

City of Beavercreek / Communication Workers of America

MEMORANDUM OF UNDERSTANDING

Wage and Insurance Reopener, 2014

In consideration of the respective rights, obligations and liabilities of the parties hereto, the sufficiency of which is hereby acknowledged, the City of Beavercreek (hereinafter "City") and the Communications, AFL-CIO (hereinafter "CWA") agree to the following:

In the Collective Bargaining agreement between the City and the CWA, effective January 1, 2012 to December 31, 2014, the parties agreed in Article 39 Duration of Agreement, to a reopener for wages (Article 19) and Medical insurance (Article 31) during the third year of the agreement, with changes to become effective on January 1, 2014. Pursuant to this provision, the parties have agreed to amend Article 19, Section 1, Article 31 Section 1. A. and C., and Article 31 Section 2. A. of their collective bargaining agreement as follows, effective January 1, 2014:

Article 19 – WAGES

Section 1. The City shall pay wages in accordance with the attached Wage Scales Schedules H and I for the period this Agreement is in effect.

First year: Zero percent (0%) increase for persons in the bargaining unit. All bargaining unit employees shall receive a one-time \$300 check the first full pay period after the ratification of this Agreement as it is written in its current form..

Second year: Employees working for the City as of December 31, 2012 shall receive a lump sum payment equal to two (2) percent of the base wages earned as of December 31, 2012. This payment will be made the first full pay period in January of 2013 for fiscal year 2013. A lump sum payment equal to two (2) percent of overtime pay for all overtime paid, excluding all hours in which compensatory time was elected, shall be paid the second full pay period in January of 2014.

Third year: Two and one half percent (2.5%) increase for persons in the bargaining unit as reflected in Schedules H and I.

There will be a wage reopener during the second and third year of this agreement. The parties will begin negotiations on or before September 1 each year, with changes to become effective the first full pay period in January of the following year. Each reopener will be subject to the dispute resolution provisions of the Ohio Revised Code Chapter 4117.

Article 31 – MEDICAL AND DENTAL INSURANCE

Section 1. Medical Insurance

- A. All full time bargaining unit members and their eligible dependents shall be eligible to participate in one of the City’s medical insurance plans consisting of comprehensive medical benefits, major medical coverage, diagnostic service, hospitalization, surgical coverage’s and emergency care.

Year One: Effective January 1, 2012, employees will pay twelve and one-half (12.5) percent of the total premium of the base insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the twelve and one-half (12.5) percent amount will apply to the optional plan (s) as well.

Year Two: Effective January 1, 2013, employees will pay fifteen (15) percent of the total premium of the base insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the fifteen (15) percent amount will apply to the optional plan (s) as well.

Year Three: Effective January 1, 2014, employees will pay fifteen (15) percent of the total premium of the base insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the fifteen (15) percent amount will apply to the optional plan (s) as well.

There will be a reopener for health insurance during the third year of this agreement. The parties will begin negotiations on or before September 1 of each year, with changes to become effective on January 1 of the following year. Each reopener will be subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

- C. During the term of this agreement, and to ensure the City may obtain and contract for competitive rates on insurance for its employees, the City may change the medical insurance plans, insurance provider or method of providing medical services, provided that the health benefits, coverage levels and provider network are not substantially reduced or the cost shifting to employees, significantly increased relative to the quoted options received by the City.

Section 2. Dental Insurance

- A. All full-time bargaining unit members and their eligible dependents shall be eligible to participate in the City’s Dental insurance plan during this Agreement. This dental plan shall include the following: preventive services, basic services, major services, annual maximum, orthodontics (fifty percent [50%]), and lifetime maximum. Union members will not receive compensation should they choose not to participate in the City’s dental plans.

Year One: Effective April 1, 2012, employees will pay twelve and one-half (12.5) percent of the total premium of the base dental insurance plan. If additional plans are offered parties will negotiate the percent of total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those

plans, then the twelve and one-half (12.5) percent will apply to the optional plan(s) as well.

Year Two: Effective January 1, 2013, employees will pay fifteen (15) percent of the total premium of the base dental insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the fifteen (15) percent amount will apply to the optional plan(s) as well.

Year Three: Effective January 1, 2014, employees will pay fifteen (15) percent of the total premium of the base dental insurance plan. If additional plans are offered parties will negotiate the percent of the total monthly premium to be paid. If the parties are unable to agree upon the percent of monthly premium for those plans, then the fifteen (15) percent amount will apply to the optional plan(s) as well.

There will be a reopener for dental insurance during the third year of this agreement. The parties will begin negotiations on or before September 1 of each year, with changes to become effective on January 1 of the following year. Each reopener will be subject to the dispute resolution provisions of Ohio Revised Code Chapter 4117.

