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02/18/13 @

3:10 pm

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**IN THE MATTER OF FACT-FINDING
BETWEEN**

**CITY OF WARREN)
)
)
AND)
)
)
OHIO PATROLMEN'S BENEVOLENT)
ASSOCIATION, COMMUNICATION)
COORDINATORS UNIT)**

CASE NO. 12-MED-10-1135

**FINDINGS
AND
RECOMMENDATIONS**

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE CITY

**Enzo C. Cantalamessa
Director of Public Service & Safety**

**David D. Daugherty
Personnel Supervisor**

FOR THE OPBA

**Daniel J. Leffler
Attorney at Law**

SUBMISSION

This matter concerns fact-finding proceedings between the City of Warren (hereinafter referred to as the Employer or City) and the Ohio Patrolmen's Benevolent Association, Communication Coordinators Unit (hereinafter referred to as the Union or OPBA). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. The fact-finding hearing was held on January 15, 2013 in Warren, Ohio.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. Pursuant to mediation efforts, the parties reached a tentative agreement on all outstanding issues at impasse. However, the parties requested that this fact-finder issue his recommendations incorporating the tentative agreement reached.

The bargaining unit consists of all individuals employed by the City in the classification of Communication Coordinator. There are currently twelve dispatchers in the unit.

This fact-finder in rendering the following recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). As indicated, this fact-finder incorporates into his recommendations the tentative agreements reached by the parties as a resolution of all of the outstanding issues at impasse.

OPBA and City of Warren
Fact-Finding – January 15, 2013
Proposed Resolution

1. Article 17, Section 2: Employees Without Seniority Rights:

CITY position: Add and delete language.

UNION position: Keep current language.

RESOLUTION: Keep current language.

2. Article 20, Section 2: Hours of Work:

CITY position: Add language.

UNION position: Keep current language.

RESOLUTION: Keep current language.

3. Article 21, Section 5: Change in Job Classifications, New Section:

CITY position: Opposed to new section and language

UNION position: Add language.

RESOLUTION: Keep current language.

4. Article 22, Section 6: Overtime:

CITY position: Delete Language.

UNION position: Keep current language.

RESOLUTION: Keep current language.

5. Article 22: Section 7: Overtime: New language:

CITY position: Add new language.

UNION position: Add new language.

RESOLUTION: Keep current language. OPBA will sign an extension of Time-off MOU.

6. Article 24, Section 1: Pay Rates:

CITY position: 0%, in 2013, 0% in 2014, 0% in 2015. Reduce the tier wage scale for employees hired after 1/1/2013.

UNION position: 3% in 2013, 3% in 2014, 3% in 2015. Increase coordinator-in-charge (CIC) add-on to \$1.00/ hour.

RESOLUTION:

Section 1: The following hourly pay rate will be in effect as so indicated:

<u>Classification</u>	<u>Prevail.* Rate/Hr. 01/01/13</u>
Communication Coordinator Supervisor	20.14
Communication Coordinator (TAC)	19.47
Communication Coordinator (Assistant TAC)	19.12
Communication Coordinator	18.72

The supervisor position when vacant, shall be given to the most qualified, senior Communication Coordinator who requests the position within five (5) days of the vacancy. The supervisor may elect to vacate their position during the bidding of schedules to become a Communication Coordinator.

The Communication Coordinator Leads Terminal Agency Coordinator (TAC) shall be given to the most qualified senior Communication Coordinator who requests the position within five (5) days of the vacancy. If qualifications are relatively equal, the TAC position will be awarded to the senior Communication Coordinator. If no requests are made, the City shall mandate the assignment to any

Communication Coordinator. The scheduling of the TAC shall be flexible but mainly day turn. The TAC shall not be scheduled on the regular Communication Coordinator's shift.

An Assistant TAC shall be given to the most qualified senior Communication Coordinator who requests the position within five (5) days of the vacancy. If qualifications are relatively equal, the Assistant TAC position will be awarded to the senior Communication Coordinator. If no requests are made, the City shall mandate the assignment to any Communication Coordinator. The Assistant TAC shall bid and be scheduled on the regular Communication Coordinator's shift. The Assistant TAC shall assist the TAC in all daily TAC duties. (City does not oppose the new language with respect to the Assistant TAC)

Effective for 1/1/2014 and 1/1/2015, the City and the Union shall meet to reopen the Pay Rate contained in this article. The Pay Rate reopener shall be subject to the dispute resolution procedure of R.C. 4117.

