

**STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of: :
 :
 : **2014-MED-05-0753**
Ohio Patrolmen's Benevolent :
Association : **CONCILIATION AWARD**
 :
and : **March 11, 2015**
 :
City of North Canton :

APPEARANCES

For the Union:

Mark J. Volcheck, Attorney
Randy Freas, Dispatcher
Zachary Jencks, Dispatcher

For the Employer:

Timothy L. Fox, Director of Law
Karen S. Alger, Director of Finance
Michael G. Grimes, Director of Administration

**Daniel G. Zeiser
Fact Finder
P.O. Box 43280
Cleveland, Ohio 44143-0280
440.449.9311**

Fax: 440.449.9311

Email: danzeiser@aol.com

I. BACKGROUND

The Conciliator was appointed by the State Employment Relations Board (SERB) on December 22, 2014, pursuant to Ohio Revised Code Section 4117.14(D)(1). The parties are the Ohio Patrolmen's Benevolent Association (Union or OPBA) and the City of North Canton (Employer or City). North Canton is a city in Stark County, which is located in northeastern Ohio. As its name implies, it lies north of the city of Canton, the largest city in Stark County. North Canton has a population of approximately 17,500. The City has 93 full time employees and has collective bargaining agreements with seven (7) labor unions. The bargaining agreement in this matter includes all full time Dispatchers and the Chief Dispatcher¹ employed in the City's Police Department. There are currently seven (7) members of the bargaining unit.

II. THE HEARING

The conciliation hearing was held on Friday, February 20, 2015 at the North Canton City Hall, 145 North Main Street, North Canton, Ohio. Each party provided a pre-hearing statement. The hearing began at 9:00 a.m and adjourned at approximately 2:30 p.m. The parties jointly introduced into evidence the Collective Bargaining Agreement between the City of North Canton and the Ohio Patrolmen's Benevolent Association (OPBA) Full-Time Dispatchers/Chief Dispatcher, effective August 1, 2011 - July 31, 2014. Each party made a presentation to the Conciliator. The Conciliator attempted to mediate the issues, but this award was necessary. All tentative agreements reached by the parties prior to conciliation are hereby incorporated into this

¹ The parties have agreed that references to "Chief Dispatcher" will be changed to "Lead Dispatcher" in the successor agreement.

award. These include, but are not limited to, Section 4.01 Recognition and Section 13.01 Non-Discrimination.

The issues remaining at conciliation were:

1. Overtime Pay Allowance.
2. Sick Leave.
3. Personal Time.
4. Wages.
5. Longevity Pay.
6. Uniform Allowance.
7. Hospitalization & Major Medical Insurance, Dental, Optical & Prescription Program.
8. Duration of Agreement.
9. New Article re Discontinuance of Dispatch Services and Severance Pay.

The Ohio public employee bargaining statute provides that SERB shall establish criteria the Conciliator is to consider in making an award. The criteria are set forth in Rule 4117-9-06(H) and are:

- (1) Past collectively bargained agreements, if any, between the parties;
- (2) Comparison of the issues submitted to final offer settlement relative to the employees in the bargaining unit involved 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 interests 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) The stipulations of the parties; and
- (6) Such other factors, not confined to those listed in this rule, which are normally or traditionally taken into consideration in the determination of the issues submitted to final offer settlement through voluntary collective bargaining, mediation, fact-finding or other impasse resolution procedures in the public service or in private employment.

III. ISSUES AND AWARD

Introduction

The City's position was that it is currently in deficit spending and must alter its spending habits. In 2013, its general fund revenue was \$7,261,777, of which \$4,570,300 (62.9%) was drawn from income taxes; \$712,966 (9.8%) from property taxes; \$320,064 (4.4%) from the local government fund; and \$487,699 (6.7%) from inheritance taxes. While income tax revenue is estimated to increase by 4% due to increased collection efforts, Stark County property appraisal values, certified in December 2012, are projected to decrease by \$67,715 (7%), local government fund revenue is projected to remain at the 2013 level (a decrease of \$482,090 or 61% from 2008, and the inheritance tax has been eliminated, resulting in an average loss of \$1 million annually. Revenue from property taxes, the inheritance tax, the local government fund, and personal property tax has fallen 50% from 2008.

Additionally, the bargaining unit is the highest paid in its profession in the surrounding municipalities while its dispatch duties have been reduced. Prior agreements have included various benefits that increase compensation levels. With decreasing revenue sources, the City must tighten its belt. Even with these factors, the City is offering reasonable wage increases.

The OPBA submits that pattern bargaining has been given great deference by fact finders and conciliators. This unit has typically followed the pattern of the OPBA Patrol Officer bargaining unit. The Employer's attempts to eliminate or reduce long-standing benefits ignores the bargaining history. These benefits were gained in the give and take of bargaining. The burden lies with the Employer to show that removal of a bargained for benefit is necessary and compelling. A party seeking to take away a long-standing economic benefit without offering any economic or non-economic *quid pro quo* must show a clear economic or operational need or both. This is supported by the statutory framework specifying the importance for neutrals to consider past agreements and the bargaining relationship of the parties. The Employer cannot show its attempts to take away negotiated benefits are necessary and compelling, nor has it offered any *quid pro quo* for such concessions. Saving money is not a reason to eliminate bargained for rights negotiated in good faith.

