

**STATE OF OHIO**

**BEFORE THE OHIO STATE EMPLOYMENT RELATIONS BOARD**

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

**CITY OF BEDFORD HEIGHTS**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, Local 1497**

SERB Case # 2013-MED-10-1376

E. William Lewis, Fact Finder

Date of Mediation: December 17, 2014

Date of Hearing: December 23, 2014

**Fact Finding and Recommendations**

**Appearances:**

For the Union:

Daniel A. Powell, Esq.

Diemerit & Associates

1360 S.O.M. Center Road

Cleveland, Ohio 44124

For the City:

Jon M. Delino, Esq.

ZASHIN & RICH

950 Main Avenue, 4<sup>th</sup> floor

Cleveland, Ohio 44113

**AUTHORITY**

In this matter brought before Fact Finder E. William Lewis in keeping with applicable provisions of Ohio Revised Code 4117 and related rules and regulations of the Ohio State Employment Relations Board. The parties have complied in a timely manner with all procedural filings. The matter before the Fact Finder is for consideration and recommendation based on merit and fact according to the provisions of Ohio Revised Code 4117, particular those that apply to Safety Forces and mutual directives of the parties.

In attendance:

For the City:

Mr. Jon Delino Attorney, Advocate

Mr. Ted Gordon Director of Finance(witness)

Mr. Ken Ldeford Fire Chief(witness)

For the Union:

Mr. Daniel Powell Attorney, Advocate

Mr. Larry Genova President, Local 1497(witness)

Mr. Tim Hallisy Local 1497

Mr. Dennis Suhay Vice President, Local 1497(witness)

**BACKGROUND:**

The City of Bedford Heights, hereinafter known as the City/Employer, provides municipal safety services to approximately 10,600 citizens. The International Association of Fire Fighters, Local 1497, hereinafter known as the IAFF/Union, represents a bargaining unit of approximately twenty employees. It is composed of Captains, Lieutenants, Fire fighters, and Fire Fighter Paramedics.

This is a successor agreement to a Collective Bargaining Agreement(CBA) that expired on December 31, 2013. The parties have had a bargaining relationship for many decades. These parties have had three bargaining sessions, all in the month of May 2014, without reaching an agreement.

This fact finder was appointed by the State Employment Relations Board(SERB) on October 22, 2014. After numerous communications between the advocates and the fact finder, a mediation session was scheduled for December 17, 2014. During the mediation session resolutions were reached on six issues, which resulted in a signed TA, dated 12/17/14. The parties agreed to conduct a Fact Finding Hearing on December 22, 2014, address the remaining open issues.

The Articles addressed in the Fact Finding Hearing are as follows:

**ARTICLE VII—SALARIES AND OTHER COMPENSATION**

**ARTICLE VIII—VACATIONS – HOLIDAYS**

**ARTICLE IX—HOSPITALIZATION AND INSURANCE**

**ARTICLE X—LEAVES OF ABSENCE**

**ARTICLE XI—MISCELLANEOUS**

In accordance with Ohio Revised Code 4117.14(C)(4)(e), in making recommendations, the Fact Finder takes into consideration the following factors:

- (1) Past Collectively bargained agreements, if any, between the parties;
- (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 the classification involved;
- (3) The interest 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;
- (4) The lawful authority of the public employer;
- (5) Any stipulations of the parties;

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

The format of this Report will be to identify the issue followed by the party's position and then the fact finders discussion and his recommendation. Where appropriate, the recommended Agreement language will be included or attached. All witness' were sworn in.

**EXHIBITS:**

The following Exhibits were submitted as Joint Exhibits:

- JE #1                                   CBA-between the City of Bedford Heights & International Association of Fire Fighters, Local 1497, Effective January 1, 2011 thru December 31, 2013
  
- JE #2                                   Fact Finder's Report—Susan Grody Ruben, dated June 26, 2014-between City of Bedford Heights & FOP, Lodge 67
  
- JE #3                                   Tentative agreement(TA) dated 12/17/14-between City Of Bedford Heights & IAFF, Local 1497.