Section 2: Bargaining Unit Employees appointed into the bargaining unit prior to January 1, 2013 shall be paid in consideration of the following provisions:

<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>
70% of prevailing rate	80% of prevailing rate	90% of prevailing rate	Prevailing rate

Any employee appointed into the bargaining unit after January 1, 2013, shall be paid as follows:

1st Year Full-Time Appointment	2nd Year Full-Time Appointment	3rd Year Full-Time Appointment	4th Year Full-Time Appointment	5th Year Full-Time Appointment
60% of Prevailing Rate	67.5% of Prevailing Rate	75% of Prevailing Rate	82.5% of Prevailing Rate	90% of Prevailing Rate

Any employee shall receive the next higher percentage on their full-time appointment anniversary date each year until they reach the prevailing rate regardless of their classification.

The Director of Public Service and Safety shall have the right under these circumstances to appoint an employee at a rate that is higher than sixty percent (60%) but not to exceed seventy-five percent (75%) of the prevailing rate. This provision shall only apply when the job applicant has minimum of five (5) years experience as a Communication Coordinator/911 Dispatcher.

Section 3: COMMUNICATOR IN CHARGE “ADD-ON”: Each eight hour turn (except those turns worked by the Communication Coordinator Supervisor) shall have a Communicator in charge of day to day operations and decisions needed in the Communication Center for that shift. If additional decisions are required, the (C.I.C.) will contact the Turn Commander. This function will be assigned the senior communication coordinator working the turn and will be paid **sixty cents (60¢)** per hour in addition to the regular rate of pay.

7. Article 27: Longevity:

CITY position: Keep current language

UNION position:

RESOLUTION: Union position.

Full time bargaining unit employees will be paid longevity on the basis of the following formula:

- A. First five (5) full years of service with the City of Warren--none.

After five (5) full years of service—**\$6.50** per month for each full year of service.

Longevity earned pursuant to this section shall be payable on the first pay period of each month.

Longevity shall begin on the first day of the month next succeeding the employee's anniversary date of employment.

Any municipal service, part-time or seasonal in nature, shall not count for longevity purposes.

- B. Continued longevity shall not be available to a person who terminates employment or is terminated by the City and later returns to City employment. An employee will be eligible for appropriate longevity credit in accord with the amount of continuous full-time service with the City.

8. Article 28, Section 1: Holidays:

CITY position: Keep current language

UNION position: Add the day after Thanksgiving (Total of twelve (12) Holidays)

RESOLUTION: Union position.

Section 1: **PAY FOR HOLIDAYS WORKED:** Hours worked by a member of the bargaining unit under this Contract on any of the holidays specified below shall be paid at the rate of time and one half (1-1/2) for each hour's work plus eight (8) hours of additional holiday pay.

The first day of January
The third Monday of January
The third Monday of February
The last Monday in May
May 15 (effective in 2002)
The 4th of July

The first Monday of September
The second Monday of October
November 11
The fourth Thursday in November
The day after Thanksgiving
The 25th day of December

9. Article 31, Section 2: Health Care Benefits:

CITY position: The City proposes reduced benefits (Plan B) for employees hired after January 1, 2013. If wages are increased, the City proposes to add a premium contribution.

UNION position: Keep current language

RESOLUTION:

Section 2. **HEALTH CARE BENEFITS:** The cost of health care benefits shall be paid by the City, except as follows:

1. No coverage shall apply until an 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), retirement or strike.
3. No coverage shall apply immediately after separation or termination.

Benefits for employees hired prior to January 1, 2013 shall be as in the EXHIBIT A SCHEDULES and benefits for employees hired after January 1, 2013 shall be as in EXHIBIT B 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 received medical advice and/or treatment within twelve (12) months prior to their coverage date.

2. The Dental Cap is \$2,000.00.

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.

10. Article 32, Section 1, Sick Leave:

CITY position: Add new language.

UNION position: Keep current language.

RESOLUTION: Keep current language.

11. Article 36, Section 2, Uniform Allowance and Uniform Maintenance

CITY position: No increase

UNION position: Increase from \$ 400.00 to \$ 500.00 (Uniform Allowance) and increase from \$200.00 to \$ 300.00 (Uniform Maintenance)

RESOLUTION: Keep current language.

