

AGREEMENT

between

COUNTY OF MACOMB

and

FRATERNAL ORDER OF POLICE LABOR COUNCIL

January 1, 2022
through
December 31, 2024

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FRATERNAL ORDER OF POLICE LABOR COUNCIL

INTRODUCTION

THIS AGREEMENT was entered into the 1st day of January, 2022, between the COUNTY OF MACOMB, hereinafter referred to as "EMPLOYER" and/or "COUNTY", and the FRATERNAL ORDER OF POLICE LABOR COUNCIL, hereinafter referred to as "ASSOCIATION" and/or "UNION", acting on behalf of the Employees within the unit for which the ASSOCIATION has been recognized as sole bargaining agent.

The provisions of this AGREEMENT shall apply to all Employees regardless of age, race, color, religion, sex, national origin or creed.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employees and Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer's success in establishing a proper service to the community.

The Employer and Union encourage, to the fullest degree, friendly and cooperative relations between the representatives at all levels and among all Employees.

The parties hereto also recognize that it is essential for the health, safety, and public welfare of the County that services to the public be without interruption, and that the right to strike is forbidden by the statutes of the State of Michigan. Any Employee guilty of engaging in a slow down, work stoppage, or strike, shall be subject to disciplinary action up to and including discharge.

To these ends, it is mutually agreed that communication of views and ideas on Sheriff Department matters, the orderly resolution of grievances, the maintenance of discipline and the promotion of efficiency is essential to the well being of the Department.

ARTICLE 1

RECOGNITION

- A. Pursuant to and in accordance with all applicable provision of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Fraternal Order of Police Labor Council as the sole Collective Bargaining Agent for non-supervisory Employees of the Macomb County Sheriff's Department, as set forth in Paragraph B, below.
- B. The County of Macomb recognizes the Fraternal Order of Police Labor Council as the exclusive bargaining representative on behalf of all Sheriff Department Deputies and Dispatchers excluding all other Employees of the Department, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

ARTICLE 2

DUES/SERVICE FEE COLLECTION

- A. The Employer hereby agrees to deduct Union Membership Dues, initiation fees, assessments, service fees or service charges from the pay of the individual Employee and transmit same to the Union to

the extent and as authorized by the laws of the State of Michigan and by such Employee according to the terms and conditions contained in this Article.

- B. Each Employee who desires to have such Union Membership Dues, initiation fees, assessments, service fees or service charges deducted from his/her earnings shall execute a Paragraph J, "Deduction Authorization Form" in full, with the original thereof being delivered to the Employer.
- C. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same in accordance with the terms and conditions set forth in the "Deduction Authorization Form".
- D. The Employer shall transmit such deductions, together with a list of Employees paying same, to the Treasurer of the Union as designated in writing by the Union and shall do so as soon as possible after the deduction, but no later than the 10th day of the following month.
- E. The Employer shall notify the Union when any employee responsible for dues and/or service fees is terminated from employment.
- F. In the event that a refund is due any Employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such Employee to obtain the appropriate refund from the Union.
- G. In the event that the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such requests shall be effectuated only upon written assurance that the additional amounts have been authorized pursuant to and in accordance with the Union's Constitution and By-Laws.
- H. The "Deduction Authorization Form", as set forth in full below, when executed, shall be binding upon the Employee for the duration of this Agreement and shall be automatically renewed under these terms and conditions for the life of subsequent collective bargaining agreements.
- I. It is understood and agreed that this provision for deduction of Union dues and/or service fees is for the benefit of the Employees requesting same, and the Employer is under no obligation to demand or request that Employees authorize such deduction as a condition of employment, and, further, that the obligation of the Employer does not extend beyond the stated terms, except as otherwise provided under the Agency Shop Provision of this Agreement.
- J. The following form shall be utilized as authorization for the deduction of Union dues and/or service fees:

DEDUCTION AUTHORIZATION FORM

I, _____(name),
_____ (classification), the undersigned, as
an Employee of the Macomb County Sheriff's Department do hereby request
and authorize the County of Macomb to deduct Union dues, in the amount
of _____, monthly, initiation fees, service fees, service charges,
and assessments from my earnings on the second (2nd) pay period of every
month and to do so every month thereafter and to pay same to the Fraternal
Order of Police Labor Council (FOPLC), 1457 East Twelve Mile Road, Madison
Heights, Michigan, 48071, the organization selected as the exclusive
bargaining representative for all Employees in the above unit. The foregoing
authorization shall continue in full force and effect unless and until my

employment is terminated and shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

Effective Date: _____

Employee's Signature

- K. The Employer shall not be liable to the Union by reason of any requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the Employees as authorized by them, under the Payroll Deduction for Union dues or service fees provision.
- L. The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 2, Dues/Service Fee Collection and Article 3, Agency Shop of this Agreement. The Union agrees that in the event of litigation against the Employer, its Agent or Employees, arising out of this provision, the Union will co-defend, indemnify and hold harmless the Employer, its Agents or Employees for any monetary award arising out of such litigation.

ARTICLE 3

AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. If the employee chooses not to exercise the Authorization Deduction Form option, then, monthly dues or the equivalent service fees shall be paid to the Union on or before the fifteenth (15th) day of the month in which they fall due.
- B. Employees who do not elect to become members of the Union, shall pay as a condition of employment, in lieu of initiation fees and periodic dues, uniformly required, a monthly service fee in an amount that does not exceed regular Union monthly dues and which complies with applicable law.
- C. The Union shall notify the Employer, in writing, of any Employees who are more than thirty (30) days in arrears in payment of membership dues and/or service fees. The Employer shall execute written confirmation of receipt of such notice and proof in accordance with the "Confirmation Form" contained in Paragraph E. The Union shall forward the Employer's written confirmation when it notifies the delinquent Employee of such arrearage and informs said Employee that his/her employment will be terminated unless said arrearage is paid within thirty (30) days of the Employee's receipt of said notice.
- D. Failure of Employees covered by this Agreement to comply with provisions of this Article, shall, at the conclusion of the second grace period of thirty (30) days referred to in Paragraph C above, constitute grounds upon which the Employer shall immediately terminate the employment of such Employee.
- E. The following form shall be utilized by the Employer in compliance with this Article:

EMPLOYER ACKNOWLEDGEMENT AND CONFIRMATION FORM

Please be advised that the undersigned Employer hereby acknowledges receipt of notice by the Macomb County Deputies and Dispatchers Association that _____ (name), an Employee of the Macomb County Sheriff's Department, is more than thirty (30) days in arrears

in his/her payment of Union dues and/or service fees and as such is subject to the ramifications of the agency shop procedure as outlined in Article 3 of the current Macomb County Deputies and Dispatchers Association, Macomb County Collective Bargaining Agreement.

Additionally, the undersigned Employer hereby acknowledges that the Macomb County Deputies and Dispatchers Association has submitted proof that such Employee is more than thirty (30) days in arrears and such payment and examination of the Employer's records further confirms such arrearage.

Dated: _____

Signed: _____

- F. The Employer shall provide the Union with notice of each new appointment in the classifications covering this bargaining unit within ten (10) days from date of appointment. With each notice of appointment, the Employer will provide the name, date of appointment and specific classification to which each Employee was appointed.

