

STATE OF OHIO
STATE EMPLOYMENT RELATIONS BOARD

STATE EMPLOYMENT
RELATIONS BOARD

2004 MAY 20 A 10: 26

May 18, 2004

Conciliation
In the Matter of ~~Fact-Finding~~ Between

THE CITY OF WARREN, OHIO)

and)

FRATERNAL ORDER OF POLICE,)
OHIO LABOR COUNCIL, INC.)

Case No. 03-MED-10-108⁹/₂

APPEARANCES

For the City:

Gary C. Cicero
Brian M. Massucci

Director of Human Resources
Personnel Supervisor

For the Union:

Chuck Wilson
Michael Piotrowski
Catherine Giovannone
John J. Delbene
Tim Roberts
John Burzynski

Staff Representative
General Counsel
Union Representative
Union Representative
Union Representative
Sergeant

~~Fact-Finder:~~ *Conciliator*

Virginia Wallace-Curry

INTRODUCTION

This matter concerns the conciliation proceeding between the City of Warren (the "City") and the Fraternal Order of Police, Ohio Labor Council, Inc. (the "Union" or "FOP"). The bargaining unit consists of approximately 24 full-time Police Supervisors, including three Captains, six Lieutenants and fifteen Sergeants. The terms of the parties' expired collective bargaining agreement covered the period from January 1, 2001 through December 31, 2003.

The parties began negotiations early in December 2003. The parties met on December 12 and December 16, 2003, but were unable to reach an agreement on all issues. A fact-finding hearing was held on December 19, 2003, and a report was issued December 22, 2003. The Union voted to accept it on December 23, 2003. The City did not accept it.

Virginia Wallace-Curry was appointed conciliator in this matter on February 12, 2004, by the State Employment Relations Board. A conciliation hearing was held on April 21, 2004, at which time the parties were given full opportunity to present their respective positions on the issues. The conciliation proceeding was conducted pursuant to Ohio Collective Bargaining Law and the rules and regulations of the State Employment Relations Board, as amended.

In making the recommendations in this report, consideration was given to criteria listed in Rule 4117-9-06 (H) of the State Employment Relations Board.

The following issues were submitted by the parties as being at impasse:

1. Article 14 - Hours of Work, Section 5 (new) Minimum Staffing
2. Article 15 - Pay Provisions, Section 1 , Minimum Base Rate
3. Article 15 - Pay Provisions, Section 1A, Rank Differential
4. Article 25 - Health Care Benefits
5. Article 36 - Pension Benefits (new)

All Tentative Agreements reached by the parties during negotiations are incorporated into

this conciliation report.

BACKGROUND

There is an issue regarding retroactivity for any compensation and monetary awards that are to be decided in this conciliation report. The fact-finding report in this case was issued on December 22, 2003. The Union voted to accept it, and the City rejected it. Both parties contend that they informed SERB of the results of the vote on the fact-finding report in a timely manner. However, SERB did not issue an order to the parties to submit to final offer conciliation until after January 1, 2004. Consequently, the conciliator cannot order any compensation or monetary awards to be retroactive to the beginning of the Agreement.

According to the Conciliation Guidelines 4117.14(G)11:

Increases of compensation and other matters with cost implications awarded by the conciliator may be effective only at the start of the fiscal year next commencing after the date of the final offer settlement award; provided that if a new fiscal year has commenced since the issuance of the board order to submit to a final offer settlement procedure, the awarded increases may be retroactive to the commencement of the new fiscal year.

The commencement of the City's fiscal year is January 1, and SERB's order to submit to final offer settlement procedures was not issued until after the beginning of the fiscal year. The parties were unable to mutually agree to make any conciliation award retroactive. The City may agree to award compensation retroactively or upon issuance of the conciliation report, but the conciliator cannot do so.

However, it must be clarified that, even if the City chooses not to award the increases in 2004 fiscal year, any increases in compensation awarded by the conciliator beginning with the fiscal year January 1, 2004, must be used in calculating compensation for the 2005 fiscal year.

1. ARTICLE 14 - HOURS OF WORK - Minimum Staffing

Union's Proposal

The City will make every effort to maintain two supervisors working in a patrol supervisor capacity at all times. Any overtime generated by this section will be Paid and not subject to Article 15 Section 2 Paragraph of this agreement.

