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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HIGHLAND HEIGHTS, OHIO

AND

**THE UNION OF STATE, COUNTY AND MUNICIPAL
WORKERS OF OHIO**

EFFECTIVE:

Upon Execution

THROUGH

December 31, 2015

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ARTICLE I

PREAMBLE

1.01 This Collective Bargaining Agreement (“Agreement”) is hereby entered into by and between the City of Highland Heights, Ohio, (“Employer” or “City”) and the Union of State, County and Municipal Workers of Ohio (“USCMWO” or “Union”).

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Highland Heights, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer’s business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

RECOGNITION

3.01 The employer hereby recognizes the USCMWO as the sole and exclusive representative for negotiating wages, hours and other terms and conditions of employment for a bargaining unit set forth below:

INCLUDED: All full-time Service Department employees in the following classifications: Mechanic/Service A, Mechanic/Service B, Mechanic/Service C, Mechanic/Service D, Serviceman AAA, Serviceman AA, Serviceman A, Serviceman B, Serviceman CC, Serviceman C, Serviceman D.

EXCLUDED: Service Director, Assistant Service Director, all part-time Servicemen, all seasonal Service employees, all other full-time, supervisory, part-time and casual employees of the Employer.

3.02 Whenever the word “employee(s)” is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

ARTICLE IV
MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, or laid off;
- 3) determine the qualifications of employees;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the basis for selection, retention and promotion of employees;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment or both;
- 10) determine work produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer and/or consolidate work processes and facilities;
- 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and

14) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V

NO-STRIKE

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slow down, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slow down, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

5.03 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

5.04 The Employer shall not lock out any employees for the duration of this Agreement.

5.05 In the event of a violation of this Article, the Employer shall have all the rights and remedies as are afforded it by virtue of the laws of the State of Ohio.

ARTICLE VI
NONDISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex or handicap.

6.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VII
DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

7.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

7.03 The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

7.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Union within thirty (30) days from the date of making said deductions.

7.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VIII
EMPLOYEE RIGHTS

8.01 An employee has the right to the presence and advice of a Union representative and/or Union attorney at all disciplinary hearings where the employee is to be the subject of a disciplinary action.

8.02 Before an employee may be charged with any violation of the Rules and Regulations for a refusal to answer questions or participate in an investigation, he shall be advised that his refusal to answer such questions or participate in an investigation may be the basis of such a charge and result in disciplinary action.

8.03 An employee may request an opportunity to review his personnel file during normal hours. A request for copies of items included in the file, at the employee's cost, shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition.

8.04 Questioning or interviewing of an employee in the course of an internal investigation will be conducted at reasonable times with consideration for the employee's work shift, unless operational necessities require otherwise.

8.05 If an employee to be questioned is, at that time, a witness and not under investigation, he shall be so advised of such status.

ARTICLE IX
UNION REPRESENTATION

9.01 The parties recognize that it may be necessary for an employee representative of the Union to act in the capacity of representative for the purposes of administering this Agreement. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before performing such representation pursuant to this section, the representative must obtain prior approval from the Service Director or designee. The employee shall suffer no loss in pay for such time spent in the good faith processing of grievances, and at any grievance meetings at which the Employee requests a representative to be present.

ARTICLE X
SICK LEAVE

10.01 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) illness, injury or death in the employee's immediate family.

10.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hour base pay period paid and may accumulate such sick leave to an unlimited amount.

10.03 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.

10.04 Sick leave may be used in segments of not less than one (1) hour.

10.05 Before an absence may be charged against accumulated sick leave, the Service Director or designee 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) work days must supply a physician's report to be eligible for paid sick leave, if requested by the Service Director.

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

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

10.08 The Service Director or the designee 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.

10.09 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, step-children, parents and step-parents. 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, step-parents, spouse, child, step-child, brother, step-brother, sister, step-sister, parents-in-law, grandparents, brother-in-law and sister-in-law.

10.10 An employee who has accumulated a total of nine hundred sixty (960) hours in unused sick time as of January 1 of a given year is eligible to turn in up to 120 hours of sick leave earned but not used in the current year. An employee will receive a cash payment equal to seventy five percent (75%) of his hourly rate at the time the leave is turned in. Such hours turned in will not be accumulated, but shall be taken off the books. Such hours shall be turned in by January 15th of the succeeding year and shall be paid in February of that year.

10.11 Upon the retirement or the death of an employee who has qualified for retirement benefits from the State of Ohio Public Employees Retirement System, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed nine hundred and sixty (960) hours.

10.12 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

10.13 An employee who does not use any sick leave during a quarter of the calendar year shall receive four (4) hours of bonus pay, up to sixteen (16) hours annually. Calculations under this Article shall begin on July 1, 2010. For the first two quarters of 2010, any employee who did not use sick leave during the quarter shall receive three (3) hours of bonus pay. The bonus shall be paid annually by the second period following the calendar year it was earned. Use of personal sick leave shall not be counted as use of sick time for purposes of this paragraph.

ARTICLE XI

VACATIONS

11.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

<u>Length of Continuous Service</u>	<u>Hours</u>
After one (1) year	80 hours
After five (5) years	120 hours
After twelve (12) years	160 hours
After twenty (20) years	200 hours

11.02 Vacation time shall be taken at a time approved by the Service Director or the designee, after January 1st of each year.

11.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

11.04 Any employee who resigns, is terminated, retires, or is separated from employment by the Employer because of a reduction in force will receive pay for their unused and accrued vacation time. In the case of resignation, they shall give two (2) weeks notice in writing to the Service Director to be eligible for such payment.

11.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Service Director or the designee. Any vacation time that is unused within the year granted shall be deemed forfeited.

11.06 Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer his length of service time for credit towards his vacation time calculation with the Employer. Such prior service credit shall not be awarded or granted until the employee completes his one year probationary period and reaches his first anniversary date.

11.07 If any employee(s) entitled to vacation time is deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased employee would have received.

11.08 All newly hired employees are ineligible for vacation during their first year of employment, as determined by their anniversary dates. However, between their first anniversary of employment and the succeeding January 1, they are eligible for 80 hours of vacation. All employees shall be eligible to receive the next higher level of the vacation set forth in this contract on their respective anniversary dates when they have been employed for the required number of years.

11.09 An employee shall be granted one additional eight (8) hours day of vacation for each year of continuous service after twenty (20) years to a maximum of 240 hours after twenty-five (25) years, as shown in the following schedule:

Twenty-one years	8 hours
Twenty-two years	16 hours
Twenty-three years	24 hours
Twenty-four years	32 hours
Twenty-five years	40 hours

The days granted under this section may only be scheduled after all departmental vacations have been approved and may only be taken when it does not adversely affect the department's operation. In the event that the employee is unable to take the vacation hours granted by this section, the City will pay the employee for the hours in January of the following vacation year, in addition to any hours paid out under Section 11.09 of this Article.

ARTICLE XII

HOLIDAYS

12.01 Effective at the beginning of each calendar year, all full time employees shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day

Labor Day
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day

12.03 If an employee is required to work on one of the holidays set forth in paragraph 12.01, he shall be paid one and one-half (1-1/2) times his regular hourly rate for all hours worked.

ARTICLE XIII

PERSONAL LEAVE

13.01 All employees shall in addition to all other leave benefits, be granted sixteen (16) free personal leave hours and up to thirty-two (32) personal sick leave hours which are to be deducted from the employee's sick leave accumulation, if used each calendar year which are to be taken within the year earned.

13.02 Personal days shall only be taken with advance approval of the Service Director or the designee.

13.03 The unused free personal days shall be added to the employee's sick leave accumulation.

ARTICLE XIV

JURY DUTY LEAVE

14.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

ARTICLE XV
FUNERAL LEAVE

15.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purpose of attending a funeral of a member of the employee’s immediate family. The employee shall be entitled to a maximum of three (3) consecutive work days for each death in his immediate family. For purposes of this Article, “immediate family” shall be defined as to only include the employee’s spouse, children, step-children, siblings, step-siblings, parents-in-law, step-parents and parents. In addition to the foregoing, an employee shall be entitled to two (2) workdays for each death involving the employee’s grandparents.