The City introduced an Exhibit Booklet composed of Tabs A & B, with numbered exhibits 1 through 25 under Tab B. The city Exhibits will be identified as CE-B1 etc. The Union introduced Exhibits #1 through 8, hereinafter identified as UE-1 etc.

**ARTICLE VII---SALARIES AND OTHER COMPENSATION**

Union Position:

Section 1. Annual Base Pay—Revise to provide annual increases as follows:

Effective:	1/1/14	1/1/15	1/1/16
	2.5%	2.5%	2%

- Pay differential for Fire Lieutenants, increase from 7.4% to 13%, effective 1/1/14.
- Pay differential for Fire Captains, increase from 7.1% to 13.5%, effective 1/1/14.

However, evidence and testimony does not clarify the Union's actual proposal. A minimum of a 10% differential is proposed.

#### Section2. Adjustment for Longevity.

Effective: January 1, 2014, the maximum amount provided shall be no more than \$4,200

Effective: January 1, 2015, the maximum amount provided shall be no more than \$4,400

Effective: January 1, 2016, the maximum amount provided shall be no more than \$4,600.

#### Section 6 Squad Pay.

- All members who are assigned to the main Rescue Squad shall be compensated an additional \$10/shift, equaling \$50/tour.
- Delete the \$15/tour of compensation for members assigned to the second Rescue Squad. However, if dispatched they shall be compensated at \$50/tour.

City Position:

#### Section 1. Annual Base Pay.

1<sup>st</sup> year(2014) 0% increase

2<sup>nd</sup> year(2015) 2% increase

3<sup>rd</sup> year (2016) 2% increase

Pay Differential: Current language

Section 2. Adjustment for Longevity. Current language

Section 6. Squad Pay. Current language

#### DISCUSSION:

There are five other bargaining units in the City of Bedford Heights. Four of the five have settled their contracts with the City. The only other unresolved CBA is the Corrections Officers, represented by the OPBA(CE-B7). The wage adjustments for the settled bargaining units in exhibit CE-B7 are as follows: 1<sup>st</sup> year(2014)-0%, 2<sup>nd</sup> year(2015)-2.5%, and 3<sup>rd</sup> year(2016)-2%.

Are these wage adjustments substandard, as argued by the Union? Comparable wage increases per Union testimony for some contiguous Fire Fighter departments shows, Bedford Fire Fighters getting increases of 2%,2.5%, and 3.25% for years 1011 to 2013; Solon Fire Fighters getting increases of 2.25%, for years 2013 to 2015; Warrensville Heights Fire Fighters having increases of 0%, 3%, and 0% for years 2012 to 2014.

The economic status of Bedford Heights relative to General Fund revenue has been declining since 2009. Even the recently passed Safety Forces levy shows a decline in revenue from 2011 actual receipts, to 2014 estimated receipts(CE-B2). There was no evidence submitted to show that any dramatic increases are expected.

Evidence also indentifies that the City has been using its "Rainy-day" fund to

supplement the General Fund(CE-B2). Testimony from the City's Finance Director, depicted a dangerously low carry-over cash balance. The appropriated cash balance for 2014 was \$35,000(CE-B2,pg.25). However, his testimony verified the \$35,000 estimate to be conservative. His Hearing testimony, estimated the balance to be near \$135,000, still dangerously low, from his perspective when one month's payroll is approximately \$80,000.

Additionally, the City has made a dramatic reduction in the number of full time and part time employees since 2007. The number of full time employees has dropped from 169 in 2007, to 135 in 2013(CE-B5). Also, Hearing testimony indicated that two more full time Service employees were laid off in 2014. The number of part time dropped from 101 in 2007, to 72 in 2013(CE-B5).

When comparing external straight time annual earnings comparables, throughout the Cuyahoga County area, covering thirty two Fire Fighter Units, Bedford Heights ranks fifth from the top. And when you add a potential 2.5% increase for 2015, they could move up to fourth place(CE-B12).

