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AGREEMENT
BETWEEN
ERIE COUNTY SHERIFF
AND
FRATERNAL ORDER OF POLICE,
OHIO LABOR COUNCIL, INC.

SECRETARIES

January 1, 2012 – December 31, 2014

PREAMBLE

This Agreement, entered into by the Erie County Sheriff, hereinafter referred to as the "Employer" and the Fraternal Order of Police, Ohio Labor Council, Inc., hereinafter referred to as the "Labor Council" or "Union" and members of the bargaining units, hereinafter referred to as "employees", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the Agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining units as defined herein; and to provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure contained herein.

ARTICLE 1 RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and conditions of employment for all employees certified by the State Employment Relations Board in Case No. _____.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 Except as may be specifically limited within this Agreement, the Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy, such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of governmental operations.
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the overall mission of the employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions to carry out the mission of the public employer as a governmental unit.

2.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as provided by law shall remain the function of the Employer.

2.03 The Union waives the right to bargain the decision of the Employer in accordance with this Article, but, specifically retains the right to bargain the effect of any such decision.

**ARTICLE 3
DUES CHECK OFF/FAIR SHARE FEE**

3.01 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for membership in the bargaining units upon the employee's submission to the Employer of a voluntary, written dues authorization form as provided herein.

3.02 The Employer shall deduct such Union membership dues once each month from the pay of an eligible employee in the bargaining units upon receiving such written dues authorization. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

3.03 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, provided that the Employer complies with the provision established herein. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.04 The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining units; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the member from the Union.

3.05 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

3.06 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

3.07 The rate at which dues are to be deducted shall be certified to the Employer within thirty (30) days of the ratification of this Agreement by the Director of the Union and during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

3.08 Any dues, fees, or assessments collected by the Employer as part of this Agreement shall be transmitted once each month to the Fraternal Order of Police, Ohio Labor Council, Inc. at 222 E. Town St., Columbus, Ohio 43215-4611.

3.09 Any present employee of the Erie County Sheriff's Department who is a member of the Union on the effective date of this Agreement, or any employee who becomes a member during the life of the Agreement and who thereafter resigns from the Union during the terms of this Agreement, or any present member or any new employee who elects not to become a member of the Union shall pay to the Union a fair share fee. This provision shall not require any employee to become or remain a

member of the Union, nor shall the fair share fee exceed the dues paid by members of the Union in the same bargaining unit. The amount of fair share fees required to be paid by each non-member employee in the unit shall be the amount of the regular dues paid by the employees in the unit who are members of the Union less each non-member's proportionate share of the amount of the Union's dues and fair share fees spent on activities not chargeable to such fair share fees, if any. The Union shall prescribe an internal procedure to determine a rebate, if any, of the fair share fee. At the end of each calendar year the Union shall notify the Employer of the content and implementation results of its internal rebate procedure. If any employee challenges the propriety of the Union's use of such fee, deductions shall continue, but the funds shall be placed in an interest-bearing escrow account jointly administered by the Employer and the Union, until a resolution of the challenge is reached pursuant to the provision of O.R.C. §4117.09(C) or through proceedings in the courts.

ARTICLE 4 GRIEVANCE PROCEDURE

4.01 The grievance procedure is intended to provide a system for fair, expeditious and orderly adjustment of disputes between bargaining unit employees and the Employer. The term "grievance" shall mean an allegation by a bargaining unit employee or a representative of management that there has been a breach, misinterpretation or improper application of the Agreement. All matters contained in this contract are proper subjects for the grievance process.

4.02 A grievance may be brought by one (1) or more employees of the unit, who are similarly affected by a condition or incident. In the event there are multiple grievants, one employee shall be selected to process the grievance, however, all employees who wish to be considered as grievants shall sign the grievance form.

