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**AN AGREEMENT**

**between**

**CITY OF PEPPER PIKE**

**And**

**AFSCME LOCAL 1097, AFL-CIO**

**and**

**OHIO COUNCIL 8**

**EFFECTIVE: January 1, 2020 through**

**December 31, 2022**

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## **ARTICLE 1**

### **AGREEMENT/PURPOSE**

This Agreement is entered into between the City of Pepper Pike, hereinafter referred to as the “City” or as the “Employer” and Ohio Council 8 and Local 1097, AFSCME, AFL-CIO, hereinafter referred to as the “Union”. The purpose of this Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through union representation, in the establishment of terms and conditions of their employment and to establish a peaceful procedure for the resolution of all differences between the parties, subject to the laws of the United States, the State of Ohio, and to assure that the operations and services of the City will be conducted efficiently and effectively.

## **ARTICLE 2**

### **UNION RECOGNITION**

**Section 1:** The Employer recognizes the Union as the sole and exclusive representative for purposes of negotiating wages, hours, and other terms and conditions of employment for all employees, as certified by the SERB, Case 2011-REP-07-0065.

**Included:** All clerical, service and maintenance employees in the following classifications:  
Assistant Clerk of Police Records; Bookkeeper-A/P; Bookkeeper-Payroll;  
Building Department Administrative Assistant; Building Department Clerk; Clerk  
of Council; Crew Leader; Finance Clerk; Fire Department Administrative  
Assistant; Laborer; Mechanic; Police Administrative Assistant; and Service  
Department Administrative Assistant.

**Excluded:** All management level, supervisory, and confidential employees as defined in the Act; seasonal and casual employees as defined by the State Employment Relations Board.

**Language clean-up:** The parties agree to jointly petition the SERB to add the classification of Lead Mechanic to the bargaining unit.

**Section 2:** Should new classifications be established, the Employer shall notify the Union, and upon written request by the Union, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board for a unit clarification determination in accordance with Chapter 4117 of the O.R.C. and the SERB rules and regulations. If a new classification is added, the parties shall meet in order to negotiate a wage rate for the classification.

**Section 3:** “Full-time” employees are defined as employees who are regularly scheduled to work forty (40) hours or more per week.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

**Section 1:** The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to the right to: manage the operations; control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire; discipline and discharge for just cause; lay off; promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, reduce, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new

and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); to determine staffing patterns, including, but not limited to, assignment of employees, assignment of part-time employees, numbers employed, duties to be performed, qualifications required, and areas worked, meal periods and leaves of absence; to privatize or sub-contract services; maintain and improve the efficiency and effectiveness of the department; determine the overall mission of the department; and all other rights of management except those limited by any specific provision of this Agreement.

**Section 2:** The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, there are no other agreements that are not set forth herein.

The Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08 (c) of the Revised Code or pursuant to this Article of this Agreement.

## ARTICLE 4

### UNION CHECK-OFF

**Section 1:** The City shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to the Controller, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the City, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the check-offed monies shall be remitted.

**Section 2:** The payroll deduction shall be made by the City monthly, the first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the City will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fourteen (14) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: 1) For employees for whom deductions were made, the name, address and last four digits of the social security number of the employee, and the amount deducted; 2) The name of each employee whose name has been dropped from the prior check-off list and the reason(s) for the omission(s).

**Section 3:** The Union hereby agrees to defend the City and hold the City harmless from any and all claims, liabilities or damages which may arise from the performance of its obligations under this Article and Articles 5 and 6, and the Union shall indemnify the City for any such liabilities or damages that may arise.

## **ARTICLE 5**

### **UNION SECURITY**

**Section 1:** Employees who are members of the Union may revoke their membership at any time by sending written authorization to the Union of their desire to drop their membership. Revocation of Union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked their membership, for a period of one (1) year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless the employee gives the City and the Union written notice of revocation not less than ten (10) days and not more than twenty-five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

**Section 2:** On a quarterly basis the City will provide the Union with telephone numbers and addresses of any employees entering the bargaining unit. The City will, on a quarterly basis, inform the Union of any members exiting the bargaining unit.

## **ARTICLE 6**

### **P.E.O.P.L.E. CHECK-OFF**

**Section 1:** The City will deduct voluntary contributions to the AFSCME International Union's Public Employee Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- (a) An employee shall have the right to revoke such authorization by giving written notice to the City and the Union at any time; and



(b) The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

**Section 2:** The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted. A second copy of the list shall be mailed to Ohio Council 8, Cleveland Regional Office, 1603 East 27<sup>th</sup> Street, Cleveland, OH 44114. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

## **ARTICLE 7**

### **NO STRIKE/NO LOCKOUT**

**Section 1:** The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike. For purposes of this paragraph, "strike" means action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, and conditions of employment regarding their employment or regarding another bargaining unit. Any employee violating this provision shall be subject to discipline up to and including termination.

**Section 2:** The City shall not lock out any employees during the term of this Agreement. A layoff of employees shall not be deemed a lock out.

## **ARTICLE 8**

### **PROBATIONARY PERIOD**

**Section 1:** New employees shall be considered to be on probation for a period of one (1) year. During this period an employee may be dismissed at any time without recourse. Any such action shall not be appealed through any civil service commission or the grievance procedure.

## **ARTICLE 9**

### **DISCIPLINE**

**Section 1:** During an employee's probationary period, the City shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

**Section 2:** If any employee is discharged or quits while on probation and is later rehired, he or she shall be considered a new employee and shall be subject to the provisions of Section 1, above.