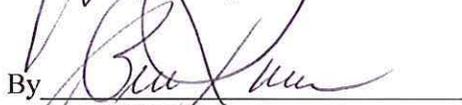
This Memorandum of Understanding shall expire on December 31, 2014.

Dated at Beavercreek, Ohio this ____ day of _____ 2014.

FOR: City of Beavercreek

By 

Michael A. Cornell
City Manager

By 

Bill Kucera
Finance Administrative Service Director

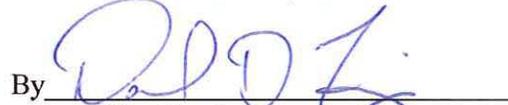
By 

Mike Thonnerieux
Interim Public Administrative Services Director

By 

Jill Bissinger
Human Resources Manager

FOR: Communications Workers of America, AFL-CIO

By 

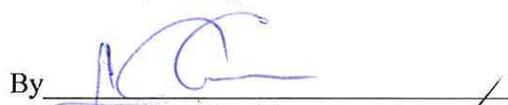
Dan Frazier
President, CWA Local 4322

By 

Gary Perlewit
Chief Stewart – Negotiating Team

By 

Matthew Funk
Negotiating Team

By 

Joshua Kirschbaum
Negotiating Team

By 

Todd Snyder
Negotiating Team

SCHEDULE "I"
WAGE SCALE FOR CWA BARGAINING UNIT - Effective 1-2-2014
MAINTENANCE UNIT

For bargaining unit members hired prior to January 1, 2009

<u>GRADE</u>	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
101	2014	14.56	15.22	15.91	16.58	17.23	17.95	18.66
102	2014	14.64	15.82	17.02	18.21	19.38	20.54	21.70
105	2014	15.93	17.22	18.50	19.81	21.13	22.42	23.70
110	2014	17.35	18.64	19.93	21.19	22.44	23.72	24.97
115	2014	18.50	19.83	21.16	22.46	23.81	25.10	26.40
120	2014	19.43	20.80	22.13	23.49	24.90	26.26	27.62
125	2014	20.39	21.78	23.17	24.58	25.98	27.41	28.87

For bargaining unit members hired after January 1, 2009 Effective March 1, 2009

<u>GRADE</u>	<u>YEAR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>	<u>STEP 10</u>
101	2014	14.56	15.02	15.47	15.93	16.38	16.83	17.29	17.74	18.20	18.66
102	2014	14.64	15.42	16.21	16.99	17.77	18.56	19.34	20.13	20.92	21.70
105	2014	15.93	16.79	17.65	18.52	19.38	20.24	21.10	21.97	22.84	23.70
110	2014	17.35	18.20	19.04	19.90	20.74	21.59	22.43	23.28	24.12	24.97
115	2014	18.50	19.38	20.25	21.14	22.02	22.89	23.77	24.65	25.52	26.40
120	2014	19.43	20.35	21.26	22.17	23.07	23.99	24.90	25.80	26.71	27.62
125	2014	20.39	21.33	22.27	23.22	24.16	25.10	26.05	26.99	27.93	28.87

SCHEDULE "H"
WAGE SCALE FOR CWA BARGAINING UNIT - Effective 1-1-2014
TECHNICAL UNIT

For bargaining unit members hired prior to January 1, 2009

GRADE	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
301	2014	14.92	15.86	16.88	17.89	18.89	19.87	20.90
302	2014	15.66	16.66	17.73	18.78	19.84	20.87	21.95
303	2014	16.44	17.48	18.62	19.72	20.83	21.91	23.04
304	2014	16.61	17.85	19.00	20.18	21.35	22.56	23.73
305	2014	17.34	18.56	19.86	21.06	22.35	23.61	24.86
306	2014	17.34	18.61	19.89	21.16	22.43	23.70	24.97
307	2014	19.33	20.58	21.92	23.25	24.56	25.83	27.16
311	2014	25.46	26.80	28.46	30.07	31.73	34.33	36.04
304PT	2014	16.61	17.85	19.00	20.18			

For bargaining unit members hired after January 1, 2009

Effective March 1, 2009

GRADE	YEAR	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
301	2014	14.92	15.50	16.08	16.70	17.33	18.00	18.69	19.39	20.14	20.90
302	2014	15.66	16.26	16.88	17.53	18.19	18.89	19.61	20.36	21.14	21.95
303	2014	16.44	17.07	17.72	18.40	19.10	19.83	20.59	21.37	22.19	23.04
304	2014	16.61	17.28	17.98	18.71	19.46	20.25	21.06	21.92	22.81	23.73
305	2014	17.34	18.05	18.79	19.55	20.35	21.18	22.04	22.94	23.87	24.86
306	2014	17.34	18.17	18.99	19.82	20.64	21.46	22.29	23.11	23.94	24.97
307	2014	19.33	20.07	20.85	21.65	22.49	23.35	24.25	25.18	26.16	27.16
311	2014	25.46	26.46	27.50	28.59	29.70	30.87	32.09	33.35	34.67	36.04