**RECOMMEDATION:**

Section 1. Annual Base Pay. Increase the listed rates of pay as follows:

- 1<sup>st</sup> year(2014)—0%
- 2<sup>nd</sup> year(2015)—2.5%
- 3<sup>rd</sup> year(2016)—2%

**DISCUSSION:** Pay Differential for Lieutenants and Captains.

Lieutenants are currently paid 7.4% more than Fire Fighter 1<sup>st</sup> Grade(Top Rate). Captains are paid 7.1% more than Lieutenants(JE-1). The Union is proposing a parity percentage differential with the Police Sergeants and Lieutenants. Police Sgts. and Lts. are currently paid a differential of 13%. The Fire Fighter's submitted

seniority roster shows that there are three Lts. and three Cpts. Evidence and testimony shows that the Fire Fighter Lts. And Cpts., when compared with the Police Sgts. And Lts., are making an average of \$19,694 and \$11,964 per year more than the Police supervisory personnel(CE-B17). If the Police wage differential percentage were to be applied to the Fire fighter supervisory personnel, an even greater internal earnings disparity would exist.

#### RECOMMENDATION:

Section 1. Increase the Fire Fighter Lieutenants and Captains the same percentage change as was applied to the Police wage differential, of .5%, effective 1/1/15.

- Lieutenants differential to be 7.9% above the Fire Fighter 1<sup>st</sup> Grade rate of pay.
- Captains differential to be 7.6% above Lieutenants rate of pay.

Section 2. Adjustment for Longevity.

#### DISCUSSION:

The City's advocate argues that the Longevity Pay should remain as is, capped at \$4,000. He claims, without rebuttal, that the Fire fighter's longevity is the same as all other Bedford Heights employees.

According to submitted evidence, the average Cuyahoga County top paid Fire Fighter, averages \$1243 of annual longevity pay, with ten years of service(CE-B12). Bedford Height's top fire Fighter averages \$2375 of annual longevity with ten years of service. City Exhibit B-12, identifies that only two County Fire Fighter Departments have better longevity benefits at the ten years of service level.

Based on the current wages, eight of the twenty two bargaining unit members are

at or above the \$4,000 level. This is a generous benefit, in the fact finder's opinion. Longevity pay is not just add-on to annual pay, but added to the Fire fighter base pay, from which other benefits, including overtime, are calculated.

RECOMMENDATION:

**Current Language.**

Section 6. Squad Pay.

DISCUSSION:

Union testimony identified the main Rescue Squad of having three employees assigned to it, per tour. Per their testimony, the main Squad goes out every shift, and the second Rescue Squad goes on call approximately four days per week. This City, according to the Finance Director's testimony, spends between \$80,000 and \$90,000 per year, for Paramedic Squad pay. Per submitted evidence, Paramedic Squad Pay at Bedford Heights averages \$3,325/ year, per bargaining unit member(CE-B12).

The average Squad Pay for Cuyahoga County Fire fighter is \$1907/year(CE-12). The Union's submitted comparables for the contiguous Fire Departments Squad Pay, averages a high of \$1793/year. Considering the City's expenditure for Paramedic services, and comparable evidence, the fact finder cannot justify an increase to Squad Pay.

RECOMMENDATION;

Current language.

**ARTICLE VIII---VACATION AND HOLIDAYS**

City Position:

Section 2.

- Change third sentence to read as follows:  
One Fire Fighter per shift shall be allowed of on vacation.

Section 5. Holidays.

- Reduce holiday hours to 168.
- Delete first sentence of second paragraph, which reads as follows:  
Holiday selection shall be in accordance with existing department practice.

Union Position:

Current language, except, that the term Fire Fighter is to apply to all members of the bargaining unit when used in this Article.

DUSCUSSION:

The selection of time off for vacations and holidays is completed by December 31, of the year prior to taking the time off. Thus, the first year of this CBA is already completed and the time taken. Also, according to joint testimony, selection for time off for 2015 has also been completed. Any changes to this Article VIII would be effective for the year 2016, per Employer testimony.

