

**STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of

State Employment Relations Board,

Complainant,

v.

Geauga County Sheriff,

Respondent.

Case No. 2003-ULP-03-0143

**ORDER  
(OPINION ATTACHED)**

Before Chairman Drake, Vice Chairman Gillmor, and Board Member Verich:  
February 26, 2004.

On March 24, 2003, the Ohio Patrolmen's Benevolent Association ("OPBA") filed an unfair labor practice charge with the State Employment Relations Board ("Board" or "Complainant") alleging that the Geauga County Sheriff ("Respondent") violated Ohio Revised Code Sections 4117.11(A)(1) and (A)(5). On May 22, 2003, the Board found probable cause to believe an unfair labor practice had been committed and directed the unfair labor practice case to hearing.

On October 8, 2003, the parties submitted the case on joint stipulations of fact and exhibits in lieu of a hearing. Subsequently, the parties filed briefs setting forth their positions. On December 30, 2003, a Proposed Order was issued by the Administrative Law Judge, recommending that the Board find that the Respondent violated Ohio Revised Code Sections 4117.11(A)(1) and (A)(5) when it failed to bargain over the effects of a new health care coverage and benefits program. No exceptions were filed to the Proposed Order.

After reviewing the record, the Proposed Order, and all other filings in this case, the Board adopts the Findings of Fact, Analysis and Discussion, and Conclusions of Law in the Proposed Order, incorporated by reference. The Board also issues this Order, with a Notice to Employees, to the Geauga County Sheriff to cease and desist from interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Ohio Revised Code Chapter 4117, from refusing to bargain collectively with the exclusive representative of its employees by failing to bargain over the effects of a new health care coverage and benefits program, and from otherwise violating Ohio Revised Code Sections 4117.11(A)(1) and (A)(5); to return the bargaining-unit employees represented by

the Ohio Patrolmen's Benevolent Association to the status quo as it existed before January 1, 2003, including reimbursing bargaining-unit employees for any increased contributions and expenses incurred as a result of the changes in the health care coverage and benefits program effective January 1, 2003; to bargain in good faith with the Ohio Patrolmen's Benevolent Association over the effects of the changes in the health care coverage and benefits program; and to order the Geauga County Sheriff to post for sixty days, in all the usual and normal posting locations where bargaining-unit employees work, the Notice to Employees furnished by the State Employment Relations Board and to notify the State Employment Relations Board in writing within twenty calendar days from the date the Order becomes final of the steps that have been taken to comply therewith.

It is so ordered.

DRAKE, Chairman; GILLMOR, Vice Chairman; and VERICH, Board Member,  
concur.



---

CAROL NOLAN DRAKE, CHAIRMAN

You are hereby notified that an appeal may be perfected, pursuant to Ohio Revised Code Section 4117.13(D) by filing a notice of appeal with the State Employment Relations Board at 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, and with the court of common pleas in the county where the unfair labor practice in question was alleged to have been engaged in, or where the person resides or transacts business, within fifteen days after the mailing of the State Employment Relations Board's order.

I certify that a copy of this document was served upon each party's representative by certified mail, return receipt requested, this 17th day of March, 2004.



---

DONNA J. GLANTON, ADMINISTRATIVE ASSISTANT



# NOTICE TO EMPLOYEES

## FROM THE STATE EMPLOYMENT RELATIONS BOARD

POSTED PURSUANT TO AN ORDER OF THE STATE EMPLOYMENT  
RELATIONS BOARD, AN AGENCY OF THE STATE OF OHIO

After a hearing in which all parties had an opportunity to present evidence, the State Employment Relations Board has determined that we have violated the law and has ordered us to post this Notice. We intend to carry out the order of the Board and to abide by the following:

### A. CEASE AND DESIST FROM:

Interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Ohio Revised Code Chapter 4117, from refusing to bargain collectively with the exclusive representative of its employees by failing to bargain over the effects of a new health care coverage and benefits program, and from otherwise violating Ohio Revised Code Sections 4117.11(A)(1) and (A)(5).