The Union is seeking a new provision, Section 5, which would require two supervisors to be working in a patrol supervisory capacity at all times. The nature of the work requires two supervisors, because one must stay in the office to accept evidence and run the fingerprinting machine, and one must be available for road calls such as those for domestic violence. The City regularly allows the number of supervisors to drop below two. When this occurs, patrol officers (represented by OPBA) are elevated to a supervisory position and are paid at a higher rate approximating that of a supervisor. However, they are not required or permitted to perform the work of a sergeant. They are being paid for work they are not doing. The Union proposes that two supervisors from the ranking officers unit, FOP, be assigned to all shifts. The Chief supported the Union's position at the fact-finding hearing.

City's Proposal

No change to contract language.

The City contends that the issue of minimum staffing is a permissive, not mandatory, subject of bargaining which the City does not wish to bargain. It is part of the managerial rights of the City to determine the adequacy of the work force.

The City also argues that the Union's proposal would cost the City \$187,182.69, including pension and workers' compensation benefits and may not eliminate the approximately

\$11,000 paid to OPBA members who assume the supervisors rank. This issue has been a controversial subject for many years, with a ULP, jurisdictional work dispute and grievances filed respectively by the OPBA, City and FOP, which has resulted in both units claiming rights to the same position as supervisors.

The City also contends that the Union's proposal could also lead to supervisors abusing the process and creating overtime situations for themselves and their co-workers, because the Chief does not scrutinize the scheduling and offers minimal review.

Award

City's position is selected. No change should be made to Article 14. The Conciliator agrees with the analysis of the Fact-finder, David Benjamin. It is obvious that this issue has been the subject of much dispute. The cost to the City, if the Union's proposal was chosen, would be significant and may not alleviate the problem with paying patrol officers for work not performed. Consequently, the City could be paying twice for the same activity. The Union's proposal would have a significant economic impact on the City. That, coupled with the City's allegation that this is not a mandatory subject of bargaining and it does not wish to bargain this issue, militates against the Union's position. The Union was unable to provide sufficient evidence to overcome these obstacles.

2. ARTICLE 15 - PAY PROVISIONS - Wages

Union's Proposal

The following minimum hourly pay rates shall be for the positions indicated with the Warren Police Department:

<u>Rank</u>	<u>01/01/2004</u>	<u>01/01/2005</u>	<u>01/012006</u>
Sergeant	24.03	24.87	25.74
Lieutenant	27.64	28.61	29.61
Captain	31.87	32.90	34.05

The Union is seeking language that guarantees a minimum wage rate that reflects a 3.5% increase in each year of the Agreement. This provision was recommended by the fact-finder, and the Union agrees with his rationale on this issue.

The Union contends that the ranking officers' salaries in the Warren Police Department are below those for Cuyahoga Falls, Mansfield, and Middletown, which are the cities that the City used for comparison purposes in requesting information from the State Auditor for a performance report. In addition, Warren's officers have wage rates that are below those of Youngstown, a city which is often compared to Warren.

The Union argues that the City has adequate funds to meet the Union's proposal. The City has collected more tax money in 2003 than 2002, and the general fund carryover at the beginning of the 2004 fiscal year was the largest in the City's history. In addition, there are several grants available which will help to reduce costs to the department.

City's Proposal

The following minimum hourly pay rates shall be for the positions indicated with the Warren Police Department:

<u>Rank</u>	<u>01/01/2004</u>	<u>01/01/2005</u>	<u>01/012006</u>
Sergeant	24.03	24.87	25.74
Lieutenant	27.64	28.61	29.61
Captain	31.78	32.89	33.56

The City's proposal reflect wage increases of 3.5% in 2004; 3.5% in 2005; 2% in 2006.

While the City agrees with the Union's proposal of 3.5% for the first two years of the Agreement, the City proposes a more modest increase of 2% in the third year of the contract. It argues that three of the City's non-union employee groups have agreed to a 2% increase for 2006. The City argues that its financial future is uncertain because voters must approve to continue a tax in the next three years.

The City also points out that the cities used for comparison by the Union, Cuyahoga Falls, Mansfield and Middletown, all have higher median family incomes and lower unemployment rates than Warren. Thus, they are better able to afford to pay higher salaries to their employees.

Award

The following minimum hourly pay rates shall be for the positions indicated with the Warren Police Department:

<u>Rank</u>	<u>01/01/2004</u>	<u>01/01/2005</u>	<u>01/01/2006</u>
Sergeant	24.03	24.87	25.74
Lieutenant	27.64	28.61	29.61
Captain	31.87	32.90	34.05

The Union's proposal of a 3.5% increase each of the three years of the Agreement is selected. As with the Fact-finder, the Conciliator is not persuaded that the increases obtained by non-union employees should be of major significance to this bargaining unit. The comparables used by the Union and the City show that this bargaining unit is below average in total wage package. The cost of the Union's proposal is approximately \$32,000 more than that of the City's proposal. The City has not shown any significant evidence that it would be unable to meet this cost. With the rate of inflation on the rise, a 3.5% increase will be needed in each year to maintain the bargaining unit's position in comparison to other surrounding and comparable

jurisdictions.

