



08-23-2018
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16-MED-09-0877
*closes 17-MED-11-1436
K35312

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE CITY OF CANAL FULTON, OHIO

AND THE

FOP/OHIO LABOR COUNCIL, INC.

SERB CASE NO. 17-MED-11-1436

DATE: July _____, 2018

August 22, 2018

**As Prepared By:
Charles M. Choate
Senior Staff Representative
FOP/OLC
2721 Manchester Road
Akron, OH 44319-1020**

The parties to this Memorandum of Understanding have an “in place” Collective Bargaining Agreement beginning January 1, 2017 through December 31, 2019. Article 19 – Health Insurance, Section 19.1 provides for a mid-term re-opener which option was initiated by the Employer. SERB Case No. 17-MED-11-1136.

During the course of the negotiations for this re-opener for insurance, the principals for each party determined and agreed to continue negotiations without their respective Advocates involvement. As a result of these negotiations, as it relates to the FOP Patrol Unit, the parties have reached the following agreement on all issues covered by this Memorandum of Understanding.

1. Pursuant to R.C. 4117-9-03 OAC - Mutually Agreed Upon Dispute Settlement Procedure” the parties agree to adjust, in addition to Article 19 Health and Life Insurance, the additional articles, and sections of articles included in this Memorandum of Understanding. Only the listed article and sections of articles hereby changed by mutual agreement are adjusted by the action of this Memorandum of Understanding. Any/all other articles and sections of articles **NOT** addressed herein are, by mutual agreement, and remain, as they exist in the Agreement in place at the time of this Memorandum of Understanding.
2. The parties agree to the language change to Article 19 Health and Life Insurance Coverage attached to this Memorandum of Understanding identified as Appendix #1.
3. The parties agree to the language change to Article 34 Compensation identified as Appendix #2.
4. The parties agree to the language change to Article 35 Longevity identified as Appendix #3.
5. The parties agree to the language change to Article 40 Duration identified as Appendix #4.

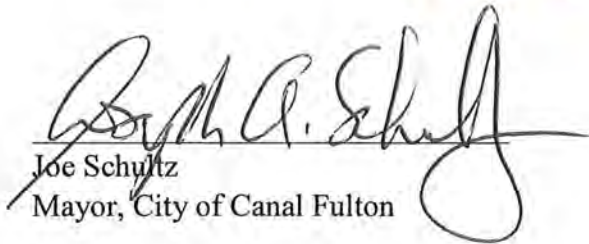
As it relates to the discussions surrounding the funding and filling of the rank of Sergeant:

1. The parties agree that in the event the Employer funds and fills the position (Rank) of Sergeant, the position shall be subject to all of the terms and conditions of this contract and this specific Memorandum of Understanding. Any/all benefits or conditions of employment enjoyed by Patrolmen shall also be applied to the position of Sergeant. Sergeant’s rates of pay shall be established in Appendix #2 of this Memorandum of Understanding.

2. Upon agreement and execution of this Memorandum of Understanding and once the Sergeant(s) Positions are filled by the City, the parties shall contact SERB in order to petition for a voluntary recognition of the new classification/rank of Sergeant.

3. The parties agree that the proposed recognition clause for the Sergeants unit shall include Sergeants only, and that any rank above Sergeant, including but not limited to Chief of Police shall be excluded, along with all Patrol Officers, Dispatchers, all part-time, intermittent (part-time) nonsworn, civilian employees, all other employees excluded by the Ohio Collective Bargaining Act, and all other employees not specifically included in the bargaining unit.

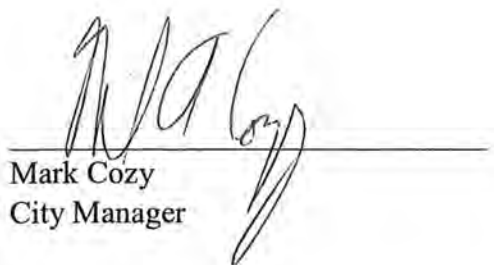
In witness hereof, the parties hereto cause this Memorandum of Understanding to be duly executed this 22 day of August, 2018.

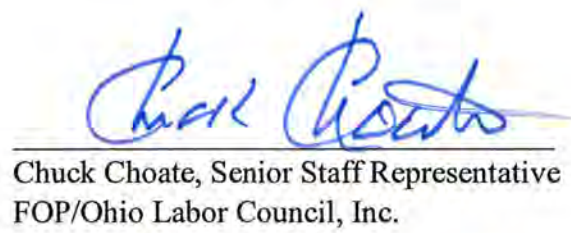

 Joe Schultz
 Mayor, City of Canal Fulton


 John Barabasch
 Union

Date: 8-10-18

Date: 8-21-18


 Mark Cozy
 City Manager


 Chuck Choate, Senior Staff Representative
 FOP/Ohio Labor Council, Inc.