**Section 3:** No employee shall be disciplined, suspended or discharged without just cause. Discipline shall contain reasons for the disciplinary action and shall be issued within thirty (30) calendar days after the employer has knowledge of the event necessitating the discipline unless the initiation of disciplinary action would jeopardize an ongoing criminal or administrative investigation (by the City or a non-City agency) of violations of the rules, ordinances and statutes of the City or State. A copy of the discipline will be forwarded to the employee's Steward.

**Section 4:** An Employee has the right to the presence and advice of a Union representative without cost to the City at all disciplinary interviews wherein the investigation could reasonably

lead to the discipline of the employee, provided the representative is reasonably available. An employee also has the right to a Union representative when discipline is issued. Employees and a union representative participating in such interviews shall not lose pay if such interviews occur during their scheduled work hours.

**Section 5:** Disciplinary action that is more than three (3) years old shall not be used by the City to support current disciplinary action, except prior similar serious actions of misconduct regardless of when such conduct occurred. In no event shall records of disciplinary action be removed from any personnel file. The definition of serious misconduct shall include, but not be limited to: threatening or violent behavior, harassment, alcohol or drug related incidents, and sex offenses.

**Section 6:** An employee may appeal any discipline through the grievance procedure within seven (7) calendar days of receipt of such discipline.

## **ARTICLE 10**

### **UNION REPRESENTATION**

**Section 1:** The Union shall furnish the City with a written list of the stewards and their alternate stewards, and shall promptly notify the City in writing of any changes.

**Section 2:** An employee selected by the Union to act as a Union representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as a "Steward." The Steward shall have an alternate who shall act as the Steward when the Steward is absent from work. The City will recognize two (2) Stewards.

**Section 3:** No one shall be permitted to function as a Union representative until the Union has presented the City with written certification of that person's selection.

**Section 4:** The Steward shall represent all bargaining unit employees and will be allowed a reasonable amount of time to process grievances; represent unit members at pre-disciplinary

conferences; and attend meetings between the Union and the Employer where their attendance is requested, during work hours without loss of pay provided the time does not disrupt the City's operations, and the Steward receives written authorization from their supervisor.

**Section 5:** Grievance hearings or other necessary meetings between the City and the Union will be scheduled by mutual agreement of both parties. If such hearing or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

## **ARTICLE 11**

### **UNION VISITATION**

**Section 1:** Upon notice to and approval of the City's Labor Relations Representative or the appropriate Department Head, non-employee representatives of the Union shall be permitted to enter the City's premises during working hours, but at no time shall such visitation rights interfere with the work requirements of any employee or disrupt operations in any way unless expressly permitted by the City. Approval for such visitation shall not be unreasonably denied.

## **ARTICLE 12**

### **JOINT LABOR MANAGEMENT COMMITTEE**

**Section 1:** In the interest of sound labor relations, a joint committee of no more than two (2) members from the Union and two (2) representatives from the City shall be formed, for the purpose of discussing subjects of mutual concern. The Union's members may include a designated AFSCME representative. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and in respect to the solution of the common

problems. This joint committee shall not be a part of the grievance procedure and the failure of the Committee to agree on any matter shall not be the subject of a grievance.

**Section 2 – Meetings:** Either party may request the other to meet upon execution of a notice, and, unless otherwise agreed by the parties, the meetings shall be held once every six (6) months. The parties shall meet promptly following the execution of such notice having due regard to the availability of the parties. Such meetings shall not be open to the public but minutes may be maintained if agreed upon by both parties. To provide for productive meetings, the parties agree that they will exchange topic agendas at least 24 hours in advance of any JLM meeting.

## **ARTICLE 13**

### **GRIEVANCE PROCEDURE**

**Section 1:** A grievance is defined as a dispute or controversy involving an alleged violation of the specific and express written provisions of this Agreement.

**Section 2:** The grievance procedure set forth herein shall be the sole and exclusive means for the resolution of any complaints or controversies regarding alleged violations of this Agreement.

**Section 3:** The following procedures shall apply to the administration of all grievances filed under this procedure. All grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

**Section 4:** Time limits set forth herein shall be strictly construed and shall not be modified except by written agreement of the parties. If the City fails to timely respond to any grievance, it

shall be deemed a denial of the grievance at the Step involved therein and the Union may appeal to the next Step. If the employee or the Union fails to timely file a grievance or timely appeal the City's response to the next Step, the grievance shall be deemed waived. Reference to days shall mean calendar days.

**Section 5:** All grievances shall be administered in accordance with the following steps of the grievance procedure:

**STEP 1:** The grievance shall be reduced to writing and presented by the Union to the Director of the applicable Department within seven (7) days after the occurrence of the facts giving rise to the grievance or within seven (7) days after the employee should have reasonably become aware of such grievance. The Director or his or her designee shall meet with the grievant and/or steward and shall respond to the grievance in writing within ten (10) days after the Step 1 meeting.

**STEP 2:** If the matter is not satisfactorily resolved at Step 1, the Union may appeal the grievance to the Mayor or his or her designee within seven (7) days after receipt of the answer at Step 1. Such appeal to the Mayor shall be in writing. The Mayor or designee shall meet with the grievant and no more than two (2) Union representatives (one from the bargaining unit and one from AFSCME Ohio Council 8), and shall respond to the grievance in writing within fifteen (15) days after the Step 2 meeting.