3. ARTICLE 15 - PAY PROVISIONS - Rank Differential

Union's Proposal

Wage rates shall reflect the following minimum differential between the ranks beginning with the senior police officers:

<u>Rank</u>	<u>01/01/2004</u>	<u>01/01/2005</u>	<u>01/012006</u>
Sergeant	15.5%	16.0%	16.5%
Lieutenant	15.0%	15.0%	15.0%
Captain	15.0%	15.0%	15.0%

The Union is seeking language that guarantees a minimum rank differential between the ranks beginning with the senior police officer. This contract language is ripe in the Agreement and should not be eliminated. The language has been consistent and has not increased on a par with the other economic provisions. Comparable jurisdictions show a greater rank differential than that of Warren; therefore, the Union is seeking this modification.

City's Proposal

Delete Section 1A.

The City proposes that the Section 1A of Article 14 should be deleted. The City argues that it is not proper for this bargaining unit to reap the benefits from another bargaining unit's negotiations. This unit voted to be represented by a different union from that of the patrol officers. This Union should not be able to reap the benefits of the bargaining obtained in a separate unit in addition to the benefits obtained in its own negotiations.

Even if the Conciliator chooses not to delete the rank differential, the City argues that the

rank differential is above the average for comparable jurisdictions.

Award

Wage rates shall reflect the following minimum differential between the ranks beginning with the senior police officers:

<u>Rank</u>	<u>01/01/2004</u>	<u>01/01/2005</u>	<u>01/01/2006</u>
Sergeant	15.5%	16.0%	16.5%
Lieutenant	15.0%	15.0%	15.0%
Captain	15.0%	15.0%	15.0%

The Union's position on rank differential is selected. In the conciliation process, the conciliator must choose between the each party's best final offer. For this issue, the City has posed two final offers: 1) deletion of the rank differential or 2) maintaining the status quo. However, because the parties must put forward only one position, the conciliator must assume that the City's final offer is to eliminate the rank differential. The City's alternative position, to keep the status quo, is tantamount to asking the conciliator to fashion a remedy that is less than that offered by the Union, if the City's position is not chosen. However, a conciliator does not have the power to fashion an alternative position. The conciliator must choose one party's position or the other.

The City's position, to eliminate rank differential, is not selected. This is a benefit that has been in the Agreement for many years, and it is one that regularly appears in safety force contracts. The City has offered nothing in return for eliminating the rank differential and has not offered the conciliator a persuasive justification for eliminating it. Therefore, the Union's position to raise the rank differential is chosen over the City's position to eliminate it.

In addition, the Conciliator agrees with the position of the Fact-finder on this issue. The

wages of sergeants lag significantly behind that of other communities. The average of the rank differentials for Cuyahoga Falls, Mansfield and Middletown is 16%, according to the figures supplied by the City. The Union's proposal to raise the rank differential over three years to 16.5% does not seem out of line. The cost to the City is not significant and would assist the City in recruiting patrol officers for open sergeant positions.

4. Article 25 - Health Care Benefits

City's Proposal

See Appendix A for details of City's proposal.

The City is proposing changes to the current health care benefits. The City argues that it cannot afford to automatically absorb the yearly health care increases. In 2002, the City absorbed a 25% increase. One of the City's bargaining units, AFSCME and the Policies and Procedures employees are already under this plan, which amounts to about 306 of 467 employees. The proposal will save the City \$25,000 a year for this unit alone. The City stipulates that the HMO will not change for the life of the Agreement. The City's position was recommended by the fact-finder.

Union's Proposal

Maintain current contract language.

The Union recommends that the current health care costs and benefit levels be maintained. The City is in a better position to absorb rises in health care costs than the employees. The City received a settlement of over \$2 million in stock options from Anthem, which the City was required by law to sell. The City used the money to pay off loans, instead of

putting the money toward health care insurance funds to cover rising costs.

In the last contract negotiations, the fire department was not required to accept the new health care plan now proposed for this bargaining unit. These employees should not be asked to pay more for reduced level of service.

Award

City's proposal, Appendix A, is selected.

