STEELWORKERS HEALTH & WELFARE FUND
PARTICIPATION AGREEMENT

This Participation Agreement is entered into by and between City of Gahanna ("Employer") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW") acting on behalf of Local 09110 ("Union") to implement the terms and conditions of their collective bargaining agreement dated _____, 20____ ("CBA") with respect to the provision of certain health and/or other welfare benefits to eligible employees.

1. **Trust Agreement**. The Employer and the Union each agree to be legally bound by the Steelworkers Health and Welfare Fund Agreement and Declaration of Trust, as it may be amended from time to time, which is incorporated by reference into this Agreement.

2. **Benefits**. The Fund will provide eligible employees with coverage under the following benefit programs*:*

    ➢ Medical Plan: PPO 90/70
    ➢ Prescription Drug: $5/$10 Retail; $10/$20 Mail Order
    ➢ Dental Plan: B
    ➢ Vision Plan: Annual Plan

    Notwithstanding any other provision of this Participation Agreement, if the Fund provides any of the benefit programs selected above through a third-party carrier, and the carrier stops offering the program, the Fund may cease to provide coverage under that program effective on the date on which the carrier stops offering the program ("program termination date") by providing notice to the Employer and the Union at least 90 days in advance of the program termination date, and the Employer will have no further obligation under Section 4 to make contributions for coverage under the program after the program termination date.

3. **Eligibility**. Unless specifically excluded in this Section 3, each common law employee who works in a job classification covered under the CBA is eligible for the benefits described in Section 2 above, so long as the employee makes the applicable employee contribution, if any.

Bargaining Unit Employees

(a)   Effective date of coverage

    (1) Coverage effective date for the employee:
        ➢ First of the month following the date the employee begins active work

    (2) Coverage effective date for dependents (*please refer to the Plan document for the definition of eligible dependents):*
        ➢ Same date as employee

    (3) Employees excluded from coverage (*describe*): _____

(b)   Termination of coverage

    (1) Date of termination of coverage upon termination of employment:
        ➢ Last date of month in which termination of employment occurred

    (2) Date of termination of coverage upon retirement:
        ➢ Last date of month in which retirement occurred

    (3) Date of termination of coverage upon layoff:
        ➢ Last date of month in which layoff occurred

    (4) Date of termination of coverage upon disability:
        ➢ Last date of the month in which the employee is no longer paid by the city, but instead, by the Public Employee Retirement System Disability Plan.

    (5) Date of termination of coverage upon other absence from work (describe *absence and date of termination of coverage:)* Upon official date of termination set by the city

4. **Contributions**.

(a) <u>Initial Period</u>. For the period beginning on the first day of January, 2017, and continuing through the last day of December, 2017, the Employer shall make payments to the Fund at the rates set forth below on behalf of each eligible employee described in Section 3 above.

	Individual	Employee/ Child	Employee/ Children	Employee/ Spouse	Family
Medical Plan: PPO 90/70	$526.43	$1,221.32	$1,221.32	$1,410.83	$1,674.04
Prescription Drug: $5/$10 R; $10/$20 MO	$215.29	$ 592.12	$ 592.12	$ 592.12	$ 592.12
Dental Plan: B	$ 23.06	$ 46.10	$ 64.27	$ 46.10	$ 64.27
Vision Plan: Annual Plan	$ 4.31	$ 8.60	$ 10.28	$ 8.60	$ 10.28
Fund Administrative Fee	$4.00 per member per month				

(b) <u>Subsequent Periods</u>. For any period beginning with the expiration of the rates listed in Section 4(a) above and continuing through the expiration of this Agreement, the Employer shall make payments to the Fund at the rates prescribed by the Board, or its authorized agent, on behalf of each eligible employee described in Section 3 above. Each period for which a particular rate is in effect is considered to be a "Subsequent Period." No increase in rates will take effect before the first day of the month next following the expiration of the 90-day period after notice of the increase was furnished to the Employer and the Union.

(c) <u>Partial Coverage Months</u>. Contributions are due for each eligible employee for each month during which the eligible employee was provided with coverage except that, for individuals who were eligible employees for only part of a month, contributions shall be paid as follows:

(1) New Coverage: Contribution is due only if employee became eligible before the 16th day of the month for which coverage is provided.

(2) Termination of Coverage: Contribution is due only if employee ceased to be an eligible employee after the 15th day of the month for which coverage is provided.