### B. TAKE THE FOLLOWING AFFIRMATIVE ACTION:

1. Return the bargaining-unit employees represented by the Ohio Patrolmen's Benevolent Association to the status quo as it existed before January 1, 2003, including reimbursing bargaining-unit employees for any increased contributions and expenses incurred as a result of the changes in the health care coverage and benefits program effective January 1, 2003;
2. Bargain in good faith with the Ohio Patrolmen's Benevolent Association over the effects of the changes in the health care coverage and benefits program
3. Post for sixty days, in all the usual and normal posting locations where bargaining-unit employees represented by the Ohio Patrolmen's Benevolent Association work, the NOTICE TO EMPLOYEES furnished by the State Employment Relations Board stating that the Geauga County Sheriff shall cease and desist from the actions set forth in paragraph A and shall take the affirmative action set forth in paragraph B; and
4. Notify the State Employment Relations Board in writing twenty calendar days from the date that this Order becomes final of the steps that have been taken to comply therewith.

***SERB v. Geauga County Sheriff, Case No. 2003-ULP-03-0143***

\_\_\_\_\_  
BY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED**

This Notice must remain posted for sixty consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the State Employment Relations Board.



### **III. FINDINGS OF FACT**<sup>2</sup>

1. The Sheriff is a “public employer” as defined by § 4117.01(B). (S. 1)
2. The Union is an “employee organization” as defined by § 4117.01(D) and is the exclusive representative for a bargaining unit of the Sheriff’s employees. (S. 2)
3. The Geauga County Commissioners (the “Commissioners”) are a “legislative body” as defined by § 4117.10(B). (S. 3)
4. The Sheriff and the Union are parties to a collective bargaining agreement (“Agreement”) effective from January 1, 2001 through December 31, 2003, containing a grievance procedure that culminates in final and binding arbitration. The Agreement does not have a midterm bargaining procedure. The Agreement was reached through the statutory conciliation process. The Agreement was executed on September 29, 2001. (S. 7; Jt. Exh. 1; SERB Case Nos. 00-MED-11-1280 to -1290)
5. Article XXXV of the current Agreement covers health insurance. Under the Agreement, bargaining-unit employees were given the option of choosing between one HMO Plan and one PPO Plan for health, medical services, or hospitalization benefits. Article XXXV, Section 1 provides as follows: “The Employer shall provide hospitalization, medical service coverage, and health insurance benefits at a benefit level substantially comparable to or better than the existing coverage. There will be no increase in the employee contribution or reduction in coverage for this insurance.” Section 4 provides as follows: “The Employer expressly reserves the right to change coverage’s [sic] or carriers, so long as the new coverage is substantially comparable to the existing coverage.” (S. 8; Jt. Exh. 1, at p. 26)
6. On October 11, 2002, the Commissioners announced changes in the health care plans effective January 1, 2003, for all Geauga County employees, including the bargaining-unit employees employed by the Sheriff and represented by the Union. Under the new plans, the employees were given the option of choosing among two different HMO and two different PPO plans. Regardless of the HMO or PPO plan chosen, in order to maintain the same level of health insurance coverage as an employee had before the change, the employee contribution increased substantially. The other HMO and PPO plan choices offered reduced levels of

---

<sup>2</sup> References in the record to the Joint Stipulations of Fact filed by the parties are indicated parenthetically by “S.,” followed by the stipulation number. References to the Joint Exhibits in the record are indicated parenthetically by “Jt. Exh.,” followed by the exhibit number(s). References to the stipulations and exhibits in the Findings of Fact are intended for convenience only and are not intended to suggest that such references are the sole support in the record for the related Finding of Fact.

coverage and also involved an increase in the employee contribution. (S. 9; Jt. Exh. 2; *the Appendix, infra, sets forth the full text of parties' stipulation of the insurance changes*)

7. The Union contacted the Sheriff regarding the Commissioners' announcement of mid-term health insurance changes. The Sheriff responded that he had no statutory authority to contract for health insurance, and therefore had no ability to prevent the changes to be made to the employees' health care coverage. The Sheriff did not offer to bargain with the Union over the health insurance changes. (S. 10)
8. The Union contacted the Commissioners and asked them to reconsider the health insurance changes. The Commissioners refused to consider the Union's request. (S. 11; Jt. Exhs. 3, 6)
9. On January 1, 2003, the Commissioners implemented the announced changes to the employees' health care coverage without bargaining with the Union over either the changes themselves or the implementation of the changes. (S. 12)
10. Since January 1, 2003, the bargaining-unit employees have experienced higher employee contributions, higher medical expenses, and reductions in coverage and benefits. (S. 13)

#### **IV. ANALYSIS AND DISCUSSION**

Section 4117.11 provides in relevant part as follows:

- (A) It is an unfair labor practice for a public employer, its agents, or representatives to:
  - (1) Interfere with, restrain, or coerce employees in the exercise of the rights guaranteed in Chapter 4117. of the Revised Code\*\*\*;  
\* \* \*
  - (5) Refuse to bargain collectively with the representative of its employees recognized as the exclusive representative \*\*\* pursuant to Chapter 4117. of the Revised Code[.]