4.03 Step 1 The action which caused the alleged grievance must be identified and reported to the Employer and the Union within ten (10) days of the event that gave rise to the grievance. The grievant and a Union representative, if the grievant so desires, shall discuss the issue with the Sheriff or his designee prior to submitting a written grievance. The Sheriff or his designee shall have seven (7) days to make any investigation necessary and respond to the grievant.

Step 2 If the grievance is not settled to the satisfaction of the grievant, the grievance must be reduced to writing and within seven (7) days the grievance must be submitted to the Sheriff or his designee within seven (7) days of the Step 1 response. The Sheriff or his designee shall have five (5) days to consider the grievance and make whatever investigation he deems necessary and schedule a meeting to discuss the grievance with the grievant and the Union representative. The Sheriff or his designee shall make a written response to the grievant within five (5) days of the grievance meeting.

Step 3 Arbitration. If the grievance remains unresolved the Union may, within fourteen (14) days of the Step 2 response, appeal to arbitration by serving notice of the intent to arbitrate with the Employer. Within ten (10) days of the receipt of the notice of the intent to arbitrate, the Employer and the Union shall by joint letter solicit a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of arbitrators the Union and the Employer shall each strike three (3) names. The first strike shall be made by the party requesting arbitration. The arbitration hearing shall be scheduled as soon as possible based on the availability of the arbitrator and the wishes of the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall not have the authority to add to, subtract from, change or alter the provisions of this Agreement. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing. The arbitrator will have the authority to decide whether the dispute is arbitrable .

The arbitrator shall reduce his decision to writing and state the reason(s) for the decision. All decisions of the arbitrator are final and binding.

4.04 All fees for witnesses shall be borne by the side, which called the witness. Fees of a court reporter shall be borne by the party(s) that requested the reporter. All other costs shall be borne equally.

4.05 All grievances must contain the following information and must be filed using the form mutually agreeable to the parties:

- A. The employee's name and signature.
- B. The grievant's classification.
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was first discussed.
- D. Date the grievance was filed in writing.
- E. Date, time and location where the grievance occurred.
- F. A description of the incident giving rise to the grievance.
- G. Specific articles of the agreement violated.
- H. Desired remedy.

4.06 For purposes of this Agreement, days shall be week days (Monday through Friday). Failure of the Employer to act within the time limits shall be cause for the employee(s) to submit the grievance to the next higher step. Failure of the employee to act within the time limits shall be cause to consider the grievance null and void and/or settled. Time limits, as outlined in this Article, may be waived by mutual written agreement. A grievance can be withdrawn at any time prior to the arbitration hearing. Copies of all written documents shall be forwarded to the Union Coordinator and the Office of the Sheriff. The Labor Council Coordinator or a grievance representative shall, if the grievant desires, be present at any interviews the Employer has with the grievant to discuss the grievance. Verbal and written reprimands can only be grieved to Step 2 in the grievance procedure.

ARTICLE 5 DISCIPLINE

5.01 No employees, except newly hired probationary employees shall be reprimanded, reduced in pay or classification (position), suspended, discharged or removed or otherwise disciplined, except for just cause.

5.02 Whenever the Employer and/or his designee determines that there may be cause for an employee to be suspended, reduced, or discharged, a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged misconduct.

5.03 Prior to the scheduled time of the conference the employee may waive the right to the conference. An employee who waives the right to the conference may not grieve the imposition of discipline in the matter for which the conference was scheduled, unless such written waiver is presented to the Employer at least twenty-four (24) hours in advance of the hearing.

5.04 Following the imposition of discipline, any employee receiving an order of reduction, suspension or dismissal may appeal such order pursuant to the grievance procedure.

5.05 The parties agree that all disciplinary procedures shall be carried out in private and in a business-like manner.

ARTICLE 6 HEALTH INSURANCE

6.01 The Employer shall select the carrier for the insurance programs herein. However, any change in carriers or programs will not reduce any of the current levels of benefits in force and effect as of, the date of ratification, as described in Appendix A unless otherwise mutually agreed between the parties as referenced below.