ARTICLE 4

REPRESENTATION

- A. Union business shall not be conducted during working hours or in County Areas, except as provided by this Agreement.
- B. The Union may be represented in collective bargaining negotiations with the County by a committee comprised of not more than five (5) members of the Union. Additionally, the Union may designate any outside person or organization as its official representative. Members of the Union Bargaining Committee who are on duty during collective bargaining negotiations shall not lose wages or benefits during time spent while attending negotiations.
- C. Employees covered by this Agreement shall be represented for purposes of filing grievances by a Steward and/or Executive Board Member as hereinafter provided. The Steward and/or Executive Board Member, during their regular working hours, without loss of time or pay, may investigate and present grievances to the Employer; provided, however, that if such Steward and/or Executive Board Member requires more than one (1) hour to investigate and present said grievance, a request shall be made for additional time to the immediate supervisor. The privilege of Stewards and elected Union officials leaving their work during regular working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance matters and will not be abused, and that Stewards and elected Union officials will perform their regularly assigned duties, except as provided herein.
- D. There shall be four (4) Stewards as follows:

| | |
|-----------------|---------|
| DAY SHIFT | One (1) |
| AFTERNOON SHIFT | One (1) |
| MIDNIGHT SHIFT | One (1) |
| DISPATCHERS | One (1) |
- E. The Sheriff agrees to continue his present practice of communicating with the proper Union Representatives prior to implementing anticipated changes in policies encompassing subject matter

contained in the Operations Manual, General Orders, Special Orders, Patrol Manual, Communications Manual and/or Department Memorandum affecting written or verbal policy. The Union will be afforded reasonable time to offer its response prior to implementation, which response will be given due consideration.

Emergency exceptions to policy will be implemented, with subsequent communication, as expressed herein.

ARTICLE 5

GRIEVANCE PROCEDURE

- A. The parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance in the normal operations of the County.
- B. It shall be the firm policy of the Employer to ensure to its Employees and to the Union the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.
- C. Grievances shall be filed within fifteen (15) days of the event, occurrence or circumstances constituting the subject matter of the grievance.
- D. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to within the designated time period; provided, however, that the time limits of the grievance procedure may be extended upon mutual agreement of the Union and the Employer.
- E. If either party fails to timely appeal an answer at any step after Step 1 of the Grievance Procedure, said grievance shall automatically progress to the next step in accordance with the procedures contained herein. Exception is made in those instances where the parties have agreed to settle a grievance on the basis of the last answer. Exception is also made with regard to medical grievances, where the Union shall have an additional 60 days from receipt of the Employer's answer.
- F. Every Employee of the bargaining unit shall have the right to present a grievance in accordance with the procedure provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.
- G. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take timely action as is required.
- H. Grievances shall be processed according to the following procedures:
 - 1. **STEP 1:** An Employee who believes he/she has a grievance may discuss the complaint with the immediate supervisor, with or without the presence of the Steward. The parties shall discuss the grievance in an informal manner and shall make every effort to reach a satisfactory settlement at this point. The Employee shall have the right to discuss the complaint with the Steward before any discussion takes place with the supervisor. If possible, a supervisor will make arrangements for the Employee to be off the job for a reasonable period of time in order to discuss the complaint with the Steward. The past practice of Employees discussing grievances with the Steward at the beginning and/or end of the shift shall continue.

2. STEP 2: If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the Michigan Fraternal Order of Police Labor Council or union representative on a form provided by the Fraternal Order of Police Labor Council to such immediate supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the Employee(s) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant claims have been violated. The supervisor's answer shall set forth the facts taken into account in answering the grievance. The written answer shall be presented to the Michigan Fraternal Order of Police Labor Council or union representative within five (5) days after receipt.
3. STEP 3: If the grievance is not satisfactorily adjusted, it shall be referred to the Michigan Fraternal Order of Police Labor Council or union representative who may appeal such grievance to the Sheriff, or in the absence of the Sheriff, a designee, within fifteen (15) days. The Sheriff, or designee, shall hold a meeting to discuss the grievance with the Michigan Fraternal Order of Police Labor Council, union representative, or designee, and the aggrieved Employee within five (5) days of receipt of the grievance. If not satisfactorily adjusted at this meeting, the Sheriff, or designee, shall give a written answer within ten (10) days of such meeting.
4. STEP 4: If not satisfactorily settled in Steps 1, 2, and 3, the grievance may be submitted in writing by the Michigan Fraternal Order of Police Labor Council or union representative, Union President, or designee, to the Director, Human Resources and Labor Relations, or designee, within fifteen (15) days. A meeting between said Director, Human Resources and Labor Relations, or designee, and a committee of the Union composed of the Michigan Fraternal Order of Police Labor Council, President, or designee, shall be held within twenty (20) days after submission to the Director, Human Resources and Labor Relations, or designee. If not satisfactorily adjusted at this meeting, the Director, Human Resources and Labor Relations, or designee, shall give a written answer within ten (10) days of the meeting.
5. STEP 5: ARBITRATION:
 - a. Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Union in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate", the County and the Union shall attempt to mutually select an Arbitrator. In the event that the parties cannot agree upon an Arbitrator to hear the unresolved grievance within ten (10) days of the "Demand for Arbitration", they shall request the Michigan Employment Relations Commission (MERC) to provide a list of impartial arbitrators in accordance with its applicable rules and regulations.
 - b. The right of the Union to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the County.
 - c. Any Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to,

or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable laws or rules or regulations having the force and effect of law.

- d. To the extent that the laws of the State of Michigan permit, it is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer. There shall be no appeal from any such decision unless the decision extends beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
 - e. The fees and approved expenses of the Arbitrator, shall be paid by the party who does not prevail in the case as determined by the Arbitrator. In the event that each party prevails in part, the fees and approved expenses of the Arbitrator shall be shared equally by the parties.
 - f. The aggrieved, the Union representative and prospective witnesses shall not lose pay or benefits for the time off the job while attending the arbitration proceedings; provided, however, that attendance by such on duty arbitration participants shall be subject to the approval of the Sheriff, or designated representative, in accordance with manpower requirements.
 - g. All records, reports and other information pertaining to a grievance which are to be utilized in an arbitration proceeding shall be made available for inspection by the Union, provided a request for the specific documents is made.
- I. Notwithstanding any other provisions herein, an individual Employee(s) may present a grievance to the Employer and have it adjusted without the intervention of the Steward or Union Officers; provided, however, that the Employer has given the Steward and Union Officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.
 - J. Grievances affecting more than one (1) employee may be treated as policy grievances and entered at the third (3rd) step of the grievance procedure by the Union.
 - K. In instances where the subject matter of the grievance lies within the jurisdiction of a specific County agency, e.g., Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.
 - L. The settlement of any grievance shall be reduced to writing and signed by a representative of the County and a member of the Michigan Fraternal Order of Police Labor Council Representative.
 - M. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 6

EMPLOYEE'S BILL OF RIGHTS

- A. No Employee shall be ordered or coerced, in any manner, to submit to a polygraph examination, a lie detector or similar test, chemicals such as Sodium Pentothal, or truth serum or similar tests, by whatever name called, for any reason, unless such member shall demand an examination and/or test in writing.