Section 4117.01(G) provides as follows:

"To bargain collectively" means to perform the mutual obligation of the public employer, by its representatives, and the representatives of its employees to negotiate in good faith at reasonable times and places with respect to wages, hours, terms, and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining

agreement, with the intention of reaching an agreement, or to resolve questions arising under the agreement. "To bargain collectively" includes executing a written contract incorporating the terms of any agreement reached. The obligation to bargain collectively does not mean that either party is compelled to agree to a proposal nor does it require the making of a concession.

The role and the description of the legislative body for collective bargaining are set forth in § 4117.10(B), which provides as follows:

The public employer shall submit a request for funds necessary to implement an agreement and for approval of any other matter requiring the approval of the appropriate legislative body to the legislative body within fourteen days of the date on which the parties finalize the agreement, unless otherwise specified, but if the appropriate legislative body is not in session at the time, then within fourteen days after it convenes. The legislative body must approve or reject the submission as a whole, and the submission shall be deemed approved if the legislative body fails to act within thirty days after the public employer submits the agreement. The parties may specify that those provisions of the agreement not requiring action by a legislative body are effective and operative in accordance with the terms of the agreement, provided there has been compliance with division (C) of this section. If the legislative body rejects the submission of the public employer, either party may reopen all or part of the entire agreement.

As used in this section, "legislative body" includes the general assembly, the governing board of a municipal corporation, school district, college or university, village, township, or board of county commissioners or any other body that has authority to approve the budget of their public jurisdiction.

Good-faith bargaining requires that the public employer and the legislative body each keep within their respective roles in the collective bargaining process. The public employer who engages in negotiations is separate and apart from the legislative body. SERB v. Martins Ferry, 1991 SERB 4-62, 4-65 (7th Dist Ct App, Belmont, 6-6-91).

In In re Columbiana County Bd of Commrs, SERB 99-019 (6-30-99) ("Columbiana County"), at 3-122, SERB discussed the obligations of the public employer and the legislative body, holding as follows:

Once a collective bargaining agreement is reached, whether through the negotiation process or by operation of law under O.R.C. §§ 4117.10(B) or 4117.14(G), the agreement is binding upon the legislative body, the employer, the employee organization, and the employees covered by the

agreement. O.R.C. § 4117.10(C). At that point, the legislative body is obligated to fund the agreement.

After the collective bargaining agreement is in place, the responsibilities under the agreement fall on the employees, along with their exclusive representative, and the employer. It is the employer's duty to administer the agreement properly. If the employer does not comply with the agreement and receives a grievance-arbitration award in the employees' favor, it is the employer's obligation to comply with the award. The employer may seek additional funds from the legislative body, and the legislative body may approve additional funds for the employer.

In In re Toledo City School Dist Bd of Ed, SERB 2001-005 (10-1-01) ("Toledo"), at 3-29, when addressing a midterm change to a collective bargaining agreement, SERB established the following standard:

A party cannot modify an existing collective bargaining agreement without the negotiation by and agreement of both parties unless immediate action is required due to (1) exigent circumstances that were unforeseen at the time of negotiations or (2) legislative action taken by a higher-level legislative body after the agreement became effective that requires a change to conform to the statute.

Ohio Revised Code § 305.171, entitled "Group Health Insurance for County Employees," provides in relevant part as follows:

- (A) The board of county commissioners of any county may contract for, purchase, or otherwise procure and pay all or any part of the cost of group insurance policies that may provide benefits including, but not limited to, hospitalization, surgical care, major medical care, disability, dental care, eye care, medical care, hearing aids, or prescription drugs, and that may provide sickness and accident insurance, group legal services, or group life insurance, or a combination of any of the foregoing types of insurance or coverage for county officers and employees and their immediate dependents from the funds or budgets from which the officers or employees are compensated for services, issued by an insurance company.
- (B) The board also may negotiate and contract for any plan or plans of health care services with health insuring corporations holding a certificate of authority under Chapter 1751. of the Revised Code, provided that each officer or employee shall be permitted to do both of the following:

- (1) Exercise an option between a plan offered by an insurance company and such plan or plans offered by health insuring corporations under this division, on the condition that the officer or employee shall pay any amount by which the cost of the plan chosen by such officer or employee pursuant to this division exceeds the cost of the plan offered under division (A) of this section;
- (2) Change from one of the plans to another at a time each year as determined by the board.