There is no doubt that all employers are facing health care costs that rise every year. Employees are increasingly asked to share in that burden. Already over 300 of the City of Warren's employees are under the plan proposed by the City. This bargaining unit should be covered by the same plan.

The Union argues that during the last Firefighters' negotiations, the Firefighters were not required to accept the health care package proposed for this Union. In the Firefighters fact-finding report submitted as evidence in this proceeding, dated December 7, 2002, the fact-finder listed several reasons for rejecting the City's proposal, including that the management employees had not set the pattern by going first and prior to negotiations, the City had never approached the Union with concerns of escalating costs. The fact-finder mentioned the \$2 million settlement and how it was not used to offset health care cost, but he also took arbitral notice of the impact of escalating health care costs and stated that it was not unreasonable for all City employees to begin sharing some of the costs, though he would not recommend that the firefighters go first.

In negotiations with this bargaining unit, the City is not asking the Union to pave the way by accepting the changes first. AFSCME, the City's largest Union, has already agreed to this health care plan. In addition, the non-union management employees have been given this health

care plan. Unlike in the 2002 firefighters negotiations, the City has expressed problems with rising health care costs to this Union and unilaterally changed the HMO in the last contract. As to the Anthem shares settlement, although the City used the money to pay off loans, it resulted in a yearly savings to the City of \$600,000, which can be used for wage increases, among other benefits. Without this savings, the City may have been forced to propose more drastic costs and cuts in benefit levels for employees.

5. Article 36 - Pension Benefits (new)

Union's Proposal

PENSION PICKUP: Effective January 1, 2005, and for the duration of this Agreement, the employer shall pay on behalf of each Bargaining Unit Member, a portion of 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 percent (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, a portion of 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 percent (6%) of each employee's gross wage.

The Union is seeking a Pension Pick-Up of 6% of the 10% of the member's contribution by the end of the Agreement. This is a benefit currently awarded to the Police Officers' Union (OPBA) as well as other City employees. This Union is the only one that does not enjoy the pension pick up benefit. The Union's proposal is a reflection of the award of the Fact-finder and a modification of the original position both from the bargaining table and as presented to the Fact-finder.

City Proposal

No new Article and language regarding pension pick-up.

The City argues that this issue is not negotiable, because it is not a matter pertaining to wages, hours or terms and other conditions of employment or the continuation, modification, or deletion of an existing provisions of a collective bargaining agreement. The City does not wish to bargain over pension pick-up.

But even assuming that the issue is negotiable, the City argues that the Union should not receive a pension-pick up in the same year they receive a general wage increase. AFSCME and Police Civilian received pension pick-up in lieu of a wage increase, and the Police Officers traded Hazardous Duty Pay for pension pick-up. This becomes exorbitant when combined with a general wage increase.

Award

PENSION PICKUP: Effective January 1, 2005, and for the duration of this Agreement, the employer shall pay on behalf of each Bargaining Unit Member, a portion of 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 percent (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, a portion of 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 percent (6%) of each employee's gross wage.

The Union's position is selected. The Conciliator acknowledges that this is a benefit of significant value and that, as the fact-finder pointed out, the City should receive something of value in return. The fact-finder suggested that accepting the City's modification of the health

care plan in the first year of the Agreement was a sufficient trade off for the delayed and two tiered pension pick up scheme, as delineated above. The Conciliator must agree.

The City received a windfall of over \$2 million in the Anthem settlement. The City did not use those funds for offsetting health care costs. Instead, it paid off loans which resulted in a significant savings to the City each year. In addition, the health care plan itself will result in a \$25,000 savings to the cost of health care for this bargaining unit. On the other hand, the increases in costs to the employee because of premium contributions, deductibles, office visit co-pays and prescription drug contributions required in the new plan are also not insignificant. The argument of the Union that the City should have used the Anthem settlement money to offset these costs is very compelling. But the City's proposal was accepted, because the City can get significant cost breaks when more employees are enrolled in the health care plan, and it is simpler and easier to administer the same plan to all employees.