- B. No Employee shall be discharged, disciplined, or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector or similar test by whatever name called.
- C. The Employer, or its agent, shall not utilize any type of recording or electronic surveillance device to record or transcribe any conversation between the Employer and any Employee, unless disclosure of such device is made to the Employee prior to such conversation.
- D. Except when on duty, or when acting in an official capacity, no Employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.
- E. Employees shall have the right to bring civil suit against any person, group of persons, organization or corporation, or the head of such organization or corporation, for damages suffered, either pecuniary or otherwise, and/or for abridgement of their civil rights, arising out of the Employee's performance of official duties.
- F. Nothing of an adverse nature shall be added to an Employee's personnel file without prior written acknowledgement by the Employee. In the event an Employee refuses to acknowledge receipt of any such matter to be added to the personnel file, it shall be so noted and witnessed by the Employee's Union representative and then filed.
- G. The Employee's files shall not be made available to any person or organization other than the Employer and Employee without the Employee's express authorization, unless pursuant to Court order or as otherwise provided by law.
- H. No Employee shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of the Employee's official duties. This paragraph shall not prevent inquiries made by authorized agents of legally constituted agencies in accordance with acceptable and legally established procedures.
- I. Whenever any Employee is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:
 - 1. The interrogation shall be conducted at a reasonable hour, preferably, but not necessarily limited to, when the Employee is on duty.
 - 2. Any Employee, upon his/her request, shall have the right to be represented by counsel and/or Union representatives of the Employee's choice, prior to and during the making of any statements, written or verbal, concerning any act, incident or occurrence, from which disciplinary action, criminal prosecution or civil suit may possibly result.
 - 3. The Employee under investigation shall be informed of the rank, name and command of the Officer in charge of the investigation, the interrogating Officer and all persons present during the interrogation.
 - 4. Prior to any questioning, the Employee under investigation shall be informed of the nature of the investigation and the name of the complainant.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 6. The Employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or any disciplinary action. No promise or reward shall be made as an inducement to answering any question.
 7. The complete interrogation of any Employee, including all recess periods, shall be recorded and there shall be no unrecorded questions or statements.
 8. If the Employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.
- J. Employees will not be deprived of liberty or property without due process of law, nor denied the equal protection of the laws.
 - K. Any Employee involved in a shooting shall not be bound, as a condition of employment, to make a written or oral statement, or submit a preliminary crime report, until such time as the Employee has been able to contact a Union representative and has had a reasonable time to discuss the incident with a Union attorney. The attorney shall be permitted to counsel the Officer during preparation of the preliminary crime report or any other oral or written statement that may be required. Subject to consultation with the attorney, under all circumstances, an Employee shall be required to submit his/her P.C.R. as a condition of employment. Additionally, when requested by a Command Officer at the shooting scene, an Employee shall be required, as a condition of continued employment, to inform said Command Officer who fired the shots, the direction at which they were fired and the direction of any escaping perpetrator.
 - L. An Employee's locker shall not be opened for any reason, including inspection, without the Employee or a Union representative being present. In no event shall an Employee's locker be opened in order to search through personal property, without the Employee's consent.
 - M. Command Officers shall treat Employees under their command in a respectful, dignified and professional manner and, if possible, shall give disciplinary advice to an Employee in private, not in the presence of other Employees.
 - N. No Employee shall be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights, or any rights afforded him/her by this Agreement.

ARTICLE 7

DISCIPLINARY PROCEEDINGS

- A. The Parties hereto agree that all aspects of disciplinary proceedings shall be conducted only in accordance with the procedures contained in this Article.
- B. No Employee shall be discharged, demoted, or otherwise disciplined except for just cause. All disciplinary measures, including written reprimands through discharge, sought to be imposed upon Employees shall be based upon specific written charges which give reasonable notice to the Employee of the nature of the charged offenses and the facts relating thereto. A copy of such charges shall immediately be forwarded to the Union and the charged Employee.

- C. Except in situations requiring immediate action, no disciplinary measures shall be implemented until there has been a full and complete investigation of the matter, and the Employee has been furnished with a written statement of the charges and reasons, as outlined in Paragraph B. Employees shall have, upon request, an opportunity to discuss prospective disciplinary measures with the Sheriff, or his designated representative, in accordance with the provisions of Article 6, Employee's Bill Of Rights.
- D. Any disciplinary action, including reprimands, taken by the Sheriff or his representative may be appealed by the Employee giving "Notice of Appeal" to the Sheriff with a copy to the County Director, Human Resources and Labor Relations within five (5) days (excluding weekends and holidays) from the date of service of the charges of the Employee (see "Notice of Appeal" contained in Paragraph E).
- E. The Employee has the right to appeal any disciplinary action taken by the Sheriff, or his representative, by proceeding either in accordance with Act 298 of the Public Acts of 1966, or by filing a grievance which is automatically processed at Step 3 of the Grievance Procedure. In the event that disciplinary action is appealed to the Grievance Procedure, and said grievance is not satisfactorily settled at Step 3 or 4, it may be appealed to Arbitration in accordance with Article 5, Grievance Procedure, Step 5. An Employee's decision to appeal a disciplinary action pursuant to the grievance procedure shall be made in lieu of his/her appeal rights under Act 298. Notice of the option chosen for appealing a disciplinary action shall be given in conjunction with the required "Notice of Appeal" (Paragraph D), on the following form:

NOTICE OF APPEAL - OPTION AND WAIVER FORM

I, _____ (Employee's Name) _____, hereby give notice that I am appealing the imposition of the _____ (degree of action) _____ disciplinary action taken against me on or about _____ (date) _____ by following the procedures of: (check one)

_____ Grievance provisions of the Macomb County/Fraternal Order of Police Labor Council collective bargaining agreement,

or

_____ Act 298 of the Michigan Public Acts of 1966. (If this box is checked, request for Hearing must be simultaneously made to the Macomb County Sheriff's Department Civil Service Commission).

BY CHOOSING THE ABOVE INDICATED OPTION, I HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE AND RELINQUISH WHATEVER RIGHTS I MAY POSSESS UNDER: (check one)

_____ Grievance procedure as provided in the Macomb County/Fraternal Order of Police Labor Council collective bargaining agreement,

or

_____ Act 298 of the Michigan Public Acts of 1966.

Received By:

Employee's Name

Dated: _____

Address

Witnessed By:

FOR FRATERNAL ORDER OF POLICE
LABOR COUNCIL

- F. In the event that there are Criminal charges in conjunction with disciplinary action taken against an Employee, an appeal of the disciplinary action shall not proceed if the Employee requests, with the "Notice of Appeal", that the appeal process be held in abeyance pending resolution of the underlying Criminal charges.
- G. In the event an Employee shall give notice of his/her intent to appeal any reprimand or disciplinary action taken at the initial stage of the proceedings, no penalty resulting from such proceeding shall be implemented until the Employee shall have exhausted his/her remedies in accordance with this Agreement, except where immediate action is required. If an Employee is suspended or dismissed from the Department, the Employer is obligated only to continue to pay said Employee's contractual insurance premiums until the suspension or dismissal is resolved through Arbitration or Court decision; provided, however, the Employer shall only pay Employee's contractual insurance premiums to the extent that said Employee has recoverable funds with the County (accumulated sick time, annual leave, holiday pay or retirement funds) and the Employee has given the County written permission to use those funds in this regard. Provided further, that during the period of said suspension, the Employee may utilize personal funds to sustain contractual insurance benefits through the County.
- H. Nothing in the foregoing sections shall be construed to prejudice, or understood to constitute a waiver of, an Employee's right to lost wages or benefits in the event said Employee is returned to active employment.
- I. In no event shall either the charges against an Employee or the disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process.
- J. In the event that an Employee shall agree to and accept the reprimand or disciplinary action imposed by the Sheriff, or his designated representative, it shall be final and binding upon all parties.
- K. In all cases of disciplinary proceedings, the Employee being investigated or questioned shall be entitled, upon request of said Employee, to Union representation by a duly elected or appointed Union Official and/or Union attorney. Nothing in the foregoing shall abridge the right of a Command Officer to counsel, advise, and/or instruct an Employee under his/her command in private, provided such is accomplished in a civil tone.
- L. Before any reprimand is placed in an Employee's file, it shall be explained by the Supervisor to the Employee and receipt of a copy thereof shall be acknowledged by the Employee on the file copies.