**STEP 3:** If the grievance is not resolved at Step 2, the Union may submit the matter to arbitration by notifying the City in writing of its intent to arbitrate within forty-five (45) days of the Step 2 answer. The parties agree to select, through an alternate strike method, one of the following arbitrators:

Gregory Lavell

James Mancini

Nels Nelson

David Pincus

Robert Stein

In the event an arbitrator dies or retires, that arbitrator shall be replaced on the panel by one of the following arbitrators in the below-listed order:

1. Gregory Szuter
2. Greg Van Pelt
3. Johnathon Klein

If the arbitrator's lack of availability is discovered at the time of selection, or if at the time of selection, the selected arbitrator is unavailable to hold a hearing for ninety (90) days or more, the last-struck arbitrator shall become the selected arbitrator.

**Section 6: GRIEVANCE MEDIATION**

- i) Any grievance which has been appealed to arbitration may, upon agreement of the parties, be referred to grievance mediation. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall select a mediator from a list provided by the Federal Mediation and Conciliation Service, pursuant to that organization's rules for selection. The cost for any mediator shall be shared equally by the parties.
- ii) Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceedings shall be taken. Formal rules

of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference. If a resolution of the grievance is not reached, the grievance shall proceed to arbitration.

**Section 7:** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The parties shall equally bear the fees of the arbitrator and the cost, if any of the hearing room. Witnesses may be called by the Union or by the City and the party calling the witness shall bear the expense of fees or wages. The City shall cooperate in granting time off to witnesses called by the Union. Witnesses who are otherwise on duty shall be released from duty at the time they are needed to testify, and return to duty as soon as they have testified without loss of pay. The arbitrator's decision and award shall be in writing and issued within thirty (30) days from the date of the close of the record, or within thirty (30) days after receipt of final briefs. The arbitrator's decision shall be final and binding upon the parties hereto.

## **ARTICLE 14**

### **PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 1:** The Employer and Union agree to comply with State and Federal Laws prohibiting discrimination in the workplace.

**Section 2:** All references to employees in this Agreement designate both sexes, and wherever the female gender is used it shall be construed to include female and male employees.



**Section 3:** The Employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer's representative against any employee because of Union membership, or because of any activity in an official capacity on behalf of the Union and approved by the Employer as part of this Agreement.

**Section 4:** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

**Section 5:** The Union agrees not to interfere with the rights of employees not to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

## **ARTICLE 15**

### **SENIORITY**

**Section 1:** Seniority shall be an employee's uninterrupted length of continuous service with the City less any time for unpaid leaves of absences

**Section 2:** Upon request from the Union, the City will provide one (1) copy of the seniority list of all the employees in the bargaining unit every six (6) months. The seniority list shall contain a listing of the date of hire, name, address, last four digits of the social security number and pay rate.

**Section 3:** Seniority shall be broken (or terminated) when an employee:

- a) Resigns or leaves the City;
- b) Is discharged for just and proper cause;
- c) Is laid-off for a period of more than eighteen (18) consecutive months;
- d) Absent without leave for one (1) workday, without reporting off;

- e) Failure to report to work after a leave of absence has expired;
- f) Fails to report to work when recalled from layoff within ten (10) working days from the date on which the City sent the employee notice by certified mail (to the employee's last known address shown on the City's records).

**Section 4:** Bargaining unit seniority. Where specifically referenced in the contract, bargaining unit seniority shall be an employee's continuous length of service within any and all classifications in the bargaining unit.

## **ARTICLE 16**

### **PROMOTIONS AND JOB BIDDING**

**Section 1:** The Employer will determine when a vacancy exists or a new position is to be created and/or whether the vacancy or new position is to be filled.

**Section 2:** Vacancies and/or newly created positions within the bargaining unit shall be posted on bulletin boards for a period of five (5) working days. The posting shall include the following:

- 1) Position job title/assignment;
- 2) The location to which the job is assigned;
- 3) Hours of work;
- 4) The current rate of pay;
- 5) The current duties of the job;
- 6) Minimum qualifications for job;
- 7) Beginning and ending dates of the posting period.

**Section 3:** The City shall provide the Union a copy of each new vacancy posting as they occur.

**Section 4:** Employees shall place their application (bid) for the position in writing to the Department Head on a form provided by the City. The employer shall not be required to consider applications filed after the required posting period.

**Section 5:** Timely filed applications will be reviewed by the City along with applications from external candidates. Only those applications which meet the minimum qualifications for the job will be considered. Except for Service Department vacancies (excluding the Service Department Administrative Assistant), see below, the City shall fill vacancies based on its discretion.

**Section 6:** For Service Department vacancies (excluding the Service Department Administrative Assistant): Applications from within the Service Department will be considered first. The position will be awarded to the most qualified bargaining unit applicant (prior work record and performance, skills, education and ability), within the Department, with the most bargaining unit seniority prevailing only where the qualifications of the applicants are substantially the same. In the event that no bargaining unit employee from within the Service Department bids on the position, the City shall fill the opening within its discretion. Successful applicants to Laborer positions in the Refuse working-unit shall be placed into the wage scale at the “New Hire” rate for that classification. Successful “New Hire” applicants shall be paid at the “New Hire” rate.

**Section 7:** The successful bidder shall be awarded the vacant position within thirty (30) working days after the ending date of the posting period. An employee awarded a job under this Article will be required to satisfactorily complete a probationary period of sixty (60) calendar days. He will be considered to have satisfactorily completed his probationary period if at the end of the sixty (60) calendar days the employer feels he can perform the required duties with no more supervision than is required by other qualified employees on the same or similar jobs. An

employee who fails to qualify under this Section can be assigned to another position per the City's discretion and shall have no recourse to the grievance procedure.

**Section 8:** All Sections and Subsections in this Article shall, during periods of layoff, be applied in accordance with the provisions of the Layoff and Recall Procedures.

