

STATE OF OHIO; STATE EMPLOYMENT RELATIONS BOARD

IN THE MATTER OF FACT-FINDING BETWEEN:

City of Warren Police Department

and

FOP/OLC

STATE EMPLOYMENT
RELATIONS BOARD

2003 DEC 23 A 10: 15

SERB Case No: O3-MED-10-~~1082~~¹⁰⁹²

Factfinder: David M. Benjamin

HEARING

Date of Hearing: December 19, 2003 Location of Hearing: Community Center, Warren, Ohio

ATTENDANCE AT HEARING:

For the Employer:

Gary C. Cicero, City of Warren Human Resources Director
Brain M. Massucci, City of Warren Human Resources Department

For the Employees:
Chuck Wilson, Staff Representative, FOP, OLC, Inc.

and from the City of Warren Police Department:
Captain Timothy Bowers, Lieutenant Catherine Giovannone, Sergeant John Burzynski and Sergeant John Delbene,
III

MEDIATION

Prior to the commencement of the fact-finding hearing, mediation was requested by the parties. The Factfinder acted as mediator with the unresolved issues being discussed. While the parties each bargained in good faith and were making progress toward resolution of some or all of the outstanding issues, the progress did not indicate that resolution could be achieved quickly. Given the circumstances of this situation, the Fact-Finder was required to issue his report within three (3) days of when the hearing was commenced, meaning that the hearing had to be concluded that same day. To insure this was accomplished, the Fact-Finder ended the Mediation without resolving the issues through mediation in order to conduct the Fact-Finding hearing.

CRITERIA

After giving thorough consideration to the evidence and argument of the Parties, the criteria used by the Factfinder in resolving the disputed issues were those set forth in Rules 4117-9-05(J) and (K) of the State Employment Relations Board, to wit:

4117-9-05(J). The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.

4117-9-05(K). The fact finding panel, in making recommendations, shall take into consideration the following factors pursuant to division (C)(4)(e) of section 4117.14 of the Revised Code:

4117-9-05(K)(1). Past collectively bargained agreements, if any, between the parties;

4117-9-05(K)(2). Comparison of the unresolved issues relative to the employees in the bargaining unit with those issues related to other public and private employees doing comparable work giving consideration to factors peculiar to the area and classification involved;

4117-9-05(K)(3). The interests and welfare of the public, the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;

4117-9-05(K)(4). The lawful authority of the public employer; 4117-9-05(K)(5). Any stipulations of the parties;

4117-9-05(K)(6). Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of the issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

BACKGROUND

The City of Warren (hereinafter Warren or City) has recognized FOP/OLC, Inc. (hereinafter Association), as the bargaining representative for certain employees of the City Police Department.

The Bargaining Unit consists of approximately twenty-four (24) members: 3 captains, 6 lieutenants and 15 sergeants, is duly certified by the State Employment Relations Board, and has a Labor Agreement in effect that expires on December 31, 2003. The parties have a long history of bargaining which has resulted in a series of successive collective bargaining agreements. Formal bargaining between the Parties to create a successor agreement occurred on December 12th and 16th. In conjunction with state statute, the FactFinder was appointed when the parties did not advise the State Employment Relations Board of their choice of a FactFinder. The FactFinding hearing was scheduled for December 19th, after the parties agreed to extend the deadline to December 22nd, 2003 for the issuance of the FactFinder's Report and Recommendations. The hearing was convened on the date and at the place indicated above. At that time the Parties were given the opportunity to present evidence and argument in such a manner that would allow the Factfinder to render a report and make a recommendation on the issue at impasse. In conjunction with the parties' mutual agreement, the parties were permitted to submit their respective position statements on the day of the hearing.

All other issues having been resolved by tentative agreement (See Attachment A), the FactFinding hearing was limited to a consideration of five (5) issues: 1) Staffing of Supervisors, concerning current contract Article 14, Section 5; 2) Wage Rates, concerning current contract Article 15, section 1; 3) Rank Wage Differential, concerning current contract Article 15, section 2; 4) Health Care, concerning current Article 25; and 5) Pension Pick Up, concerning the introduction of a new contract article, designated as Article 36. At the commencement of the hearing, the parties offered a copy of the current Collective Bargaining Agreement, which the FactFinder accepted as Joint Article 1.

