

**ORDINANCE NO. 80-17****AN ORDINANCE AMENDING SECTION 31.16 OF THE SALARIES AND BENEFITS CODE OF THE CITY OF MEDINA, OHIO RELATIVE TO GROUP HOSPITALIZATION, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio presently reads as follows relating to Group Hospitalization:

**SECTION 31.16 GROUP HOSPITALIZATION INSURANCE.**

(A) Effective August 1, 2014, all full time employees, unless specified differently in union contracts, shall pay an amount equal to twelve percent (12%) of the monthly premium for such plan. (Ord. 187-02, 1-04, 42-07, 131-08, 134-11, 97-14)

Effective October 1, 2014, the employee healthcare contribution shall increase to sixteen percent (16%) for those employees who fail to satisfy the Wellness Program obligations set out in the attachment and to specify that, beginning in 2015, the higher amount will be charged all year for any employee who fails to satisfy the Wellness Program obligations by September 1<sup>st</sup> of the previous year. (Ord. 97-14)

(B) Per the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), the City is required to offer health care coverage to qualified employees, their spouses, and dependent children, when coverage would otherwise stop. Conditions of eligibility are as follows:

1. Widowed spouse and dependent children (up to age 25),
2. Employees, their spouses, and dependent children who have been terminated, voluntary or involuntary, except for reasons of gross misconduct,
3. Employees, their spouses, and dependent children, if their hours have been reduced, resulting in lost coverage,
4. Divorced or legally separated spouse and their dependent children,
5. Medicare ineligible spouses,
6. Dependent children who no longer meet the plan's definition of eligibility, or
7. Any additional criteria set forth or amended by the Federal Government.

Those meeting the above requirements are responsible for the cost of health care coverage.

(C) Retroactive to January 1, 2006, employees who are eligible to receive family coverage under another comprehensive group medical plan who opt not to participate in the City's program and who execute an appropriate waiver form, will receive four hundred dollars (\$400) per month in lieu of medical insurance coverage. Employees desiring to re-establish coverage under the City's plan will notify the Finance Department and coverage will be provided through the City's carrier or spouse's COBRA. Under COBRA, the City will reimburse in an amount not to exceed the current premium being paid for a similar coverage under the City plan. (Ord. 42-07)

(D) Effective November 1, 2003 employees who are eligible to receive the City's family group hospitalization insurance and elect to change, or who have previously changed from family to single

coverage and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. New employees, who are eligible to receive the City's family group hospitalization insurance and select single coverage instead of family and execute an appropriate waiver form, will receive one hundred dollars (\$100) per month in lieu of the family coverage. (Ord. 136-03)

(E) Healthcare coverage begins the first day of employment and ends on the last day of the last month during which an employee is employed by the City. (42-07)

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That Section 31.16 of the Salaries and Benefits Code of the City of Medina, Ohio shall be amended to read as follows pertaining to Group Hospitalization:

**SECTION 31.16 GROUP HOSPITALIZATION INSURANCE**

**Section 1.** The City shall provide group hospitalization, surgical and dental insurance coverages or options to bargaining unit employees (except short-term temporary employees and those employed less than thirty (30) hours per week). A summary of insurance benefits that the City shall provide is set forth in Attachment A.

The premiums for such plan shall be paid as follows:

- A. Effective through December 31, 2017, the City shall pay eighty-eight percent (88%) of the premium costs, and the bargaining unit member shall pay twelve percent (12%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations (see, Attachment B) by September 1, 2016 will not be eligible for a "wellness" discount and will pay sixteen percent (16%) as their premium contribution for 2017. . In order to qualify for the reduced premiums in 2018 and 2019 the employee must satisfy the wellness components identified in Attachment B by September 1<sup>st</sup> of the preceding year.
- B. Effective January 1, 2018, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay thirteen percent (13%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay seventeen percent (17%) as their premium contribution. The employee premium-contribution percentage shall remain at the 2017 percentage (12% or 16%) for 2018 if the City's insurance premium costs do not increase or increase by less than one percent (1%).
- C. Effective January 1, 2019, if the City's insurance premium costs increase by one percent (1%) or more, employees satisfying the wellness program obligations shall pay a premium contribution one percent (1%) higher than the 2018 rate (an increase to either 13% or 14%) of the premium costs through payroll deduction. Employees failing to satisfy the wellness program obligations will not be eligible for a "wellness" discount and will pay either seventeen percent (17%) (if the wellness rate is 13%) or eighteen percent (18%) (if the wellness rate is 14%) as their premium contribution. The employee premium contribution percentage shall remain at the

2018 percentage for 2019 if the City's insurance premium costs do not increase or increase by less than one percent (1%).