MEMORANDUM OF UNDERSTANDING

EMPLOYEE LEAVE

This Memorandum of Understanding ("MOU") is made by and between the Ohio Patrolmen's Benevolent Association ("OPBA") and the City of Warren ("City") for the bargaining unit consisting of Communication Coordinators, exclusively.

IT IS AGREED:

1. For the period of 7:00 a.m. until 6:59 a.m. of the next day, a total of five (5) bargaining unit employees shall be permitted off as a result of vacation, compensatory time (time-coming), personal day, holiday, planned sick leave, any unpaid leave of absence or regular schedule day off. Such number of employees excludes the TAC and any of the TAC's time off. Benefit days off shall be chosen by seniority. All other time off approval shall be at the sole discretion of the Division Commander.
2. The MOU is made upon condition that it does not establish precedent or "past practice" for the utilization or administration of any right, provision, and/or benefit under the collective bargaining agreement and/or law. It shall not diminish any right of the employees under law or the collective bargaining agreement except establishing the total number of employees permitted off as stated in paragraph one (1).
3. The MOU is made upon condition that the OPBA does not waive its right to contest in any venue and upon any authority any future proposal, threat or action of the City relating to any conduct, including but not limited to any effort to liquidate and/or pay employees their accrued and/or earned compensatory time (time-coming) against their wishes.
4. The Employer shall permit a sixth (6th) bargaining unit employees off as a result of vacation, compensatory time (time-coming), personal day, holiday, planned sick leave, any unpaid leave of absence, provided the bargaining unit employee arranges for a replacement employee.
5. This MOU shall be in effect for a term effective January 1, 2013 through December 31, 2013 upon which day this MOU shall be null and void and shall not be referred to any action after such date.

6. This MOU shall be subject to the parties' grievance and arbitration procedure of the collective bargaining agreement for any alleged violation of this MOU.

CITY OF WARREN:

OPBA:

Date

Date

Your Anthem Benefits



City of Warren
Blue AccessSM (PPO) (Communication Coordinators)
Summary of Benefits

Exhibit A

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$200/\$400	\$400/\$800
Out-of-Pocket Limit (Single/Family)	\$500/\$1,000	\$1,200/\$2,400
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	\$15/\$15	30%
• allergy injections (PCP and SCP)	10%	30%
• allergy testing	10%	30%
• routine and non-routine mammograms (regardless of outpatient setting)	\$15	30%
• diabetic education (regardless of outpatient setting)	\$15	30%
• certain medical nutritional therapy (regardless of outpatient setting)	\$15	Not Covered
• MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds	10%	30%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Routine Vision and Hearing exams		
• Physician Home and Office Visits (PCP/SCP)	\$0/\$0	30%
• Other Outpatient Services @ Hospital/Alternative Care Facility	10% -If possible this shall be 0%	30%
Emergency and Urgent Care		
• Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted)	10%	10%
• Urgent Care Center Services	\$15; then 100%	\$15; then 100%
Inpatient and Outpatient Professional Services Include but are not limited to:	10%	30%
• Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams		
Inpatient Facility Services Unlimited days except for:	10%	30%
• 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis)		
• 180 days Network/Non-Network combined for skilled nursing facility		
Outpatient Surgery Hospital/Alternative Care Facility	10%	30%
• Surgery and administration of general anesthesia		
Other Outpatient Services (including but not limited to):	10%	30%
• Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services.		
• Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy)		
• Private Duty Nursing - \$5,000 maximum per calendar year		
• Durable Medical Equipment and Orthotics (Network/Non-network combined) – Unlimited maximum (excluding Prosthetic Devices and Medical Supplies)		
• Prosthetic Devices - Unlimited maximum		
• Physical Medicine Therapy Day Rehabilitation programs		
• Hospice Care	0%	10%
• Ambulance Services	10%	10%

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical therapy: Unlimited visits Occupational therapy: Unlimited visits Manipulation therapy: Unlimited visits Speech therapy: Unlimited visits 	\$15/\$15 10%	30% 30%
Behavioral Health Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility	10% \$15/\$15 10%	30% 30% 30%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	10%	30%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Anthem Rx Direct Mail Service: (90-day supply) Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$5/\$20/\$30 \$10/\$40/\$60	50%, min \$30 ⁵ Not Covered
Lifetime Maximum (Combined Network and Non-network)⁶		

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, coinsurance and out-of-pocket maximums do accumulate toward each other.
- Specialist co-payment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network Provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.
- Benefit period = calendar year
- These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.
- We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.
- Kidney and Cornea are treated the same as any other illness and subject to the medical benefits.
- If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.
- Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Precertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):
 12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

Anthem Blue Cross and Blue Shield is the trade name of Community Insurance Company.
 An Independent licensee of the Blue Cross and Blue Shield Association.
 ®Registered marks Blue Cross and Blue Shield Association.

