shall be the primary member and the other spouse will be covered as a dependent.

The Dental Plan will continue to be the same as the current plan as of 1/1/11.

Section 25.2

The City shall provide coverage of liability insurance to \$1,000,000.00.

Section 25.3

The City shall provide group term life insurance in the amount of \$50,000.00.

Section 25.4

Employees, hired before 1/1/2016, will have the option to choose between the original coverage and a HSA (Health Savings Account) plan which will cost 11% in 2015, 12% in 2016, and 13% in 2017 of the monthly cost to the city for the employee's HSA plan.

Employees hired after 01/01/2016 will be required to enroll in the HSA plan unless they can show verification that they are not eligible for the HSA. Such employee will be placed on the PPO and shall pay the employee cost of the PPO premium. After 01/01/2016, current employees, who are enrolled in the HSA plan, will not be eligible to return to the PPO plan.

The HSA plan will consist of a \$1500 single / \$3000 family in network deductible and a \$3500 single / \$7000.00 family non-network deductible.

Healthcare coverage will be made at 100% in network and 80% non-network after the deductible has been met. There will be a maximum out of pocket expense of \$2500 single / \$5000 family in network and \$4500 single / \$9000 family non-network.

Prescription drug coverage will be available at \$10 for generic, \$30 for brand formulary and \$50 for brand non-formulary. A mail in drug plan will be available at the same rate as a 30 day prescription.

Office visits, urgent care, and emergency room charges will be covered at 100% after the deductible is met.

The City agrees to contribute \$1250 single / \$2500 family in to each employee's account, for all accounts that have been established, by January 15 of each year that the employee is enrolled in the HSA. This amount will be prorated and disbursed quarterly. Should an employee need the full HSA funding to cover a necessary expense, the City will fund it to the extent necessary at that time. Proof of such qualifying medical expense shall be provided at that time. The City will process the request within seven days of receiving proof of the expense. There will be no lifetime maximum "cap" on the amount of insurance coverage or on the contribution amount accrued from the city. The employee is required to comply with all Federal guidelines concerning their HSA plan.

Section 25.5

Employees may waive or discontinue receiving hospitalization and major medical coverage benefits (medical benefits), including dental and vision benefits provided through the City, provided that the member has medical benefit coverage through another source (hereinafter referred to as "Opt Out").

In order to Opt Out the employee and their dependents must currently be enrolled in another plan providing medical benefits. (The City cannot accept Medicare as "other health insurance", and

you and your dependents must otherwise be covered by another insurer on a primary basis in order to participate in the Opt Out program).

It is understood that any member and their dependents electing to Opt out shall not submit claims for reimbursement to the City or its medical benefits provider. This includes, but is not limited to, any claims paid or denied by the member's other medical benefits provider regardless of the reason.

Any member electing to Opt Out shall receive supplemental payment every pay period of the year for as long as the member participates in the Opt Out program as follows:

Single Coverage	Dual Coverage	Family Coverage
\$35.00	\$75.00	\$125.00

Supplemental payment will be afforded the member the first pay period following the member's effective date of enrollment under an alternative plan.

Any member electing to Opt Out may return to the City of Chillicothe's employee benefit plan for health coverage during the plan year, only when one of the following qualifying events has occurred resulting in the loss of medical benefits coverage:

Death of person who held the primary coverage

Divorce or legal separation

Loss of other coverage due to reduction in hours

Discontinuation of entire medical benefits by the other plan participant's employer

Written confirmation that one of the qualifying events has occurred is required within thirty (30) days of its occurrence. If the qualifying event is death, divorce, or legal separation, written confirmation with proof of the qualifying event will be provided by the member.

All other qualifying events require written confirmation from the medical benefits provider or its covered individual's employer. Upon written confirmation, any member returning to the City's employee benefit plan will be re-enrolled the first of the following month after receipt of the written confirmation.

In the event that one of the above qualifying events has not occurred, or a member fails to provide written confirmation within thirty (30) days of a qualifying event, any member that elected to Opt Out pursuant to this agreement may select to receive benefits, including dental and vision, as then provided by the City and available to members of Lodge #59 not participating in the Opt Out agreement, only by making such election beginning October 15th but no later than November 15th of each year, with coverage beginning January 1st of the following year. Pre-existing conditions will be waived subject to HIPAA portability requirements.

SIGNATURE PAGE

Signed and dated at Chillicothe, Ohio on the 27th day of JANUARY, 2016.

FOR THE CITY OF CHILLICOTHE:

FOR THE FOP/OLC:


Mayor

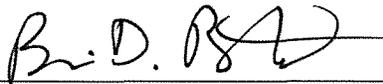

Bargaining Chairman


Chief of Police

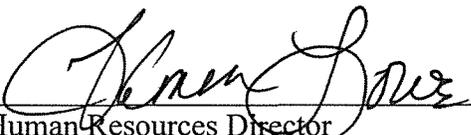
Bargaining Committee


Safety-Service Director

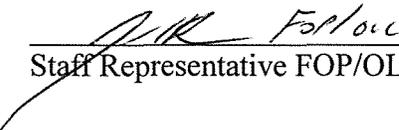
Bargaining Committee


Labor Consultant

Bargaining Committee


Human Resources Director

Bargaining Committee


Staff Representative FOP/OLC

Appendix A

Officer	Cadet	FTO	Rookie	2nd Yr	3rd Yr	4th Yr	5th Yr	10th Yr	15th Yr
2016 (2%)	\$16.00	\$18.00	\$22.00	\$24.76	\$25.88	\$26.61	\$27.24	\$27.88	\$28.51
2017 (2%)	\$16.32	\$18.36	\$22.44	\$25.26	\$26.40	\$27.14	\$27.78	\$28.44	\$29.08

Sergeant	1st Yr	2nd Yr	5th Yr	10th Yr	15th Yr
2016 (2%)	\$30.23	\$30.99	\$31.69	\$32.40	\$33.09
2017 (2%)	\$30.83	\$31.61	\$32.32	\$33.05	\$33.75

Clerk	Entry	1 Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	10 Yrs	15 Yrs
2016 (2%)	\$16.31	\$17.64	\$18.36	\$18.86	\$19.34	\$19.83	\$20.32	\$21.86	\$22.41	\$22.97
2017 (2%)	\$16.64	\$17.99	\$18.73	\$19.24	\$19.73	\$20.23	\$20.73	\$22.30	\$22.86	\$23.43

Comm. Operator	Entry	1 Yr	2nd Yr	3rd Yr	4th Yr	5th Yr	6th Yr	7th Yr	10 Yrs	15 Yrs
2016 (2%)	\$16.55	\$17.90	\$18.62	\$19.17	\$19.59	\$20.10	\$20.58	\$22.16	\$22.71	\$23.28
2017 (2%)	\$16.88	\$18.26	\$18.99	\$19.55	\$19.98	\$20.50	\$20.99	\$22.60	\$23.16	\$23.75

MEMORANUDM OF UNDERSTANDING

The following definitions shall be utilized to interpret Appendix A (wage table) of the Agreement between the City of Chillicothe and FOP First Capital Lodge #59:

Cadet - The actual time the employee spends in academy training. The officer will be placed in FTO status upon successful completion of the OPOTA State Certification Test.

Field Training Officer (FTO) - The period when the employee is in a "field training" status. This period will end when all training is completed and approved by the Chief of Police.

Rookie year - The period when the employee is released from FTO status and begins working alone as a police officer.

Nothing in this MOU prevents the Chief of Police from placing an employee with prior service from a law enforcement agency into a higher pay step.


Employer


Union