DISCUSSION

The FactFinder perceives that this subject has been the source of a great deal of dispute and disagreement between the parties, and may have even been the basis for the patrol officers' selection of an alternative bargaining representative. The FactFinder recognizes the Association's concern that while patrol officers are being compensated in situations in which two rank officer supervisors are not on duty, they are not discharging the duties assigned to rank officers. The FactFinder is concerned that by granting this request, he will permit the group of rank officers to receive additional compensation benefit. However, this will not necessarily also mean that patrol officers will cease receiving this benefit, which could cause two separate groups to receive compensation for the same activity. The parties agreed that patrol officers have received approximately \$11,000 in calendar year 2003 in these situations. The City suggested that granting this benefit would cost approximately \$160,000 annually, a figure not disputed by the Association. This is a significant number, as it approximates the entire value of the compensation package offered by the City for the entire 3 year period which the parties envision this agreement to exist for. The FactFinder notes that the department's Chief testified in support of the Association's request in this situation, and recognizes that his testimony should normally be given great difference in this situation. However, the bargaining consequences surrounding this request by the Association must predominate over the supportive testimony of the Chief.

Given the economic significance of this requested modification, this FactFinder believes that this benefit should only be granted in return for an offer of sufficient consideration. While the City indicated during the FactFinding hearing that it was very interested in eliminating the rank wage differential, and while the elimination of the rank wage differential might be adequate consideration for the inclusion of this language, this resolution should be left to the parties, especially since the rank wage differential has been a part of this agreement for many years. In coming to this conclusion, the FactFinder makes no finding as to whether the City waived any rights they may enjoy to refuse to bargain on this topic.

RECOMMENDATION:

The FactFinder recommends no change to Article 14, meaning that the additional language proposed by the Association not be included into the agreement between the parties.

ISSUES NO. 2 and 3 – WAGE RATES/RANK WAGE DIFFERENTIAL

The FactFinder will take these two issues together, as they represent the methods by which the members of this collective bargaining unit are to be compensated. The Wage Rates expressed in Article 15, Section 1 reflect the minimum base rate which the members of the bargaining unit are to receive. The percentages outlined in Article 15, Section 1A reflect the minimum percentage by which a bargaining unit member's wage rate must exceed his/her immediately junior class of officers. For instance, currently, a sergeant's minimum base rate, under Article 15, Section 1 is to be 23.22 per hour. However, it must also be at least 15.5% more than the base rate of a senior patrol officer. Currently, the senior patrol officer's rate is \$20.09 (Union Exhibit 17). When one multiplies this amount by 115.5%, it reflects that a sergeant's rate must be no less than \$23.20. Sections 1 and 1A also set both base rates for lieutenants and captains, and a 15% minimum amount which their rates must exceed the rates of their immediately junior officers.

ASSOCIATION'S POSITION

The Association seeks modifications to both Sections 1 and 1A. With regard to Section 1, the Association the following minimum base rate amounts for each of the rank officers it represents:

	Sergeant	Lieutenant	Captain
01/01/04	\$24.03	\$27.64	\$31.78
01/01/05	\$24.87	\$28.61	\$32.90
01/01/06	\$25.74	\$29.61	\$34.05

With regard to Section 1A, the Association seeks increases to each of the minimum percentages assigned to the rank of sergeant. For 2004, an increase from the current 15.5% to 16.5%; in 2005, to 17.5%; and in 2006, 18.5%.

To substantiate their request for modification to Section 1, the Association offered the following information. Union Exhibit 4, a Year 2000 Audit report from then Ohio State Auditor Jim Petro. This report used the cities of Cuyahoga Falls, Middletown and Mansfield as communities comparable to the City, and the Association suggested these communities have been referred to in the past for comparison by both the City and the Association. The City also included the raise rates of each of these three (3) communities in its presentation on this issue. The Association suggested in its presentation that the 3 ½% increases it sought in each year of the contract was supported by comparison to the increases offered in these other communities. Union Exhibit 5 indicated that Middletown has been increasing the pay rates of its rank police officers by 3.5% in each of the past several years. Union Exhibit 7 indicates that the base rates of the Cuyahoga Falls rank officers increased by 3% in July 2003.