## **ARTICLE 17**

### **VACATIONS**

**Section 1:** All full-time members of the bargaining unit shall receive vacation with pay as set forth below. Part-time employees working an average of 25 hours per week covering a consecutive four-month or longer period shall accumulate vacation leave on the basis of one-fifth (1/5) day for each forty (40) hours of work. Vacation leave is granted to employees as a reward for satisfactory service and as an incentive for future service.

**Section 2:** Full-time employees shall earn vacation leave to be taken during the calendar year after it is earned as follows:

- a. From the date of employment to December 31 of the calendar year in which the employment commenced ("the Employment Year") and to the end of the fifth (5<sup>th</sup>) calendar year of continuous employment after the Employment Year, one day for each month worked up to a maximum of ten (10) days.
- b. From the end of the fifth (5<sup>th</sup>) calendar year to the end of the twelfth (12<sup>th</sup>) calendar year of continuous employment after the Employment Year, one and one-half (1 1/2) days for each month worked up to a maximum of fifteen (15) days.
- c. From the end of the twelfth (12<sup>th</sup>) calendar year to the end of the eighteenth (18<sup>th</sup>) calendar year of continuous employment after the Employment Year, one and two-thirds (1 2/3) days for each month worked up to a maximum of twenty (20) days.

- d. From the end of the eighteenth (18<sup>th</sup>) calendar year of continuous employment after the Employment Year, two and one-half (2 1/2) days for each month worked up to a maximum of twenty-five (25) days.

**Section 3:** Vacation leave cannot be accumulated from year to year. It must be taken during the first twelve (12) months following the anniversary year in which the vacation is earned; otherwise any balance is forfeited except that the Mayor may give written permission to carry over vacation leave because work by the City makes it impractical for the employees to use all of their vacation time in that calendar year. If an employee is discharged for cause, vacation pay shall be forfeited. If an employee voluntarily terminates employment or quits after giving thirty (30) days' notice, or is laid off, retires, dies or becomes permanently disabled, he or she shall receive the vacation pay he or she has accumulated or is entitled to receive. If the employee fails to give such notice all accumulated vacation pay shall be forfeited.

**Section 4:** Vacation leaves must be approved by management. A vacation schedule shall be posted by January 15<sup>th</sup> of each year. Employees shall have the ability to select vacation by February 1<sup>st</sup> of each year based on seniority within their job classification, and subject to the approval of management. Vacation submitted after February 1<sup>st</sup> shall be granted on a 1<sup>st</sup> come/1<sup>st</sup> serve basis, based on operational needs and upon approval of management.

## **ARTICLE 18**

### **SICK LEAVE**

**Section 1:** Full-time employees shall be entitled to, sick leave which shall be computed at the rate of 4.6 hours for every 80 hours of completed service, including paid holidays and paid vacation exclusive of overtime hours. Part-time employees working an average of twenty-five or

more hours per week, covering a consecutive four (4) month or longer period, shall be entitled to sick leave which shall accrue at the rate of 2.3 hours for every eighty (80) hours of completed service. Unused sick leave shall be cumulative up to 120 work days, unless more than 120 work days are approved by the Mayor. Any employee who accumulates during a calendar year additional sick leave of more than 120 days shall have the excess paid for at the rate of one (1) day's pay for each two (2) days' earned so that at the end of the calendar year the employee's accumulated total shall not exceed 120 days. Payment for such accumulation shall be not later than January 31st of the following year.

**Section 2:** Sick leave is defined as leave with pay granted when an eligible employee is necessarily absent from duty for any of the following reasons: (1) illness or injury which makes the employee unable to perform his or her duties or a hazard to others in the performance of such duty; (2) serious illness of a member of the employee's immediate family (parent, spouse, children) and (3) time off to visit a doctor or dentist for medical or dental care for the employee or the employee's minor children, unless such appointment is for a serious illness of an immediate family member as defined in this section. Sick leave shall be paid at the employee's regular rate of pay.

**Section 3:** To be eligible for paid sick leave, an employee who is to be absent on sick leave shall notify the City of such absence and the reason therefore at least one (1) hour before the start of his or her work shift for each day of absence. For absences due to scheduled procedures, appointments, etc., or due to circumstances known in advance, the employee, to be eligible for paid sick leave, is required to provide notice of the absence at the time the need for the absence becomes known.

**Section 4:** Sick leave may be used in segments of not less than one (1) hour.

**Section 5:** An employee absent for more than three (3) days in succession must supply a physician's report to be eligible for paid sick leave. In the event it is determined that an employee is using sick leave for reasons other than those defined in Section 2, the City may enforce stricter requirements for proof of future sick leave usage, for such employee.

**Section 6:** Accumulated sick leave shall, except as provided below, be forfeited upon termination of employment, whether by permanent layoff, discharge for cause, voluntary quit or retirement. If an employee retires, either regular or disability, or dies, in any case with between fifteen (15) but less than twenty (20) years of service with Pepper Pike, the employee shall be paid at retirement for accumulated sick leave at the rate of one (1) day's pay for every three (3) days accumulated. If an employee retires, either regular or disability, or dies, with 20 or more years of service with Pepper Pike, the employee shall be paid at retirement for accumulated sick leave at the rate of one (1) day's pay for every two (2) days accumulated. If an employee is rehired, previously accumulated sick leave forfeited on the prior termination is not reinstated.

**Section 7:** In the event of the death of a full-time employee, all of the remaining benefits hereunder shall be paid in accordance with prevailing state law first directly to the employee's surviving spouse or if there is none, then to the estate as a lump sum, single payment.

**Section 8:** The City reserves the right to implement a no-fault attendance policy. The City will notify the Union prior to implementing such a policy and will meet and confer with the Union regarding the policy.