6.02 Employees of the Bargaining unit in full-time active pay status, or approved Family and Medical Leave, are eligible to participate in the health insurance plan provided to the Employer's non-bargaining employees for the duration of this Agreement, as provided below:

A. Any change in carriers or programs, as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners and the bargaining unit, will amend this agreement to reflect said change.

B. ~~Effective upon ratification of this agreement, employees will be required to pay \$ 35.00 per month for single medical / vision coverage and \$ 65.00 per month for family medical / vision coverage. Effective upon ratification of this agreement, Employees will be eligible to participate in the contribution credit program.~~

C. ~~Effective 01/01/10,~~ Employees will be required to contribute at the same rate as non-bargaining unit employees as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners and the bargaining unit.

D. The mandatory spousal enrollment provision of the Health Insurance Plan will not be implemented during the life of this contract.

E. The Union's designee will continue to be a member of the County's Cost Containment and Wellness Committee and may attend these meetings on County time if during the employee's regularly scheduled shift; Attendance shall not be unreasonably denied nor shall it generate overtime.

- 6.03 Insurance Booklets shall be provided to all eligible employees. Eligibility for medical, vision, dental and life insurance begins after ninety (90) days of employment. The current Master Plan Document will be available on-line at ~~www.erie-county-ohio.net~~ www.eriecounty.oh.gov.
- 6.04 LIFE INSURANCE. The Employer will provide a Fifty-thousand (\$50,000) Term Life Plan with A. D. & D. for the life of this Agreement.
- 6.05 Health care/dental premium contributions will go through IRS Section 125 Plan (pre-tax). All medical premium deductions will be evenly split between the first two pays of each month as is the current practice for employees in the MedPlus 4 Plan.
- 6.06 VOLUNTARY PLANS Any plan in which the employee pays a portion of or the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase the premiums for such voluntary plans, including, but not limited to, COBRA and the family dental plan. ~~Effective on the date of the ratification of this agreement the employee contribution for the single dental plan shall be \$ 3.00 per month and for the family dental plan shall be \$ 25.00 per month. Effective 01/01/10, Employees will be required to contribute at the same rate as non-bargaining unit employees.~~
- 6.07 Employees will be required to continue to use the mail order system when purchasing maintenance drugs after the second retail fill.
- ~~6.08 Effective on the date of ratification of this agreement, Employees will be required to pay a \$ 20.00 Co-pay on all physician office visits.~~

ARTICLE 7 WAGES

7.01 Employees shall receive a ~~2% wage increase~~ **0% wage increase for 2012; a 0% wage increase for 2013; and, a 0% wage increase for 2014.** Wage rates are found in Appendix B.

7.02 LONGEVITY PAY. Each employee shall be paid longevity compensation issued in a separate check annually on the first pay period in December based on the following schedule:

SERVICE	ANNUALLY
5 years	\$500

Each year after five continuous (5) years of employment, an employee is entitled to an additional amount of One Hundred Dollars (\$100.00) for each year of employment, annually, up to a maximum of Two Thousand Dollars (\$2,000.00). [Years of Service X \$100 = Total annual amount, i.e., 13 years X \$100 = \$1,300.00]

7.03 Direct Deposit. All current employees shall be given the option to participate in a direct deposit payroll system. All employees hired on or after January 1, 2009, shall be required to participate in the direct deposit payroll system.

**ARTICLE 8
BENEFITS**

8.01 Bargaining unit employees shall be entitled to sick leave and holidays as set forth in the Sheriff's Office personnel manual that is in effect on January 1, 2003. Bargaining unit employees shall be entitled to vacation leave as follows:

Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows, and shall be awarded on the employee's anniversary date.