Your Anthem Benefits



City of Warren Blue AccessSM (PPO) (Communication Coordinators) Summary of Benefits

Exhibit B

Covered Benefits	Network	Non-Network
Deductible (Single/Family)	\$500/\$1000	\$1000/\$2000
Out-of-Pocket Limit (Single/Family)	\$2,000/\$4,000	\$4,000/\$8,000
Physician Home and Office Services (PCP/SCP) Primary Care Physician (PCP)/Specialty Care Physician (SCP) Including Office Surgeries and allergy serum:	\$15/\$20	40%
<ul style="list-style-type: none"> allergy injections (PCP and SCP) 	20%	40%
<ul style="list-style-type: none"> allergy testing 	20%	40%
<ul style="list-style-type: none"> routine and non-routine mammograms (regardless of outpatient setting) 	\$15	40%
<ul style="list-style-type: none"> diabetic education (regardless of outpatient setting) 	\$15	40%
<ul style="list-style-type: none"> certain medical nutritional therapy (regardless of outpatient setting) 	\$15	Not Covered
<ul style="list-style-type: none"> MRAs, MRIs, PETS, C-Scans, Nuclear Cardiology Imaging Studies and non-maternity related Ultrasounds 	20%	40%
Preventive Care Services Services include but are not limited to: Routine Exams, Pelvic Exams, Pap testing, PSA tests, Immunizations ¹ , Annual diabetic eye exam, Routine Vision and Hearing exams		
<ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) 	\$15/\$20	40%
<ul style="list-style-type: none"> Other Outpatient Services @ Hospital/Alternative Care Facility 	20%	40%
Emergency and Urgent Care		
<ul style="list-style-type: none"> Emergency Room Services @ Hospital (facility/other covered services) (copayment waived if admitted) 	\$150/20%	\$150/20%
<ul style="list-style-type: none"> Urgent Care Center Services 	\$75	\$75
Inpatient and Outpatient Professional Services Include but are not limited to:	20%	40%
<ul style="list-style-type: none"> Medical Care visits (1 per day), Intensive Medical Care, Concurrent Care, Consultations, Surgery and administration of general anesthesia and Newborn exams 		
Inpatient Facility Services Unlimited days except for:	20%	40%
<ul style="list-style-type: none"> 60 days Network/Non-Network combined for physical medicine/rehab (limit includes Day Rehabilitation Therapy Services on an outpatient basis) 180 days Network/Non-Network combined for skilled nursing facility 		
Outpatient Surgery Hospital/Alternative Care Facility	20%	40%
<ul style="list-style-type: none"> Surgery and administration of general anesthesia 		
Other Outpatient Services (including but not limited to):	20%	40%
<ul style="list-style-type: none"> Non Surgical Outpatient Services for example: MRIs, C-Scans, Chemotherapy, Ultrasounds, and other diagnostic outpatient services. Home Care Services (Network/Non-network combined) 90 visits (excludes IV Therapy) Private Duty Nursing - \$5,000 maximum per calendar year Durable Medical Equipment and Orthotics (Network/Non-network combined) - Unlimited maximum (excluding Prosthetic Devices and Medical Supplies) Prosthetic Devices - Unlimited maximum Physical Medicine Therapy Day Rehabilitation programs Hospice Care Ambulance Services 	20%	20%
	20%	20%

Covered Benefits	Network	Non-Network
Outpatient Therapy Services (Combined Network & Non-Network limits apply) <ul style="list-style-type: none"> Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility Limits apply to: <ul style="list-style-type: none"> Physical therapy: Unlimited visits Occupational therapy: Unlimited visits Manipulation therapy: Unlimited visits Speech therapy: Unlimited visits 	\$15/\$20 20%	40% 40%
Behavioral Health Mental Illness and Substance Abuse² <ul style="list-style-type: none"> Inpatient Facility Services Physician Home and Office Visits (PCP/SCP) Other Outpatient Services @ Hospital/Alternative Care Facility	20% \$15/\$20 20%	40% 40% 40%
Human Organ and Tissue Transplants³ <ul style="list-style-type: none"> Acquisition and transplant procedures, harvest and storage. 	20%	40%
Prescription Drugs⁴ Network Tier structure equals 1/2/3 (and 4, if applicable) <ul style="list-style-type: none"> Network Retail Pharmacies: (30-day supply) Anthem Rx Direct Mail Service: (90-day supply) Specialty Medications must be obtained via our Specialty Pharmacy network in order to receive network level benefits.	\$10/\$20/\$30 25% \$100 max* \$1,500 out-of-pocket max \$10/\$40/\$60 \$20/\$40/\$60 25% \$100max* \$1,500 out-of-pocket max	50%, min \$30 ⁵ Not Covered
Lifetime Maximum (Combined Network and Non-network)⁶		