## **ARTICLE 19**

### **LEAVES OF ABSENCE**

**Section 1:** Employees who have completed their probationary period may be granted a personal leave of absence without pay for good cause shown, for a period not to exceed three (3)

months. The granting of such leave will be within the discretion of the Mayor with consideration toward the operational needs of the City. Application for such leave shall be made in writing to the Mayor at least one (1) week prior to the beginning of said leave. Fringe benefits shall not continue nor accumulate during a personal leave. An employee may, upon notification of one (1) week, return to work prior to the expiration of a person's leave of absence, if such early return is agreed to by the City.

**Section 2:**    Family and Medical Leave. The parties agree to comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA). The parties further agree that the Employer reserves the right to develop policies in order to implement the FMLA.

## **ARTICLE 20**

### **BEREAVEMENT LEAVE**

**Section 1:**    For full-time employees, bereavement leave shall be granted for up to three (3) days after the death of a member of an employee's family. For purposes of this section, an employee's family includes his or her spouse, child, including step-child, grandchild, parent, current parents-in-law, step-parents, sister and brother; grandparents, brother-in-law or sister-in-law. This leave shall not be deducted from the employee's accumulated sick leave or other accrued time off.

## **ARTICLE 21**

### **JURY DUTY**

**Section 1:**    An employee serving on jury duty will be excused with pay for the time lost during his or her scheduled work week, provided that he or she turns in to the City any pay received for such jury service.



## ARTICLE 22

### HOLIDAYS

**Section 1:** Full-time employees shall receive the following paid holidays/personal days:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Four (4) Personal days
Labor Day	

**Section 2:** If any of the holidays set forth above falls on a Saturday, the preceding Friday will be observed. If any of the holidays set forth above falls on a Sunday, the following Monday will be observed.

**Section 3:** Holiday pay shall be paid at the rate of eight hours per day at the employee's regular rate of pay. Newly-hired employees shall receive a pro-rated number of the above-referenced personal days in the first calendar year (January 1<sup>st</sup> to December 31<sup>st</sup>) in which they are hired. (Ex. an employee hired on or before March 31<sup>st</sup> shall receive four (4) personal days; an employee hired between April 1<sup>st</sup> and June 30<sup>th</sup> shall receive three (3) personal days, etc.)

**Section 4:** All full-time employees required to work on a holiday shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked, in addition to their holiday pay.

**Section 5:** For an employee to receive holiday pay, he/she must work their entire scheduled shift the day before and after the holiday unless on an approved vacation or personal day, or on a sick day where the employee has presented a certificate from a licensed physician immediately upon return to work.

**Section 6:** An employee called in to work on Thanksgiving Day, Christmas Day or New Year's Day shall be paid two (2) times their regular rate of pay for said hours worked.

**ARTICLE 23**

**UNIFORMS**

**Section 1:** Where the City requires specified uniforms (Pepper Pike logo, specific color or material) the City shall provide and replace said uniforms as it determines.

**ARTICLE 24**

**WAGES**

Effective January 1, 2020 all members of the bargaining unit shall receive a three percent (3.0%) wage increase. Employees shall be paid the following hourly wage rates:

<u>Classification</u>	Employees hired prior to October 1, 2012 <u>Wage Rates</u>	Employees hired on or after October 1, 2012 <u>Wage Rates</u>
Assistant Clerk of Police Records (part-time)	\$20.71	\$15.53
Bookkeeper-A/P	\$30.58	\$22.95
Bookkeeper-Payroll	\$27.81	\$20.87
Building Department Administrative Assistant	\$24.01	\$18.11
Crew Leader	\$34.63	\$25.99
Finance Clerk (part-time)	\$17.94	\$13.45
Fire Department Administrative Assistant	\$27.20	\$20.41
Laborer*	\$33.63	\$25.24
Lead Mechanic	\$34.34	\$25.75
Mechanic	\$33.86	\$25.40
Police Administrative Assistant	\$27.40	\$20.56
Service Department Administrative Assistant	\$23.69	\$23.69

Effective January 1, 2021 all members of the bargaining unit shall receive a three percent (3.0%) wage increase. Employees shall be paid the following hourly wage rates:

<u>Classification</u>	Employees hired prior to October 1, 2012 <u>Wage Rates</u>	Employees hired on or after October 1, 2012 <u>Wage Rates</u>
Assistant Clerk of Police Records (part-time)	\$21.33	\$16.00
Bookkeeper-A/P	\$31.50	\$23.64
Bookkeeper-Payroll	\$28.64	\$21.50
Building Department Administrative Assistant	\$24.74	\$18.65
Crew Leader	\$35.67	\$26.77
Finance Clerk (part-time)	\$18.48	\$13.85
Fire Department Administrative Assistant	\$28.02	\$21.02
Laborer*	\$34.64	\$26.00
Lead Mechanic	\$35.37	\$26.52
Mechanic	\$34.88	\$26.16
Police Administrative Assistant	\$28.22	\$21.18
Service Department Administrative Assistant	\$24.40	\$24.40

Effective January 1, 2022 all members of the bargaining unit shall receive a two and one-quarter percent (2.25%) wage increase. Employees shall be paid the following hourly wage rates:

<u>Classification</u>	Employees hired prior to October 1, 2012 <u>Wage Rates</u>	Employees hired on or after October 1, 2012 <u>Wage Rates</u>
Assistant Clerk of Police Records (part-time)	\$21.81	\$16.36
Bookkeeper-A/P	\$32.21	\$24.17
Bookkeeper-Payroll	\$29.28	\$21.98
Building Department Administrative Assistant	\$25.30	\$19.07
Crew Leader	\$36.47	\$27.37
Finance Clerk (part-time)	\$18.90	\$14.16
Fire Department Administrative Assistant	\$28.65	\$21.49
Laborer**	\$35.42	\$26.59
Lead Mechanic	\$36.17	\$27.12
Mechanic	\$35.66	\$26.75
Police Administrative Assistant	\$28.85	\$21.66
Service Department Administrative Assistant	\$25.01	\$25.01

Employees hired prior to October 1, 2012 who obtain a Crew Leader position shall be placed at the higher rate.