LENGTH OF SERVICE	VACATION
Less than 1 year	NONE
1 year but less than 7 years	80 hours
7 years but less than 14 years	120 hours
14 years but less than 21 years	160 hours
21 years but less than 28 years	200 hours
28 years and over	240 hours

8.02 Employees covered by this Agreement shall be entitled to ~~four (4)~~ **five (5)** personal days off with pay in each contract year. All employees must have successfully completed their probationary period to be eligible for the personal days. ~~Bargaining unit members may request usage of the fifth (5th) personal day annually beginning January 1, 2010 at any time; however, the Employer may decline the request if the request generates mandatory overtime (or revoke previously approved requests).~~ Such personal days must be taken in ~~four (4)~~ **five (5)** eight (8) hour increments in the contract year said personal days are earned. There shall be no carry-over of personal days.

8.03 Employees covered by this Agreement may elect to cash out up to forty (40) hours of sick time per calendar year at 100% of the employee's base rate of pay after they have accrued two-hundred eighty (280) hours of sick time.

8.04 Hours of work and Overtime/comp time benefits shall remain in effect during the term of this Agreement to the same extent such benefits are set forth in the Sheriff's Office personnel manual that is in effect on January 1, 2003.

8.05 Nothing in this Agreement shall be construed, as prohibiting the employer from revising the current personnel manual with respect to matters not set forth in sections 8.01 and 8.02. No such revisions shall violate this Agreement. The Union retains the right to bargain the effect of any such decision.

8.06 The matters set forth in this Agreement represent a compromise in order to facilitate the resolution of outstanding issues between the parties. All issues relating to pay and benefits are subject to negotiation in accordance with Article 9. Nothing in this agreement shall be construed as establishing any past practices between the parties.

**ARTICLE 9
WEATHER CLOSINGS**

9.01 Whenever the County Board of Commissioners or its designee closes the county non-essential buildings for severe/inclement weather, employees covered by this Agreement will not be required to report to work. The employees will be contacted by their supervisor and/or by the news bulletin on radio stations WLEC, 1450 AM or WCPZ, 103 FM, Sandusky. Employees will be paid for their regularly scheduled hours at their current rate of pay.

**ARTICLE 10
MISCELLANEOUS**

- 10.01 PROBATIONARY PERIOD.** Every newly hired employee, including rehired employees, shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer, and shall continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may be terminated any time during his / her probationary period and shall have no appeal over such removal. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.
- 10.02 PERFORMANCE EVALUATIONS.** The Employer or his designee shall conduct at least two (2) performance evaluations prior to the end of each employee's probationary period to measure the employee's fitness to continue in the position. The first such evaluation shall be conducted in the first half of said employee's probationary period. Should said employee continue in the position after the initial ninety (90) day period, he shall receive an additional evaluation prior to the completion of the probationary period. The employee shall be made aware of his first evaluation with quality and quantity of performance emphasized. Upon completing the initial probationary period, an employee will receive an annual performance evaluation.
- 10.03 BREAK PERIODS.** Each bargaining unit member shall be entitled to a paid period of lunch of no less than one half hour during every eight hour shift worked. The lunch period shall commence at a reasonable time during or close to the mid-point of the employee's shift. The employee shall start the lunch break by leaving his / her work station. Once the employee starts lunch, the employer shall not require the employee to perform any duties until the lunch period has ended.

**ARTICLE 11
DURATION OF AGREEMENT**

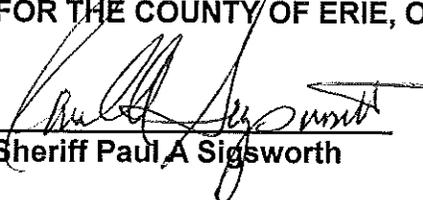
10.01 A. This Agreement shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014, unless otherwise terminated as provided herein.

B. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

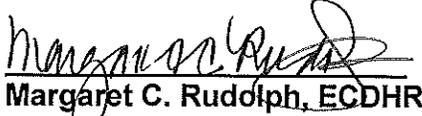
SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio,
this 2nd day of August 2012.