In choosing one proposal over another, the Conciliator must take into consideration several factors, such as comparable benefits awarded to other City employees, the City's ability to pay for the benefit, and the bargaining unit's standing with regard to comparable bargaining units in other jurisdictions. In looking at these factors, it is evident that the trend is for public and private sector employees to contribute to the cost of their health care. Other City employees, union and non-union, have been asked to do so, and this bargaining unit is being asked to do the same. It is also evident that most other City of Warren employees have a pension pick up, and the City has enjoyed some unexpected increase in funds and cost savings that would allow it to afford the pension pick up, especially on the basis recommended by the Fact-finder and proffered by the Union. Consequently, because the City has the ability to pay for the pension pick up and

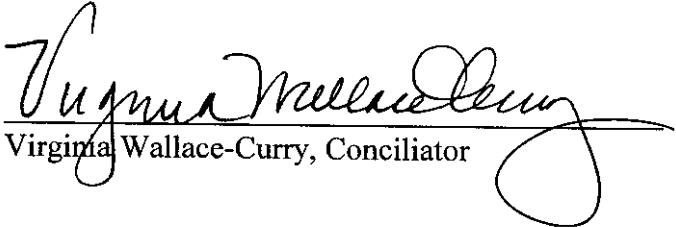
other City employees enjoy this benefit, it is being awarded to this bargaining unit, in trade off for their contributions to their health care costs.

The City argues that this issue is not negotiable. This argument is not persuasive since the City has negotiated with other unions and employees over pension pick up benefits.

Tentative Agreements

The parties reached tentative agreements on the remaining issues to be incorporated into the parties' collective bargaining agreement for the next three years. These are to be considered part of this conciliation award and are listed in Appendix B of this report.

Submitted by:


Virginia Wallace-Curry, Conciliator

May 18, 2004
Cuyahoga County, Ohio

ARTICLE 25 - HEALTH CARE BENEFITS

Section 1: The cost of health care benefits shall be paid by the City, except as follows:

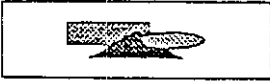
1. No coverage shall apply until an employee has completed thirty (30) calendar days of service.
2. No coverage shall apply after thirty (30) consecutive days of unpaid leave of absence (excluding family leave) or retirement.
3. No coverage shall apply immediately after separation or termination.

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

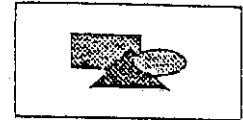
1. **New employees will not be covered for pre-existing conditions. Pre-existing conditions are illnesses, injuries, or conditions for which the employee or dependent has sought medical advice and/or treatment within twelve (12) months prior to their coverage date.**
2. **Dental Cap is \$2,000.00.**

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.

Section 2: **VISION PAY**: The City shall contribute seven dollars (\$7.00) per month per employee toward vision care insurance coverage. Each employee shall be responsible for all costs in excess of the contribution made by the City. The insurance carrier to be selected by the City and the Union.



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	\$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.

CITY OF WARREN AND THE FOP/OLC

SERB CASE 03 MED-10-1092

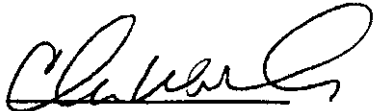
Dated 12/19/03

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)*



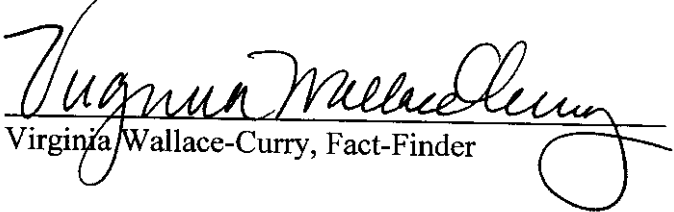
FOR THE UNION
Charles Wilson
Staff Representative

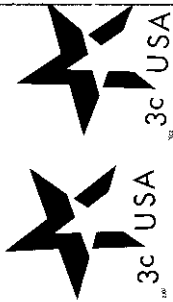
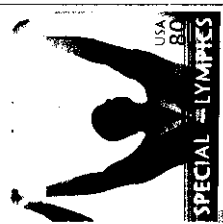


FOR THE CITY
Gary Cicero
Human Resources Director

CERTIFICATE OF SERVICE

Originals of this Conciliation Award were served upon Mr. Gary C. Cicero, City of Warren, 391 Mahoning Avenue, NW, Warren, Ohio 43215, and upon Mr. Charles L. Wilson, Staff Representative, Fraternal Order of Police, 2721 Manchester Road, Akron Ohio 44319-1020, by express overnight mail, and upon Dale A. Zimmer, Administrator, Bureau of Mediation, State Employment Relations Board, 65 East State Street, 12th Floor, Columbus, Ohio 43215-4213, by priority mail, this 18th day of May, 2004.


Virginia Wallace-Curry, Fact-Finder



Attorney at Law
30799 Pine Tree Road #417
Cleveland, Ohio 44124

TO: Mr. Dale A. Zimmer
Administrator, Bureau of Mediation
State Employment Relations Board
65 East State Street
Columbus, Ohio 43215-4213