No testimony was introduced to show that any changes were made to these type provisions in the other CBA's within the City. Joint Exhibit #2, Fact Finder Ruben's Report, identifies that the Police Department's Patrol Officers, and Ranking Officers, also have thirteen paid holidays.

Considering all the other "give backs" being sought by the City, in this round of

bargaining, the fact finder cannot justify changing this article for one year's implementation. This bargaining unit does have a lot of paid time off, at least compared to the selected bargaining units in CE-B14. However, the City's administrative concerns might well be a topic of the Joint Labor/Management Committee.

**RECOMMENDATION:**

Current language, except add a new second sentence to Section 3, to read as follows:

- The term Fire Fighter when used in this Article, shall apply to all bargaining unit members.

**ARTICLE IX—HOSPITALIZATION AND LIFE INSURANCE**

City Position:

- Effective January 1, 2015, maintain employee premium contributions at eight percent (8%) of City cost (or fully-insured equivalent rate) of hospitalization and prescription drug costs, but eliminate \$90 cap on employee premium share.
- Effective March 1, 2015, modify hospitalization plan design as follows:
  - + Co-insurance—90%
  - + Annual out-of-pocket maximum

In-Network	Out-of-Network
Single: \$1000 (Does not include deductible)	\$2000
Family: \$2000 (Does not include deductible)	\$4000

+ Annual deductible

In-Network	Out-of-Network
Single \$500	\$1000
Family \$1000	\$2000

+ Prescription drug

Co-pays: \$10 generic

\$25 name brand formulary

\$40 name brand non-formulary

Mail order - \$25, \$60, \$90 (includes mandatory generic and mandatory mail order provision)

+ Emergency room co-pay - \$100 then 90%

+ Office visit co-pay

Primary care physician - \$15, then 90%

Specialist - \$30, then 90%

+ Urgent care co-pay - \$35, then 90%

- Require that where an employee's spouse has coverage available through their employer, and the spouse remains covered under the City's plan, the employee shall be assessed an additional \$100 per month.
- Eliminate references to Kaiser HMO.

Union Position:

Per their Pre-submittal, current language.

DISCUSSION:

The current health insurance plan provides for in-network benefits of a 100% co-

insurance and zero deductibles. Employees now contribute 8% of the premium, capped at \$90/month. The Employer proposed plan keeps the 8% employee premium contributions, but removes the \$90 cap. Thus, effective 1/1/15 employee monthly contributions for family coverage would increase approximately \$50/month. Single employee contributions would remain the same, at least from what evidence was submitted.

Also, under the City's proposal, to become effective 3/1/15, deductibles of zero would be \$500(single), and \$1000(family). The other significant health insurance coverage change would be that the employee would pay 10% of the co-insurance for the provided benefit. Prescription drug co-pays would also moderately increase.

These changes seem monumental. However, when compared to what other public employees are paying for their health coverage, the proposed changes are still less costly to these employees than what others are paying. The average Ohio public employee pays 11.9% of the premium for single coverage. And the average premium for family coverage is 12.7%(SERB 2014 Annual Insurance Report-CE-B9). Employees of cities with a population under 25,000, on average, pay 10.4% of the premium for single coverage, and 10.5% for family coverage. In fire districts, the statewide percentage employee contribution for single is 9.2%, and 8.5%, for family coverage. The Cleveland area average monthly percentage paid by employees is 10.6%, single, and 10.5% family.

Health care costs have been the fastest growing employer expense for decades. It has diverted expenditures away from wages in ever increasing amounts. The Employer, per evidence and testimony, is now spending \$2,000,000 for employee health care, even with reducing the number of full time employees by 21% since 2007(CE-B5).

Because of escalating costs of employee health care, employers have had to find

ways to limit their exposure to those costs. It is not unusual to find provisions in labor contracts restricting health coverage to non-employees, and limited hour employees. In this fact finder's experience, a spousal restriction, when employed elsewhere, is the most common. How the limitation is administered, varies dramatically from one employer to the next. Although this may be an additional cost to some Fire fighters, to ensure a person under a good health care plan for \$100/month, is not prohibitive, in the fact finder's opinion.