ARTICLE XVI
INJURY LEAVE

16.01 When an employee is injured in the line of duty, while actually working for the Employer, he shall be eligible for paid leave not to exceed ninety (90) calendar days. An employee is not eligible for injury leave for any injury requiring seven (7) or fewer calendar days of leave. Any employee who is granted injury leave shall be construed as being on wage continuation for purposes of workers’ compensation.

16.02 The Employer shall have the right to require that the employee be examined by a physician appointed by the Employer who shall certify that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician’s opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

16.03 Injury leave shall terminate no later than ninety (90) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

- A. When the employee is released by his physician to return to work; or

- B. At such time that the member is declared capable of performing his normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, and limited work assignments are available, the employee will immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties will be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal, unlimited duties. Such limited assignments shall not extend the ninety (90) day maximum leave provided for in this section.

16.04 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, solely at the Mayor's and Service Director's discretion, be extended for additional ninety (90) calendar day periods or parts thereof.

ARTICLE XVII

HOURS OF WORK AND OVERTIME

17.01 The normal work schedule for full-time employees will be eight (8) work hours per day, Monday – Friday, from 6:00 a.m. through 5:00 p.m. The Employer further reserves the right to modify the schedule or to implement additional shifts at its discretion to provide required City services.

17.02 Employees will be granted a one-half (1/2) hour unpaid meal period taken near the middle of the employees work shift. In lieu of paid breaks, employees will be permitted to extend their meal period to one hour (i.e., 30 minutes unpaid meal break and 30 minutes paid meal break). The Director or designee reserves the right to modify meal period times based upon

operational needs. Employees who may work more than eight (8) hours in a shift, will be granted an additional fifteen (15) minute paid meal/break period for each four (4) hours worked.

17.03 All employees, for work actually performed in excess of forty (40) hours per week, when approved of by the Service Director or the designee, shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate. Holidays, sick leave, personal sick days, compensatory time, vacation time and the free personal days shall be considered time actually worked. Funeral leave shall not be considered time worked. The Employer shall determine work schedules, work shifts and the full-time hours of work. The workday shall consist of a 30-minute unpaid lunch to be taken near the middle of the employee's work shift.

17.04 When approved by the Service Director or the designee, employees called in to work when the employee is not on duty, shall be compensated not less than two (2) hours. Continuous or contiguous time prior to an employee's work shift renders the employee ineligible for call back minimums. "Continuous" or "contiguous" time as defined herein shall mean an employee being called or required to come to work 60-minutes or less prior to the start of the normal shift.

17.05 Employees shall at their election be able to accrue compensatory time at one and one-half (1-1/2) the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred sixty (160) hours. In the event an employee works overtime when his "comp-time bank" is at one hundred sixty (160) hours, he shall be paid cash for such overtime. All hours over one hundred twenty (120) in the employee's comp bank as of December 31st, of each year, shall be paid in cash to the employee in the January of the succeeding year at the prior year's rate of pay at which it was earned.

17.06 An employee traveling to approved assignments, including approved training activity outside of Cuyahoga County more than thirty (30) miles from the Highland Heights Service Department, will be paid from the employee's home to the destination and back. The employee may be required, at the discretion of the Service Director, to report to the department before

traveling to the assigned training and/or after the assigned training. In such case, the employee will be paid only from the time reporting to the Department to his/her return to the Department.

ARTICLE XVIII
EDUCATIONAL PAY AND REIMBURSEMENT

18.01 Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- 1) they are related to the employee's job;
- 2) the taking of the course(s) has been approved of in advance by the Service Director and the Mayor.
- 3) the employee obtains a grade of "C" or better; and
- 4) the grade received and receipt for the tuition are submitted to the Finance Director.
- 5) The amount of tuition to be paid by the City shall be limited to the amount of the then current per credit hour cost charged by the institution the employee attends not to exceed the rate charged by Cleveland State University.

ARTICLE XIX
UNIFORM ALLOWANCE

19.01 All employees shall receive, at the Employer's expense, City t-shirts or other uniforms, or rental uniforms at the discretion of the Employer. Employees who are provided uniforms are required to wear such uniforms while on duty. All uniforms purchased shall be surrendered to the Employer if the employee fails to complete the probationary period or when he is separated from employment.

ARTICLE XX
INSURANCE

20.01 Upon commencement of employment, all full-time employees of the municipality shall be entitled to personal health care coverage and benefits and family health care coverage and benefits, where applicable. The Employer will pay one hundred percent (100%) of the premium. Health care coverage and benefits include existing health, dental, prescription and hospitalization coverage and benefits. The Employer reserves the right to change providers or insurers as long as the benefits are comparable to coverage as outlined in Exhibit A.

Effective January 1, 2013, employees shall be responsible for a \$750 deductible for single coverage and a \$1500 deductible for family coverage. Effective January 1, 2015, employees shall be responsible for a \$1000 deductible for single coverage and a \$2000 deductible for family coverage. The Employer's funding for the HSA will occur before January 31st each year. The Employer may also implement a co-insurance as part of the health insurance plan. However, the Employer shall reimburse bargaining unit employees each year of the Agreement so that such members will have a net zero cost for co-insurance. The parties will develop procedures for such reimbursement herein within thirty (30) days of execution.

20.02 The Employer will provide and pay the full premium on a Twenty-Five Thousand Dollar (\$25,000.00) life insurance policy for all full-time employees. Effective as soon as practical after execution of this Agreement, full-time employees will be provided a Fifty Thousand Dollars (\$50,000) life insurance policy.

20.03 An employee eligible for family coverage who decides not to use the health insurance coverage provided by the City will be paid Three Hundred Dollars (\$300.00) per month; an employee eligible for single coverage who decides not to use the health insurance coverage provided by the City will be paid One Hundred Dollars (\$100.00) per month. The amount will be paid in the final paycheck of the month. No payment can be made under this section until the employee provides proof to the Finance Director that he is covered under another health

insurance policy. In the event the employee wishes to reenroll in the City's insurance, he must wait for open enrollment or notify the City of a COBRA event.

20.04 The Union may elect one of its members from each bargaining unit as a participant in a Health Care Committee to be established by the City to discuss issues related to the health insurance to be provided by the City. The Committee shall consist of one (1) member of each of the bargaining units of the City, one (1) member of the Mayor's office, and up to two (2) additional designees of the Mayor. The purpose of the Committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current and/or proposed coverage. The Committee may discuss, and by majority agreement, issue recommendations regarding changes in health care providers or insurers or modification to existing level of benefits for the following year. However, the Committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee on such shall not be binding upon the parties. Any changes in health care benefits continue to be subject to good-faith bargaining and agreement by the parties; however, the City retains the right to change providers or insurers as long as the benefits are comparable to coverage outlined in Addendum A, per Section 20.01.

The Committee shall meet at least once annually before August 1 to address any issues with the health care plan and once after bids for a change in health insurance has been received. Either the City or any member of the Committee may request an additional meeting at any time.

20.05 Each employee enrolled in the employer's health insurance plan, will be permitted to make contributions to a Flexible Spending Account to be administered by a third party provider, if applicable.

20.06 The following shall apply to the funding of HSAs.

- a. If an employee joins the Employer's health care plan after January 1 and the plan deductible exceeds the deductible set forth under Addendum A, the Employer's contribution to the employee's HSA will be prorated based upon the months of employment remaining in the health insurance policy year.

- b. If an employee has been advanced HSA funding in any calendar year, is separated from employment during the calendar year prior to December 1 (except for lay-off or reduction in force), and has money remaining in the HSA (i.e., has not exhausted the HSA funding prior to separation), any remaining amounts in the HSA shall remain in the employee's possession and control except that the employee shall reimburse the Employer the remaining HSA funding on a prorata basis through a withholding of the appropriate amount from the employee's final pay check.
- c. If an employee switches from single to family coverage during the year, the Employer will provide additional funding to the employee's HSA to the family plan amount within ten (10) days of the plan change, with the additional funding amount being calculated on a prorata basis. Conversely, if an employee switches from family to single coverage during the year, the Employer may require the employee to reimburse the Employer the difference in the family and single funding by a proportionate reduction in pay from the employee's remaining pay checks for the year, with the amount being calculated on a prorata basis.