The parties do not dispute that matters related to health insurance benefits constitute mandatory subjects of collective bargaining. See, e.g., In re Office of Collective Bargaining (Ohio Health Care Employees, District 1199), SERB 89-026 (10-5-89). Nor do they dispute that under Toledo, the Sheriff was required to bargain to agreement with the Union before modifying the existing contract language regarding health care coverage and benefits. Rather, the Sheriff defends his actions in not bargaining the effects of the Commissioners' announced changes to the health care coverage provided to all Geauga County employees by asserting his lack of statutory authority to contract for health care coverage for the employees represented by the Union.

The Sheriff does not argue that exigent circumstances exist that excuse his failure to bargain; nor does he assert that the changes to the health care coverage and benefits program were made by a higher-level legislative body. Rather, he argues that the Commissioners acted as his agent or representative under Chapter 4117 for the purpose of securing the health care benefits portion of the Agreement. The Sheriff argues that the facts of this case are distinguishable from those before SERB in Columbiana County, supra. The Sheriff argues that the Commissioners were not acting in a policy-making capacity when they procured and made changes to the health insurance benefits for Geauga County employees; rather, he asserts that the Commissioners took these actions in an agency capacity seeking to ensure the fulfillment of a term of employment found in a collective bargaining agreement. (Respondent's post-hearing brief, at 8)<sup>3</sup>

It is true, and the parties do not dispute, that the Sheriff's powers and duties, set forth in Ohio Revised Code § 311.07, do not include the power to contract for employee health care coverage. Ohio Revised Code § 305.171 permits the Commissioners to

---

<sup>3</sup>These arguments were previously presented to SERB in Case No. 03-ULP-03-0142. In that case, also filed on March 24, 2003, the Union filed an unfair labor practice charge against the Geauga County Commissioners, alleging that the Commissioners had also violated §§ 4117.11(A)(1) and (A)(5) by implementing a new health care coverage and benefits program for bargaining-unit employees without bargaining. On May 22, 2003, SERB dismissed that unfair labor practice charge for lack of jurisdiction and because the charge did not allege a violation covered under Chapter 4117. SERB's dismissal of that charge is the subject of a pending mandamus action in the Ohio Court of Appeals, Tenth Appellate District. That proceeding does not affect the liability of the Sheriff under §§ 4117.11(A)(1) and (A)(5).

contract for this benefit for County officers and employees, and establishes parameters for the Commissioners to follow when entering into such contracts.

SERB has construed the Union's unfair labor practice charge against the Sheriff as a charge stemming from the Sheriff's refusal to bargain with the Union over the *effects* of the Commissioners' announced changes to the health care coverage and benefits program for all Geauga County employees for calendar year 2003. This situation is analogous to the one SERB addressed in In re City of Akron, SERB 97-006 (5-1-97), at 3-37. Addressing the legislative acts of a city's civil service commission, SERB recognized: "SERB cannot prohibit a city or its civil service commission from enacting legislation, including civil service rules, because such a remedy exceeds SERB's jurisdiction; SERB must focus on the public employer's implementation of those legislative enactments."

The express terms of the Agreement require the Sheriff, as employer, to provide health care coverage. For the duration of the Agreement, Article XXXV, Section 1 promises no increases in employee contributions or reductions in coverage. When the Commissioners announced changes in the coverage available under the county plan, the Sheriff, as the public employer, had the obligation to bargain with the exclusive representative over the effects of these changes.<sup>4</sup> Instead of requesting midterm bargaining, however, the Sheriff violated §§ 4117.11(A)(1) and (A)(5) by effectively engaging in a unilateral midterm modification of the Agreement. The Sheriff unilaterally modified Article XXXV, Section 1, by simply passing along the changes announced by the Commissioners, including increases in the employee contribution and reductions in coverage, to the bargaining-unit employees. One can easily identify, without limitation, a few of the options the parties might have considered through collective bargaining, such as the following: (A) the Sheriff might have absorbed the cost of the employee contribution for calendar year 2003, so that the employees could retain the previously existing level of coverage without incurring an increased contribution, while possibly impacting another area of the Sheriff's operations; (B) through negotiations, the Union and the Sheriff might have concluded that the increase in the cost of providing health care coverage would be best addressed by establishing a cost-sharing mechanism, and then negotiated the amount of the cost to be shared by each; (C) the Union might have negotiated a non-economic benefit for bargaining-unit members in exchange for the increased economic burden