ARTICLE 8

PROBATIONARY PERIOD

- A. Newly hired Employees will serve a probationary period of twelve (12) months during which time an Employee may be terminated by the Employer. During this twelve (12) month probationary period, new Employees shall have the benefit of union representation, however, no disciplinary dispute or termination arising during this probationary period shall be made the subject of a grievance or processed through the grievance procedure herein except those based upon union or political activities.
- B. It is expressly understood that members of the bargaining unit who have been reclassified into a higher paid classification shall be required to serve a twelve (12) month probationary period in the new classification to determine their ability to perform the duties assigned to them. In the event that the Employee does not satisfactorily complete the aforementioned probationary period, said Employee shall be returned to his/her former classification and shall perform the remainder, if any, of his/her twelve (12) months of probation remaining in that classification.

- C. In consideration of the expenditures incurred by the Employer for Police Academy training, if the employee voluntarily resigns from employment with the Macomb County Sheriff's Office prior to the completion of two (2) years of service from the date upon which the Employee graduates from the Academy, then the Employee must reimburse the County all tuition costs of Police Academy training.
1. An employee whose Police Academy tuition was reimbursed by the Employer upon employment and who voluntarily resigns from employment with the Macomb County Sheriff's Office prior to the completion of two (2) years of service from the date upon which the Employee was hired as a Deputy, then the Employee must reimburse the County all tuition costs of Police Academy training.

ARTICLE 9

SENIORITY

- A. Departmental seniority of a new Employee shall commence after the Employee has completed the twelve (12) month probationary period and shall be retroactive from the initial date of full-time employment with the Department, in accordance with Civil Service regulations.
- B. Classification seniority shall commence when an employee is placed in a classification and shall continue until such time as said Employee is placed in a different classification. The time spent in the previous classification shall be frozen in its entirety. If the employee reverts back to the former classification, the Employee shall receive full credit for the time previously spent in that classification. An Employee who is placed in a higher classification and successfully completes the probationary period shall accrue classification seniority retroactive to the date of the initial placement in the higher classification. In the event that an Employee who is placed in a higher classification does not successfully complete the probationary period, the time spent in the higher classification shall accrue to the previous classification. Classification seniority shall prevail for purposes of vacation and overtime preference as well as to other items that the parties may agree upon in writing.
- C. An Employee shall forfeit seniority rights only for the following reasons:
1. The Employee resigns or terminates employment with the Department.
 2. The Employee is dismissed and not reinstated by the Civil Service Commission, Arbitration, a Court of competent jurisdiction or through other methods of reinstatement.
 3. The Employee is absent without leave for a period of three (3) consecutive working days without notification to the Employer. After such absence, the Employer will send written notification to the Employee at the last known address indicating that seniority has been forfeited and employment terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 4. The Employee retires.
 5. The Employee does not return to work when recalled from layoff. In special cases, exceptions shall be made by the Employer.
 6. Return from sick leave and leaves of absence will be treated the same as subparagraph 3, above.

- 7. If the employee, except for participants in the Deferred Retirement Option Plan, withdraws his/her contributions from the Macomb County Employees' Retirement System.
- D. A current annual seniority list will be furnished by the Employer to the Union no later than July of each year. The Employer shall furnish and inform the Union of any and all changes on said seniority list in July of each year. The seniority list shall specify the Employee's name, job title, date of hire, department seniority and dates of classification seniority.
- E. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.

ARTICLE 10

CHANGE OF NAME/ADDRESS

It is the Employee's responsibility to notify the County of any change of name/address.

Upon request, the County will furnish the Names and Addresses of all Employees covered by this Agreement to the Local Union. The Local Union shall appoint one Local Officer authorized to make the request. Requests are limited to one request per calendar quarter.

ARTICLE 11

PREFERRED JOB ASSIGNMENTS

- A. The Sheriff retains the right to make all assignments, but the Sheriff shall make preferred job assignments as set forth in this Article. Preferred job assignments shall be made as follows:
 - 1. When a job opening is available for any preferred assignment, the Department will post the opening on a bulletin board for a ten (10) day period.
 - 2. Any qualified bargaining unit member may file a written request for the preferred job assignment.
 - 3. Except as otherwise set forth herein, the filling of a preferred job opening shall be determined from the list of bargaining unit members who file written requests.
 - 4. The following shall be recognized as preferred jobs:

Marine Division, Traffic Division, Breathalyzer Operator, Youth Bureau, Scuba Diver, S.W.A.T., Evidence Technician, Circuit Court/Station Three, C.O.M.E.T., Special Enforcement Team, Court Cars, Circuit Court Officers, M.A.T.S., FOC, Detective Bureau Investigator, M.A.C.E. and Canine.
 - 5. For the purposes of this Article, any newly created jobs shall be subject to the procedures of this Article.
- B. The above-described preferred jobs shall be placed in various groups, which placement shall determine the selection method and length of assignment.

GROUP A

Group A jobs shall be posted annually. The bargaining unit member with the highest seniority on the list shall receive the job. Length of assignment in Group A jobs is subject only to annual bumping by a more senior Employee.

Group A jobs are specified as follows:

Circuit Court/Station Three
Court Cars

GROUP B

Group B jobs shall be posted annually to give all qualified bargaining unit members, including the incumbent job holder, an opportunity to indicate interest. Selection of Group B jobs shall be determined from the list of qualified bargaining unit members who sign up on the basis of qualifications, sufficient ability, and seniority.

Group B jobs are subdivided as follows:

GROUP B (1)

Breathalyzer Operator
S.W.A.T.
Evidence Technician
Scuba Diver
Marine Division [seasonal]

Any bargaining unit member currently holding a Group B (1) job may continue in that job indefinitely.

GROUP B (2)

Traffic Division

Selection of and continuation in this job is subject to State appropriation. There is no minimum or maximum time on holding a Group B (2) job.

GROUP B (3)

C.O.M.E.T.
M.A.T.S.
F.O.C./Plain Clothes
Special Enforcement Team (S.E.T.)

Selection of rank to this job is dependent upon the needs of the position and the filling of the assignment shall be at the Sheriff's discretion, with the exception that a F.O.C/Plain Clothes vacancy shall be filled by the highest senior eligible Deputy applicant. There is a three (3) year minimum/maximum on holding a Group B (3) job, with a two (2) year exclusionary period before reapplying to a Group B(3) position.

1. There shall be a six (6) year limit on any member being assigned to a particular Group B (3) job. This limit shall include all prior time in listed jobs.

2. There shall be a twelve (12) year total limit on combined jobs to all of the Group B (3) jobs. This limit shall include all prior time in listed jobs.
3. Members who are on the DROP are not eligible to apply for any Group B (3) jobs.
4. Members who hold the position in F.O.C./Plain Clothes that go into the DROP during the year must exit at the end of that year.
5. If F.O.C./Plain Clothes jobs are eliminated, S.E.T. jobs shall revert to Group B language.

GROUP C

Group C jobs shall be posted annually for bargaining unit members. Except as otherwise specified below, selection to Group C jobs shall be at the discretion of the Sheriff.

Group C jobs are subdivided as follows:

GROUP C (1)

Circuit Court Officer
Uniform F.O.C./Circuit Court Position

A Circuit Court Officer shall be assigned at the sole discretion of the Sheriff, except that the selection shall not interfere with or abridge an Employee's right to select shift assignment. The Sheriff shall first consider those bargaining unit members volunteering for a Group C (1) job before exercising discretion in the assignment of the job. The exercise of discretion shall be limited to bargaining unit employees.