(d) <u>Contribution Due Date</u>. All contributions are due no later than (1) the 10th day of the month or (2) the 15th day of the month in the event that ACH Debit Authorization has been granted to the Fund, for which the benefits attributable to such contributions are provided.

5. **Adjustment of Rates.** In the event the total number of employees enrolled for any benefit described in Section 2 above during the Initial Period or any Subsequent Period increases or decreases by twenty percent (20%) or more from the number of employees enrolled as of the first day of that period, the Fund reserves the right to adjust the contribution rates charged for any benefit for the rest of that period to reflect the change in enrollment. The Fund shall notify the Employer and the Union of any such adjustment no later than 90 days before the effective date of the adjustment.

6. **Limitation on Employee and Dependent Contributions**. The monthly contribution rate, if any, charged by the Employer to an employee for any type of coverage (including coverage for dependents) may not exceed 25% of the total contribution rate for such type of coverage.

7. **Waiver of Coverage.** If the Employer requires a monthly contribution from an employee for any type of coverage (including coverage for dependents), and the employee either declines coverage as of the initial eligibility date or fails to pay the employee contribution for any subsequent month and loses coverage as a result, coverage will not be reinstated until the first day of the month following the end of an annual open enrollment period or, if there is no annual open enrollment period, the next renewal date under the contract between the Fund and the provider.

8. **Obligations With Respect to COBRA**. The Fund acknowledges that it is responsible for providing COBRA coverage to eligible covered employees and their eligible dependents under section 4980B(f) of the Internal Revenue Code. To enable the Fund to satisfy its COBRA obligations under section 4980B(f) of the Internal Revenue Code, and as required of the Employer under that section, the Employer will notify the Fund of the following qualifying events as that term is defined under that section with respect to its employees including any retirees covered by the Fund as of the date of the qualifying event, within 30 days of the qualifying event: (1) the death of the covered employee; (2) the termination (other than by reason of such employees' gross misconduct), or reduction of hours of the covered employees' employment; (3) the covered employee becoming entitled to benefits under title XVIII of the Social Security Act; or (4) a proceeding in a case under title 11, United States Code, if any retirees are covered under this Agreement. The Employer agrees to comply with any statutory changes in its notification obligations that become effective during the term of this Agreement. The Employer agrees to indemnify the Fund against all losses that the Fund incurs as a result of the Employer's failure to comply with its notification obligations set forth in this Section 8.

9. **Complete Agreement**. This Agreement is the sole and total agreement between the Employer and the Union with respect to benefits identified herein. If any other agreement between the Employer and the Union (including the CBA) contains provisions inconsistent with this Agreement, those inconsistent provisions shall have no force and effect with respect to the obligations and agreements under this Agreement.

10. **Applicable Law**. This Agreement is subject in all respects to the provisions of the Labor-Management Relations Act of 1947, as amended, and to any other applicable laws.

11. **Fund Obligations**. The Employer and the Union understand that the Fund shall not be obligated to provide benefits to any eligible employee (i) unless and until the Board's authorized agent accepts this Agreement by signing where indicated below, and (ii) with respect to any period for which the Employer does not make the full payments to the Fund described in Section 4.

12. **Assignment**. Neither the Employer nor the Union may assign any of its rights or obligations under this Agreement to another party without the advance written consent of the Fund.

13. **Amendment**. This Agreement may be amended at any time by the written consent of the Employer, the Union and the Fund.

14. **Term.** The provisions of this Agreement shall become effective as of the first day of January, 2017, and shall remain in effect until the last day of December, 2017. The termination of this Agreement shall not relieve the parties hereto of any statutory or contractual obligation to continue to provide health and/or welfare benefits to any eligible employee covered by this Agreement or to make all contributions owed to the Fund.

IN WITNESS WHEREOF, the Employer and the Union hereby execute this Agreement effective as of the date specified in Section 14 above.

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION AFL-CIO-CLC on behalf of Local No. 09110

CITY OF GAHANNA
Employer

By: _____
Title

By: _____
          International President

Attest: _____

By: _____
          International Secretary/Treasurer

By: _____
          International Vice President

By: _____
          International Vice President

By: _____
          Director

By: _____
          Staff Representative

Accepted on behalf of the Steelworkers

Health and Welfare Fund on _____, _____,

By: _____
          Acting Executive Director