ARTICLE XXI
RATES OF PAY

21.01 Effective January 1, 2013, all employees shall be paid an hourly wage rate in accordance with the following schedule:

<u>JOB TITLE</u>	<u>HOURLY RATE</u>
Mechanic/Serviceman A	\$32.46
Mechanic/Serviceman B	\$30.93
Mechanic/Serviceman C	\$29.36
Mechanic/Serviceman D	\$27.83
Serviceman AAA	\$31.14
Serviceman AA	\$30.63
Serviceman A	\$30.09
Serviceman B	\$27.33
Serviceman CC	\$24.51
Serviceman C	\$21.71
Serviceman D	\$18.29

21.02 Effective January 1, 2014, all employees shall be paid an hourly wage rate in accordance with the following schedule:

<u>JOB TITLE</u>	<u>HOURLY RATE</u>
Mechanic/Service A	\$33.11
Mechanic/Service B	\$31.55
Mechanic/Service C	\$29.95
Mechanic/Service D	\$28.39
Service AAA	\$31.76
Service AA	\$31.24
Service A	\$30.69
Service B	\$27.88
Service CC	\$25.00
Service C	\$22.14
Service D	\$18.66

21.03 Effective January 1, 2015, all employees shall be paid an hourly wage rate in accordance with the following schedule:

<u>JOB TITLE</u>	<u>HOURLY RATE</u>
Mechanic/Service A	\$33.94
Mechanic/Service B	\$32.34
Mechanic/Service C	\$30.70
Mechanic/Service D	\$29.10
Service AAA	\$32.55
Service AA	\$32.02
Service A	\$31.46
Service B	\$28.58
Service CC	\$25.63
Service C	\$22.69
Service D	\$19.13

21.04 Each year of the Agreement, in the event the employer hires a new employee, such new employees shall receive 75% of the above work rates during their one year probationary period as a probationary rate of pay.

21.05 The Longevity set forth in Article XXII, Section 22.01 shall be increased each year of the Agreement by the same percentage as the base wage.

ARTICLE XXII
LONGEVITY

22.01 All employees shall receive longevity payments for continuous full-time employment in accordance with the following schedule:

	<u>2013</u>	<u>2014</u>	<u>2015</u>
After 5 years	\$0.63/hour	\$0.64/hour	\$0.66/hour
After 10 years	\$0.90/hour	\$0.92/hour	\$0.94/hour
After 15 years	\$1.19/hour	\$1.21/hour	\$1.24/hour
After 20 years	\$1.43/hour	\$1.46/hour	\$1.50/hour

22.02 The longevity amount shall be paid hourly on the employee's biweekly pay as to the number of hours of pay due to the employee.

ARTICLE XXIII
MISCELLANEOUS

23.01 In any instance where the Employer requires an employee to submit to a medical examination, the Employer shall pay the cost of the examination.

23.02 Paychecks will be issued every other Friday. The employee may request the direct deposit of paychecks at their option.

23.03 The Employer shall provide the Union with one (1) bulletin board which will be located in the Service Department. The Union shall be responsible for the care, maintenance and replacement of the bulletin board. The Employer shall have the right to remove any material not in conformance with paragraph 23.04, below.

23.04 No notices, memoranda, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), or controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of each such material to the Employer prior to the posting of such material.

23.05 Employees are subject to the City's Human Performance Evaluations (HPE) procedures and process.

23.06 In the event that an employee, at the specific direction of the Service Director, uses his personal automobile for City business in the interest of the City, he shall be reimbursed for mileage at the IRS rate then in effect. In addition, when trips are taken in the interest of the City, an employee shall be reimbursed for such necessary travel expenses, as approved by the Service Director. Reimbursement for mileage and other necessary travel expenses will be paid upon presentation of appropriate receipts to the Service Director and the Finance Director.

23.07 The Union may request to use the Employer facilities for meetings with the employees to discuss Union concerns and matters. The Union must obtain prior approval for use of such facilities. Such use of facilities may only be during non-working hours and such use may not cause any disruption to the Employer or Service Department.

23.08 The parties agree to a labor-management meeting at least one time annually, or as otherwise necessary and agreed to by the parties. The purpose of the meeting is to discuss concerns of the Union or the Employer relating to working conditions. The parties will not use the meeting as a forum to modify contractual terms and conditions of employment.

23.09 The Employer shall reimburse the full-time Service Department employees required to maintain a CDL for the renewal cost of their license. Reimbursement shall be limited to the

actual renewal fee charged by the State of Ohio. Employees shall present CDL licensure payments to the Finance Department for reimbursement.

23.10 The Employer shall reimburse any mechanic up to One Hundred Dollars (\$100.00) annually for broken personal tools. The mechanic must show proof of the broken personal tool and receipt of replacement in order to be eligible for reimbursement under this provision.

ARTICLE XXIV

HEADINGS

24.01 It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXV

GENDER AND PLURAL

25.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXVI

OBLIGATION TO NEGOTIATE

26.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective

bargaining/negotiations, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

26.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXVII

TOTAL AGREEMENT

27.01 This Agreement represents the entire agreement between the Employer and the Union, and unless specifically expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXVIII

CONFORMITY TO LAW

28.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws in accordance with Chapter 4117 O.R.C., and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

28.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or

unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XXIX
CORRECTIVE ACTION

29.01 No employee shall be suspended, fined, removed, or reduced in pay or position, or disciplined in any manner except for just cause.

29.02 Discipline will normally be applied in a corrective, progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the Employee's record of performance and conduct.

29.03 Whenever the Employer and/or his designee determines that there may be cause for an Employee to be suspended, reduced, fined or discharged, a pre-disciplinary conference will be scheduled to give the Employee the opportunity to offer an explanation of the alleged conduct. The affected Employee(s) may elect to have a representative of the Union and/or a Union attorney present at any such pre-disciplinary conference.

The pre-disciplinary conference procedure shall be conducted with the following rules:

1. The Employee shall be provided with a written notice advising him of the nature of the charges and the date, time and location of the hearing. Such notice shall be given to the Employee at least forty-eight (48) hours prior to the time of the hearing.
2. The hearing shall be conducted by the Service Director.
3. Within ten (10) calendar days after the hearing, the Service Director shall provide the Employee a written statement affirming or disaffirming the charges based on

the relative strength of the evidence given at the hearing by the Employee and the Employer.

29.04 An Employee who is disciplined may appeal the discipline through the grievance and civil service procedure in this Agreement.

29.05 Prior to the scheduled time of the conference, the Employee may waive his/her right to such a conference by signing the “Waiver of Pre-Disciplinary Conference” form.

29.06 A non-probationary Employee who is disciplined shall be given written notice regarding the reason(s) for the disciplinary action. The notification shall inform the Employee of the right to confer with a representative of the Union.

ARTICLE XXX

DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES’ PENSION CONTRIBUTIONS

30.01 The total amount of PERS deduction in any pay period shall be deducted from the gross amount of pay for that period before Federal and State withholding taxes are calculated and deducted.

30.02 The amounts of PERS deductions withheld and remitted to the PERS under this provision shall become taxable to the employee for Federal and State income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or a refund.

30.03 The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the Federal tax treatment of the provisions of this Plan and making application to the aforesaid Pension Fund.

30.04 Subject to any requirements imposed by the Internal Revenue Service and PERS, the provisions of this Article shall apply to all payroll payments made by the City to said employees after proper and full approval has been procured.

ARTICLE XXXI
GRIEVANCE PROCEDURE

31.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

31.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A “grievance” shall be defined as a dispute arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning the disciplining of an employee including discharge.
- b) Aggrieved Party - The “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.
- c) Party in Interest - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

31.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement relevant to the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his Union representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.

- f) The Grievance Procedure constitutes the sole and exclusive remedy available to employees regarding a dispute arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning the discipline of an employee including discharge.
- g) The time limits provided herein will be strictly adhered to, and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

31.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1

An employee who believes he may have a grievance shall notify the supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Employer will schedule an informal meeting with the employee and his director, if requested, within five (5) days of the date of the notice by the employee. The supervisor and the employee will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the meeting.

Step 2

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Service Director within five (5) days from the date of the rendering of the decision at Step 1. The Service Director shall convene

a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Service Director shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within fifteen (15) days from the date of the meeting.