This fact finder cannot ignore internal comparables, especially when it comes to health care coverage. When the fact finder considers those other factors traditionally and normally taken into consideration in the determination of issues submitted to final offer settlement, health care would be at the top of the list. Unions and employers have been forced to consolidate health care coverage provisions, to help control escalating costs, and to provide economy of scale.

Four other bargaining units within this City have already agreed to the City's proposed insurance changes. The only other unsettled bargaining unit within the City received a Fact Finder's Report, also recommending the City's insurance proposal. Even with the Employer's proposed changes, this plan provides a 90/10 co-insurance provision. The 90/10 plan is more favorable than the traditional 80/20 co-insurance provision found in most insurance plans. And, as discussed earlier, an employee contribution of 8% is more than competitive.

#### RECOMMENDATION:

Section 1. (a) to read as follows: The City shall maintain the current level of benefits and rates of employee premium contributions through February 28, 2015. Effective March 1, 2015, the City will make available group insurance benefits including health and vision in accordance with the attached Exhibits A, or overall equivalent benefits provided by another carrier.

Effective March 1, 2015, all employees shall contribute eight percent (8%) of the

premium(or the fully insured equivalent rate) for family hospitalization and prescription drug coverage and for single hospitalization and prescription drug coverage.

(b),(c)(d)-current language.

New: (e) to read as follows: Effective March 1, 2015, when an employee's spouse has coverage available through his/her employer, and the spouse remains covered under the City's plan, the employee shall be assessed an additional \$100 per month.

See Plan details as revised in attached Exhibits A, B, C.

## **ARTICLE X----LEAVES OF ABSENCE**

City Position:

Section 5. Line of Duty Injury Leave. An employee shall be eligible for this benefit where he/she is disabled as a direct result of the following while acting as a full-time employee of the City:

- While fighting fires;
- While addressing hazardous material incidents;
- An injury which is the result of being involved in a traffic accident while responding to or at the scene of a call;
- An injury which occurs during training that entails firefighting or hazardous materials;
- Being assaulted at the scene of a call;
- Contracting an infectious disease from a patient; or
- Any other injury determined by the City, in its sole discretion, to be the result of a hazardous-type circumstance.

If such disability prevents the employee from performing duties as such municipal employee, the employee shall be paid their monthly salary during the

Continuance of such disability, but for a period of not to exceed one hundred twenty (120) calendar days from the date that such disability was incurred, unless granted an extension per the City's discretion. However, such payments shall be offset by any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State, subject, however, to the following conditions and provisions:

Union Position:

Current language.

#### DISCUSSION:

All the other City bargaining units, including the Fact Finder's recommendation for the Correction's Officers, have substantially agreed to the City's position on this issue(CE-B7). Those bargaining units that have not altogether eliminated injury leave salary continuation, have agreed to reduce the 180 days to 120 days. However, the eligibility language for injury leave salary continuation, has been changed for those bargaining units retaining the provision.

The submitted evidence and the new language, at least for the safety forces, reflects activities while **out** doing their jobs(UE-6,CE-B7,22). There were no allegations or evidence submitted of abuse of this provision.

#### RECOMMENDATION:

Change Section 5 of Article X to read as follows:

An employee shall be eligible for this benefit where he/she is disabled while responding to fire calls, fighting fires, addressing hazardous material incidents, responding to Rescue Squad calls, involved in traffic accidents when responding

to, or at the scene of a call, while engaged in training that entails firefighting or hazardous materials, or for any other circumstance determined by the City in its sole discretion.

If such disability prevents the full-time employee from performing duties as such municipal employee, he/she shall be paid their monthly salary during the continuation of such injury, but for a period not to exceed one hundred twenty (120) calendar days from the date that such disability was incurred, unless granted an extension per the City's discretion. However, such payments shall be offset by any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State, subject, however, to the following conditions and provisions:

(a)(b)(c)(d)(e)—current language.

