

08-18-16
14-MED-09-1189
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2074-02
K31904

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE CITY OF CHILLICOTHE
AND
THE FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL INC.**

The City of Chillicothe (City) and the Fraternal Order of Police, Ohio Labor Council, Inc. (Union) hereby enter into this Memorandum of Understanding (MOU) in order to settle the insurance grievance that was filed by the Union on 2/17/2016. This grievance was set for arbitration on August 17, 2016. The parties have met and negotiated terms to settle arbitration based on the below:

1. The parties agree to change Article 17.12 of the current collective bargaining agreement as shown below.

Section 17.12 In lieu of overtime an employee may select to take compensatory time at the rate of one and one-half (1½) hours compensatory time off for each hour of overtime. Employees may accumulate no more than eighty (80) hours compensatory time. Compensatory time will be granted at a time mutually convenient to the employee and the employer. The employee must receive approval from the City prior to taking compensatory time off. Comp time must be submitted to the OIC no sooner than 72 hours prior to the day requested. The OIC will submit the request to the Chief of Police, or his designee, who will approve or deny the request at least 24 hours prior to the day requested off. Holiday and vacation days shall take priority over comp time if submitted prior to or the same time as the comp time request. Compensatory time will be taken in one (1) hour increments with a minimum of two (2) hours. Upon separation from service for any reason, employees (or their beneficiary) shall be paid at the employee's current rate of pay for all accumulated, but unused compensatory time. O.I.C.s can approve leave in the event of an unforeseen circumstance, which is defined as an issue of an immediate nature that could not have been predicted in advance and is in such a nature that requires an immediate action. An employee may only use eight (80) hours of comp time in one calendar year.

Employees shall be permitted to receive payment (at straight time) for unused compensatory time to not exceed 80 hours in one calendar year. Compensatory time can be sold in any increments of one (1) hour during any time of the year, to not exceed 80 hours, by requesting the same in writing to the Chief of Police.

Current employees, who have comp time balances over 80 hours, shall not lose their comp time that they currently have. These employees shall not be allowed to accrue any further comp time until such time that their comp time balance falls below 80 hours. Once the employees comp time balance falls below 80 hours, they shall be allowed to accrue comp time.

2. The parties agree to change Article 25.1 and 25.4 of the current collective bargaining agreement as shown below.

Section 25.1 PPO

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 covered as a dependent.

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

Section 25.4 HSA

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 after the applicable deductible is met. A mail in drug plan will be available at the same rate as a 30 day prescription under the prescription and drug program.

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.

3. The Union agrees to withdraw the insurance grievance that was filed on 02/17/2016.
4. The Union agrees to not file a grievance based on the same circumstances of this grievance.
5. The Union and the City agree to equally split the cancellation fees of the arbitrator.

For the City of Chillicothe



For the Union



JASON HEDRICK
STAFF REP. FOP/OLC

Date: 8-17-16