GROUP C (2)

Marine Division [twelve (12) month job]
Youth Bureau
School Liaison Officer
Detective Bureau Investigator

Group C (2) jobs shall be posted for qualified bargaining unit members annually. Selection to Group C (2) positions shall be determined on the basis of qualifications, ability and seniority. It is recognized that the assessment of ability and qualifications of Group C (2) applicants requires subjective judgment by the Department. As such, the determination of the best qualified candidate shall be made by the Sheriff at his discretion.

GROUP C (3)

Canine

Initial assignment to Group C (3) jobs shall be assigned at the sole discretion of the Sheriff and offered to any qualified member of the bargaining unit.

GROUP C (4)

M.A.C.E.

Group C (4) jobs shall be assigned at the sole discretion of the Sheriff and offered to any employee within the Office of the Sheriff. Qualified members of the bargaining unit shall be considered by the

Sheriff. When a member exits a Group C (4) job there shall be a two (2) year exclusionary period before reapplying for a Group B (3) position.

- C. In the event that there is no bargaining unit member applying for a specific preferred job assignment, the Employer may fill the preferred job assignment from among any bargaining unit members within the required classification, unless otherwise specified within the language of a particular group.
- D. Substation assignments are not preferred jobs. The substation assignments, however, will be posted each November and the Sheriff will select available Deputies for the substation assignments.
- E. When a bargaining unit member is reassigned from a preferred assignment back to regular duties, said bargaining unit member shall be afforded an opportunity to select a shift preference as provided in this Agreement.
- F. All preferred jobs shall be posted in November of each year. The assignment shall then be made effective, subject to scheduling, as near January 1 as possible. The holding of any job under this Article is subject to the bargaining unit member's ability to perform satisfactorily in the assignment. In the event that a bargaining unit member is reassigned to regular duties, the Sheriff, or designated representative, will explain to the bargaining unit member the reasons for the reassignment.
- G. Probationary bargaining unit members, as defined in Article 8, Probationary Period, shall not be eligible for any preferred assignment.

ARTICLE 12

SHIFT PREFERENCE

- A. Employees in the classifications of Deputy and Dispatcher, not assigned to a specialized unit or bureau and who have at least two (2) years seniority in their respective classification, shall be given the opportunity to bid for shift assignments (days, afternoons, midnights or rotating) based upon classification seniority. Employees shall be placed in their requested shift preference in order of highest to lowest classification seniority permissible within the confines of shift manpower limits designated by the Sheriff.
- B. Deputies and Dispatchers with less than two (2) years seniority in their respective classification, shall be given shift assignments, including regularly rotating shifts, within the discretion of the Sheriff; provided, however, that said Employees shall not be removed from their assigned shift more than one (1) time period extending from one (1) day to twenty-seven (27) days inclusive, during a twenty-eight (28) day period, unless said Employee consents to more than one such movement.
- C. Unless otherwise provided in this Agreement, shift preference shall be effective for a period of one (1) year. Shift preference re-bidding shall be open on December 1 of each year to be effective on the January 1, thereafter. Upon good cause shown, the Sheriff may permit an Employee to change shift preference, provided there is another qualified Employee to trade shifts for the requested period.
- D. Nothing in this Article shall abridge or otherwise interfere with the right of the Sheriff to create additional shifts, make special assignments, and/or alter shift manpower requirements at any time. Furthermore, should the Macomb County Sheriff's Department enter into a contract with a community having an existing police department whereby the Sheriff's Department assumes the responsibilities of said police department, the Sheriff retains the right to assign said personnel to shifts of the Sheriff's choice, provided said personnel are assigned to perform duties in said community.

- E. In the event there arises the need, as determined by the Sheriff, to transfer an Employee to or from one shift to or from another, the opening shall be posted, and requests shall first be made for volunteers who shall be selected by seniority. If there are not sufficient volunteers, required Employees shall be transferred in order of lowest classification seniority in the shift from which Employees are to be transferred. The term of the shift transfer shall initially be explained in full by the Sheriff to all potential Employees subject to transfer.

ARTICLE 13

EMPLOYEES -- SALARIES -- CLASSIFICATION CHANGES

- A. A new Employee shall start at the minimum salary level based upon the applicable hourly rate as designated for the position. If the new Employee, however, has previous experience in work similar to the type of work to be performed for the County, upon consultation between the Sheriff, the Director, Human Resources and Labor Relations and the Finance Director, the Employee may be given credit for one-half (1/2) of such experience, and the minimum salary may be increased commensurate with the allowable credit. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Sheriff is desirous of allowing a greater starting salary than set forth above, it must be approved by the Office of the County Executive, the Finance Director and the Director, Human Resources and Labor Relations.
- B. After employment, each employee will be entitled to one (1) normal increment after each thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments are to be approved by the Sheriff before becoming effective; provided, however, any disapproval of an increment by the Sheriff shall be set forth in writing together with the reasons therefore and a copy furnished to the Employee and the Director, Human Resources and Labor Relations.
- C. When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a rate pursuant to the provisions of Act 298 of the Public Acts of 1966, as amended. In the event the Employee or Union does not agree that the rate is proper, the Union or Employee shall have the right to submit the matter to the grievance procedure at the second step.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

- A. Whenever an Employee is temporarily assigned the duties and responsibilities of a higher paying position for at least eight (8) hours per shift, then such Employee shall be compensated at the higher rate for the performance of those duties. Any Employee appointed within the Department to serve in an acting capacity of a higher paying position shall receive all the benefits incident to that position with no loss of benefits attendant to the Employee's existing classification.
- B. Out of classification pay shall consist of the minimum rate of the higher classification, or one (1) additional increment to the Employee's current salary, whichever is greater.
- C. Such temporary assignment must be authorized in writing by the Sheriff, or designee, and approved by the Director, Human Resources and Labor Relations, before an adjustment is made in the Employee's salary.
- D. A temporary assignment shall continue only until such time as a current eligibility list is certified by the Civil Service Commission for the job classification to which the temporary assignment was made. No temporary assignments shall be made to job classifications in which there exists a current eligibility

list, except in situations where such temporary assignments are made due to a higher job classification Employee being temporarily separated from active employment.

ARTICLE 15

SCHEDULING AND HOURS

- A. The regular work week for all Employees covered by this Agreement shall constitute a twenty-eight (28) day work period, during which every effort will be made to create one (1) four (4) day non-work break period which will include both Saturday and Sunday. Members of the Marine Patrol may be permitted upon mutual agreement between the Union and the Employer to work ten (10) hour shifts at straight time. Sick, vacation, personal time or compensatory time, and the like, shall be taken in accordance with the ten (10) hour day.
- B. The work schedule shall normally be posted at least ten (10) days in advance of the start of a new schedule.
- C. The past practice of trading days and/or shifts shall be continued subject to the written approval of the Shift Commander.

ARTICLE 16

SHIFT PREMIUM

- A. Shift premium shall be paid to eligible Employees in the classifications of Deputy and Dispatcher at the following rates, to be paid during the pay period in which the shift premium was earned:

| | |
|------------------|--|
| Afternoon shift: | three percent (3%) of their base hourly wage |
| Midnight shift: | six percent (6%) of their base hourly wage |
- B. For purposes of this Article, the term "afternoon shift" shall mean any shift with a scheduled starting time on or after 2:00 p.m. and before 10:00 p.m. The term "midnight shift" shall mean any shift with a scheduled starting time on or after 10:00 p.m. and before 6:00 a.m.
- C. Shift premium shall be paid in accordance with the shift in which an Employee started working, provided the employee has worked less than four (4) hours into the succeeding shift. If an Employee works four (4) or more hours into another shift, said Employee shall receive the premium (if any) of that succeeding shift for those four (4) or more hours. Examples:
 - 1. An Employee who begins on the midnight shift and works less than four (4) hours over into the day shift would receive midnight shift premium for all hours.
 - 2. An Employee who begins on day shift and works less than four (4) hours into the afternoon shift would receive no shift premium for afternoon shift hours.
 - 3. An employee who begins on afternoon shift and works less than four (4) hours into the midnight shift would receive afternoon shift premium for all hours.
 - 4. An Employee who begins on afternoon shift and works four (4) hours into the midnight shift would receive the afternoon shift premium for the afternoon hours worked and four (4) hours of midnight shift premium.

