

**SIDE LETTER #1 – CONTINUATION OF HEALTH INSURANCE FOR 2022
City of Gahanna and F.O.P., Ohio Labor Council, Inc.**

The City of Gahanna (the “City”) and the F.O.P., Ohio Labor Council, Inc. (“OLC”) have agreed to change health care benefit plans beginning in calendar year 2023. During this transition period, up through December 31, 2022, the parties have agreed that the health care benefits shall be the same as those provided by the City in the parties’ Collective Bargaining Agreement (CBA) covering the period January 1, 2019 through December 31, 2021. In addition, a signing bonus of \$500 in year 2023 and \$500 in year 2024 will be issued to each member. At the member’s option, the signing bonus may be added to the member’s Health Savings Account during open enrollment.

For clarity, the following provisions will remain in place until January 1, 2023, at which time Article 22 of the parties’ CBA then in-effect will be implemented:

22.1 Medical Insurance. The City will continue to provide comprehensive hospitalization, surgical, major medical, additional physicians’ services coverage, and prescription drug coverage for the duration of this Agreement. The City will pay the monthly premium for single, employee + child(ren), employee + spouse and family coverage except for the employee contributions set forth below:

| Plan Options | Preferred Provider Plan 1 | Preferred Provider Plan 2 |
|---------------------|----------------------------------|----------------------------------|
| | 15%, 10%, 6% | 50% of the Plan 1 cost |

Employees and their spouses shall have the option of participating in the City's wellness program. Participation shall be defined the employee and spouse completing the following in the timeframe specified by Human Resources:

- A. The annual Health Risk Assessment;
- B. Completion of the annual biometrics screening, which includes a screening of employee and spouse for the presence of nicotine. Test results of 2.0ng/ml or higher for nicotine or a level of cotinine at 20.0ng/ml shall constitute a positive result.
- C. Signing the annual participation agreement.
- D. Employee participating in an educational activity (to include attendance of the annual City Health Fair, attending an Open Enrollment Session or the viewing of two wellness webinars as approved by the City's Human Resources Department).

If a participant is unable to meet the negative nicotine/cotinine level requirement for a reward under this wellness program, the participant could qualify for an opportunity to earn the same rewards by different means. Information will be provided by Human Resources annually.

The employee portion of the monthly medical insurance premium shall be determined as follows:

Employee Only, or Employee + Child(ren) Coverage

15%: Employee does not participate in the wellness program

10%: Employee participates in the wellness program and tests positive for nicotine

6%: Employee participates in the wellness program and does not test positive for nicotine

Employee + Spouse or Family Coverage

15%: Neither employee nor the covered spouse participates in the wellness program; OR Employee participates in the wellness program and tests positive for nicotine, but the covered spouse does not participate in the wellness program

10%: Employee and covered spouse participate in the wellness program and one or both test positive for nicotine OR Employee participates in wellness program and does not test positive for nicotine, but the covered spouse does not participate in the wellness program

6%: Employee and covered spouse participate in the wellness program and neither test positive for nicotine.

New Hires

Employees hired after July 1 in a calendar year shall not participate in the program for that calendar year and shall contribute six percent (6%) to the monthly premium for single and/or family coverage for the calendar year. Thereafter, contributions shall be as defined above.

Except for the biometric presentation for nicotine and/or cotinine as identified in this section, participation in the program does not include any requirements that the employee and/or spouses reach any goals, measure or scores under the program. Nicotine and Cotinine positive results impact on premiums will be effective January of the following calendar year.

22.2 Prescription Drugs. Prescription drug coverage will be provided as specified in the Summary Plan Description.

22.3 Dental Insurance. The City will continue to provide, at no cost to the employee or his or her family, a fully paid dental insurance plan at least equivalent to that which was in effect on December 31, 2012.

22.4 Life Insurance. The City will continue to provide fully-paid life insurance for members in an amount equal to twice the member's annual salary or fifty thousand dollars (\$50,000.00),

whichever amount is greater, on the life of each member with a provision for double that amount additional coverage in the event of accidental death or dismemberment.

22.5 Cost Containment. If premium rates increase during the life of this Agreement by more than 8%, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage, and alternate means of providing coverage. The employees recognize the right of the City to secure alternate insurance carriers and to modify insurance coverage so as to continue to provide equivalent or better benefits, which measures may be used to maintain or lessen premium costs.

In the event that the Central Ohio Health Care Consortium Plan is no longer available or a viable option, or in the event that the cost increases by 25% or more, including any special assessments, then the parties will meet to bargain over possible replacement coverage.

The City agrees to meet and discuss any proposed modifications in the insurance plan or change of carrier prior to the time any modifications or change of carrier would be implemented.

22.6 Vision Insurance. The City will provide, at no cost to the member or his or her family, a fully paid vision care insurance plan to cover the member and his or her family.

22.7 Waiver of Coverage. Employees who waive comprehensive hospitalization, surgical, major medical, additional physician's services coverage, and prescription drug shall be paid an annual amount of \$1,200.00. Employees who waive for his or her spouse comprehensive hospitalization, surgical, major medical, additional physician's services coverage, and prescription drug in favor of single coverage shall be paid an annual amount of \$600.00.

Employees may elect such waiver(s) annually at the time of enrollment. Employees shall be paid one-half (1/2) of their waiver(s) amount due by July 1 of the year waived and the remaining one-half (1/2) shall be paid by December 31 of the same year. Employees waiving coverage shall provide proof of coverage for such person waived.

22.8. Patient Protection and Affordable Care Act (PPACA).-Recognizing that final rules and regulations under the Patient Protection and Affordable Care Act of 2010 could require changes in benefits and/or administration of the group coverage provided under this Article, the City and the FOP/OLC agree to meet and discuss steps needed to implement the required changes.

22.9. New or Additional Health Insurance Options. It is the City's intent to offer the two plan options in 22.1 for the duration of this contract, however If during the term of this Agreement, the City makes available a new or additional health insurance option for which the members would be eligible, the Members shall have the option of enrolling in such Plan in lieu of any other health insurance provided by the City, on the same terms and conditions applicable to the City employees enrolled in such Plan.

For the FOP, Ohio Labor Council:

Date: _____

For the City of Gahanna:

Laurie Jadwin
Mayor

Date: _____