The Association also offered information concerning the need for rank differential, as well as what that differential should be. Union Exhibit 6 reflected a 17% rank differential exists in Mansfield for sergeants (although the differential for lieutenants and captains in that contract is 10%). Union Exhibit 9, a 1996 Conciliated order issued in this bargaining unit by Marvin J. Feldman, spoke to the value of rank differential. Union Exhibit 8 reflects the history of the rank differential in this unit.

The Union also offered the only information concerning the City's ability to pay, through Union Exhibit 16. This Exhibit was a November 18, 2003 newspaper account of an anticipated \$2 Mil. surplus to be carried over into 2004. Referring to this surplus in the article, outgoing city Mayor Angelo was quoted as saying "We (the City) are in good financial shape."

CITY'S POSITION

The City proposed wage increases of 3 ½% in 2004, 3 ½% in 2005 and 2% in 2006. In support of its proposal, the City offered in addition to wage information from the same comparable communities noted above, the following: City Exhibit P, the current contract between the City and its firefighters which included wage increases of 6% for the firefighters in 2004 and 3 ½% in 2005. City Exhibit L indicated that nonbargaining employees would receive 3 ½% in 2004, 3 ½% in 2005 and 2% in 2006.

The City proposed either elimination or no change in the wage rank differential. In support of this position, the City offered City Exhibit Q which reflected an average sergeant rank differential of approximately 15%, and which also reflected that the sergeant wage rate differential in Cuyahoga Falls is 17%, in Mansfield is 17% and in Middletown is 17%.

The City offered City Exhibits O and BB. These suggested that the City's contract proposal would cost \$182,721.65 over three (3) years, while the Association's would cost \$341,339.53 over the same three year period.

The City also noted that during the 3 year period of the contemplated agreement, the City's voters would be called upon to approve a tax essential to the continued financial support for this agreement.

DISCUSSION

As the parties agreed that the unit should receive 3 ½% increases in each of the first two years of this agreement, the FactFinder will recommend that increase for those two years. During the third year of the agreement, the

concern for the voter approval of the continued tax which will arise in the next 3 years, as well as the fact that nonbargaining employees will receive a 2% increase. In light of the City's concern for the tax's continuation, the FactFinder considered either an agreement of shorter duration, or a wage re-opener in the final year of the agreement. The FactFinder did not opt for either as neither were suggested by the parties.

While the benefits paid to the City's nonbargaining employees are entitled to some consideration, here they do not form the basis for this FactFinder's recommended compensation during 2006. While the City has a legitimate concern for the continuation of the supporting tax, there was no indication what the City's circumstances would be in attempting to afford either its proposed increase of 2%, or the Association's requested increase of 3 ½%.

Of greater concern was the discrepancy detailed in the October 19, 2000 report of then Auditor of State Jim Petro, Union Exhibit 4. According to Petro's report, the compensation paid to captains, lieutenants and patrol officers in Warren is roughly approximate to that paid to those ranks in the communities of Cuyahoga Falls, Mansfield and Middletown. However, the same could not be said of the compensation paid to Warren's sergeants. The report indicated that during 1999, Warren sergeants received, on average, \$4,000 per employee less than sergeants in any of the other communities. As the contractual provisions since that time have only kept pace with the average raises given in these other communities, the compensation paid to Warren's sergeants lags significantly behind those other communities. This conclusion is supported by suggestions made at the hearing that the City was experiencing difficulty recruiting its patrol officers to openings in its sergeant group.

The FactFinder further observes that sergeants, lieutenants and captains have all received the same wage increase percentages during the bargaining history between the parties. As a result, the FactFinder recommends the 3 ½% increase sought by the Association for 2006 for all employee groups it represents. Parenthetically, the FactFinder would observe that even this increase is not likely to bring the sergeants' compensation in line with that provided in the other comparable communities. Despite the difficulties of proposing different levels of increase to portions of the same bargaining unit, and despite the parties past history of providing the same percentage increases to all ranks within this unit, the FactFinder encourages the parties to discuss some method of closing this wage gap. If this situation is not addressed, the parties are likely to continue to struggle in recruiting qualified candidates for the position of sergeant.