#### **ARTICLE XIX---MISCELLANEOUS**

Addressed by the fact finder in Article VIII, Section 3, where it was discussed at the Fact Finding Hearing.

#### **CONCLUSION**

The Fact Finding recommendations contained herein were arrived at giving consideration to the positions and arguments of the parties, and the criteria enumerated in ORC 4117.14(C)(4)(e). Additionally, the Fact Finder incorporates into this Report, as part of his recommendations, any tentative agreements reached between the parties and the language of the expired Agreement which remains unchanged by the parties.

This concludes the Fact Finding Report.

Respectfully submitted this 28th day of January 2015.

E. William Lewis

Fact Finder

/s/

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true copy of this Fact Finder's Report was served by e-mail upon Mr. Jon Delino, Esq., for the City of Bedford Heights, Zashin & Rich, 950 Main Avenue, 4<sup>th</sup> floor, Cleveland, Ohio 44113, and Mr. Daniel Powell, Esq., for IAFF, Local 1497, Diemerit & Associates, 1360 S.O.M. Center Road, Cleveland, Ohio 44124, and Mr. Don Collin, Esq., General Counsel, State Employment Relations Board, 65 East State street, Columbus, Ohio 43215, this 28<sup>th</sup> day of January, 2015.

E. William Lewis  
Fact Finder  
*/s/*

TBR



**City of Bedford Hts.  
SuperMed Plus  
Effective 1-1-2015**



Benefits	Network	Non-Network
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age	26	
Over Aged Child	28	
	Removal upon End of Month	
Blood Pint Deductible	0 Pints	
Pre-Existing Condition Waiting Period (Does not apply to dependents under age 19)	Does not apply	
Lifetime Maximum	Unlimited	
Benefit Period Deductible – Single/Family <sup>1</sup>	\$500 / \$1,000	\$1,000 / \$2,000
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$1,000 / \$2,000	\$2,000 / \$4,000
<b>Physician/Office Services</b>		
Office Visit (Illness/Injury) <sup>2,3</sup>	\$15 copay, then 90%	70% after deductible
Specialist Office Visit <sup>2,3</sup>	\$30 copay, then 90%	70% after deductible
Urgent Care Office Visit <sup>2,3</sup>	\$35 copay, then 90%	70% after deductible
Surgical Services in Physician's Office <sup>3</sup>	\$15 copay, then 90%	70% after deductible
All Immunizations	100%	70% after deductible
Allergy Testing and Treatment	100%	70% after deductible
Therapeutic Injection and Administration	100%	70% after deductible
<b>Preventative Services</b>		
Routine Physical Exams (Age 9 and older) <sup>2,3</sup>	100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 9) <sup>2,3</sup>	100%	70% after deductible
Well Child Care Laboratory Tests (To age 9)	100%	70% after deductible
Routine Vision Exams (including Refraction) <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Routine Hearing Exams <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Routine Mammogram (One per benefit period)	100%	70% after deductible
Routine Pap Test (One per benefit period)	100%	70% after deductible
Routine Laboratory, X-Rays and Medical Tests (Age 9 and older)	100%	70% after deductible
Routine Endoscopic Services (Age 9 and older)	100%	70% after deductible
<b>Outpatient Services</b>		
Surgical Services (other than a physician's office)	90% after deductible	70% after deductible
Diagnostic Services (Laboratory, X-rays and Medical Test)	90% after deductible	70% after deductible
Physical/Occupational Therapy – Facility and Professional (20 visits each per benefit period) <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Chiropractic Therapy – Professional Only (24 visits per benefit period) <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period) <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Cardiac Rehabilitation- (Facility 36 visits per benefit period; Professional Unlimited) <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Pulmonary Rehabilitation-(Facility 20 visits per benefit period; Professional Unlimited) <sup>3</sup>	\$15 copay, then 90%	70% after deductible
Emergency use of an Emergency Room <sup>4,5</sup>	\$100 copay, then 90%	
Non-Emergency use of an Emergency Room <sup>4,5,6</sup>	\$100 copay, then 90%	\$100 copay, then 70%
<b>Inpatient Facility</b>		
Semi-Private Room and Board	\$250 copay per admission, then 90%	70% after deductible
Maternity	\$250 copay per admission, then 90%	70% after deductible