5. An employee who begins on midnight shift and works four (4) hours into the day shift would not receive midnight shift premium for the four (4) hours into the day shift unless they remain working into that shift as a result of an order over.

Shift premium shall be paid only for hours worked, except for bereavement.

ARTICLE 17

HOLIDAY BENEFITS

- A. Employees shall be entitled to holiday pay, compensated in cash, for fifteen and one-half (15 1/2) holidays.* Payment in cash is to be made in December of each year. If an employee works part of the year or receives payment for any of the enumerated holidays currently, compensation in cash shall be adjusted accordingly. Payment shall be based on the salary scale in effect on the date of payment.

The holidays included are:

| | |
|--------------------------------------|-------------------------------------|
| New Year's Day ⁺ | Veteran's Day (observed) |
| Martin Luther King Jr. Day | Thanksgiving Day ⁺ |
| Lincoln's Birthday | Day after Thanksgiving ⁺ |
| Washington's Birthday | December 24 ^{th+} |
| Memorial Day ⁺ (observed) | Christmas Day ⁺ |
| Independence Day ⁺ | December 31 ^{st+} |
| Labor Day ⁺ (observed) | General Election Day * |
| Columbus Day (observed) | Good Friday (1/2 day) |

* In those years which contain a General Election Day; General Election Day occurs on the Tuesday following the first Monday of November of even-numbered calendar years. In other years, fourteen and one-half (14 1/2) days.

⁺ These holidays are considered Specified Holidays for the purposes found in Section B.2. of this article.

Employees regularly scheduled to work any or all of the fifteen and one-half (15 1/2) holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half (1 1/2) for all regular hours worked. The holiday premium rate shall be paid no later than the end of the pay period following the pay period in which such holiday premium rate was earned.

- B. Employees who are scheduled to work the holiday must work the holiday and the calendar day before or after the holiday, if scheduled, unless excused, in order to qualify for payment. In order to be excused from work for holiday pay purposes:
1. Employees utilizing a sick day or family sick day on any of the holidays listed above, excluding Specified Holidays, must secure a medical certificate (as defined in paragraph B.4.) or written approval by the Sheriff, or designee.
 2. Employees utilizing a sick day or family sick day on any of the Specified Holidays listed above shall be required to be seen by a physician on the day of these specific holidays. Employees must submit a medical certificate (as defined in paragraph B.4.) upon return to work.
 3. If the employee had been seen by a physician prior to the holiday in question, and had submitted a medical certificate (as defined in paragraph B.4.) in which the medical absence includes the date of the holiday in question, the employee shall be determined eligible for that holiday.

4. Medical certificate: written on authentic letterhead containing the name of the employee (or name of the employee's family member if utilizing a family sick day), date of absence, general nature of illness or injury, return to work status, and an authorized signature of treating physician/doctor.
- C. The foregoing excuse provision relating to qualification for holiday pay, shall not apply to employees on sick leave, if such sick leave is in effect prior to the beginning of the current pay period in which the holiday falls. Additionally, the above-enumerated holidays, occurring after one (1) year from date of any incapacitating injury for which Worker's Compensation benefits are paid, shall not be credited to the Employee, or otherwise qualify the incapacitated Employee for holiday payment, and such disqualification shall continue so long as the incapacity exists.
- D. In instances where an employee is declared ineligible for a holiday, the Employee shall be notified in writing, with a copy to the appropriate representative of the Bargaining Unit, that payment for the holiday in question is being denied and the reason for such denial. Notice shall be submitted not later than the end of the next pay period following the pay period in which the holiday in question falls.
- E. Holiday pay payments shall be included in the first regular payroll check of December.
- F. DROP Participants: At the time an employee elects to participate in the DROP he/she shall receive as part of their payoff, a prorated amount of Holiday Pay. Payment for the balance of that year's holidays and subsequent holiday pay shall be made in December of each year. Payment shall be as described in Section A. above.

ARTICLE 18

OVERTIME PAY AND PROCEDURE

- A. Overtime Pay:
 1. Overtime Pay shall be allowed at the rate of time and one-half (1 ½) for work in excess of eight (8) hours; and, in the case of an emergency occurring at a time other than the normal scheduled shift. This provision does not include, or apply to, off-duty Court appearances by employees, which appearances are covered under Article 19, Court Time.
 2. An Employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half (1 ½) and such Employee may, at the discretion of the Shift Commander, be required to perform a minimum of four (4) hours work within his/her classification.
 3. Breathalyzer Operators called in for duty to perform breathalyzer tests at times other than their normal, regularly scheduled shift, shall receive a minimum of four (4) hours pay at one and one-half (1 ½) times their regular, hourly rate.
 4. Divers shall receive Eight Dollars (\$8.00) per hour over the regular or overtime hourly rate, as applicable, in increments of one-half (½) hours with a two (2) hour minimum while at the scene requiring divers, as authorized by the Sheriff or designee. The Eight Dollars (\$8.00) referred to above will be paid commencing May 1st and ending October 31st of the current year.

Divers shall receive Twelve Dollars (\$12.00) per hour over the regular or overtime hourly rate as applicable, in increments of one-half (½) hours with a two (2) hour minimum while at the scene requiring divers as authorized by the Sheriff or designee. The Twelve Dollars

(\$12.00) referred to above will be paid commencing November 1st and ending April 30th of the current year.

Control Practice: The Command Officer or the Senior Officer at the scene will record and incorporate in the written complaint report the following information:

- a. Names of Divers.
- b. Time spent by each Diver at the scene.
- c. Time of arrival and termination of diving procedures.
- d. Signature of the Officer relating information in the report.

Participating SCUBA Divers will relate pertinent information in writing on a separate overtime card and have it verified with the initials of a Command Officer with personal knowledge as outlined above.

B. Compensatory Time Procedure:

1. Employees working overtime, call-in time and/or Court time shall have the option of receiving pay at the rate of time and one-half (1 1/2) or receiving compensatory time-off. Employees shall select one (1) of the above options and properly notify the appropriate Command Officer. An Employee who has accrued compensatory time and requests the use of the time, shall be permitted to use the time-off within a reasonable period after making the request; provided, however, that it does not unduly disrupt the operations of the Department. However, no member of the bargaining unit may utilize compensatory time for time off in excess of 144 hours per calendar year. Employees may utilize up to 16 additional hours of compensatory time for training purposes, after approval by the Sheriff or his/her designee. Employees may not, under any circumstances, accumulate more than one hundred (100) hours of compensatory time. Upon termination of employment, an Employee shall be paid for unused compensatory time figured at:
 - a. The average regular rate received by such Employee during the last three (3) years of employment; or,
 - b. Final regular rate received by such Employee, whichever is higher.
2. An employee may convert compensatory time to a cash payment by notifying the appropriate Command Officer of the number of hours of compensatory time to be converted to a cash payment.
3. Retirement contributions shall be deducted from the cash payment for compensatory time and the amount paid shall be included in an employee's Final Average Compensation (FAC) for retirement purposes.