Step 3

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issued a written decision to the employee's representative with a copy to the employee, if the employee requests one within fifteen (15) days from the date of the meeting. The Mayor's decision shall be final and binding. If the aggrieved party is not satisfied with the decision at Step 3, regarding disciplinary actions set forth herein, he may proceed pursuant to the Highland Heights Civil Service Commission rules and regulations for disciplinary appeals only when such disciplinary actions are greater than a three (3) day suspension or fine.

ARTICLE XXXII

CIVIL SERVICE COMMISSION PROCEDURE

32.01 In the event a disciplinary grievance involving a suspension or fine of greater than three (3) days is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the disciplinary grievance to the Civil Service Commission.

32.02 The hearing or hearings shall be conducted pursuant to the “Rules of the Highland Heights Civil Service Commission.”

32.03 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Civil Service Commission procedures herein contained.

ARTICLE XXXIII

SENIORITY

33.01 Seniority. Unless otherwise provided herein, where “seniority” is referenced in this agreement, it means accumulated, continuous full-time service as an employee with the City of Highland Heights in a position set forth in the Recognition Clause of this Agreement.

33.02 A seniority roster shall be established showing each employee’s length of service in the department. The City shall update the roster and provide a copy to the Union in January of each year.

33.03 Length of continuous service is broken by:

- A. A voluntary termination (resignation);
- B. Discharge for cause;
- C. Failure to return to work after layoff within seven (7) days after notification to return by registered mail addressed to the employee’s last address on City records, unless unable to return due to illness or disability or unless such time is extended by the City.
- D. Failure to report for work for more than three (3) workdays without having given the City notice of this absence prior to or during the three (3) day period will result in a break in continuous service unless the City determines a justification exists for the failure to give such notice.

ARTICLE XXXIV
REDUCTION IN FORCE & RECALL

34.01 It is the intent that work force reductions shall be governed by this Agreement except that all layoff and/or job abolishments shall be for one of the reasons stated in O.R.C. §124.321. Under this Agreement there are two classification series being Serviceman and Serviceman/Mechanic which shall have displacement rights under this Agreement only within the classification series.

34.02 The Employer shall provide the affected bargaining unit employee(s) with a written notice of layoff or abolishment at least fourteen (14) days in advance of the layoff date. During this 14-day time frame, the Union may request a labor-management meeting to discuss potential cost savings measures.

34.03 In the event the Employer designates the job reduction in force as a “layoff,” the last person hired in the classification series will be the first to be laid off. In the event the Employer designates the reduction as a “job abolishment” of a classification or reduces the number of positions within a classification, the employee “abolished” shall have displacement or bumping rights only within his classification series and may displace an employee in the same or lower classification provided he has more seniority than the employee he is displacing or bumping.

34.04 When the City determines that a layoff is necessary for the reasons described in Section 34.01, first seasonal, then regular part-time employees over four (4) employed by the City in the Service Department, and then probationary, full-time employees in the Service Department shall be laid off in order of seniority by classification. The Employer, at its discretion, may retain non-bargaining unit part-time employees who have been designated as part-time up to four (4) regardless of any layoff of full-time employees. Any part-time employees over four (4) would be laid off prior to full-time employees. Further, the Employer will offer full-time employees the option to revert to part-time status in lieu of layoffs. A serviceman employee subject to layoff that possesses seniority shall displace the full-time

employee with the lowest seniority in an equal or lower classification. Mechanics have bumping rights only against other mechanics, if any.

34.05 Employees who have been laid off, or have by virtue of exercising their displacement rights been displaced to a lower classification in their classification, shall be placed on appropriate layoff lists. Those employees with the most seniority in each category of order of layoff shall be placed at the top of the layoff list, which will list employees ranked in descending total retention order. Laid off employees will be placed on layoff lists for each classification in the classification series equal to or lower than the classification in which the employee was employed at the time of layoff.

34.06 A union member who is laid off retains reinstatement rights for two (2) years from the date of layoff. During this two year period, the City shall not promote a full-time employee into a position with that classification until all laid-off persons on a layoff list for that classification who are qualified to perform the duties of the position are reinstated or decline the position when it is offered. Further, during the recall period, the Employer will not hire more than four (4) regular part-time employees without offering laid-off full-time employees recall and reinstatement to their full-time employment positions. Once laid off employees are recalled or decline full-time employment upon being recalled, the Employer may retain more than four (4) part-time employees.

ARTICLE XXXV

CONDITIONS OF EMPLOYMENT

35.01 All employees of the bargaining unit, except those employees classified as a Serviceman D, shall, as a condition of employment, be required to have and maintain their Commercial Drivers License (CDL) and Department of Transportation (DOT) medical cards. Employees who maintain their CDL and DOT medical cards shall receive an additional bonus of Six Hundred Dollars (\$600.00) annually. This amount shall be divided and paid by separate checks at the time of first paycheck in June and December each year. In order to qualify for the

bonus, the employee must be employed and in active pay status when the bonus is paid. In the event an employee fails to maintain the required CDL and DOT medical card, the employee is subject to discharge, or at the Employer's sole discretion, a reduction to a Serviceman D classification. Any discharge or reduction in position shall not be grievable or appealable to the Civil Service Commission.

35.02 The Employer shall reimburse all employees up to \$60 every two years for DOT physicals. This reimbursement will be for employees who have their physicals performed at Concentra or at their personal physicians if they are certified to perform DOT physicals as approved by the Employer.

ARTICLE XXXVI

DURATION

36.01 This Agreement shall become effective upon execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until Midnight, December 31, 2015.

ARTICLE XXXVII

EXECUTION

37.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 19th day of SEPTEMBER, 2013.

FOR THE UNION:
Union of State, County and Municipal
Workers of Ohio

FOR THE EMPLOYER:
City of Highland Heights, Ohio



David Soros Brian Harrison



Scott Coleman, Mayor

APPROVED AS TO CONTENT



Timothy G. Paluf, Director of Law

PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

PLAN FEATURES	PREFERRED CARE	NON-PREFERRED CARE
Deductible (per calendar year)	\$2,500 Individual \$5,000 Family	\$5,000 Individual \$10,000 Family
<p>Unless otherwise indicated, the Deductible must be met prior to benefits being payable. Member cost sharing for certain services, as indicated in the plan, are excluded from charges to meet the Deductible. All covered expenses accumulate separately toward the preferred and non-preferred Deductible. Once the Family Deductible is met, all family members will be considered as having met their Deductible for the remainder of the calendar year. No one family member may contribute more than the Individual Deductible amount to the Family Deductible.</p>		
Plan Coinsurance (applies to all expenses unless otherwise stated)	80%	50%
Out-of-Pocket Maximum (per calendar year, includes deductible)	\$4,000 Individual \$8,000 Family	\$8,000 Individual \$16,000 Family
<p>All covered expenses accumulate separately toward the preferred and non-preferred Out-of-Pocket Maximum. Once the Family Out-of-Pocket Maximum is met, all family members will be considered as having met their Out-of-Pocket Maximum for the remainder of the calendar year. No one family member may contribute more than the Individual Out-of-Pocket Maximum amount to the Family Out-of-Pocket Maximum. Only those out-of-pocket expenses resulting from the application of coinsurance percentage, copays and deductibles (except any penalty amounts) may be used to satisfy the Out-of-Pocket Maximum.</p>		
Lifetime Maximum (per member lifetime, Preferred and Non-Preferred combined)	Unlimited	Unlimited
Payment for Non-Preferred Care	Not Applicable	Professional: 105% of Medicare Facility: 140% of Medicare
Primary Care Physician Selection	Not Applicable	Not Applicable
<p>Certification Requirements Certification for certain types of Non-Preferred care must be obtained to avoid a reduction in benefits paid for that care. Certification for Hospital Admissions, Treatment Facility Admissions, Convalescent Facility Admissions, Home Health Care, and Hospice Care is required. Benefits will be reduced by \$400 per occurrence if Certification is not obtained.</p>		
Referral Requirement	None	None
PHYSICIAN SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Office Visits to Non-Specialist Includes services of an internist, general physician, family practitioner or pediatrician for routine care as well as diagnosis and treatment of an illness or injury and in-office surgery	80%, after deductible	50%, after deductible
Specialist Office Visits	80%, after deductible	50%, after deductible
Pre-Natal Maternity	\$0 copay; deductible waived	50%, after deductible
Maternity - Delivery and Post-Partum Care	80%, after deductible	50%, after deductible
E-visit to PCP	80%, after deductible	50%, after deductible
<p>An E-visit is an online internet consultation between a physician and an established patient about a non-emergency healthcare matter. This visit must be conducted through an Aetna authorized internet E-visit service vendor.</p>		
E-visit to Specialist	80%, after deductible	50%, after deductible
<p>An E-visit is an online internet consultation between a physician and an established patient about a non-emergency healthcare matter. This visit must be conducted through an Aetna authorized internet E-visit service vendor.</p>		
Walk-in Clinics	80%, after deductible	50%, after deductible
<p>Walk-in Clinics are network, free-standing health care facilities. They are an alternative to a physician's office visit for treatment of unscheduled, non-emergency illnesses and injuries and the administration of certain immunizations. It is not an alternative for emergency room services or the ongoing care provided by a physician. Neither an emergency room, nor the</p>		
Maternity OB Visits	80% after deductible	50%, after deductible
Allergy Testing (given by a physician)	80%, after deductible	50%, after deductible
Allergy Injections (not given by a physician)	80% after deductible	50%, after deductible

PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

PREVENTIVE CARE	PREFERRED CARE	NON-PREFERRED CARE
Routine Adult Physical Exams/ Immunizations 1 exam every 12 months. Includes Immunizations Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
Well Baby/Well Child Exams/Immunizations -7 exams in first 12 mos. of life, 3 in the second 12 mos. of life, 3 exams in the third 12 mos. of life, 1 exam every 12th months of life thereafter up to age 18 (includes immunizations) Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
Routine Gynecological Care Exams One exam per cal yr; Including pap smear and related expenses; Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
Routine Mammograms One baseline mammogram for covered females age 35 - 39 and one per calendar year for covered females age 40 and above Aetna will pay up to 130% of Medicare per mammogram. Preferred and Non-Preferred combined	\$0 copay; deductible waived	50%, after deductible
Women's Health Includes: Screening for gestational diabetes; HPV (Human Papillomavirus) DNA testing; counseling for sexually transmitted infections; counseling and screening for human immunodeficiency virus; screening and counseling for interpersonal and domestic violence; breastfeeding support, supplies and counseling; and contraceptive methods and counseling. Limitations may apply.	\$0 copay; deductible waived	Member cost sharing is based on the type of service performed and the place rendered.
Routine Digital Rectal Exam / Prostate-Specific Antigen Test For covered males age 40 and over	\$0 copay; deductible waived	50%, after deductible
Routine Colorectal Cancer Screening Sigmoidoscopy and Double Contrast Barium Enema (DCBE) - 1 every 5 years for all members age 50 and over Colonoscopy - 1 every 10 years for all members age 50 and over Fecal Occult Blood Testing (FOBT) - 1 every year for all members age 50 and over	\$0 copay; deductible waived	50%, after deductible
Routine Eye Exams at Specialist One routine exam per 24 months	\$0 copay; deductible waived	50%, after deductible
Routine Hearing Exams	Not Covered	Not Covered
DIAGNOSTIC PROCEDURES	PREFERRED CARE	NON-PREFERRED CARE
Outpatient Diagnostic Laboratory and X-ray except for Complex Imaging Services	80%, after deductible	50%, after deductible

PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

Outpatient Diagnostic X-ray for Complex Imaging Services Including, but not limited to, MRI, MRA, PET and CT Scans	80% after deductible	50%, after deductible
EMERGENCY MEDICAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Urgent Care Provider	80%, after deductible	50%, after deductible
Non-Urgent Use of Urgent Care Provider	Not Covered	Not Covered
Emergency Room Copay waived if admitted	80%, after deductible	Paid as Preferred Care
Non-Emergency care in an Emergency Room	Not Covered	Not Covered
Emergency Ambulance	80% after deductible	Paid as Preferred Care
Non-Emergency Ambulance	Not Covered	Not Covered
HOSPITAL CARE	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Coverage Including maternity & transplants If transplant is performed through an Institute of Excellence® facility, benefits would be paid at the preferred level. If procedure is not performed through Institutes of Excellence® facility, benefits would be paid at the non-preferred level.	80% after deductible	50%, after deductible
Outpatient Surgery	80% after deductible	50%, after deductible
Outpatient Hospital Services other than Surgery - Including, but not limited to, physical therapy, speech therapy, occupational therapy, spinal manipulation, dialysis, radiation therapy	80% after deductible	50%, after deductible
MENTAL HEALTH SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Biologically Based Mental Illness	80% after deductible	50%, after deductible
Outpatient Biologically Based Mental Illness	80%, after deductible	50%, after deductible
ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Detoxification	80% after deductible	50%, after deductible
Outpatient Detoxification	80%, after deductible	50%, after deductible
MENTAL HEALTH SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Mental Illness	80% after deductible	50%, after deductible
Outpatient Mental Illness	80%, after deductible	50%, after deductible
ALCOHOL/DRUG ABUSE SERVICES	PREFERRED CARE	NON-PREFERRED CARE
Inpatient Detoxification	80% after deductible	50%, after deductible
Outpatient Detoxification	80%, after deductible	50%, after deductible
Inpatient Rehabilitation	80%, after deductible	50%, after deductible
Outpatient Rehabilitation	80%, after deductible	50%, after deductible
OTHER SERVICES AND PLAN DETAILS	PREFERRED CARE	NON-PREFERRED CARE
Convalescent Facility (Skilled Nursing Facility) Limited to 60 days per member per calendar year Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible

PLAN DESIGN AND BENEFITS - OH MC POS OA HSA \$2,500 80% (08/12)

Home Health Care Limited to 60 visits per member per calendar year. Preferred and Non-Preferred combined; 1 visit equals a period of 4 hours or less	80%, after deductible	50%, after deductible
Infusion Therapy Provided in the home or physician's office	80%, after deductible	50%, after deductible
Infusion Therapy Provided in an outpatient hospital department or freestanding facility	80%, after deductible	50%, after deductible
Inpatient Hospice Care	80%, after deductible	50%, after deductible
Outpatient Hospice Care	80%, after deductible	50%, after deductible
Outpatient Short-Term Rehabilitation Includes speech, physical and occupational therapy (if provided in the outpatient hospital department, paid under outpatient hospital benefit) Limited to 40 visits per member per calendar year. Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible
Outpatient Spinal Manipulation Therapy (Chiropractic) (if provided in the outpatient hospital department, paid under the outpatient hospital benefit) Limited to 12 visits per member per calendar year. Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible
Durable Medical Equipment Maximum benefit of \$3,000 per member per calendar year Preferred and Non-Preferred combined	80%, after deductible	50%, after deductible
Diabetic Supplies not obtainable at a pharmacy	Covered same as any other medical expense	Covered same as any other medical expense
FAMILY PLANNING	PREFERRED CARE	NON-PREFERRED CARE
Infertility Treatment Covered only for the diagnosis and treatment of the underlying medical condition	80%, after deductible	50%, after deductible
Vasectomy	Member cost sharing is based on the type of service performed and the place of service where it is rendered.	50% after deductible
Tubal Ligation	\$0 copay; deductible waived	50% after deductible
PHARMACY - PRESCRIPTION DRUG BENEFITS	PARTICIPATING PHARMACIES	NON-PARTICIPATING PHARMACIES
Retail Up to a 30-day supply	\$15 copay for generic drugs, \$35 copay for brand name formulary drugs, and \$60 copay for brand name non-formulary drugs after integrated medical/pharmacy deductible	70% of submitted cost after \$10 copay for generic drugs, \$35 copay for brand name formulary drugs, and \$60 copay for brand name non-formulary drugs after integrated medical/pharmacy deductible
Mail Order Delivery 31-90 day supply	\$37.50 copay for generic drugs, \$87.50 copay for brand name formulary drugs, and \$150 copay for brand name non-formulary drugs after integrated medical/pharmacy deductible	Not Covered

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Specialty CareRx SM Drugs	\$150 for formulary and non-formulary drugs after integrated medical/pharmacy deductible	\$150 for formulary and non-formulary drugs after integrated medical/pharmacy deductible
Mandatory Generic with DAW override (MG w/DAW Override) - The member pays the applicable copay only, if the physician requires brand. If the member requests brand when a generic is available, the member pays the applicable copay plus the difference between the generic price and the brand price		
Plan includes: Contraceptive drugs and devices obtainable from a pharmacy and diabetic supplies obtainable from a pharmacy.		
Formulary generic FDA-approved Women's Contraceptives covered 100% in network.		
Plan excludes: Lifestyle/performance drugs		
Precertification included and 90 day Transition of Care (TOC) for Precertification included		

*We cover the cost of services based on whether doctors are "in network" or "out of network." We want to help you understand how much Aetna pays for your out-of-network care. At the same time, we want to make it clear how much more you will need to pay for this "out-of-network" care.