- D. Newly-hired employees are not eligible for the reduced Wellness premium rate until the January 1<sup>st</sup> following successful completion of the September 1<sup>st</sup> to August 31<sup>st</sup> Wellness requirements.

Temporary full-time employees expected to be employed by the City for a continuous period greater than three (3) months shall be eligible for said benefit.

**Section 2.** The City retains the right, in its sole discretion, to change insurance carriers, provided the benefits and coverages under the policy with the new carrier are comparable to or better than the benefits and coverages provided to bargaining unit employees as of the effective date of this Agreement.

**Section 3.** Opt-out benefits set forth in the 2013-2016 Agreement shall be maintained through September 1, 2017. Effective September 1, 2017, employees who are eligible to receive family coverage under any comprehensive group medical plan who opt not to participate in such program and execute an appropriate waiver form, and who have met the wellness program obligations, will receive Four Hundred Twenty-Five Dollars (\$425.00) per month in lieu of medical insurance coverage. Employees opting out of family coverage, who have not met the wellness program obligations, will receive Two Hundred Dollars (\$200.00) per month in lieu of medical insurance coverage. For the period covering May 23, 2017 through August 31, 2017, pro-rated wellness-satisfaction requirements shall be identified by the City for those employees opting out who were not participating in the wellness program, in order for those employees to have an opportunity to satisfy the wellness obligations for September 1, 2017 through December 31, 2018. Failure to satisfy these pro-rated requirements will result in the employee receiving the reduced opt-out amount.

**Section 4.** Employees opting out who have successfully completed the wellness obligations of their spouse's healthcare plan can be considered as having satisfied the City's wellness obligations, provided that the City has approved the wellness criteria of the spouse's plan and confirmed the employee's satisfaction of same.

**Section 5.** The City and the OPBA mutually recognize that health care cost control is an important consideration and of mutual interest to both parties. The parties agree that the City's health care coverage and premium rates should be reviewed by an independent health care consultant. Accordingly, the City and OPBA agree to negotiate in good faith concerning health care cost control in the group hospitalization program provided by this Agreement at the end of the term of the Agreement.

**Section 6.** The City agrees that a representative of the bargaining unit shall participate in the study of health care coverage and premium cost issues with the City's Health Care Committee. Any agreed-upon resolution of healthcare program issues adopted by the Health Care Committee, and, in turn, approved by both the City and the Union, shall be incorporated into this Agreement.

(Ord. 187-02, 1-04, 42-07, 136-03, 131-08, 134-11, 97-14, 80-17)

## ATTACHMENT B

### THE CITY OF MEDINA WELLNESS PROGRAM

To be eligible for the reduced premium contributions for 2018, 2019 and 2020 the employee must:

1. Complete an annual Health Risk Analysis by August 31, 2017; August 31, 2018 and August 31, 2019 to be administered by the wellness provider. The Health Risk Analysis is comprised of:
  - a. A Health Risk Questionnaire, including height, weight, body mass index (BMI), waist circumference.
  - b. Biometric screening in the form of a blood draw that will measure:
    - i. Total Cholesterol
    - ii. High-density lipoprotein (HDL)
    - iii. Glucose
    - iv. Low-density lipoprotein (LDL)
    - v. Triglycerides
    - vi. Blood pressure
2. Maintain an active account with a wellness provider designated by the City.
  - a. Employees will need to log onto the website a minimum of 10 days per month and enter one or more entries each of those days. A minimum total of 10 days per month or 120 days per 12 months of logged entries must be entered in the following time frames: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018; 09/01/2018-08/31/2019.
  - b. This total will be gathered on an average, so if the employee misses logging on a specific month, although they will not be able to back log/back enter into a previous month once it has ended, they will be able to add additional entries in the current/future months to maintain their acceptable average. One activity per day, each month is the maximum credit they can earn towards the 120 annual amount.
3. Employee must attend or participate in three (3) Educational Activities during the following time frames: 09/01/2016-08/31/2017; 09/01/2017-08/31/2018, 09/01/2018-08/31/2019 – these can be a combination of any activities offered (need proof of participation).

Wellness program requirements may be subject to change based on the Healthcare Committee recommendations.

The parties agree, in concept, to the introduction of an outcomes-based component to the Wellness Program in 2018 for application to the 2019 rates. The parties agree to discuss the introduction of the outcomes-based component in the 2017 and 2018 Healthcare Committee meetings.

Wellness program design complies with Federal regulations. Program design may change as new regulations and / or clarifications are issued.

(Ord. 80-17)

**SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 3:** That this Ordinance shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** May 22, 2017

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** May 23, 2017

**SIGNED:** Dennis Hanwell  
Mayor