Notes:

- Flat dollar copayments are excluded from the out-of-pocket limits. Also Prescription Drug deductibles/copayments/coinsurance and Non-network Human Organ and Tissue Transplants are excluded from the out-of-pocket limits.
- Deductible(s) apply only to covered medical services listed with a percentage (%) coinsurance. However, the deductible does not apply to Emergency Room Services @ Hospital where a percentage (%) coinsurance applies to other covered services.
- Network and Non-network deductibles, coinsurance and out-of-pocket maximums do accumulate toward each other.
- Specialist co-payment is applicable to all Specialists excluding General Physicians, Internist, Pediatricians, OB/GYN's and Geriatrics or any other Network Provider as allowed by the plan.
- Physicians Home and office visit copayment also applies if the office visit is billed with allergy injections.
- No copayment/coinsurance means no deductible/copayment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice.
- Certain diabetic and asthmatic supplies have no deductible/copayment/coinsurance up to the maximum allowable amount at network pharmacies except diabetic test strips.

¹ Benefit period – calendar year

² These covered services are not subject to the deductible/copayment if you have a flat dollar copayment and if rendered without an office visit.

³ We encourage you to contact Our Mental Health Subcontractor to assure the use of appropriate procedures, setting and medical necessity. Refer to Schedule of Benefits for limitations.

⁴ Kidney and Corneo are treated the same as any other illness and subject to the medical benefits.

⁵ If applicable, all prescription drug expenses except tier 1, (Network/Non-network, Retail/Mail-service combined) apply to the per individual deductible. Once the deductible is met, the appropriate copayment applies. Also if applicable, the Prescription Drug out of pocket maximum applies to Network Retail and Mail-Service combined.

⁶ Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips

⁷ Prescription Drugs do not accumulate toward the Medical Lifetime Maximum. However, once the Medical Lifetime Maximum is met, no additional Prescription Drug claims will be paid.

Recertification:

- Members are encouraged to always obtain prior approval when using non-network providers. Precertification will help avoid any unnecessary reduction in benefits for non-covered or non-medically necessary services.

Pre-existing Exclusion Period:

We will not provide benefits for services, supplies or charges for any pre-existing condition for the time period specified below (subject to HIPAA portability requirements):
 12 months after the member's enrollment date

A pre-existing condition is a condition (mental or physical) which was present and for which medical advice, diagnosis, care or treatment was recommended or received within the 6 month period ending on the member's enrollment date. Pregnancy and domestic violence are not considered a pre-existing condition. Genetic information may not be used as a condition in the absence of a diagnosis.

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefits and exclusions are contained in the Group Contract, Certificate and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

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CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented at fact-finding. Further, this fact-finder incorporates all previously entered into tentative agreements reached by the parties and recommends that they also be included in the final Agreement.

FEBRUARY 7, 2013


JAMES M. MANCINI, FACT-FINDER

JAMES M. MANCINI

ATTORNEY AT LAW - ARBITRATOR

JEFFERSON CENTRE - SUITE 306
5001 MAYFIELD ROAD
LYNDHURST, OHIO 44124

216 382-9150 Fax 216 382-9152 ManciniJM@aol.com

received
02/14/13

3:10 pm

February 12, 2013

Cherith Alexander
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, Ohio 43215-4213

RE: Case No. 12-MED-10-1135
City of Warren
-and-
OPBA Communication Coordinators Unit

Dear Ms. Alexander:

Enclosed herewith is a copy of my fact-finder's Report as well as the Data Summary Sheet. I was unable to email the same because of the attached Anthem Exhibits.

Thank you.

Very truly yours,

James M. Mancini
James M. Mancini

JMM:em
Enclosures