You may choose a provider (doctor or hospital) in our network. You may choose to visit an out-of-network provider. If you choose a doctor who is out of network, your Aetna health plan may pay some of that doctor's bill. Most of the time, you will pay a lot more money out of your own pocket if you choose to use an out-of-network doctor or hospital.

When you choose out-of-network care, Aetna limits the amount it will pay. This limit is called the "recognized" or "allowed" amount. When you choose out-of-network care, Aetna "recognizes" an amount based on what Medicare pays for these services. The government sets the Medicare rate.

Your doctor sets his or her own rate to charge you. It may be higher – sometimes much higher – than what your Aetna plan "recognizes." Your doctor may bill you for the dollar amount that Aetna doesn't "recognize." You must also pay any copayments, coinsurance and deductibles under your plan. No dollar amount above the "recognized charge" counts toward your deductible or out-of-pocket maximums. To learn more about how we pay out-of-network benefits visit Aetna.com. Type "how Aetna pays" in the search box.

You can avoid these extra costs by getting your care from Aetna's broad network of health care providers. Go to www.aetna.com and click on "Find a Doctor" on the left side of the page. If you are already a member, sign on to your Aetna Navigator member site.

This applies when you choose to get care out of network. When you have no choice (for example: emergency room visit after a car accident, or for other emergency services), we will pay the bill as if you got care in network. You pay cost sharing and deductibles for your in-network level of benefits. Contact Aetna if your provider asks you to pay more. You are not responsible for any outstanding balance billed by your providers for emergency services beyond your cost sharing and deductibles.

What's Not Covered-

This plan does not cover all health care expenses and includes exclusions and limitations. Members should refer to their plan documents to determine which health care services are covered and to what extent. The following is a partial list of services and supplies that are generally *not covered*. However, **your plan documents may contain exceptions to this list based on state mandates or the plan design or rider(s) purchased.**

- All medical or hospital services not specifically covered in, or which are limited or excluded in the plan documents;
- Charges related to any eye surgery mainly to correct refractive errors;
- Cosmetic surgery, including breast reduction;
- Custodial care;
- Dental care and x-rays;
- Donor egg retrieval;
- Experimental and investigational procedures;
- Hearing aids;
- Immunizations for travel or work;
- Infertility services, including, but not limited to, artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI and other related services, unless specifically listed as covered in your plan documents;
- Medical expenses for a pre-existing condition are not covered (full postponement rule) for the first 365 days after the insured's enrollment date. Lookback period for determining a pre-existing condition (conditions for which diagnosis, care or treatment was recommended or received) is 90 days prior to the enrollment date. The pre-existing condition limitation period will be reduced by the number of days of prior creditable coverage the member has as of the enrollment date.
- Nonmedically necessary services or supplies;

MEMORANDUM OF UNDERSTANDING - 1

This Memorandum of Understanding ("MOU") is entered into between the City of Highland Heights ("Employer") and the Union of State, County and Municipal Workers of America ("Union") and sets forth the following:

The parties are signatories to a Collective Bargaining Agreement (CBA). Article 4 pertains to Management Rights. The Union acknowledged during negotiations that the City has historically utilized outside contractors to perform certain functions and jobs for the City of Highland Heights in addition to full-time Service Department employees. This MOU is entered into to acknowledge and agree that the Employer may continue to utilize outside contractors to perform customary and necessary City services as historically recognized by the parties. No grievances or disputes will be filed by the Union contesting the use of such contractors.

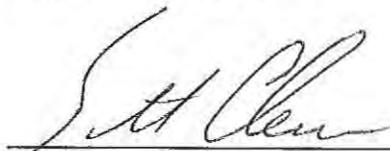
This MOU is entered into this 19th day of SEPTEMBER, 2013.

FOR THE UNION:

FOR THE EMPLOYER:



David Soros



Scott Coleman, Mayor



Brian Harrison

MEMORANDUM OF UNDERSTANDING - 2

This Memorandum of Understanding ("MOU") is entered into between the City of Highland Heights ("Employer") and the Union of State, County and Municipal Workers of America ("Union") and sets forth the following:

The parties are signatories to a Collective Bargaining Agreement (CBA). Article 34 pertains to Reductions In Force and Recall. Section 34.04 permits the Employer to retain regular part-time employees in the Service Department while layoff off or abolishing full-time employees. During negotiations, the parties agreed that any full-time employee who is laid off or has his job classification abolished or reduced in number could displace and replace a current regular part-time employee. Thus, the full-time employees could exercise replacement and reversion rights to regular part-time status under this MOU. In the event the full-time employee elects to revert to regular part-time status, he shall not be a bargaining unit employee and shall be subject to the terms and conditions of employment as all other part-time, non-bargaining unit employees. The full-time employee who reverts to part-time status, however, shall retain his recall rights as set forth in the CBA. Further, the Employer agrees that all full-time employees who revert to part-time status shall be offered recall rights and full-time employment opportunities for up to two (2) years in accordance with recall rights prior to any current regular part-time or non-bargaining unit employee being offered full-time employment.

The parties also agree to discuss classifications and/or classification restructuring during calendar year 2013. Any modifications of classifications mutually agreed to by the parties shall result in a modification of the CBA for the term of the contract period.

This MOU is entered into this 19th day of SEPTEMBER, 2013.

FOR THE UNION:



David Soros


Brian Harrison

FOR THE EMPLOYER:



Scott Coleman, Mayor

MEMORANDUM OF UNDERSTANDING – 3

The City of Highland Heights (Employer) and the Union of State, County and Municipal Workers of Ohio (Union) are parties to a collective bargaining agreement (CBA). The CBA provides that the City will reimburse employees the amount of any applicable co-insurance required under the health insurance plan.

In order to make co-insurance reimbursement non-taxable to the employees, an approved health reimbursement account (HRA) under IRS §105 must be established. The City will establish such HRA benefit for reimbursement for qualified medical expenses and will utilize PrimePay or any other approved party as a third party administrator (TPA) for the HRA.

The parties agree that reimbursement procedures shall be governed by PrimePay or the City approved TPA. For 2013, the PrimePay reimbursement procedures are attached to this Memorandum. This Memorandum of Understanding shall continue each calendar year in the event there is no modification to the health insurance plan. The City will strictly adhere to the approved TPA's procedures, rules or regulations.

In the event a claim for a co-insurance reimbursement is not resolved through the internal or administrative appeal process, the Union may file a grievance in accordance with the CBA grievance provisions. Such grievance will be submitted directly to arbitration.

This Memorandum of Understanding is entered into this 19th day of SEPT., 2013.

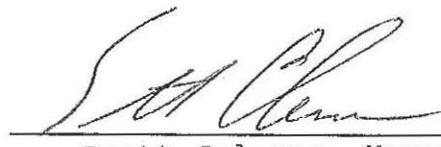
FOR THE UNION:

FOR THE EMPLOYER:



David Soros


Brian Harrison



Scott Coleman, Mayor

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- Orthotics;
- Over-the-counter medications and supplies;
- Reversal of sterilization;
- Services for the treatment of sexual dysfunction or inadequacies, including therapy, supplies, counseling and prescription drugs;
- Special duty nursing; and
- Weight control services including surgical procedures, medical treatments, weight control/loss programs, dietary regimens and supplements, appetite suppressants and other medications; food or food supplements, exercise programs, exercise or other equipment; and other services and supplies that are primarily intended to control weight or treat obesity, including Morbid Obesity, or for the purpose of weight reduction, regardless of the existence of comorbid conditions.