Having considered the evidence submitted by the parties and their presentations made at the hearing, the Conciliator awards as set forth below. New language is in bold type. Deleted language is struck through.

Issue: Article 17, Overtime Pay Allowance

Position of the Union: Add language consistent with the conciliation award in the Patrol negotiations whereby employees shall be compensated at the applicable hourly rate for hours worked on Sunday and receive four (4) hours of compensatory time for each Sunday worked, such time to be held in a special compensatory time bank and paid out once per quarter.

Position of the Employer: Initially, the City proposed to delete Section 17.04 and employees should be compensated at one and one-half (1-1/2) times the hourly rate for hours worked on Sunday. During the hearing, the City withdrew its proposal and agreed to the OPBA's position.

Findings: Adopt the Union's position. The City withdrew its proposal to delete Section 17.04 and the below is consistent with the conciliation award in the Patrol unit. Article 17 is to read as follows:

17.01. Employees working in excess of their normal shift shall receive credit for time worked in one-quarter hour increments. All overtime is subject to the Chief's approval. There shall be no pyramiding of overtime.

17.02. Employees called out for duty shall receive a minimum of two (2) hour's work or two (2) hour's pay, in lieu thereof, if not needed to work the total of two (2) hours.

17.03. All time worked in excess of forty (40) hours in one calendar week shall be compensated at one and one-half (1-1/2) times the hourly rate. Employees have the choice of either overtime pay or compensatory time off on the same basis as provided by Section 3 of Article 28 of this Agreement in respect to holidays.

17.04. Classified civil service employees of the police department shall be compensated at one and one-half (1-1/2) times the hourly rate for hours worked on Sunday. **Effective upon execution of this agreement, employees shall be compensated at their applicable hourly rate of pay for hours worked on Sunday and shall receive four (4) hours of compensatory time for each Sunday worked. The compensatory time shall be held in a special Compensatory Time Bank and paid once each quarter in cash.**

Issue: Article 20, Sick Leave

Position of the Employer: Delete Sections 20.10 and 20.11.

Position of the Union: Retain the current contract language.

Findings: During the hearing, the City withdrew its proposal to delete Sections 20.10 and 20.11. The language of Article 20 shall remain as is, as set forth below:

20.01. Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury to death in the employee's immediate family.

20.02. All employees shall earn sick leave at the rate of 4.615 hours for every eighty (80) hours paid, not to exceed fifteen (15) days per year, and may accumulate such sick leave to an unlimited amount.

20.03. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent, if possible.

20.04. Sick leave may be used in segments of not less than one-fourth (1/4) hour.

20.05. Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than two (2) consecutive workdays must supply a physician's report to be eligible for paid sick leave, unless waived by the Employer.

20.06. If the employee fails to submit adequate proof of illness, injury or death, or in event that upon such proof as is submitted or upon the request of medical examination, the Employer, finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an authorized leave and shall be without pay.

20.07. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

20.08. The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

20.09. When the use of sick leave is due to illness or injury in the immediate family, “immediate family” shall be defined to only include the employee’s spouse, children, parents, parents-in-law, or minor over whom the employee is legal guardian. When the use of sick leave is due to death in the immediate family, “immediate family” shall be defined to only include the employee’s parents, spouse, child, brother, sister, parents-in-laws, grandparents, grandchild or minor over whom the employee is legal guardian.

20.10. Upon the retirement of an employee hired on or before July 31, 2011, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of the retirement multiplied by one-half (1/2) the total number of accumulated, but unused, sick hours earned by the employee, as certified by the Finance Department.

20.11. Upon retirement of any employee hired on or after August 1, 2011, who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by twenty-five percent (25%) of the total number of accumulated, but unused, sick hours earned by the employee, as certified by the Finance Department, up to a maximum payment equal to two-hundred forty (240) hours.

20.12. An employee who accumulates a minimum of four hundred (400) hours of sick leave shall receive an additional twenty-four (24) hours of personal time per year. The usage of the personal time shall be charged to sick leave. The Police Chief must approve the use of any personal time taken under this Section.

Issue: Article 26, Personal Time

Position of the Employer: The City offers the language provided in the conciliation award for the Patrol unit.

Position of the Union: The Union seeks the settlement awarded in the Patrol unit with modifications to clarify.

Findings: The parties are in agreement on this issue. The language awarded in the conciliation involving the Patrol unit is adopted here, with modifications proposed by the OPBA and agreed to by the City.

26.01. Employees shall receive sixteen (16) hours of personal time per year off work with compensation; said personal days to be designated by the employee with the approval of the Chief of Police.

26.02. An employee hired prior to July 1st will receive sixteen (16) hours of personal time that year. An employee hired after July 1st and prior to September 1st will receive eight (8) hours of personal time that year and an employee hired after September 1st will receive none for that year.