FOR THE COUNTY OF ERIE, OHIO



Sheriff Paul A Sigsworth

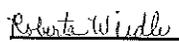


Margaret C. Rudolph, ECDHR

FOR THE LABOR COUNCIL



Chuck Choate,
FOP-OLC Representative



Roberta Wiedle

APPROVED AS TO FORM:



Kevin J. Baxter, Erie County Prosecutor
By: Sandy J. Rubino
Chief Assistant Prosecuting Attorney

Appendix A: Hospitalization Plan

ERIE COUNTY BOARD OF COMMISSIONERS

TIER I

2012 - Single: \$39/mo Family: \$105/mo

2013: TBD

2014: TBD



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Older Aged Child	(Up to age 28 w/add'l premium cost; contact HR for details)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints (except Organ Transplants)	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$500 / \$1,000	\$500 / \$1,000
Coinsurance	80%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,050/\$1,850	\$2,100 / \$3,700
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Urgent Care Office Visit ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Surgical Services in Physician' Office	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services – Allergy Testing and Treatment	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services- Injections, Biofeedback, Dialysis and Interpretations of Diagnostic Tests ²	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Physician Office Services – Cardiac Rehabilitation, Chemotherapy, Infusion Therapy, Radiation Therapy and Respiratory Therapy	80% after deductible	70% after deductible
All Immunizations	80% after deductible	70% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	
Routine Physical Exam, Routine Lab, X-Ray and Diagnostic Tests (Routine Physical Exam limited to one per benefit period)	100%	100%
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 21)	100%	100%
Routine Mammogram and Routine Exam/Office Visit associated with Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test & Routine Exam/Office Visit with Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Hearing Test	\$20 copay, then 80% after deductible	\$20 copay, then 70% after deductible
Outpatient Services		
Surgical Services (Other than a Physician's Office)	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Physical and Occupational Therapy (Professional limited to 10 visits, then subject to Medical Review)	Professional-80% after deductible; Facility- 80% after deductible	Professional 70% after deductible; Facility- 70% after deductible
Chiropractic Therapy (Limited to 12 visits period)	80% after deductible	70% after deductible

Benefits	Network	Non-Network
Speech Therapy	Professional-80% after deductible; Facility- 80% after deductible	Professional 70% after deductible; Facility- 70% after deductible
Outpatient Services		
Cardiac Rehab (Other than Physician's Office)	80% after deductible	70% after deductible
Emergency use of an Emergency Room ⁴	\$50 copay, then 100%	
Non-Emergency use of an Emergency Room ⁵	\$50 copay, then 80% after deductible	\$50 copay, then 70% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	70% after deductible
Diagnostic Services	80% after deductible	70% after deductible
Maternity	80% after deductible	70% after deductible
Skilled Nursing Facility (90 days per benefit period)	80% after deductible	70% after deductible
Organ Transplants	80% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments (Other than a Physician's Office)	80% after deductible	70% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	70% after deductible
Home Healthcare	80% after deductible	70% after deductible
Hospice	80% after deductible	70% after deductible
Private Duty Nursing	80% after deductible	70% after deductible
TMJ Services (\$1,000 per benefit period)	Benefits based on services rendered	Benefits based on services rendered
Refractive Eye Surgery (Professional services limited to a \$500 lifetime maximum)	100%, (no deductible)	100%, (no deductible)
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug Services (Caremark)	\$ 5 / \$ 15 / \$ 30 \$ 10 / \$ 30 / \$ 60	
Retail – 30 Day Supply		
Mail Order – 90 Day Supply		