Pre-existing Conditions Exclusion Provision

For members age 19 or over this plan imposes a pre-existing conditions exclusion, which may be waived in some circumstances (that is, creditable coverage) and may not be applicable to you. A pre-existing conditions exclusion means that if you have a medical condition before coming to our plan, you might have to wait a certain period of time before the plan will provide coverage for that condition. This exclusion applies only to conditions for which medical advice, diagnosis or treatment was recommended or received or for which the individual took prescribed drugs within six months.

Generally, this period ends the day before your coverage becomes effective. However, if you were in a waiting period for coverage, the six month period ends on the day before the waiting period begins. The exclusion period, if applicable, may last up to 12 months from your first day of coverage, or, if you were in a waiting period, from the first day of your waiting period.

If you had prior creditable coverage within 90 days immediately before the date you enrolled under this plan, then the pre-existing conditions exclusion in your plan, if any, will be waived.

If you had no prior creditable coverage within the 90 days prior to your enrollment date (either because you had no prior coverage or because there was more than a 90 day gap from the date your prior coverage terminated to your enrollment date), we will apply your plan's pre-existing conditions exclusion.

In order to reduce or possibly eliminate your exclusion period based on your creditable coverage, you should provide us a copy of any Certificates of Creditable Coverage you have. Please contact your Aetna Member Services representative at 1-888-80-AETNA if you need assistance in obtaining a Certificate of Creditable Coverage from your prior carrier or if you have any questions on the information noted above.

The pre-existing condition exclusion does not apply to pregnancy nor to a child under the age of 19. Note: For late enrollees, coverage will be delayed until the plan's next open enrollment; the pre-existing exclusion will be applied from the individual's effective date of coverage.

This material is for informational purposes only and is not an offer or invitation to contract. An application must be completed to obtain coverage. Plan features and availability may vary by location and group size. Not all health services are covered. See plan documents for a complete description of benefits, exclusions, limitations and conditions of coverage. Plan features are subject to change. With the exception of Aetna Rx Home Delivery, Providers are independent contractors and are not agents of Aetna. Provider participation may change without notice. Aetna does not provide care or guarantee access to health services.

Certain services require precertification, or prior approval of coverage. Failure to precertify for these services may lead to substantially reduced benefits or denial of coverage. Some of the benefits requiring precertification may include, but are not limited to, inpatient hospital, inpatient mental health, inpatient skilled nursing, outpatient surgery, substance abuse (detoxification, inpatient and outpatient rehabilitation). When the Member's preferred provider is coordinating care, the preferred provider will obtain the precertification. Precertification requirements may vary.

If your plan covers outpatient prescription drugs, your plan may include a drug formulary (preferred drug list). A formulary is a list of prescription drugs generally covered under your prescription drug benefits plan on a preferred basis subject to applicable limitations and conditions. Your pharmacy benefit is generally not limited to the drugs listed on the formulary. The medications listed on the formulary are subject to change in accordance with applicable state law. For information regarding how medications are reviewed and selected for the formulary, formulary information, and information about other pharmacy programs such as precertification and step-therapy, please refer to Aetna's website at Aetna.com, or the Aetna Medication Formulary Guide. Aetna receives rebates from drug manufacturers that may be taken into account in

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determining Aetna's Preferred Drug List. Rebates do not reduce the amount a member pays the pharmacy for covered prescriptions. In addition, in circumstances where your prescription plan utilizes copayments or coinsurance calculated on a percentage basis or a deductible, use of formulary drugs may not necessarily result in lower costs for the member. Members should consult with their treating physicians regarding questions about specific medications. Refer to your plan documents or contact Member Services for information regarding the terms and limitations of coverage.

Aetna Rx Home Delivery refers to Aetna Rx Home Delivery, LLC, a subsidiary of Aetna, Inc., that is a licensed pharmacy providing mail-order pharmacy services. Aetna's negotiated charge with Aetna Rx Home Delivery may be higher than Aetna Rx Home Delivery's cost of purchasing drugs and providing mail-order pharmacy services.

In case of emergency, call 911 or your local emergency hotline, or go directly to an emergency care facility.

Plans are provided by Aetna Life Insurance Company.

For more information about Aetna plans, refer to www.aetna.com.

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PrimePay[®]

Payroll and Business Services



WHAT IS A HEALTH REIMBURSEMENT ARRANGEMENT?

An HRA is an Employer designed benefit that allows for certain qualified medical expenses, not covered by your group health plan, to be reimbursed through an Employer funded account. An HRA is governed by IRS §105, which allows for the money in the account to be dispersed tax-free. Depending on the plan design, your HRA could be setup to reimburse such expenses as deductibles, copays, prescriptions, etc. Please consult your Plan Documents for more information.

ENROLLMENT IN AN HRA AND MSP REPORTING

A Health Reimbursement Arrangement most often works in conjunction with the group medical plan offered by your Employer. Because of this and the fact that it comes at no cost to you, enrollment is necessary. The specifics of each HRA account offered will be detailed in the Summary Plan Description provided by your employer.

You will need to fill out the Health Reimbursement Arrangement Enrollment Form or enroll online during the open enrollment period prior to the start of the Plan Year or at the time of your eligibility. You are also encouraged to contact our PrimeFlex Customer Service Team at 877.769.3539 for enrollment assistance. Please see your Employer for specific details as to your eligibility for enrollment.

All fields are required for Medicare as Secondary Payer Reporting (MSP). Every quarter PrimeFlex must report participants in an HRA receiving \$1000 or more worth of coverage who are 45 years of age or older, have End Stage Renal Disease (kidney transplant or dialysis), or are enrolled in Medicare to the Centers for Medicare & Medicaid Services (CMS). Spouses and dependents covered under the HRA who match these criteria must also be reported. All information is kept in strict confidence, along with all HIPAA regulations.

MY ONLINE ACCOUNT

Accessing your HRA Account is easy and can be done 24-hours a day!

Go to www.primepay.com, click on "PrimeFlex Online" at the top and click on "Employee and Cardholder Login". (Make sure your pop-up blockers are turned off).

1. Click on Create Account.
2. Enter your first & last name, and enter your Employee ID (often SSN without dashes).
3. If you have a PrimeFlex Debit Card, skip the "Employer ID" field and enter your Flex Card number (no spaces or dashes).
4. If you do not have a Flex Card, enter the Employer ID (contact your Employer).
My Employer ID is _____
5. Create a user name and password and enter your Email Address and click submit.

Once you are logged into the system you can check your balance, file claims, view pending or past claims, add a checking/savings account for direct deposit, opt-in/out of email communication, and much more.

CLAIMS REIMBURSEMENT PROCESS

Below is a typical manual claims reimbursement process.

1. You go to a medical provider and receive service.
2. As the provider will not know how much of your deductible you have met, no money will need to be paid out of pocket. The provider will run your insurance card, which will generate a claim at your insurance provider.
3. Once processed, you will receive an Explanation of Benefits (EOB) detailing the service that was received. The provider will also receive a copy of the EOB, showing the negotiated rate, and the amount they can bill you.
4. If you have incurred an expense reimbursable through your HRA, file a manual claim form or online claim with PrimeFlex; be sure to attach the EOB and all other supporting documentation.
5. We will review your claim according to your HRA's plan design.
6. If approved, a check will be mailed to your address on record, medical provider on record (Provider Pay), or direct deposited to your account on record. When you receive an invoice from your provider, pay them as you normally would.
7. If denied, no disbursements are made from your HRA and you will be responsible for paying for the medical expense by some other means.
8. Be sure to check that the invoice from the provider matches the EOB from the insurance company.

ONLINE CLAIMS

After you have created your account online, you will be able to submit claims, as well as view past and pending claims. Once logged in, select "Request Reimbursement" in the left menu bar. Click "Add New" and enter your claim information for each individual expense being sure to choose the appropriate account type.

If you are able to scan your supporting documentation, you may upload those directly using the "Browse" button; otherwise, print the "Receipt Submittal Form" and fax or mail it along with your substantiation material once the claim has been submitted.