26.03. Classified civil service employees of the Police Department, because of the nature of the work to be performed requires that 24-hour service be maintained seven (7) days per week, shall be eligible to **receive two (2) personal days per calendar year.** ~~designate their two (2) personal days per year as holidays.~~ **All employees shall be able to work on any designated personal day at their usual hourly rate of pay. In such case, the employee shall be paid at double time for each such day. If the employee uses a personal day as time off, he/she shall be paid eight (8) hours for each such day.** The employee must inform the Police Chief or his designee at least forty-eight hours in advance of the intention to use a personal day. Permission to use the personal days shall not be unreasonably denied. All personal days must be used in the year in which they are accrued. **Personal days paid in 2015 under the language from the preceding agreement shall count toward the personal day total of the employee for 2015 and the payment that has been made thereon shall be undisturbed. Such new method of payment hereunder shall take effect upon execution of the agreement.**

Issue: Article 27, Wages

Position of the Union: The OPBA seeks 2% wage increases in each year of the agreement, the increases to be effective on January 1, 2015, January 1, 2016, and January 1, 2017 and a \$450 payment within one (1) month of the signing of this agreement, which is consistent with the Patrol unit conciliation award. The wage differential for the Lead Dispatcher rate should remain 1.15 times that of Dispatcher A.

Since the conciliation award in the Patrol unit eliminated the “me-too” clause, the OPBA’s offer also eliminates it here. The OPBA also proposes to eliminate the stipend for LEADS certification.

Position of the Employer: The City proposes that the Dispatcher A rate receive 2% hourly wage rate increases effective the date the agreement is executed, and additional

2% increases in the second and third years. The Lead Dispatcher rate shall receive the same 2% increases. The City also proposes to eliminate the \$350 stipend, the basic communication training pay, the LEADS certification stipend, and the “me-too” clause. It argues that stipends for mandatory qualification requirements are unnecessary and the conciliation award for the Patrol unit eliminated the “me-too” clause.

Findings: The unit should receive general wage increases of 2% effective January 1, 2015, January 1, 2016, and January 1, 2017. Additionally, the stipend paid within a month of signing the agreement should be \$450, and the LEADS certification stipend and “me-too” clause are to be eliminated. Article 27 shall read as follows:

27.01 Effective the full pay period **following 1/1/2015, and thereafter the full pay period** that includes ~~August~~ **January 1**, all employees shall be paid in accordance with the following schedule:

| | Effective 1/1/2015 | Effective 1/1/2016 | Effective 1/1/2017 |
|---|--|--|--|
| | 2.0% GWI | 2.0% GWI | 2.0 % GWI |
| Lead Dispatcher | 1.15 times greater rate than Dispatcher A | 1.15 times greater rate than Dispatcher A | 1.15 times greater rate than Dispatcher A |
| Dispatcher A | \$19.28 | \$19.67 | \$20.06 |
| Dispatcher B (2nd 6 months) | \$17.93 | \$17.93 | \$17.93 |
| Dispatcher B (1st 6 months) | \$16.99 | \$16.99 | \$16.99 |

Note: The City stipulates that the position of Lead Dispatcher is properly subject to SERB’s jurisdiction and that the bargaining unit of Full-Time Dispatchers and Lead Dispatcher is lawfully and properly comprised under Chapter 4117 of the Ohio Revised Code. The Lead Dispatcher is not a supervisor as that term is defined by Chapter 4117 of the Ohio Revised Code.

In addition to receiving a retroactive wage increase to the first full pay period following January 1, 2015, each employee shall receive a four hundred fifty dollar (\$450.00) payment within one month of the signing of this agreement.

27.02 All employees shall receive a shift differential in the amount of thirty-five cents (\$.35) per hour for afternoon shift and fifty cents (\$.50) per hour for midnight shift, for hours actually worked.

27.03 Each employee assigned the duties of Communications Training Officer shall receive an additional one-dollar (\$1.00) per hour, for each hour in which these duties are performed.

27.04 Each Dispatcher A, not on probation, shall receive a Senior Communications Officer stipend of \$350.00 annually. Each Dispatcher A must have completed at least three years of service to be eligible for the stipend.

27.05 Each bargaining unit employee who has successfully completed basic communications training shall receive a stipend of two hundred fifty dollars (\$250.00) annually.

27.06 One bargaining unit member shall be assigned to be the TAC Officer. This person shall receive a stipend in the amount of \$450.00 annually.

27.07 All stipends will be paid during the first half of August of each year.

~~Each employee hired on or before August 1, 2008 and obtaining and/or maintaining LEADS certification shall receive a \$500 stipend payable in the first half of June 2012 and an additional \$500 stipend payable in the first half of December 2012.~~

~~Each employee hired on or before August 1, 2013 and obtaining and/or maintaining LEADS certification shall receive a \$500 stipend payable in the first half of December 2013.~~

~~If, after this Agreement is executed, the City negotiates and voluntarily agrees to provide any increase in compensation to any other City employee through a Collective Bargaining Agreement, all employees shall receive an equal increase in compensation if an equivalent or greater increase in compensation has not already been provided through this Agreement.~~

Issue: Article 28, Longevity Pay

Position of the Union: Retain current contract language.