Date: 8-10-18

Date: 22 Aug '18

ARTICLE 19 HEALTH AND LIFE INSURANCE

Section 19.1 In order to be eligible insurance, an employee must be contracted for at least thirty (30) hours per week. Employees may not be paid cash in lieu of insurance benefits. Coverage: See Plan Booklet for COG adopted coverage information.

Section 19.2 Medical

A. The Employer will pay 85% of the premium and the employee will pay 15% per pay period and the Employer shall pay the balance for full-time employees.

B. Stark County Schools Council

The Employer may fully meet its obligations to provide health care benefits and services under this Collective Bargaining Agreement by participating in the health benefits program of the Stark County Schools Council (COG). The Employer shall provide health, dental and life insurance through the COG. The coverage shall be the standardized COG specifications.

C. Preferred Provider – Doctors/Hospitals

1. The parties agree that one or more Preferred Provider Organization (PPO) programs for hospital and physicians' services shall be provided through the Stark County Council of Governments (COG) Health Insurance Program.
2. The selection of the PPO(s), the types of benefits/program, or any changes therein, shall be determined by the COG.

D. Preferred Provider – Prescription Drugs

The Employer shall provide, through the Stark County Council of Governments, a preferred provider drug program that, if the employee chooses to utilize, will include the following;

1. The program will be available to employees and their dependents who have "primary" coverage under the Employer's insurance.
2. The employee will pay the 20% co-payment to the provider and the remaining 80% will be direct billed to the insurance company. If the yearly maximum has been reached, provisions will be made to refund the employee's 20% co-payment.

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3. The deductible will be waived.
4. The list of covered expenses shall be agreed upon by the COG.
5. Mail order prescription: Mail order must be for maintenance drugs in order for the insurance provisions to apply.
6. Generic: Generic drugs must be substituted where applicable in order for the insurance provisions to apply.

Section 19.3 Life Insurance

The Employer shall provide term life and accidental death and dismemberment coverage in the amount of \$25,000 for each employee.

Bargaining unit members may purchase additional term life insurance at the group rate of \$5,000 increments, up to a maximum of \$60,000 coverage in addition to Employer paid coverage. Modifications to this provision may be necessary to comply with requirements of the insurance carrier. The value of the life insurance reduces by 50% at age 65. The specific terms of the policy are contained in the life insurance contract.

Section 19.4 Dental Insurance

The Employer shall provide dental coverage and will pay 85% of the premium and the employee will pay 15% per pay period and the Employer shall pay the balance for full-time employees.

Section 19.5 Tax Shelter

Tax sheltering of the individual's contribution for health costs, unreimbursed medical expenses dependent coverage will be provided under IRS Section 125.

All COG Employers must offer the IRS Section 125 tax shelter provided through the COG. If an employee elects to utilize any of the IRS 125 benefits, the administrative cost shall be shared equally between the employee and the Employer.

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Section 19.6 Vision

The Employer shall purchase, employee and family Vision Insurance. The full cost of this program and any increases thereof, shall be paid by the Employer.

Section 19.7 Premium Holidays

If the Employer receives a premium holiday(s), the employees shall not be required to pay their portion of the premium(s) for the holiday month(s).

Section 19.8 Spousal Coverage

Any new Participants to the COG, after June 30, 2015, with working spouses who have the ability to be covered under an insurance plan through his/her place of employment, will be required to take his/her plan as their primary plan. This provision does not apply to a participant who had insurance with one COG Employer and immediately thereafter, moved to another COG Employer. If the spouse is required to pay forty (40%) percent or more of the premium with his/her Employer, the requirements of this section shall not apply.

Section 10.9 Same Sex Marriage

If state law recognizes same-sex marriage, the COG plan specifications will be modified to include those individuals.

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ARTICLE 34 COMPENSATION – PATROL UNIT

Section 34.1 Effective January 1, 2019, the pay range (steps) for all patrolmen shall be:

- 0 – 1 year
- 2 – 3 years
- 4 – 5 years
- 5 + years

Section 34.2 Effective January 1, 2019, all patrolmen wages shall be:

	<u>1-1-2019 (2%)</u>
0 – 1 year	\$20.49
2 – 3 years	\$22.04
4 – 5 years	\$25.13
5 + years	\$28.29

Section 34.3 Effective January 1, 2020, all patrolmen wages shall be:

	<u>1-1-2020 (2%)</u>
0 – 1 year	\$20.90
2 – 3 years	\$22.48
4 – 5 years	\$25.63
5 + years	\$28.86