For the same reason, the FactFinder determines that some modification to the rank wage differential is in order. While aware of the City's desire to eliminate the rank wage differential, the FactFinder believes that its elimination would be inappropriate at this point. First, this differential has been a part of the parties' bargaining history for many years. Second, no consideration was offered by the City in its attempt to eliminate the rank wage differential, nor is any available which allows the FactFinder to comfortably eliminate this contractual provision.

Moreover, even with the existence of this differential, compensation to sergeants has fallen significantly behind that provided in the other communities considered comparable by the parties. Therefore, the FactFinder does not recommend elimination of the differential.

Instead, given the compensation dilemma of the sergeants, the FactFinder determines that some increase is in order to try to bring the position more into comparability. In doing so, the FactFinder is mindful of the City's concern with the integrity of its revenue stream, and limits the increases to the final two years of the contract, at ½% each year.

RECOMMENDATION:

That the wages of the employees in this unit be increased 3 ½% in each of the 3 years of this contract, and that as of January 1, 2005, the rank wage differential paid to sergeants increase to 16%, and, as of January 1, 2006, that rank wage differential paid to sergeants be increased to 16 ½%.

ISSUE NO. 4 – HEALTH CARE

ASSOCIATION'S POSITION

The Association seeks to maintain health care insurance provisions as they currently exist. The Association suggests that the change already made by the City was done unilaterally and without any bargaining, bargaining which was required under the terms of the agreement between the parties. In support of this suggestion, the Association offered Union Exhibit 10. This exhibit portrayed the outstanding Grievance scheduled for arbitration on January 6th concerning whether the City was permitted to modify the existing health plan in the manner in which it occurred. The Association also offered Union Exhibit 11. This was a March 23, 2002 newspaper report indicating that the City would benefit by medical insurance company stock which it "cashed in" in the approximate amount of \$2 Mil. The account went on to report that these funds were used to pay down loans taken out by the City to cover unanticipated losses in its golf course venture. According to this report, using the funds in this manner was likely to yield an annual savings of \$600,000.00 for the City. The Association offered the exhibit to highlight the windfall, and to make the point that none of the windfall was utilized to reduce the cost of employees' health benefits.

CITY'S POSITION

The City seeks to modify its health care provision in line with changes made earlier this year. In support of that request, the City offered City Exhibit T and City Exhibit U. City Exhibit T was offered as a reflection that at least one bargaining unit had already accepted this modification. City Exhibit U was offered to indicate that this modification had been imposed on the city's non-bargaining unit people. The City also offered City Exhibit R to suggest that the alternative health benefits would result in a savings to the City (attributable to this unit) of approximately \$25,000.

DISCUSSION

The parties recognized that employers uniformly are facing health benefit costs which are increasing at unpredictable rates far exceeding any other costs of operation. The City's requested relief is similar to requests being made by other governmental entities. Obviously, achieving this benefit was so important to the City that it willingly risked a grievance and arbitration with all of the attendant costs. The City acknowledged that the implementation of the alternate health plan within this bargaining unit would save \$25,000 annually. This savings however does not include the financial benefit that the City realized in redeeming its Anthem shares. While that savings was put to loan reduction use, the evidence suggested that the loan reductions would yield an annual benefit for the City of \$600,000.00.

RECOMMENDATION:

That the "health benefits" modification instituted by the City be incorporated into the new agreement. The FactFinder has incorporated as Attachment B what he believes to be a rendition of this modification. However, the FactFinder recognizes that he did not insure that he had the correct language prior to leaving the hearing on the 19th. Therefore, the FactFinder is willing to address the issue of the correctness of this language without additional charge to the parties. Further, the City is directed to implement the choice alternative discussed between the City's representative and the Association's representative at the hearing.

ISSUE NO. 5 – NEW ARTICLE: PENSION PICK UP

ASSOCIATION'S POSITION

The Association seeks a modification by adding New Article 36 to the agreement. This provision would read as follows:

For the duration of this agreement, the employer shall pay on behalf of each Bargaining Unit Member, the member's share of the Police and Fire pension contribution to the State of Ohio Police and Fire Pension fund in accordance with the rules of State of Ohio Police and Fire Pension fund. This amount shall be equal to six per cent (6%) of each employee's gross wage.