Position of the Employer: The City withdrew its proposal to eliminate longevity pay.

Findings: Retain current language as follows:

28.01. Subject to Article 28.02, all employees shall receive longevity pay at the rate of seventy dollars (\$70.00) per year of full-time employment with the Employer. Annual longevity payments shall be made during the first half of the month of December to all employees who have completed at least five (5) years of continuous service and who are employed by the Employer on November 30th of the year in which the longevity payment is made. Determination of longevity pay shall be from December 1st to November 30th.

28.02. Employees hired after August 1, 2011, shall not receive longevity pay.

Issue: Article 29, Uniform Allowance

Position of the Employer: Eliminate the uniform allowance.

Position of the Union: Retain current language.

Findings: The conciliation award in the Patrol unit retained the uniform allowance. However, the Dispatcher uniform is not as costly as a Patrol Officer uniform. Further, the City intends to eliminate any uniform requirement and allow Dispatchers to wear business casual clothing, the same as non-bargaining unit employees. Since the need for the allowance will go away, it makes sense to eliminate the allowance. However, rather than eliminate it all at once, it should be done gradually to lessen its impact. Additionally, until the City eliminates the uniform requirement, the need will remain.

Article 29 is to be modified as follows:

29.01. ~~An annual uniform allowance of one thousand (\$1,000.00) dollars shall be paid for the position of Dispatcher, and the following terms and conditions applicable to the uniform allowance.~~

~~A. During the first year of employment, the employee shall be entitled to take the full uniform allowance any time during the year.~~

~~B. During subsequent years of employment, the employee shall be entitled to receive the uniform allowance by January 20th.~~

Each employee shall be paid a uniform allowance as follows:

A. For 2015, each employee shall be paid \$1,000.00 by January 20, 2015.

B. For 2016, each employee shall be paid \$750.00 by January 20, 2016.

C. For 2017, each employee shall be paid \$750.00 by January 20, 2017.

During the first year of employment, the employee shall be entitled to take the uniform allowance upon hire on a pro-rated basis for that year.

During subsequent years of employment, the employee shall be entitled to receive the uniform allowance by January 20th.

Effective January 1, 2017, in addition to the above, any uniform required to be worn shall be provided by the employer in sufficient quantities and replaced by the employer as reasonably necessary.

Issue: Article 31, Hospitalization & Major Medical Insurance, Dental, Optical & Prescription Program

Position of the Union: The OPBA's offer during conciliation mirrors the conciliation award for the Patrol unit with modifications.

Position of the Employer: Provide the same benefits as other bargaining units and non-bargaining employees receive.

Findings: Pattern bargaining and having as many, if not all, employees on the same health care plan is important. It makes it easier and less costly for the City to administer and prevents one (1) group of employees receiving greater benefits than others. This unit should receive the same health care as the Patrol unit conciliation award, with modifications, if any, agreed to by the parties, as set forth below. Article 31 shall read:

31.01. The Employer shall provide hospitalization, major medical, dental, optical and a prescription drug program with coverage levels ~~set forth in Appendix A~~, effective with the December 2009 **2014** plan renewal. Other plan design features are set forth below.

31.02. Bargaining unit members shall contribute, via payroll deduction, eight percent (8%) of the monthly COBRA amount established in December of the immediately preceding year. **Effective upon execution of this collective bargaining agreement, bargaining unit members shall contribute, via payroll deduction, eleven percent (11%) of the monthly COBRA amount established in December of the immediately preceding year.** The Employer will provide the Union Director 30 day's notice of any

rate change. Said deductions shall be prorated and deducted on a bi-weekly pay period basis. The Employer will continue the Internal Revenue Service Section 125 Plan so that employee participation, as expressed in this Section, shall be on a pre-tax basis.

~~31.03. Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as follows:~~

Effective August 1, 2011 through July 31, 2012

~~Network – \$250 single/\$500 family deductible; 90%/10% coinsurance to a maximum annual out-of-pocket expense of \$1,500 single/\$3,000 family.~~

~~Non-Network – \$500 single/\$1,000 family deductible; 70%/30% coinsurance to a maximum annual out-of-pocket expense of \$3,000 single/\$6,000 family.~~

Effective January 1, 2015

Network - \$500 single/\$1,000 family deductible; 90%/10% coinsurance to a maximum annual out-of-pocket expense of \$1,500 2000 single/\$3,000 4000 family.

Non-Network - \$500 single/\$1,000 family deductible; 70%/30% coinsurance to a maximum annual out-of-pocket expense of \$3,000 single/\$6,000 family.