---

<sup>4</sup> The relationship among the employee organization, the public employer, the legislative body, and the binding nature of the collective bargaining agreement under § 4117.10(C) as mentioned in Columbiana County, *supra*, is one that might be more fully explored by the Ohio General Assembly. Under Chapter 4117, if a legislative body takes an action that might arguably constitute a repudiation of a term of the collective bargaining agreement, how is the legislative body held accountable? Or does the binding nature of the collective bargaining agreement extend to the legislative body only to the extent that it is required to fund the agreement? Under what circumstances is a public employer entitled to additional funding during the term of a collective bargaining agreement? If no adequate remedy at law exists, either under Chapter 4117 or in a common pleas court action to enforce the terms of the collective bargaining agreement, perhaps a mandamus action against the legislative body is necessary.

caused by increased health care coverage costs; or (D) the Sheriff and the Union might have reviewed the Sheriff's budget and level of funding and then addressed possible means to shift budget dollars toward employee health care costs.

By refusing to engage in collective bargaining, however, the Sheriff foreclosed the formulation of *any* options for addressing the effects of the Commissioners' actions, and required the bargaining-unit employees to accept the announced changes as a *fait accompli*. This action constitutes a failure to bargain in good faith in violation of §§ 4117.11(A)(1) and (A)(5). The appropriate remedy is to return the parties to the status quo as it existed before January 1, 2003.

## **V. CONCLUSIONS OF LAW**

Based upon the entire record herein, this Administrative Law Judge recommends the following Conclusions of Law:

1. The Geauga County Sheriff is a "public employer" as defined by § 4117.01(B).
2. The Ohio Patrolmen's Benevolent Association is an "employee organization" as defined by § 4117.01(D).
3. The Geauga County Sheriff violated §§ 4117.11(A)(1) and (A)(5) when it failed to bargain over the effects of a new health care coverage and benefits program.

## **VI. RECOMMENDATIONS**

Based upon the foregoing, the following is respectfully recommended:

1. The State Employment Relations Board adopt the Findings of Fact and Conclusions of Law set forth above.
2. The State Employment Relations Board issue an **ORDER**, pursuant § 4117.12(B), requiring the Geauga County Sheriff to do the following:

### **A. CEASE AND DESIST FROM:**

- (1) Interfering with, restraining, or coercing employees in the exercise of their rights guaranteed in Ohio Revised Code Chapter 4117 by failing to bargain over the effects of a new health care coverage and benefits program, and from otherwise violating Ohio Revised Code Section 4117.11(A)(1); and

- (2) Refusing to bargain collectively with the exclusive representative of its employees by failing to bargain over the effects of a new health care coverage and benefits program, and from otherwise violating Ohio Revised Code Section 4117.11(A)(5).

**B. TAKE THE FOLLOWING AFFIRMATIVE ACTION:**

- (1) Return the bargaining-unit employees represented by the Ohio Patrolmen's Benevolent Association to the status quo as it existed before January 1, 2003, including reimbursing bargaining-unit employees for any increased contributions and expenses incurred as a result of the changes in the health care coverage and benefits program effective January 1, 2003;
- (2) Bargain in good faith with the Ohio Patrolmen's Benevolent Association over the effects of the changes in the health care coverage and benefits program;
- (3) Post for sixty days in all the usual and normal posting locations where bargaining-unit employees represented by the Ohio Patrolmen's Benevolent Association work, the Notice to Employees furnished by the State Employment Relations Board stating that the Geauga County Sheriff shall cease and desist from actions set forth in paragraph (A) and shall take the affirmative action set forth in paragraph (B); and
- (4) Notify the State Employment Relations Board in writing within twenty calendar days from the date the **ORDER** becomes final of the steps that have been taken to comply therewith.

## APPENDIX

Under the new plan, effective January 1, 2003, bargaining unit employees have the option of choosing between two (2) different HMO plans:

	HMO 3001-M Network	HMO 1001-M Network
Deductible	None	None
Out of Pocket Maximum	\$1,000/\$2,000	None
Coinsurance	80%/20%	100%
Office Visit Co-Pay	\$5	\$10
Specialist Office Visit Co-Pay	\$5	\$10
Urgent Care Copay	\$5	\$10
Vision Exam/hardware	\$5	\$10
Emergency Room Copay	\$20	\$50
Prescription Drug	\$10/\$20/\$35	\$5/\$15/\$30
Employee Contribution (Monthly)		
Single	\$0	\$42.40
Family	\$0	\$104.73
Dental	\$0	\$0
Vision	\$0	\$0

As is evident, in order to maintain coverage in the same HMO plan provided prior the change (HMO 1001-M), employees with families must pay an additional **\$104.73** per month plus additional prescription co-pays. A single employee must pay an additional **\$42.40** per month plus additional prescription co-pays. Previously, there was no monthly contribution requirement.