The City may hire new mechanics at any rate falling within the new-hire and top-tier wage rates.

The City, within its discretion, may convert the Crew Leader position into a temporary assignment such that the employee so assigned will receive the Crew Leader rate only when so working and assigned as a Crew Leader. The current Crew Leader as of April 1, 2017 is excluded from this modification.

\*\*The City, within its discretion, may hire part-time Laborers at a starting rate of between \$17.50 per hour and the hourly rate identified above for Laborers hired on or after October 1, 2012.

There shall be no stipend for the performance of Council-Clerk duties. If the City employs a non-“seasonal” Clerk of Council it shall negotiate a wage rate with the Union.

## **ARTICLE 25**

### **LONGEVITY COMPENSATION**

**Section 1.** Each full-time employee hired prior to October 1, 2012 shall, on or about October 15<sup>th</sup>, receive an annual lump sum payment based upon full years of service as of December 1<sup>st</sup> as follows:

5 years but less than 13 years	1% of base salary
13 years but less than 20 years	2% of base salary
20 or more years	3% of base salary

**Section 2.** Time served by an employee during any probationary period shall be included in computing eligibility for longevity pay. Any interruption in the service of an employee, except for allowed vacations, holidays, sick leave and authorized leaves of absence (including military

leave), shall be deemed a termination of such employee's tenure in office for the purpose of determining eligibility for longevity pay. "Eligible Employee" means an employee hired prior to October 1, 2012. Employees hired on or after October 1, 2012 shall not receive a longevity benefit.

## **ARTICLE 26**

### **SPECIAL LICENSES**

**Section 1:** The City shall pay for all testing, licenses and renewal fees employees are required to hold. Employees shall be provided time off with pay, at the discretion of the Department Head, when taking City of Pepper Pike required examinations required for their City employment.

## **ARTICLE 27**

### **HOURS OF WORK**

**Section 1:** The regular work week for full-time employees covered by this agreement shall be forty (40) hours per week. The reference to a regular workweek shall in no way be construed as a guarantee of a 40-hour workweek. However, the City will not reduce the regular workweek of current full-time employees for the sole purpose of replacing their reduced hours with part-time or seasonal employees. Such restriction shall not impede the City's right to lay off employees. Prior to changing the regular schedules of full-time employees, the City shall meet and confer with the Union.

**Section 2:** Overtime compensation, when approved by the employee's supervisor, shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours in any such workweek. Sick leave shall not be counted as hours worked for purposes of overtime computation (but holidays, compensatory time and vacation time shall be counted). However, if the City implements a no-fault attendance policy as referenced under Article 18, Section 8, sick

leave will be counted as hours worked for purposes of overtime compensation, commencing with the date of implementation of a no-fault attendance policy.

**Section 3:** In lieu of overtime pay as provided above, an employee may elect to receive overtime hours at the rate of one and one-half (1 ½ ) hours of time off for each hour of overtime worked, as compensatory time off, not to exceed forty-eight (48) hours of accumulated time off at any time. Such accumulated time off may be taken at the employee's discretion with approval of the department head, and in accordance with the rules established by the City.

**Section 4:** Whenever approved by the employee's supervisor, employees called into work at a time not contiguous to their shift, shall be compensated for the time spent or three (3) hours, whichever is greater.

**Section 5:** There shall be no pyramiding of overtime.

**Section 6:** Except in instances of a continuation of a work assignment at the end of an employee's shift, overtime within the Service Department will be offered to qualified bargaining unit employees, based on City-wide seniority, within the working-unit (roads, refuse, and mechanics) where the work is needed. If additional employees are needed, it will be offered to qualified bargaining unit employees based on City-wide seniority, from other working-units. The City may assign work on an overtime basis to a foreman irrespective of this Section, based on demonstrable operational need.

## **ARTICLE 28**

### **SUB-CONTRACTING**

**Section 1:** Prior to privatizing or subcontracting any work normally performed by bargaining unit employees which would lead directly to the layoff of bargaining unit employees, the City agrees to meet with the Union to discuss alternatives to subcontracting. The City shall provide

the Union with a copy of any Request for Proposal prior to putting it out for bid. The City shall also provide the Union with any existing cost information, performance audits, specifications, or other information it requires to propose an effective alternative to subcontracting.

## **ARTICLE 29**

### **LAYOFF AND RECALL**

**Section 1:** The City retains the right to lay off employees. Employees shall be laid off according to their job classification and then according to bargaining unit seniority in the following order:

1. Seasonal employees
2. Part-time employees
3. Full-time employees.

**Section 2:** Employees shall be provided no less than fourteen (14) days advance notice of layoff. A full-time employee subject to layoff shall have the right to bump within the department the least senior employee in a previously held classification for which he is qualified to perform the work. (An employee may only bump employees with less bargaining unit seniority.) A full-time employee who has been bumped from his classification shall be afforded these same rights to bump an employee with lesser bargaining unit seniority. Bumping will only be allowed in order to avoid a direct layoff from the City.