The Association seeks incorporation of a pension pick up benefit not formerly enjoyed by this group. The Association seeks to have the City pay six per cent (6%) of the ten per cent (10%) contribution each unit member must make for coverage under the police and fire pension plan. The Association makes this request for several reasons: first, other groups of the City's employees already enjoy this benefit. These groups include the City's police patrol officers, its telecommunicators, its AFSCME group and its nonbargaining employees. Second, other comparable communities, including the City of Mansfield, provide this benefit to their rank police officers.

CITY'S POSITION

The City first took the position that the combination of Ohio Revised Code Sections 4117.10 and 742.31 prevent the parties from negotiating over this matter, suggesting that ORC 4117.10 prevents such negotiation concerning a matter dealing with retirements. The City went on to point out that it had strenuously resisted the police patrol officers' successful pursuit of this benefit, and that the other represented employee groups who receive this benefit, such as the telecommunicators and the AFSCME group made concessions to acquire this benefit.

DISCUSSION

As the City has granted this benefit to several employee groups, both represented and unrepresented, the FactFinder cannot accept the City's argument that somehow this issue is beyond the scope of these negotiations. Moreover, as this benefit has now been granted to a significant portion of the City's employees, the FactFinder believes that this group of rank patrol officers should, if they desire, receive it as well. While the City may have resisted the granting of pension pick up to its patrol officers, it did not strenuously oppose granting it to other groups willing to trade negotiating consideration for it.

The FactFinder recognizes the City's position that this benefit should be bargained for, and believes that for the Association to obtain it, the City should receive something of value in return. The FactFinder has already granted the City the health benefit modification that it seeks, and granted that benefit in the first year of this agreement. As the information provided to the FactFinder suggests that the value of this pension pick up benefit is greater than the value of the medical insurance concession already recommended, the FactFinder has incorporated the following recommendations.

First, the FactFinder recommends that this benefit be delayed until the second year of this agreement, and then introduced in two portions: the first half-portion in the second year of the new agreement, and the balance implemented in the third year of this agreement. The FactFinder believes the "staging in" of this benefit will cause its value to more closely approximate the value of the health plan benefit modification recommended to the City in ISSUE 4 above.

RECOMMENDATION:

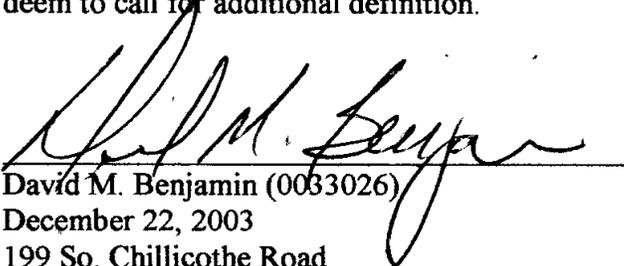
That the parties' agreement include a new Article 36 entitled "Pension Benefits", which shall read as follows:

Effective January 1, 2005, and for the duration of this agreement, the employer shall pay on behalf of each Bargaining Unit Member, the member's share of the Police and Fire pension contribution to the State of Ohio Police and Fire Pension fund in accordance with the rules of State of Ohio Police and Fire Pension fund. This amount shall be equal to three per cent (3%) of each employee's gross wage.

Effective January 1, 2006, and for the duration of this agreement, the employer shall pay on behalf of each Bargaining Unit Member, the member's share of the Police and Fire pension contribution to the State of Ohio Police and Fire Pension fund in accordance with the rules of State of Ohio Police and Fire Pension fund. This amount shall be equal to six per cent (6%) of each employee's gross wage, including the three per cent (3%) ordered effective January 1, 2005.

ISSUES OF TENTATIVE AGREEMENT

In addition to the issue at impasse, the Parties have made proposals, concessions, and withdrawal of proposals in the course of bargaining. Tentative Agreement has been reached on the issues outlined in Attachment A to this Report and Recommendations. It is recommended that the above identified issues of Tentative Agreement be included in the Parties' Contract. It is further recommended the remainder of the Contract, with the exception of the above wage increase recommendation and Tentative Agreements, remain the same as in the immediately preceding Contract. The FactFinder also recognizes the rapidity with which the parties and the FactFinder moved in order to complete this activity within the time period permitted by the state statute. Therefore, in the event that neither party rejects his Report and Recommendations, and upon the payment of the statement which accompanies, the FactFinder will, at no additional charge to the parties, address himself to any issues which the parties mutually deem to call for additional definition.