The other HMO offered (HMO 3001-M) also drastically reduces benefits and increases employee contributions. Under this plan, the insurance coverage is reduced from 100% to an 80% coinsurance plan. Moreover, prescription drug insurance is increased similar to the new 1001-M plan.

The PPO plan that was in effect prior to January 1, 2003 was as follows:

	PPO 10080-M	
	Network	Non-Network
Deductible	\$100/\$200	\$300/\$600
Out of Pocket Maximum	\$0/\$0	\$1,800/\$3,600
Coinsurance	100%	80%/20%
Office Visit Co-Pay	\$10	Ded. 80%/20%
Specialist Office Visit Co-Pay	\$10	Ded. 80%/20%
Urgent Care Copay	\$10	Ded. 80%/20%
Vision Exam/hardware	Optional	Optional
Emergency Room Copay	\$50	\$50
Prescription Drug	\$5/\$5 DAW	Not Covered
Employee Contribution (Monthly)		
Single		\$0
Family		\$0
Dental		\$0
Vision		
Single		\$0
Family		\$0

Under the new plan, employees choose among three (3) PPO plans:

	PPO 8656-M	
	Network	Non-Network
Deductible	\$200/\$400	\$500/\$1,000
Out of Pocket Maximum	\$1,000/\$2,000	\$3,000/\$6,000
Coinsurance	80%/20%	60%/40%
Office Visit Co-Pay	\$20	Ded. 60%/40%
Specialist Office Visit Co-Pay	\$40	Ded. 60%/40%
Urgent Care Copay	\$40	Ded. 60%/40%
Vision Exam/hardware	\$20	\$20
Emergency Room Copay	\$100	\$100
Prescription Drug	\$10/\$20/\$35	Not Covered
Employee Contribution (Monthly)		
Single		\$0
Family		\$0
Dental		\$0
Vision		
Single		\$0
Family		\$0

	PPO 9726-M	
	Network	Non-Network
Deductible	\$100/\$200	\$500/\$1,000
Out of Pocket Maximum	\$600/\$1,200	\$3,500/\$7,000
Coinsurance	90%/10%	70%/30%
Office Visit Co-Pay	\$15	Ded. 70%/30%
Specialist Office Visit Co-Pay	\$30	Ded. 70%/30%
Urgent Care Copay	\$30	Ded. 70%/30%
Vision Exam/hardware	\$15	\$15
Emergency Room Copay	\$75	\$75
Prescription Drug	\$5/\$15/\$30	Not Covered
Employee Contribution (Monthly)		
Single		\$27.69
Family		\$68.41
Dental		\$0
Vision		
Single		\$0
Family		\$0

	PPO 10080-M	
	Network	Non-Network
Deductible	\$100/\$200	\$300/\$600
Out of Pocket Maximum	\$0/\$0	\$1,800/\$3,600
Coinsurance	100%	80%/20%
Office Visit Co-Pay	\$10	Ded. 80%/20%
Specialist Office Visit Co-Pay	\$10	Ded. 80%/20%
Urgent Care Copay	\$10	Ded. 80%/20%
Vision Exam/hardware	Optional	Optional
Emergency Room Copay	\$50	\$50
Prescription Drug	\$5/\$5 DAW	Not Covered
Employee Contribution (Monthly)		
Single		\$86.77
Family		\$214.32
Dental		\$0
Vision		
Single		\$0.45
Family		\$1.02

Similar to the HMO situation, in order for the employees to retain similar coverages and benefits, their contributions must be increased dramatically. For an employee with a family to have the same PPO plan (PPO-10080-M) that was employed previously, said employee must pay an additional **\$214.32** per month plus **\$1.02** for vision. Single employees will have to pay an additional **\$86.77** per month plus **45¢** for vision. Previously, there was no monthly contribution requirement.

The other plans offered, PPO 9726-M and PPO 8656-M, also reduce **100%** coverage to **90%** and **80%**, respectively. Further, the plans increase line item co-pays for every medical item, including prescriptions by as much as **400%** for some items. On top of that, PPO 9726-M imposes an additional monthly employee contribution of **\$68.41** for family coverage and **\$27.69** for single coverage.

(Joint Stipulation of Fact No. 9)