Read the Claim Certification and if you agree to the disclaimer, check the box under "Certification" and click "Submit" at the bottom of your screen.

MANUAL CLAIMS

If you have not created an online account or do not have access to the internet, you may complete a manual claim form once you have incurred a qualifying expense. Fill out a "Claim Reimbursement" form provided by your Employer or available on our website at www.primepay.com under "PrimeFlex Online" near the top. Please fill in all necessary information related to the incurred expense and provide all proper documentation in order to substantiate the incurred expense (i.e. EOB's, itemized receipts, invoices, etc.). Voided or cancelled checks, credit card statements, and balance owed statements from a provider are NOT acceptable forms of documentation. Failure to comply with these requirements may result in a pended or denied claim.

HOW TO READ YOUR EXPLANATION OF BENEFITS (EOB)
Example—Not A Bill

Statement Date:	01/05/2011	Account Number:	1234567-123	Joe Smith
ID Number:	ABC 123456	Account Name:	YOUR EMPLOYER	123 Main Street
Patient Name:	Joe Smith	Plan Name:	Plan 123ABC	Anywhere, PA 12345

Service Date	Provider	Benefit Plan				Patient Responsibility				
		Amount Charged	Allowed Amount	Other Insurance	Insurance Paid	Co-Pay	Deductible	Co-Insurance	Not Covered	Total
1/5/11	Dr. John Doe	\$78.00	\$85.00		\$50.00	\$15.00				\$15.00
1/5/11	Surgery	\$65.00	\$40.00		\$35.00			\$5.00		\$5.00
1/5/11	Laboratory	\$123.00	\$100.00		\$80.00		\$20.00			\$20.00
	Claim#:12-3456789	\$266.00	\$205.00		\$165.00	\$15.00	\$20.00	\$5.00		\$40.00

Deductible and Co-Insurance to Date	Benefit Year	Deductible				Co-Insurance			
		Amount Used		Amount Remaining		Amount Used		Amount Remaining	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	2011	\$20.00		\$980.00		\$5.00		\$245.00	
	2011								

- | | | | |
|---------------------------|---|--|---|
| 1. Service Date | The date services were rendered for the named patient. | 9. Co-Insurance | The percentage split between you and the insurance company for services rendered. |
| 2. Provider | The name of the provider who performed service. Can be doctor, hospital, etc. | 10. Not Covered | The amount not covered under your health plan. |
| 3. Amount Charged | The amount billed by each provider. | 11. Total | The total amount for which you are responsible. |
| 4. Allowed Amounts | The maximum the insurance company will allow for services rendered. | 12. Deductible and Co-Insurance Use | If applicable, this table shows total used and remaining deductible and co-insurance for the plan year to-date. |
| 5. Other Insurance | The amount paid by other insurance, i.e. Medicare. | 13. Deductible Used | The amount of the deductible you have spent year-to-date. |
| 6. Insurance Paid | The total amount the insurance company paid. | 14. Deductible Remaining | The amount of the deductible you have remaining year-to-date. |
| 7. Co-Pay | The amount paid at the time of service, as determined by your plan. | 15. Co-Insurance Used | The amount of the co-insurance you have spent year-to-date. |
| 8. Deductible | The amount you must pay out of pocket before the insurance company pays. | 16. Co-Insurance Remaining | The amount of the co-insurance you have remaining year-to-date. |

CLAIMS SUBSTANTIATION PROCESS

Once we have received your claim, we will substantiate it. It is important to note that PrimeFlex must follow strict procedures in accordance with your HRA plan design in substantiating a claim. Neither PrimeFlex nor your Employer can offer exceptions.

If your claim is approved, one of two things will happen. (1) If you are set-up for direct deposit, your reimbursement will usually post to your account about 4 business days after processed. (2) If you are not set-up for direct deposit, a paper check will be issued and will usually arrive in 7-10 days.

If your claim is denied, no disbursements will be made from your HRA account and you will be responsible for paying incurred expenses by some other means. If you feel your claim was denied in error, you may submit an appeal. For more information about appeals, please contact customer service at 877.769.3539.

It is your responsibility to comply with all guidelines and to avoid submitting duplicate or ineligible claims. Failure to comply may delay payment and/or could result in IRS penalties if audited.

Your plan may have been set up to mail payment directly to your medical providers of service. To take advantage of this, check the "Pay Provider Directly" box on the claim form and fill in the appropriate information. Attach the medical invoice with the claim form and we will take care of the rest!

PRIMEFLEX DEBIT CARD

You may receive a PrimeFlex Debit Card when you enroll in an HRA. In many cases, this card will only be able to be used at a pharmacy to purchase prescriptions. However, depending on your plan design, the debit card may be used at medical providers. Use of the debit card will eliminate the need to submit a manual claim for prescriptions, although in many cases substantiation will still be required for medical services paid for with the debit card. PrimeFlex will let you know if substantiation is required. For more information please refer to your plan documents.

It is very important to retain your receipts for all of your HRA transactions.

Below is a quick checklist to help make sure you are submitting claims correctly. Send all claim forms and documents to PrimeFlex in one of the following ways:

- My claim is for the current plan year
- I have incurred an eligible expense
- I have filled out the Claim Reimbursement form in its entirety
- I have attached all supporting documentation for the expenses incurred
- I have not submitted this claim before

Email primeflexhra@primepay.com

Fax 877.632.9472

Mail Attn: PrimeFlex-HRA Claims
1487 Dunwoody Drive
West Chester, PA 19380

FREQUENTLY ASKED QUESTIONS

Q: What online capabilities do I have?

A: Our online portal is very comprehensive. You can check your balance, file claims, view pending or past claims, add a checking/savings account for direct deposit, opt-in/out of email communication, and much more. If you need help setting up your account please contact our customer service team and they will be happy to help.

Q: Can I participate in the HRA if I am not enrolled in my employer's health plan?

A: In most cases no, depending on how your plan is setup. For more information please refer to your Plan Documents or contact your Employer.

Q: What happens if I terminate during the year?

A: There will be a period of time after your termination for which you may submit claims for expenses incurred prior to termination. In some cases, COBRA must be offered, which if elected will allow you to pay premiums in order to remain in your HRA and make claims against it.

Q: Will I ever have to pay taxes on the money I am reimbursed?

A: You will not have to pay taxes on any amount reimbursed, unless more is dispersed than allowed.

Q: What happens if I incur an expense towards the end of the year?

A: Following your last day to incur claims in the Plan Year, assuming you have a high enough balance, you will have generally 90 days to submit expenses for that plan year. This is known as the Run-Out Period and is an option selected by your Employer. Please refer to your Plan Documents.

Q: If I have an HSA, can I still participate in the HRA?

A: Only if the HRA is established as a Post-Deductible or Limited-Purpose HRA. A Post-Deductible HRA may not reimburse any deductible expenses until the minimum (Federal COLA limits) QHDHP deductible has been satisfied. A Limited-Purpose HRA may only reimburse vision, dental and preventative care expenses.

Q: If I have an FSA, can I still participate in the HRA?

A: Yes, these two Plans are implemented or work well together all of the time. In no case may you be reimbursed for the same medical care expense by both an HRA and a Health FSA. If coverage is provided under an HRA and a Health FSA for the same medical care expenses, please check your plan documents for ordering rules.

Q: How do I unlock my online account?

A: Your account may be temporarily deactivated due to inactivity, failure to provide us with required substantiation, or repeatedly entering an incorrect password. To unlock your account please call our Customer Service Team during normal EDT business hours at 877.769.3539.

Q: Can I contribute to my HRA on top of what my Employer has?

A: No, an HRA is a 100% Employer funded benefit.

MY HEALTH REIMBURSEMENT ARRANGEMENT INFORMATION

My Open Enrollment Period is: _____ to _____

My Employer ID is: _____

My User ID is: _____

My Password is: _____

Employer Reimbursement: \$ _____

Employee Responsibility: \$ _____

I can get reimbursed if I spend money out of pocket on:

Notes:

1487 Dunwoody Drive | West Chester, PA 19380

Phone: 877.769.3539 | **Fax:** 877.632.9472 | **Email:** primeflexhra@primepay.com

www.primepay.com | www.blog.primepay.com