**City of Bedford Heights  
Traditional Dental  
With Orthodontia (with Dentemax)  
3-1-2011**



<b>Benefits</b>	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	Same as Medical
Benefit Period Maximum (per member)	\$1,500
Benefit Period Deductible (single / family) <sup>1</sup>	\$50 / \$150
Orthodontic Lifetime Maximum (per eligible dependent up to age 19)	\$1,000
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100%
Bite Wing X-Rays – one set per benefit period	100%
Diagnostic X-Rays – including Full Mouth/Panorex, which are limited to one every 36 consecutive months	100%
Prophylaxis (cleaning) – two per benefit period	100%
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100%
Sealants – one every rolling 36 months per tooth up to age 14	100%
Space Maintainers- limited to eligible dependents up to age 19	100%
<b>Essential Services</b>	
Consultations and Other Exams by Specialist	80% after deductible
Emergency Palliative Treatment – includes emergency oral exam	80% after deductible
Minor Restorative Services	80% after deductible
Endodontics/Pulp Services	80% after deductible
Periodontal Services	80% after deductible
Repairs, Relines & Adjustments of Prosthetics	80% after deductible
Simple Extractions	80% after deductible
Impactions	80% after deductible
Minor Oral Surgery Services	80% after deductible
General Anesthesia	80% after deductible
<b>Complex Services</b>	
Gold Foil Restoration	50% after deductible
Inlays, Onlays – one every five years	50% after deductible
Crowns – one every five years	50% after deductible
Bridgework (Pontics & Abutments) – one every five years	50% after deductible
Partial and Complete Dentures – one every five years	50% after deductible

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Skilled Nursing Facility (180 days per benefit period)	90% after deductible	70% after deductible
Inpatient Rehabilitation (180 days per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Ambulance	100%	100%
Dental Services – Oral Accident	100%	100%
Durable Medical Equipment including Prosthetics Appliances and Orthotic Devices	90% after deductible	70% after deductible
Home Healthcare (60 visit limit per benefit period)	90% after deductible	70% after deductible
Hospice (360 day Lifetime Maximum)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Weight Loss Surgical Services including complications from Weight Loss Surgery	Not Covered	Not Covered
Private Duty Nursing	Not Covered	Not Covered
<b>Mental Health and Substance Abuse – Federal Mental Health Parity</b>		
Inpatient Mental Health and Substance Abuse Services	<b>Benefits paid are based on corresponding medical benefits</b>	
Outpatient Mental Health and Substance Abuse Services		

Benefits	
<b>Orthodontic Services</b>	
Orthodontic Diagnostic Services	50%
Minor Treatment for Tooth Guidance	50%
Minor Treatment for Harmful Habits	50%
Interceptive Orthodontic Treatment	50%
Comprehensive Orthodontic Treatment	50%

Note: 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.

Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.



**City of Bedford Hts.  
Prescription Drug Program<sup>1</sup>  
Effective 1-1-2015**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>	
Dependent Age Limit	Same as Medical	
<b>Formulary Retail Program with Oral Contraceptive Coverage<sup>1</sup></b>		
Generic Copayment	\$10	30
Formulary Copayment	\$25	30
Non-Formulary Copayment	\$40	30
Diabetic Supplies <sup>2</sup>	\$0	30
<b>Formulary Mail Order Program with Oral Contraceptive Coverage<sup>1</sup></b>		
Generic Copayment	\$25	90
Formulary Copayment	\$60	90
Non-Formulary Copayment	\$90	90
Diabetic Supplies <sup>2</sup>	\$0	90