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network. Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies. ²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**ERIE COUNTY BOARD OF COMMISSIONERS
TIER II
2012 - Single: \$35/mo Family: \$65/mo
2013: TBD 2014: TBD**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age	26; Removal upon End of Month	
Older Aged Child	(Up to age 28 w/add'l premium cost; contact HR for details)	
Pre-Existing Condition Waiting Period	None	
Blood Pint Deductible	0 pints (except Organ Transplants)	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$750 / \$1,500	\$1500 / \$3,000
Coinsurance	80%	60%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,500/\$3,000	\$3,000 / \$6,000
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Urgent Care Office Visit ²	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Surgical Services in Physician' Office	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services – Allergy Testing and Treatment	\$25 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services- Injections, Biofeedback, Dialysis and Interpretations of Diagnostic Tests ²	\$20 copay, then 80% after deductible	\$35 copay, then 60% after deductible
Physician Office Services – Cardiac Rehabilitation, Chemotherapy, Infusion Therapy, Radiation Therapy and Respiratory Therapy	80% after deductible	60% after deductible
All Immunizations	80% after deductible	60% after deductible
Administration of H1N1	100%	
Preventive Services		
Preventive Services, in accordance with state and federal law³	100%	
Routine Physical Exam, Routine Lab, X-Ray and Diagnostic Tests (Routine Physical Exam limited to one per benefit period)	100%	60% after deductible
Well Child Care Services including Exam, Laboratory Tests and Immunizations (To age 21)	100%	60% after deductible
Routine Mammogram and Routine Exam/Office Visit associated with Routine Mammogram (One per benefit period)	100%	60% after deductible
Routine Pap Test & Routine Exam/Office Visit with Routine Pap Test (One per benefit period)	100%	60% after deductible
Routine Hearing Test	\$25 copay, then 80% after deductible	\$35 copay, then 70% after deductible
Outpatient Services		
Surgical Services (Other than a Physician's Office)	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Physical and Occupational Therapy (Professional limited to 10 visits, then subject to Medical Review)	Professional-80% after deductible; Facility- 80% after deductible	Professional 60% after deductible; Facility- 60% after deductible
Chiropractic Therapy (Limited to 12 visits period)	80% after deductible	60% after deductible
Speech Therapy	Professional-80% after deductible; Facility- 80% after deductible	Professional 60% after deductible; Facility- 60% after deductible

Benefits	Network	Non-Network
Outpatient Services		
Cardiac Rehabilitation (Other than a Physician's Office)	80% after deductible	60% after deductible
Emergency use of an Emergency Room ⁴	\$75 copay, then 100%	
Non-Emergency use of an Emergency Room ⁵	\$75 copay, then 80% after deductible	\$75 copay, then 60% after deductible
Inpatient Facility		
Semi-Private Room and Board	80% after deductible	60% after deductible
Diagnostic Services	80% after deductible	60% after deductible
Maternity	80% after deductible	60% after deductible
Skilled Nursing Facility (90 days per benefit period)	80% after deductible	60% after deductible
Organ Transplants	80% after deductible	60% after deductible
Additional Services		
Allergy Testing and Treatments (Other than a Physician's Office)	80% after deductible	60% after deductible
Ambulance	80% after deductible	80% after deductible
Durable Medical Equipment	80% after deductible	60% after deductible
Home Healthcare	80% after deductible	60% after deductible
Hospice	80% after deductible	60% after deductible
Private Duty Nursing	80% after deductible	60% after deductible
TMJ Services (\$1,000 per benefit period)	Benefits based on services rendered	Benefits based on services rendered
Refractive Eye Surgery (Professional services limited to a \$500 lifetime maximum)	100%, (no deductible)	100%, (no deductible)
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health and Substance Abuse Services		
Prescription Drug Services (Caremark)		
Retail – 30 day supply	\$ 15 / \$ 40 / \$ 60	
Mail Order – 90 day supply	\$ 30 / \$ 80 / \$ 120	

Note: Deductible expenses incurred for services by a network provider will also apply to the non-network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies. ²The office visit copay applies to the cost of the office visit only.

³Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act.

⁴Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.