David M. Benjamin (0033026)

December 22, 2003

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CITY OF WARREN AND THE FOP/OLC

SERB CASE 03 MED-10-1092

Dated 12/19/03

TENTATIVE AGREEMENTS AND OR UNCHANGED ITEMS: The following is a list of Tentative Agreements/Unchanged Items between the parties for these negotiations:

ARTICLE

- 1 Purpose of Agreement
- 2 Recognition
- 3 The City's Management Responsibilities
- 4 Union Representation (T/A)
- 5 No Strike or Lock-Out
- 6 Union Security and Dues Check Off
- 7 Pledge Against Discrimination and Coercion
- 8 Labor/Management Communications
- 9 Adjustment of Grievances (T/A)
- 10 Disciplinary Procedure (Proposal Withdrawn)
- 11 Seniority
- 12 Termination of Agreement (T/A)
- 13 Labor-Management Meetings
- 16 Miscellaneous Allowances (Proposal Withdrawn)
- 17 Sick Leave
- 18 Military Leave (Proposal Withdrawn)
- 19 Service Connected Disability (Proposal Withdrawn)
- 20 Separation and Termination Pay
- 21 Severance Pay (Proposal Withdrawn)
- 22 Holidays
- 23 Vacations (Proposal Withdrawn)
- 24 Exemplary Attendance Award (T/A)
- 26 Life Insurance
- 27 Family and Medical Leave
- 28 Professional Liability Insurance
- 29 FOP/OLC Office

- 30 Employee Rights
- 31 Personnel Files
- 32 Chemical and Mechanical Testing *(Proposal Withdrawn)*
- 33 Severability Clause and Midterm Clause *(T/A)*
- 34 Promotions
- 35 Detrimental Force Critical incident *(T/A)*



FOR THE UNION
Charles Wilson
Staff Representative



FOR THE CITY
Gary Cicero
Human Resources Director

EXHIBIT "A"
TO
DRAFT NO. 2051

ARTICLE 16 - HEALTH CARE BENEFITS*

The cost of health care benefits shall be paid by the City, except as follows:

1. No coverage shall apply until a new employee has completed thirty (30) calendar days of service.
2. No coverage shall apply after thirty (30) consecutive days of unpaid leave of absence (excluding family leave).
3. No coverage shall apply immediately after retirement, separation or termination.

Benefits shall be as in the EXHIBIT A SCHEDULES and as follows:

1. New employees will not be covered for pre-existing conditions. Pre-existing conditions are illnesses, injuries, or conditions for which the employee or dependent has sought medical advice and/or treatment within twelve (12) months prior to their coverage date.
2. Dental Cap is \$2,000.00
3. Vision Care -

Covered Services:	Maximum lens payment:		
		Per Lens	Per Pair
1.) Eye examination - one per year. Maximum payment \$25.00 per exam	Single vision	\$15	\$ 30
2.) Frames - one set every 2 years. Maximum payment \$20 per frame	Bifocals	\$20	\$ 40
	Trifocals	\$30	\$ 60
3.) Lenses - one pair per year.	Lenticular	\$50	\$100
	Contact lenses (cosmetic)	\$20	\$ 40
	Contact lenses (medically necessary)	\$40	\$ 80

Benefits shall continue to be provided by such method and through such carriers, if any, as the City in its sole discretion shall determine. Any contracts entered into by the City with respect to the existing benefits and the changes made herein shall be consistent with this Article.

*This benefit shall only apply to the Board of Health employees upon approval of the Board of Health.