**Section 3:** It shall be the option of the employee as to whether he shall exercise his seniority rights to bump or take a direct layoff from the City. Said option of the employee shall be exercised within three (3) working days of his notification of layoff.

**Section 4:** Full-time employees shall retain recall rights for eighteen (18) months following their date of layoff. Full-time employees shall be recalled in reverse order of layoff. Employees

recalled from layoff shall be provided no less than ten (10) days advance notice of their return-to-work date. Failure to appear for work following recall shall result in the termination of the employee.

## **ARTICLE 30**

### **MEDICAL INSURANCE**

**Section 1.** The City shall maintain current health insurance benefits for full-time employees and their eligible dependents and otherwise as defined below. (See, Attachment 1). The City, at its option, may also offer a Health Savings Account (“HSA”) plan, with terms to be determined by the City. Employees may elect coverage under the HSA plan as an alternative to the PPO plan during designated enrollment periods. Employees who elect PPO or HSA coverage (if offered) shall contribute fifteen percent (15%) of the COBRA rate per month for the duration of this Agreement for such coverage. Employees who elect vision coverage shall pay one hundred percent (100%) of the premium costs, and employees who elect dental coverage shall pay fifty percent (50%) of the premium costs. The deduction from pay of all premium contributions shall be made in two equal installments from the first and second pay of each month.

Substantially similar health insurance benefits (substantially similar deductibles, co-payments, etc.) may be substituted. Likewise, the City reserves the right to modify insurance benefits which may result in modification to those doctors and hospitals considered to be “in-network” or “out-of-network.” The City retains the right to change carriers or remain self-insured under the conditions outlined in this paragraph. Prior to any change to comparable coverage, the City shall advise the Union of the proposed coverage. Any disagreement regarding “substantially similar” may be the basis of a grievance and may, upon the request of either party, be resolved through the grievance and arbitration procedure of this Agreement.



The parties recognize that due to legal requirements, the City could be categorized as a “community-rated” employer thereby limiting its ability to purchase insurance only to those plans on file with the State of Ohio. As a result, it will meet with the City by September 30, of each year to discuss possible modifications to the contract to address circumstances which may arise from “community-rating” and the City’s insurance renewal process.

**Section 2.** An employee whose spouse has available health care coverage at the spouse’s place of employment but elects coverage under the City’s medical insurance plan for the spouse and/or his/her dependents shall be surcharged an additional two hundred dollars (\$200.00) per month.

**Section 3.** Employees who choose not to be covered by the City’s medical insurance plan shall be paid \$134.62 per pay period (\$3,500 annually) as additional compensation. Such employees shall be subject to enrollment rules of the City’s medical insurance plan if they later choose to re-enroll, including rules regarding pre-existing health conditions.

## **ARTICLE 31**

### **MISCELLANEOUS**

**Section 1:**

**MEDICAL EXAMINATIONS** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such examination occurs while the employee is off duty.

**Section 2:**

**BULLETIN BOARDS** The Union will be allowed one (1) bulletin board for official Union notices. The bulletin board shall be placed in the Service Department lunch room. Any Union-related postings shall be posted on the Union bulletin board and not on other bulletin boards

located on the City's premises. Postings shall not contain profane or offensive material nor material which disparages the City or employees of the City. Postings shall not contain attacks upon and/or favorable comments regarding a candidate for public office or for office in any employee organization.

**Section 3:**

**PRIVATE VEHICLES** Employees who are required to use their private vehicle for City business shall be reimbursed for mileage in accordance with City policy. Such reimbursement shall not be made unless such use is authorized in advance by the Department Head or his or her designee.

**Section 4:**

**TOOLS AND EQUIPMENT** The City shall provide tools and equipment to employees for the proper and safe operation of their jobs. Where mechanics are required to provide their own tools in accordance with current practice, the City shall continue to provide and assume the cost of insurance coverage on employees' personal tools used for City business.

**Section 5:**

**PRIOR PUBLIC EMPLOYMENT** Effective July 1, 2012, employees who have been employed previously by another public-sector employer shall not carry over any accrued sick leave or vacation when commencing employment with the City.

**ARTICLE 32**

**TEMPORARY TRANSFERS**

**Section 1.** A temporary transfer to another job classification shall not exceed forty-five (45) calendar days, except:

- a) To fill a position while an employee is on sick leave or other approved leave of absence;

- b) To provide vacation relief scheduling;
- c) To meet an emergency; or
- d) To fill a vacancy while job posting, bidding, and selection procedures take place.

**Section 2.** When an employee is temporarily transferred to another job classification / duties, and he is assigned to the position for four (4) consecutive hours or longer, his rate of pay shall be as follows, but with the employee remaining within his “new-hire” or “grandfathered” pay tier:

- a) If the rate of pay for such other job classification / duties is lower than the employee’s regular rate, said employee shall receive their regular rate.
- b) If the rate of pay for such other job classification / duties is higher than the employee’s regular rate, said employee shall receive the higher rate.

**Section 3.** Temporary transfers shall not be utilized for the purpose of not filling a full-time position.

### **ARTICLE 33**

#### **HEALTH AND SAFETY**

**Section 1:** The City agrees to maintain in safe working condition, all vehicles, equipment, and tools to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the City, and for properly using and caring for all tools and equipment furnished by the City. Any matters pertaining to health and safety can be presented to the Joint Labor Management Committee.

### **ARTICLE 34**

#### **PERS SALARY DEDUCTION**

**Section 1:** The City shall reduce the pay of each employee in an amount required by the laws and rules applicable to the Public Employees’ Retirement System (“PERS”). The City shall

forward the amount deducted from each employee to PERS and will also forward to PERS those contributions required of the City under the applicable laws and rules.