~~31.04. Prescription co-pays shall be as follows:~~

| | RETAIL CO-PAY | MAIL ORDER CO-PAY |
|---|--|--------------------------|
| Generic: 1 st Tier | \$10.00 or 20% whichever is greater | \$27.00 |
| Preferred: 2 nd Tier | \$20.00 or 30% whichever is greater | \$48.00 |
| Preferred: 3 rd Tier Life Enhancing | \$30.00 or 35% whichever is greater | \$74.00 |
| Non-Preferred: 4 th Tier | \$45.00 or 50% whichever is greater | \$95.00 |

~~31.03. Employer shall adopt a standardized PPO benefit plan with network/non-network deductible and coinsurance as follows:~~

**CITY OF NORTH CANTON
EFFECTIVE 12/01/14**

| Medical Benefits | Network Provider | Non-Network Provider |
|--|------------------|----------------------|
| Annual Plan Maximum | Unlimited | |
| Annual Deductible | \$500/person* | \$500/person** |
| | \$1,000/family | \$1,000/family |
| Out-Of-Pocket Maximum | \$2,000/person | \$3,500/person |
| (includes deductible and medical copays) | \$4,000/family | \$7,000/family |
| Prescription Plan Out-Of-Pocket | \$4,350/person | |
| (separate from medical) | \$8,700/family | |

INPATIENT HOSPITAL CARE

| | | |
|--|------|-----------|
| Care in Hospital | 90%* | 70% UCR** |
| Intensive Care Unit | 90%* | 70% UCR** |
| Surgery | 90%* | 70% UCR** |
| Surgical Assistance | 90%* | 70% UCR** |
| Anesthesia | 90%* | 70% UCR** |
| In-Hospital Physician visits/ consultations (1 visit per day per physician) | 90%* | 70% UCR** |
| Chemotherapy/radiation UCR** Therapy | 90%* | 70% |
| Therapy Services | 90%* | 70% UCR** |
| Acute Kidney Dialysis | 90%* | 70% UCR** |
| Diagnostic Lab/X-Ray | 90%* | 70% UCR** |
| Maternity Care | 90%* | 70% UCR** |
| Organ Transplant | 90% | 70% UCR** |

OUTPATIENT CARE

| | | |
|--|------|-----------|
| Emergent Care (Emergency Room/Facility) | 90%* | 70% UCR** |
| Non-Emergent Care | 90%* | 70% UCR** |

| | | |
|-----------------------|------|-----------|
| Pre-admission testing | 90%* | 70% UCR** |
| Same Day Surgery | 90%* | 70% UCR** |
| Lab/X-Ray/Diagnostic | 90%* | 70% UCR** |
| Radiation Therapy | 90%* | 70% UCR** |
| Therapy Services | 90%* | 70% UCR** |

MENTAL HEALTH & SUBSTANCE ABUSE

| | | |
|----------------------|------------------------|-----------|
| Inpatient Care | 90%* | 70% UCR* |
| Outpatient Care | 90%* | 70% UCR** |
| Psychotherapy-Office | 100% after \$25 co-pay | 70% UCR** |

PRESCRIPTION DRUGS

Prescription Drugs Managed Drug Program

Once your prescription out-of-pocket is reached, your co-pay is \$0

CARE IN PHYSICIAN'S OFFICE

| | | |
|--|-----------------------|-----------|
| Visits for Illness | 100% after \$25 copay | 70% UCR* |
| Second Surgical Opinion | 90%* | 70% UCR** |
| Allergy Testing/Injections | 100% after \$25 copay | 70% UCR* |
| Therapy Services | 90%* | 70% UCR** |
| Chiropractors (limited to 12 visits per calendar year) | 90%* | 70% UCR* |
| Podiatrists | 100% after \$25 copay | 70% UCR** |
| Diagnostic Lab/X-ray | 100% after \$25 copay | 70% UCR** |
| Minor Surgery | 100% after \$25 copay | 70% UCR** |

PREVENTIVE CARE****

| | | |
|---|-------|-----|
| Routine Physical UCR** (one per calendar year) | 100% | 70% |
| Routine Mammogram/Pap/ UCR** Prostate/ Gynecological Exam | 100%* | 70% |
| Routine Immunizations UCR** (Age 9 and over) | 100% | 70% |
| Well Child Care UCR** (Birth to age 9 years; includes immunizations)) | 100% | 70% |

| |
|-----------------------|
| OTHER SERVICES |
|-----------------------|

| | | |
|--|----------------------|-----------------------|
| Ambulance | 90% (billed charges) | 90%* (billed charges) |
| Cardiac Rehab (Phase I & II) | 90%* | 70% UCR** |
| Home Health Care (Utilization Management Approval Required; 100 visits per calendar year) | 90%* | 70% UCR** |
| Skilled Nursing Facility (Utilization Management Approval Required; 120 visits per calendar year) | 90%* | 70% UCR** |
| Private Duty Nursing (Utilization Management Approval Required; 120 visits per calendar year) | 90%* | 70% UCR** |
| Hospice Care (Utilization Management Approval Required; 180 visits per calendar year) | 90%* | 70% UCR** |
| Durable Medical | 90%* | 70% UCR** |

Pre-Certification is required for non-network hospital admissions

* An annual deductible of \$500 per person/\$1,000 per family is applied first before any benefits are paid to Network Providers. Deductible, Coinsurance and Medical Copayments are subject to an annual out-of-pocket maximum of \$2,000 per person/\$4,000 per family. Once you have met this maximum, the plan begins to pay covered expenses at 100% except for expenses not included in the 100% reimbursement provision.