⁵Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



Erie County Board of Commissioners
Tier III SuperMed Plus HSA
2012 Employer Contribution:
Single= \$400 Family = \$ 800
2012 Employer Match:
Single = \$ 420 Family = \$ 780
2013 & 2014 = TBD



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	26; Removal upon End of Birthday Month (Dependents may be covered up to age 28; contact HR for details)	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period	None	
Lifetime Maximum	None	
Benefit Period Deductible – Single/Family ¹	\$2,000 / \$4,000	\$4,000 / \$8,000
Coinsurance	100%	80%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	None	\$4,000 / \$8,000
Physician/Office Services		
Office Visit (Illness/Injury)	100% after deductible	80% after deductible
Urgent Care Office Visit	100% after deductible	80% after deductible
Surgical Services in Physicians Office	100% after deductible	80% after deductible
Diagnostic Services in Physicians Office	100% after deductible	80% after deductible
All Immunizations	100%	80% after deductible
Allergy Testing and Treatments	100% after deductible	80% after deductible
Preventative Services		
Routine Physical Exams	100%	80% after deductible
Well Child Care Services including Exam and All Immunizations (To age 21)	100%	80% after deductible
Well Child Care Laboratory Tests (To age 21)	100%	80% after deductible
Routine Hearing Exams	100%	80% after deductible
Routine Mammogram (One per benefit period)	100%	80% after deductible
Routine Pap Test (One per benefit period)	100%	80% after deductible
Routine Bone Density	100%	80% after deductible
Routine PSA	100%	80% after deductible
Routine Colorectal Cancer Exam	100%	80% after deductible
Routine Laboratory, X-ray and Medical Tests (Age 21 and older)	100%	80% after deductible
Routine Endoscopic Services	100%	80% after deductible
Outpatient Services		
Surgical Services	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Physical Therapy – Professional and Facility	100% after deductible	80% after deductible
Occupational Therapy – Professional and Facility	100% after deductible	80% after deductible
Chiropractic Therapy – Professional Only (12 visits per benefit period)	100% after deductible	80% after deductible
Speech Therapy – Facility and Professional	100% after deductible	80% after deductible
Cardiac Rehabilitation	100% after deductible	80% after deductible
Emergency use of an Emergency Room	100% after deductible	
Non-Emergency use of an Emergency Room	100% after deductible	80% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	100% after deductible	80% after deductible
Diagnostic Services	100% after deductible	80% after deductible
Maternity	100% after deductible	80% after deductible
Skilled Nursing Facility (Limited to 120 days per benefit period)	100% after deductible	80% after deductible
Additional Services		
Diabetes Education/Training	100%	80% after deductible
Ambulance	100% after deductible	100% after deductible
Durable Medical Equipment including Prosthetic Appliances and Orthotic Devices	100% after deductible	80% after deductible
Home Healthcare	100% after deductible	80% after deductible (120 visits per benefit period)
Hospice	100% after deductible	100% after deductible
Organ Transplants ²	100% after deductible	50% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Outpatient Mental Health and Substance Abuse Services	100% after deductible	80% after deductible
Prescription Drug (Caremark)		
Retail – 30 day Supply	100% after deductible	
Mail Order – 90 day Supply		

Note: Deductible expenses incurred for services by a network provider will also apply to the network deductible. Deductible expenses incurred for services by a non-network provider will also apply to the network deductible.

Non-Contracting and facility other providers will pay the same as non-network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹ Aggregate

² Includes lodging, meals and transportation to and from site of transplant surgery for patient and one companion. If the recipient is a minor, benefits are available for two companions.

³ Failure to present an ID card may result in decreased benefits; Fertility Drugs and Erectile Dysfunction (ED) Drugs are not covered.

APPENDIX B

WAGE RATES

	2012	2013	2014
Base Rate	\$21.41	\$21.41	\$21.41
Starting Rate:	\$ 13.00		
Upon Completion of six (6) months	\$ 15.46		
Upon Completion of one (1) year	\$ 16.49		
Upon Completion of two (2) years	\$ 17.52		
Upon Completion of three (3) years	\$ 20.61		

Wage increases will take effect the beginning of the first pay period that includes January 1st of each calendar year.

Note: Wage increases reflect a 0% wage increase for 2012; a 0% wage increase for 2013 and a 0% wage increase for 2014.