## **ARTICLE 35**

### **SEVERABILITY**

**Section 1:** If the enactment of state or federal 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein. The parties shall meet within thirty (30) days of such enactment or determination and attempt to negotiate a lawful successor provision.

## **ARTICLE 36**

### **DURATION OF AGREEMENT**

**Section 1:** This Agreement shall remain in full force and effect from the date of ratification (April 22, 2020) through December 31, 2022, and from year to year thereafter unless either party shall notify the other of its desire to amend, modify or terminate the Agreement which notice shall be given between sixty (60) and ninety (90) days prior December 31, 2022, or December 31 of any subsequent year. In the event that notice to modify is given, then the Agreement shall continue in full force and effect until a new Agreement is reached or until either party gives the other thirty (30) days notice of its desire to terminate in which event the Agreement shall terminate on the thirty-first (31st) day after receipt of such notice but in no event prior to midnight December 31, 2022 or midnight December 31 of any subsequent year. If the original notice is one to terminate,

then the Agreement shall terminate on December 31, 2022 or December 31 of any subsequent year, as applicable.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22<sup>nd</sup> day of April, 2020 at Pepper Pike, Ohio.

**FOR AFSCME Local 1097, AFL-CIO**

  
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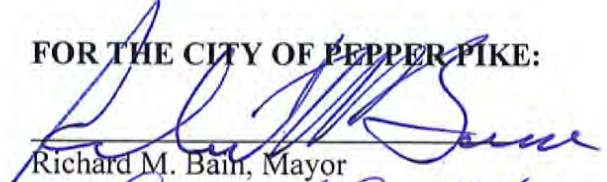
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**FOR OHIO COUNCIL 8:**

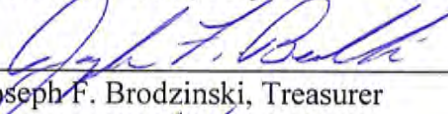
  
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Date: 5/4/2020

**FOR THE CITY OF PEPPER PIKE:**

  
\_\_\_\_\_

Richard M. Bain, Mayor

  
\_\_\_\_\_

Joseph F. Brodzinski, Treasurer

Date: 5/4/20

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

5/4/20  
Date

Joseph F. Brodzinski  
Joseph F. Brodzinski, Treasurer  
City of Pepper Pike, Ohio

2419-20-01

# Current Plan Design

City of Pepper Pike - Renewal Meeting

**Benefit Summary**

**PPO Option 1 5 RX T19 Core & Select**

**General Plan Information**

	In-Network	Out-of-Network
Annual Deductible/Individual	\$250	\$750
Annual Deductible/Family	\$500	\$1,500
Coinsurance	20%	50%
Office Visit/Exam	\$25 copay	50%
Office Visit/Exam (Select)	\$5 copay	50%
Outpatient Specialist Visit	\$50 copay	50%
Annual Out-of-Pocket Limit/Individual	\$2,500	\$7,500
Annual Out-of-Pocket Limit/Family	\$5,000	\$15,000
Inpatient Hospital Services	20%	50%
Surgical Services	20%	50%
Emergency Services		\$350/20%
Urgent Care	\$75 copay	50%
Prescription Drug Benefits		

**Retail**

	Level 1 Pharmacy	Level 2 Pharmacy	Non- Network
Generic / Tier 1	\$10	\$20	50% min \$70
Brand (Formulary/Preferred) / Tier 2	\$40	\$50	50% min \$70
Brand (Non-Formulary/Non-preferred) / Tier 3	\$70	\$80	50% min \$70
Specialty / Tier 4	25% w/ \$350 max	25% w/ \$450 max	50% min \$70

**Mail Order**

Generic / Tier 1	\$20	Not Covered
Brand (Formulary/Preferred) / Tier 2	\$120	Not Covered
Brand (Non-Formulary/Non-preferred) / Tier 3	\$210	Not Covered
Specialty / Tier 4	25% w/ \$350 max	Not Covered

# Current Plan Design

## City of Pepper Pike - Renewal Meeting

### Benefit Summary

### HSA Option E1 (Embedded) RX T21

#### General Plan Information

	In-Network	Out-of-Network
Annual Deductible/Individual	\$2,700	\$8,100
Annual Deductible/Family	\$5,400	\$16,200
Coinsurance	0%	50%
Office Visit/Exam	0%	50%
Office Visit/Exam (Select)	0%	50%
Outpatient Specialist Visit	0%	50%
Annual Out-of-Pocket Limit/Individual	\$3,500	\$10,500
Annual Out-of-Pocket Limit/Family	\$7,000	\$21,000
Inpatient Hospital Services	0%	50%
Surgical Services	0%	50%
Emergency Services	0%	0%
Urgent Care	0%	50%

#### Prescription Drug Benefits

#### MEDICAL DEDUCTIBLE FIRST THEN COPAYMENTS

Retail	Level 1 Pharmacy	Level 2 Pharmacy	Non- Network
Generic / Tier 1	\$10	\$20	50%
Brand (Formulary/Preferred) / Tier 2	\$40	\$50	50%
Brand (Non-Formulary/Non-preferred) / Tier 3	\$70	\$80	50%
Specialty / Tier 4	25%; \$350 max	25%; \$450 max	50%

#### Mail Order

Generic / Tier 1	\$20	Not Covered
Brand (Formulary/Preferred) / Tier 2	\$120	Not Covered
Brand (Non-Formulary/Non-preferred) / Tier 3	\$210	Not Covered
Specialty / Tier 4	25%; \$350 max	Not Covered