Section 34.4 Effective January 1, 2021, all patrolmen wages shall be:

	<u>1-1-2021 (2%)</u>
0 – 1 year	\$21.32
2 – 3 years	\$22.93
4 – 5 years	\$26.15
5+ years	\$29.43

Section 34.5

Effective January 1, 2022, all patrolmen wages shall be:

	<u>1-1-2022 (2%)</u>
0-1 year	\$21.75
2-3 years	\$23.39
4-5 years	\$26.67
5 + years	\$30.02

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Section 34.6 Pay period shall be biweekly. Holiday pay, overtime pay, vacation pay, severance pay, and any other earned compensation shall be computed on an Employee's base pay before deferrals. The Employer shall keep the proper records of an employee's gross pay (before deferrals) for pension purposes. Further, the Employer shall keep the proper records of an employee's adjusted gross pay for income tax purposes.

ARTICLE 34 COMPENSATION – PROPOSED SERGEANT RANK DIFFERENTIAL

In the event the Employer funds and fills any Sergeant(s) positions and the FOP is recognized as the representative for a Sergeants bargaining unit the following rates shall apply:

Section 34.7 Effective January 1, 2019, all Sergeant wages shall be \$31.12. (ten percent (10%) above the highest paid patrolman).

Section 34.8 Effective January 1, 2020, all sergeant wages shall be \$32.03 (eleven percent 11% above the highest paid patrolman).

Section 34.9 Effective January 1, 2021, all sergeant wages shall be \$32.96 (twelve percent 12% above the highest paid patrolman).

Section 34.10 Effective January 1, 2022, all sergeant wages shall be \$33.92 (thirteen percent 13% above the highest paid patrolman).

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ARTICLE 35 LONGEVITY

Section 35.1 In addition to their regular rates of pay, Bargaining Unit Members shall receive longevity pay annually in accordance with the following schedule:

Upon the completion of the first year of service - \$150.00 effective January 1, 2017;

Upon the completion of each additional year of service – A total amount of \$150.00 effective January 1, 2017.

Longevity shall vest on the anniversary date of the employee. Longevity pay shall be paid in a separate check from regular payroll by December 15 of each year of this Agreement.

Section 35.2 Upon retirement, voluntary termination, layoff, or due to permanent disability, longevity pay shall be paid to such full-time employee(s) for the entire year in which he retires, is laid off, or otherwise separated from employment due to a permanent disability, or voluntarily terminates his employment. In the event that a Bargaining Unit Member is laid off for a period of one (1) year or less, he shall retain his service credit for longevity pay, but shall not accrue any service credit during his period of layoff. In the event that a Bargaining Unit Member is laid off for a period in excess of one (1) year, he shall not retain any service credit for any longevity pay.

Section 35.3 In addition to the above items (35.1 & 35.2), all Bargaining Unit Members, Sergeants and Patrolmen shall be paid an additional annual stipend of five hundred (\$500.00) dollars. This stipend shall be paid with the first full pay period paycheck of January of each year of this Agreement, and shall begin in January 2019.

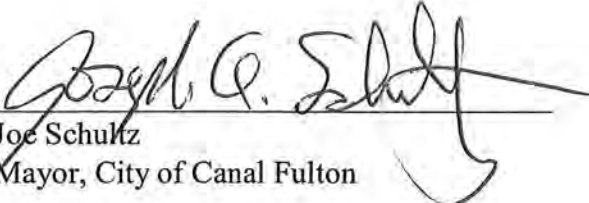
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ARTICLE 40 DURATION

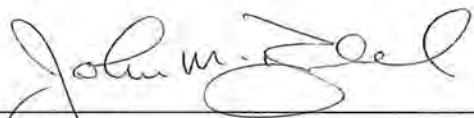
Section 40.1 This entire Agreement between the City of Canal Fulton and the Fraternal Order of Police, Ohio Labor Council, shall begin on upon execution and remain in full force and effect until December 31, 2022, and is executed by the parties herein.

Section 40.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date nor later than ninety (90) calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations as soon as practicable upon receipt of said notice.

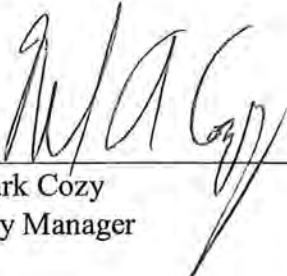
In witness hereof, the parties hereto cause this Agreement to be duly executed this 22 day of August, 2018.



Joe Schultz
Mayor, City of Canal Fulton



John Barabach
Union Representative



Mark Cozy
City Manager



Chuck Choate
Senior Staff Representative