DRAFT 2051



**City of Warren
SuperMed Plus
Alternate Option**



Benefits	Network	Non-Network
Benefit Period	January 1 st through December 31 st	
Dependent Age Limit	25; Removal upon End of Calendar Year	
Lifetime Maximum	\$1,000,000	
Benefit Period Deductible – Single/Family ¹	\$200/\$400	\$400/\$800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Including Deductible) – Single/Family	\$500/\$1000	\$1,200/\$2,400
Physician/Office Services		
Office Visit (Illness/Injury) ²	\$15 copay, then 100%	70% after deductible
Urgent Care Facility Services ²	\$15 copay, then 100%	70% after deductible
Voluntary Second Surgical Opinion	90% after deductible	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Preventative Services		
Office Visit/Routine Physical Exam (One exam per benefit period) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (Birth to age one, limited to a \$500 maximum; Ages one to nine, limited to a \$150 maximum per benefit period) ²	\$15 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	90% after deductible	70% after deductible
Routine Mammogram (One, limited to an \$85 maximum per benefit period)	90% after deductible	70% after deductible
Routine Pap Test (One per benefit period)	90% after deductible	70% after deductible
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	90% after deductible	70% after deductible
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (Unlimited)	90% after deductible	70% after deductible
Occupational Therapy Facility and Professional	90% after deductible	70% after deductible
Chiropractic Therapy – Professional Only (Unlimited)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (Unlimited)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Professional Services	90% after deductible	70% after deductible
Emergency use of an Emergency Room	90% after deductible	
Non-Emergency use of an Emergency Room	90% after deductible	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Professional Services	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (180 days per benefit period)	90% after deductible	70% after deductible
Additional Services		
Allergy Testing and Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (60 visits per benefit period)	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing (\$5,000 maximum per benefit period)	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (10 days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (10 visits per benefit period)	90% after deductible	70% after deductible
Prescription Drug Options:	\$5 GenForm/\$10 BrandForm \$15 Non-form	\$20 GenForm/\$40 BrandForm \$60 Non-form

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible expenses incurred for services by a non-network provider will also apply to the network deductible out-of-pocket limits.

Coinsurance expenses incurred for services by a non-network provider will also apply to the network coinsurance out-of-pocket limits.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

¹Maximum family deductible. Member deductible is the same as single deductible.

²The office visit copay applies to the cost of the office visit only.

DENTAL SCHEDULE OF BENEFITS

Benefit Period	Calendar year
Benefit Period Deductible	\$50 per Covered Person
Maximum Benefit Payable per Covered Person per Benefit Period	\$2,000
Dependent Age Limit	The end of the calendar year of the 19th birthday or the end of the calendar year of the 25th birthday if the dependent is a Full-time Student

It is important that you understand how MMO calculates your responsibilities under this coverage. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

Type of Service	Maximums and Limitations
Oral Exams	Two exams per Benefit Period
Bitewing x-rays	Two sets per Benefit Period
Full-mouth x-rays/Panorex	One every 36 months
Prophylaxis	Two per Benefit Period
Topical Fluoride Applications	Two per 12 months
Sealants	Once each 36 months for Eligible Dependent children under age 19
Space Maintainers	For Eligible Dependent children under age 19
Crowns	Once every five years per tooth
Prosthetics (Fixed)	Once every five years per unit
Inlays	Once every five years per tooth
Onlays	Once every five years per tooth
Dentures (Complete and Partial)	Once every five years Relining and rebasing is covered if done no less than 12 months after initial placement but not more than once in any 36 month period. One replacement of a temporary denture if a permanent denture is installed within 12 months of the installment of the temporary denture.

DENTAL PAYMENT SCHEDULE

Type of Service	You Pay the Following
<ul style="list-style-type: none"> • oral examinations/evaluations • bitewing x-rays • prophylaxis • space maintainers • fluoride applications • emergency palliative treatments 	0% of the Usual, Customary and Reasonable Amount. No deductible is required for these services
<ul style="list-style-type: none"> • inlays • onlays • crowns • dentures (complete & partial) • prosthetics (fixed) 	20% of the Usual, Customary and Reasonable Amount.
For all other Covered Services	20% of the Usual, Customary and Reasonable Amount.

ORTHODONTIC SERVICES	
Maximum Benefit Payable per Covered Person	\$2,000 per Lifetime
Eligibility	Available for all Covered Persons, regardless of age.
Your Payment Amount	20% of the Usual, Customary and Reasonable Amount

BENEFIT VERIFICATION

Required for any Course of Treatment exceeding \$500 or involving one or more crowns.