** An annual deductible of \$500 per person/\$1,000 per family is applied first before any benefits are paid to Non-Network Providers. Benefit payments for Non-Network Provider services are based on Usual, Customary, and reasonable criteria. Deductible and Coinsurance are subject to an annual out-of-pocket maximum of \$3,500 per person/\$7,000 per family. Once you have met this maximum, the Plan begins to pay covered expenses at 100% UCR to Non-Network Providers, except for expenses not including in the 100% reimbursement provision.

*** In accordance with Mental Health Parity and Addiction Equity Act of 2008, in which prohibits discrimination in the coverage for diagnosis, care and treatment of mental illness and/or substance abuse.

**** Preventive Care, including the recommended preventive services required to be covered without cost sharing under federal law.

Deductible and out-of-pocket maximums are integrated. Therefore deductible and out-of-pocket amounts met for Network Providers apply to deductible and out-of-pocket amounts met for Non-Network Providers.

City of North Canton AultCare Prescription Drug Program

Welcome to the AultCare Prescription Drug Program. This program offers savings, convenience and service for you and your eligible dependents.

Benefits

| | Retail | Mail |
|---------------------------------------|--------------------------------------|-------------|
| Generic: (1 st Tier) | \$10.00 or 20%, whichever is greater | \$27.00 |
| Preferred: (2 nd Tier) | \$20.00 or 30%, whichever is greater | \$48.00 |
| Preferred: (3 rd Tier) | \$30.00 or 35%, whichever is greater | \$74.00 |
| Non-Preferred: (4 th Tier) | \$45.00 or 50%, whichever is greater | \$95.00 |

There is a prescription out-of-pocket maximum of \$4,350 single/ \$8,700 family. Once you have met the prescription out-of-pocket maximum you will have a \$0.00 co-payment.

1st Tier is defined as all generic drugs (subject to plan limitations)

2nd Tier is defined as preferred Brand name drugs (i.e., heart medications, anticonvulsants, cancer medications). 3rd Tier is defined as preferred Brand name drugs that are considered to increase the quality of life or a life style modification drug that is not necessary to sustain life (i.e., allergy medications, pain medications). 4th Tier is defined as non-preferred Brand name drugs.

A 30-day supply is available at the retail pharmacy. A 90-day supply may be obtained through the mail order program.

Network Pharmacies

You can enjoy the convenience of local and national pharmacy service at discounted network pricing. Please remember to present your card at the pharmacy for your prescriptions. If a prescription is purchased without using your card, AultCare will pay up to our liability of UCR or Contracted Rate only. For a pharmacy listing, please visit the AultCare website or contact the AultCare Service Center.

Generic vs. Brand

A generic medication will be dispensed when available unless your physician specifically requests a brand drug. However, if you request that a brand medication be dispensed, you will be responsible for the difference between the maximum allowable cost of the generic and the brand drug.

Formulary

Whenever it is necessary to utilize a brand medication, please refer to the AultCare Formulary. The brand medications contained on the formulary have been found to be as effective as other medications in their class. By using a formulary (preferred) brand medication, you will realize a greater benefit than if you use a non-formulary (non-preferred) brand medication. AultCare offers our members an open formulary design (which means that the health plan may cover the costs of drugs that are not on the formulary list). Therefore, tier exceptions are not applicable. For example, a higher tier (non-preferred) medication may not be requested at a lower tier (preferred) co-pay.

Long Term Ongoing Prescriptions

For long term ongoing prescription drug needs, receive up to a 90-day supply through your mail order prescription program. When participating in the mail order program, you pay the appropriate co-payment per 90-day supply. The mail order pharmacy must fill

your prescription for the exact quantity of medications prescribed by your doctor, up to the 90-day plan limit. “30 days plus 2 refills” does not equal one prescription written for “90 days”.

RxEOB

AultCare’s Personalized Prescription Information Website (also known as RxEOB) is a free Internet resource that is offered to our members. It gives valuable information to help you make informed decisions about your drug purchase. You may access RxEOB through the AultCare website at www.aultcare.com.

When this plan is the secondary insurance, you will be required to file prescription expenses with the primary plan first, and then submit to AultCare for secondary payment.

If the coverage under your medical plan terminates, your prescription drug benefit will also terminate. If a covered person continues to use their prescription drug benefit, they will be held responsible for payment of any bills on or after the termination date.