CITY OF BEAVERCREEK MEDICAL PLAN EFFECTIVE JANUARY 1, 2014

		RENEWAL PLAN			
		<i>Anthem Blue Cross Blue Shield</i>			
		Luminos HSA		Blue Access PPO	
		NETWORK	NON-NETWORK	NETWORK	NON-NETWORK
CARRIER					
PLAN TYPE					
DEDUCTIBLE TYPE		\$3,000 Ind / \$6,000 Fam Non-Embedded	\$3,000 Ind / \$6,000 Fam Non-Embedded	None Embedded	\$200 Ind / \$400 Fam Embedded
CO-INSURANCE		100%	70/30%	100%	70/30%
OUT-OF-POCKET WITH DEDUCTIBLE		\$3,000 Ind / \$6,000 Fam	\$6,000 Ind / \$12,000 Fam	\$650 Ind / \$1,300 Fam	\$1,400 Ind / \$2,800 Fam
PHYSICIAN					
OFFICE VISITS		100% after Ded.	Ded. & Co-Ins.	\$20 Co-Pay	Ded. & Co-Ins.
WELL CHILD		100% after Ded.	Ded. & Co-Ins.	\$20 Co-Pay	Ded. & Co-Ins.
PREVENTIVE CARE		100% after Ded.	Ded. & Co-Ins.	\$20 Co-Pay	Ded. & Co-Ins.
ALLERGY INJECTIONS		100% after Ded.	Ded. & Co-Ins.	\$5 Co-Pay May also be subject to OV Co-pay	Ded. & Co-Ins.
PROFESSIONAL SERVICES		100% after Ded.	Ded. & Co-Ins.	100%	Ded. & Co-Ins.
INPATIENT HOSPITAL		100% after Ded.	Ded. & Co-Ins.	100%	Ded. & Co-Ins.
OUTPATIENT FACILITY		100% after Ded.	Ded. & Co-Ins.	100%	Ded. & Co-Ins.
EMERGENCY ROOM		100% after Ded.	Covered as Network Benefit	\$100 Co-Pay	Covered as Network Benefit
URGENT CARE		100% after Ded.	Ded. & Co-Ins.	\$50 Co-Pay	Ded. & Co-Ins.
PRESCRIPTION DRUGS					
RETAIL		100% after Ded.	Ded. & Co-Ins.	Tier 1: \$10 Tier 2: \$20 Tier 3: \$30 Mandatory Generic with DAW Override	50% Co-Ins. (\$30 minimum co-pay) Mandatory Generic with DAW Override
MAIL ORDER		100% after Ded. 90 day mail order	Not Covered	Tier 1: \$10 Tier 2: \$50 Tier 3: \$75 90 day mail order Mandatory Generic with DAW Override	Not Covered
LIFETIME MAXIMUM PER INDIVIDUAL		Unlimited		Unlimited	
BENEFIT PERIOD		Calendar Year		Calendar Year	
PRE-EXISTING CONDITION CLAUSE		None		None	
PLAN COSTS:		EMPLOYER MONTHLY COSTS	EMPLOYEE MONTHLY COSTS	EMPLOYER MONTHLY COSTS	EMPLOYEE MONTHLY COSTS
		86%	16%	85%	16%
SINGLE		\$370.11	\$65.31	\$482.18	\$85.09
FAMILY		\$1,121.59	\$197.93	\$1,461.16	\$257.85

Employer Cost Difference between PPO and HSA Monthly:		Annual 'HSA' Contribution:
Single:	\$112.07	\$1,344.87
Family:	\$339.67	\$4,074.80

1) This benefit description is intended to be a brief outline of benefits. Certain services may be limited on the number of visits, days, or dollar amounts that will be covered.
 2) Please refer to the Summary of Benefits/Certificate of Coverage for a complete listing of benefits. In the event of a conflict between this description and the group contract, the terms of the group contract will prevail.
 3) Final rates are conditional and are based on each employee's underlying public law (former tax-exempt), medical conditions, prior or concurrent contributions, current demographics, effective date, actual enrollment, participation and 502 code utilization.
 4) Rates include broker commission.
 5) Final rates and plan design are subject to Healthcare Reform.
 6) Rates shown in this table do not include applicable Affordable Care Act (ACA) fees.