Covered Services

- Federal Legend medications – A drug that, by law, can be obtained only by prescription and bears the label, “Caution: Federal Law prohibits dispensing without a prescription.”
- Compound medication
- Diabetic supplies: including control solution, glucose test strips, urine test strips, acetone test strips, lancet devices, and lancets
- Insulin (prescription only), Insulin syringes/needles (prescription only)
- Injectable medications - *Prior authorization is required
- Contraceptive medications, injectables and devices
- Impotence medications - *Prior authorization is required. Limit of 8 tables per 30 days retail and 24 tables per 90 days mail order. Member will pay the Life Enhancing co-pay.
- Immunosuppressives
- Migraine medications
- Prenatal Vitamins – all others are a plan exclusion

- Vaccines – Flu, Pneumonia & Shingles are covered at 100% at the pharmacy. The Shingles vaccine is available for enrollees age 50 or older and requires a written prescription from your physician.

Services Not Covered

- Lost, stolen or damaged medications
- Experimental, investigation or unproven drugs
- Blood or plasma
- Therapeutic devices or appliances, including support garments and other non-medical substances, unless otherwise specified.
- Charges for injections or administration of a drug
- A prescription that may be received without charge under Workers' Compensation Laws or other local, state or federal programs. This would include medications taken for occupational injury/disease.
- Prescriptions that are not self-administered or medication that is to be taken or administered to an individual in a licensed hospital, nursing home, physician's office/clinic or similar institution where such medications are normally provided by the facility on an inpatient basis.
- Prescription refills in excess of the number specified or dispensed more than one year from the date of the original order.
- Needles and syringes, other than for insulin
- Durable medical equipment including glucose monitors
- Over-the-counter medications, except for Insulin and Loratadine
- Medical supplies except for Diabetic supplies
- Replacement prescriptions (lost, stolen or broken)
- Contraceptive devices and injectables
- Smoking cessation products
- Fertility medications
- Vitamins except prenatal
- Weight loss medications
- Drugs for cosmetic purposes only
- Immunizing agents, Biological Sera, and Allergy Sera
- Fluoride Rinses
- Progesterone capsules
- Growth hormones
- Lucentis (covered under medical and does not require prior authorization)

Certain medications may be covered under medical, require prior authorization, have step therapy and/or may have plan limitations. Please visit the AultCare website at www.aultcare.com or call the AultCare Service Center at 330-363-6360 or 1-800-344-8858 or a listing of these medications.

Step Therapy Program

Your plan currently requires Step Therapy for certain classes of medications. Step Therapy requires you to have tried a generic medication from the same therapeutic class as the brand name drug within the previous 365 days. If your prescription history does not indicate that a generic was tried, the brand name medication will not be covered. The Step Therapy Program does not apply to you if you are already taking the brand name medications. Please note that the brand name medication will be offered at the appropriate benefit level once a generic medication has been tried and found to be ineffective. For a complete list of the Therapeutic categories and medications on the Step Therapy Program, please visit our website at www.aultcare.com or if you would like a paper copy, you may call the AultCare Service center at 330-363-6360 or 1-800-344-8858.

Health Care Reform

In response to the Patient Protection and Affordable Care Act certain medications will be covered at a \$0.00 co-payment when the specific criteria listed below is met. You must obtain a written prescription from your physician to receive this benefit.

For a complete list of Health Care Reform medications, please visit our website at www.aultcare.com or if you would like a paper copy, you may call the AultCare Service center at 330-363-6360 or 1-800-344-8858.

In response to the Women’s Preventative Services Act, females are now able to obtain over-the-counter and prescription birth control medications, products and prenatal vitamins at the below benefit. You must obtain a written prescription from your physician to receive this benefit.

| Drug Category | Co-Payment |
|--|--|
| Generic | \$0.00 |
| Brand WITHOUT Generic Available | \$0.00 |
| Brand WITH Generic Available | Retail: \$45.00 or 50% whichever is greater Mail Order: \$95.00 |

Dental Charge Benefits

Cash deductible, each calendar year:

| | |
|------------------------|-------|
| Per person..... | \$50 |
| Family unit limit..... | \$150 |

The deductible applies to these Classes of Service:

- Class B Services -Routine
- Class C Services -Major
- Class D Services -Orthodontia and Implants

Dental percentage payable:

| | |
|-------------------------------|---|
| Class A Services- | |
| Preventive..... | 100% |
| Annual maximum..... | Two visits per year at the Usual and Reasonable Charge. |
| Class B Services- | |
| Routine..... | 80% |
| Class C Services- | |
| Major..... | 50% |
| Class D Services- | |
| Orthodontia and implants..... | 100% |

Maximum benefit amount:

- Per person per calendar year..... \$1,500
(Class A services do not apply toward the calendar year maximum)
- Orthodontia lifetime maximum
(Implants are included in the \$1,500 calendar year maximum)

Vision Charge Benefits

Vision percentage payable..... 100% after \$15 copay

Maximum benefit amount:

Per person per every 24 months..... \$250

Vision care benefits apply when vision care charges are incurred by a Covered Person for services that are recommended by a Physician or Optometrist.

31.05 04. In network physician’s office visits shall have a co-pay of \$25, which shall ~~not~~ be applied against the maximum out-of-pocket. Non-network office visits will be subject to the co-insurance and deductible.

31.06 05. If an employee and spouse are both employed by the City of North Canton, only one shall be entitled to the coverages set forth above, that being the family plan.

31.07 06. In the event of a change of insurance carrier, the current benefits of major medical and hospitalization, dental, optical and prescription drugs shall not be reduced.

~~31.08. The increased deductible amounts effective August 1, 2012, described in Section 32.03, shall not apply if the City provides the same or similar health insurance benefits to any other City employee or official and the City requires a lesser deductible amount unless the City is required to do so by means of: (1) a conciliator's award; or (2) a contractual obligation existing at the time this Agreement is executed (including such continuing obligations that exist by operation of law during the pendency of collective bargaining negotiations following an expired collective bargaining agreement).~~

Issue: Article 37, Duration of the Agreement

Position of the Employer: The agreement should be effective from the date it becomes effective.

Position of the Union: The agreement should become effective as of January 1, 2015.

Findings: The successor agreement for the Patrol unit became effective on January 1, 2015. The City wants to spread out the various collective bargaining agreements so they are not all being negotiated simultaneously. The January 1 effective date for this unit and the Patrol unit will accomplish that to some degree. Additionally, since the Patrol and Dispatcher units are part of the Police Department and represented by the OPBA, it makes sense that the agreements have the same duration. Article 37 is to read as follows:

37.01 This Agreement is effective from ~~August 1, 2014~~ **January 1, 2015** through July ~~31~~ **December 31, 2014 2017**. This Agreement shall continue from year to year after ~~August 1, 2014~~ **January 1, 2018**, unless a party to this Agreement gives sixty (60) days written notice of intent to negotiate a new Agreement. In the event such notice is given by a party, the procedures for negotiations contained in OHIO REVISED CODE 4117 shall apply.

Issue: New Article re Discontinuance of Dispatch Services

Position of the Union: The OPBA seeks a new article should the City discontinue providing dispatch directly and contract out the service. It argues that, during the last sets of negotiations, the City has indicated it might contract dispatch out and has actually looked into doing so. Should the City decide to, employees should be protected

and receive severance pay based on their years of service. It proposes the following language in a new article:

~~———— In the event that the bargaining unit employees are laid off as a result of the City discontinuing the provision of dispatch services, each such employee shall be paid and/or provided, in addition to all other payments and/or provisions that would be due under this agreement, the following:~~

~~A) — A severance payment equal to two weeks of pay at the employee's regular rate for each full year of employment with the City of North Canton;~~

~~B) — The provision for each employee and his/her spouse and dependents, of three (3) full months of health insurance per the terms of this agreement from the time of separation.~~

~~The City shall provide bargaining unit employees 90 days notice prior to any layoff resulting from the discontinuance of dispatch services. In addition, the City shall also offer open and permanent full-time employment position(s) in the City existing prior to and/or at the time of the planned layoff date, to qualified bargaining unit members, to the exclusion of any other applicant(s), in order of their departmental seniority (first-hired, first offered). If a bargaining unit employee accepts such a position and such offering provides the opportunity for an employee to not have any lapse of employment with the City, the employee shall not receive severance pay identified in paragraph A above and the employee shall receive those health care benefits for himself/herself, and his/her family as received according to such new position. In the event an employee refuses an offer of employment from the City, he/she shall not be entitled to severance or insurance benefits outlined in Paragraphs A & B above. If an employee accepts an offer from the City that would result in a lapse of employment, he/she shall still be entitled to severance pay and health insurance as provided in paragraphs A and B above.~~

~~———— This article shall not diminish any employee rights under article 33 of this agreement.~~

Position of the Employer: The new language is not necessary. The City has no plans or intention to contract out its services. It has not laid off a single employee in its history and the OPBA can point to no credible evidence for its fear of a mass layoff.

Findings: The City is proud of its services to its residents and has no intention to contract out its dispatch service. It would only do so if its financial condition were in

such dire straits that eliminating a service was the only option. If that ever happened, adding such a provision would harm its finances even more. Additionally, no other municipality in Stark County has such a provision and adding it would set a precedent. The City is also concerned that, should this provision be adopted, other units would seek the same language.

The Fact Finder recommended the new article be adopted. However, the Conciliator finds that there is no evidence supporting the need. The only evidence the OPBA introduced were statements made by the City in the last couple negotiations that it could contract out the service. The Conciliator concludes this was merely bargaining language used by the City to gain leverage during negotiations. At the conciliation hearing, the City was adamant that it had no intention of contracting out the service. It believes its residents would not support contracting it out, that it is difficult to quantify overall savings, and does not want to lose control of the service. Further, it is proud that it offers the service directly rather than contracting it to an outside provider and of its history of never having laid off an employee. On this record, the Conciliator finds that there is no need for the new language. The new article shall not be included in the successor agreement.

Finally, all tentative agreements of the parties are hereby incorporated in this award. Articles that are not addressed in the tentative agreements or herein shall be current contract language except that the parties agree that any outstanding references to “Chief Dispatcher” shall be replaced with “Lead Dispatcher.”

Dated: March 11, 2015



Daniel G. Zeiser
Conciliator