C. General Overtime Procedures:

1. When the Sheriff determines that manpower requirements necessitate overtime work, the assignments for such overtime shall be made in accordance with the provisions of this Article.
2. The Employer shall maintain a record of overtime hours worked by each employee of the bargaining unit. These records shall be maintained by a Command Officer in the "Deputy and

Dispatcher Overtime Call-In Book(s)". Additionally, overtime work shall be logged in the "Overtime Log" which shall be maintained by the Union. Overtime hours shall be logged only in units of two (2) hours or more.

3. Employees in the required classification(s) will first be called from the shift for which the overtime is required to be worked. In the event that there are no employees that desire to work overtime on the shift in which it is required, the employees on the following shifts will be called for the available overtime.
4. In the event an employee is passed over due to an error, that employee will be given the first overtime opportunity that he/she signs up for, regardless of seniority or overtime hours previously recorded. Hours worked as a remedy will be exempt from the overtime hours worked.
5. The Employer shall make every attempt to equalize overtime by first offering overtime to the employee in the required classification(s) who: (1) has requested overtime; (2) has the least amount of overtime hours worked as recorded in the Overtime Log and (3) has the highest seniority.

All new employees shall start out with the same amount of hours as that employee having the most worked overtime hours.

6. Employees wishing to work overtime shall indicate their availability twenty-four (24) hours prior to their leave days by signing up in the overtime log. The overtime log will be kept at the Shift Commander's desk. Failure to indicate availability twenty-four (24) hours prior to leave days shall be considered refusal for overtime. All requests shall be logged in accordance with the information request in said log book.
7. If the overtime opportunity cannot be filled as described above, those employees in the required classification who have signed up to work a double shift and employees in other classifications, provided that they are capable of performing the work, may be called for overtime in order of the least amount of overtime worked. In the event employees have an equal number of overtime hours worked, the overtime shall be worked by the employee with the most departmental seniority.
8. If the overtime opportunity cannot be filled as described above, then the Employer shall order progressively, the employee(s) with the least amount of classification seniority working the shift previous to the shift with the vacancy to work the required overtime.
A record of this mandatory overtime will be kept by the Employer, listing the date and shift ordered for that employee. When any employee is ordered to work overtime, he/she will be exempt from mandatory overtime until such time that the progressively senior most employee on that shift has also been ordered to work mandatory overtime.
9. Any member of the bargaining unit, who is available for assignment to Road Patrol and, who refuses to work a Road Patrol overtime opportunity, shall not be eligible to work any other overtime opportunity on the shift for which the Road Patrol overtime was offered and refused.
10. Whenever an employee is off work due to sick leave, that employee will not be allowed to work overtime on that shift the following two (2) shifts.
11. When compensatory time is taken by a bargaining unit member, the time shall be treated as a day worked for overtime purposes. The bargaining unit member is prohibited from working

the shift for which they have taken compensatory time. To be eligible for other overtime on the day compensatory time is taken, a bargaining unit member must sign up for overtime twenty-four (24) hours in advance and will be the last person called prior to the ordering of overtime.

ARTICLE 19

COURT TIME

- A. Sheriff Department Employees while appearing in Court during off-duty hours shall be paid a minimum of four (4) hours straight pay or time and one-half (1 ½), whichever is greater, and according to the following provisions:
1. If an Employee appears in Court on the same case running from A.M. to P.M., time shall run continuously (for example, same case 10:00 a.m. to 3:00 p.m. equals five [5] hours at time and one-half [1 ½]);
 2. If an Employee appears in Court on two (2) different cases or more in the A.M. or in the P.M., time shall run continuously (for example, two [2] cases, one [1] at 9:00 a.m. and another at 9:30 a.m., one [1] Court slip-continuous time);
 3. If an Employee appears in Court on two (2) different cases or more, one (1) or more in the A.M. and one (1) or more in the P.M., then there shall be two (2) Court slips (for example, 9:00 a.m. case, different case 1:00 p.m.--two [2] Court slips).
- B. Stand-By: Sheriff Department Employees, upon being served a Court Appearance Summons for actions taken in the line of duty and which require the presence of the Employee in Court while not on duty, and further being advised not to appear in Court, but to "stand-by" while not on duty, will be paid a two (2) hour salary at their minimum hourly rate; Employees on stand-by over a two (2) hour period will be paid fifty percent (50%) of their hourly rate, total compensation period not to exceed eight (8) hours in any one stand-by day. The following controls shall be followed in order to properly document Court appearances outlined above:

An overtime card shall be used and will include in writing:

1. Identification of Court matter, date, time and Judge;
 2. Name and organization of person who advised not to appear in Court and to stand-by;
 3. Signature of the person invoking stand-by status, affixed to a brief entry indicating the number of hours of stand-by and such other pertinent data.
- C. Witness fees received in Civil Cases while on duty shall be returned to the County General Fund.

ARTICLE 20

ANNUAL LEAVE/PAID TIME OFF (PTO)

- A. Full-time employees, except for participants in the Deferred Retirement Option Plan, shall be entitled to accrue Annual Leave/Paid Time Off according to the following schedule.

The paid leave provisions in this contract apply only to full time employees working 37.5 hours or more. All other employees accrue paid leave time in accordance with Michigan's paid leave act and that leave time will be administered according to the acts provisions (PA 338 of 2018 as amended).

| <u>Years Of Consecutive Service Completed:</u> | <u>Annual Equivalent Of:</u> |
|--|------------------------------|
| Less than 3 | 15 days |
| 3 | 15 days |
| 5 | 20 days |
| 10 | 21 days |
| 13 | 24 days |
| 20 | 25 days |
| 21 | 26 days |
| 22 | 27 days |
| 23 | 28 days |
| 24 | 29 days |
| 25 | 30 days |

- B. Annual Leave/Paid Time Off days may be accumulated to a maximum of thirty (30) work days.
- C. Annual Leave/Paid Time Off shall be available for use upon accrual.
- D. Upon termination of employment, an Employee shall be compensated for his/her Annual Leave/Paid Time Off at the rate of pay said Employee received at the time of termination.
- E. Employees who are working as regular Employees, but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave/Paid Time Off as above on a basis proportionate to the time they have worked.
- F. Full time employees, including participants in the Deferred Retirement Option Plan (DROP), may request Annual Leave/Paid Time Off conversion to cash payment of up to forty (40) hours per year. Employees requesting Annual Leave/Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Annual Leave/Paid Time Off to be eligible for the conversion. The requested Annual Leave/Paid Time Off conversion(s) must be submitted by February 1 with the cash payment to be made in March and August 1 with the cash payment to be made in September in a regular paycheck with normal deductions.
- G. Vacation schedules for Employees of all Departments shall be developed by the Sheriff or designee and must have his/her approval; provided, however, that Employees shall be granted vacation preference in order of classification seniority subject to the following restrictions:
 - 1. Employees receiving at least twenty (20) leave days annually and/or who have in their Annual Leave/Paid Time Off sufficient time, shall receive two (2) weeks summer Annual Leave/Paid Time Off (April/ September) and two (2) weeks winter Annual Leave/Paid Time Off (October/March). Exceptions to the two (2) weeks summer, two (2) weeks winter leave can be made by mutual agreement between the Sheriff and the Union.
 - 2. As of March 1 for summer Annual Leave/Paid Time Off (April/September), and September 1 for winter Annual Leave/Paid Time Off (October/March), senior Employees shall not be able to remove the names of less senior Employees from the vacation schedule, unless there is mutual consent among the affected Employees.

3. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the Employees and the efficient operation of the Department.
 4. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Sheriff or designee.
 5. When a holiday is observed by an Employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day, continuous with the vacation, except for those Employees receiving Holiday Pay, as outlined in the Holiday Pay provision of this Agreement.
 6. Upon direction by their respective supervisor, Employees may be requested to work during periods of Annual Leave/Paid Time Off and shall receive Annual Leave/Paid Time Off Pay in lieu of time off and such leave pay shall be deducted from their accumulated Annual Leave/Paid Time Off Bank. This shall be restricted to a period of one (1) week in any Annual Leave/Paid Time Off Year.
- H. The current number of vacation slots available for Deputies and Dispatchers and the procedure for selecting vacations will remain in full force and effect.
- I. Annual Leave/Paid Time Off for DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Plan (DROP) shall receive Annual Leave/Paid Time Off in the following manner:
1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of Annual Leave/Paid Time Off equal to the number of hours of Annual Leave/Paid Time Off accumulated in the calendar year immediately preceding the commencement of DROP participation.
 2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of Annual Leave/Paid Time Off for the balance of the calendar year computed in the same manner as paragraph I.1, above.
 3. Annual Leave/Paid Time Off not utilized by an employee by December 31st of a calendar year shall be forfeited.
 4. There shall be no compensation for Annual Leave/Paid Time Off time remaining in an employee's Annual Leave/Paid Time Off bank upon separation from employment.
 5. DROP participants who utilize Annual Leave/Paid Time Off in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all Annual Leave/Paid Time Off time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

ARTICLE 21

SICK LEAVE

- A. Regular full-time Employees, except for participants in the Deferred Retirement Option Plan, shall accrue a Sick Leave bank at the rate of up to twelve (12) days per year. Sick Leave shall accumulate only on hours paid.

The paid leave provisions in this contract apply only to full time employees working 37.5 hours or more. All other employees accrue paid leave time in accordance with Michigan's paid leave act and that leave time will be administered according to the acts provisions (PA 338 of 2018 as amended).

- B. For Sick Leave usage only, the unused Sick Leave accumulation maximum that Union employees (Deputy and Dispatcher) can earn will be one hundred eighty (180) work days (1,440 hours).

For accumulated sick leave payoff purposes the maximum sick leave accumulation shall retain a cap of one hundred twenty-five (125) work days (1,000 hours).

- C. An Employee may utilize available Sick Leave for absences:

1. Due to personal illness or physical incapacity caused by factors that the Employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
2. Necessitated by exposure to contagious disease or condition in which the health of others would be endangered by attendance on duty.
3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) Sick Leave days in any one calendar year. The term "immediate family" as used in this section shall mean parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is normally a member of the employee's household.
4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
5. Personal Days:
 - a. Employees may use two (2) days per year for personal business reasons not to be deducted from Sick Leave.
 - b. For Christmas Eve (December 24), Christmas Day (December 25), New Year's Eve (December 31), and New Year's Day (January 1), only, the Employer may deny the use of a Personal Day to a Deputy when it would result in more than two (2) Deputies below the minimum complement on that shift; and/or the Employer may deny the use of a Personal Day to a Dispatcher when it would result in more than one (1) Dispatcher below the minimum complement on that shift.

The maximum number of hours that can be accumulated in an Employee's Sick Bank has not been increased by the provisions of this Section C.5.

- D. Any Employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and the failure to do so within a reasonable time may be cause for denial of Sick Leave with pay for the period of the absence.
- E. The Employee may be required to produce evidence, in the form of a medical certificate or otherwise, of the adequacy of the reason for absence during the time for which Sick Leave is granted.

- F. Sick Leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick Leave shall not accrue during a Leave of Absence Without Pay. Sick Leave time accumulated at the time of commencement of a leave of absence shall, however, be restored upon return to active employment by the Employee, provided the Employee does not exceed the approved length of the leave of absence; otherwise, such accumulated Sick Leave time shall be forfeited.
- H. An Employee who is seriously ill for more than five (5) days while on Annual Leave/Paid Time Off may, upon application, have the duration of such illness charged against Sick Leave reserve, rather than against Annual Leave/Paid Time Off. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the Employee.
- I. Sick Leave shall be available for use upon accrual. Employees shall not be entitled to use Personal Business Days until the completion of three (3) months of service from the date of hire, except in cases of injury incurred in the line of duty.
- J. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment, except as provided in Section L. below.
- K. Employees participating in the DROP shall not be subject to Sections A., B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
 - 1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP.
 - 2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
 - 3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph K.1., employees may utilize that Sick Leave, accrued pursuant to Sections A. and B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to the Accumulated Sick Leave Payoff section of this article, at the time the employees DROP participation begins.
 - 4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section K.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
 - 5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment, except as provided in Section L., below.
- L. Accumulated Sick Leave Payoff (does not apply to employees participating in the Defined Contribution (401a) plan)
 - 1. Retirement: An employee who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for seventy-five percent (75%) of a maximum one thousand (1,000) hours of his/her accumulated and unused Sick Leave and at employee's then current rate of pay.
 - a. If after the payment above, the employee has remaining hours in his/her accumulated and unused Sick Leave bank, and the employee is not electing to participate in DROP, then the employee may request Sick Leave conversion to

cash payment for one hundred percent (100%) of the remainder of their balance, up to four hundred and forty (440) hours maximum, at the employee's then current rate of pay. The requested Sick Leave conversion must be submitted no later than 2 weeks prior to the date of retirement and the cash payment will be made in a regular paycheck with normal deductions.

2. DROP: An employee, who is eligible and elects to participate in the DROP program, shall be paid for seventy-five percent (75%) of a maximum one thousand (1,000) hours of his/her accumulated and unused Sick Leave at the employee's then current rate of pay at the time of initial participation into the DROP.
 - a. Upon separation from the County, DROP members may request Sick Leave conversion to cash payment for the one hundred percent (100%) of the remainder of their sick leave balance, excluding time accrued in DROP, up to four hundred and forty (440) hours maximum. The requested Sick Leave conversion must be submitted no later than 2 weeks prior to the date of separation and the cash payment will be made in a regular paycheck with normal deductions.
3. In case of death of an employee, payment of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's estate.

ARTICLE 22

BEREAVEMENT LEAVE

Upon presentation of proof as required by the Employer, such as, but not limited to, newspaper death or obituary notices, the following shall apply:

- A. A full-time Employee may elect to take up to three (3) days off with pay due to a death in the Employee's family as follows: parent, current step parent, current spouse, children, current step children, brother, sister, grandparent, or grandchildren. It shall also include any person who is normally a member of the employee's household.
- B. The Employee may elect to take up to three (3) bereavement leave days chargeable to Sick Leave or Annual Leave due to the death of an Employee's friend or family member, other than those listed in section A. of this article.
- C. Full-time employees are permitted to take up to four (4) hours of bereavement leave with pay to attend the funeral of an employee who worked within the same department, provided attendance is during the employee's normally scheduled work hours and does not interfere with the operational needs of the Department/County.

Bereavement Leave requests made pursuant to sections B. and C. of this article are subject to prior approval by the Employer and shall not be unreasonably withheld or denied.

ARTICLE 23

WORKER'S COMPENSATION

- A. The Employer shall provide and assume the premium for Worker's Compensation and Liability Insurance in accordance with the Statute.
- B. A County Employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such Employee from performing any available County employment, shall be entitled to disability compensation upon the following basis, and subject to the following provisions:
1. The Employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
 2. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
 3. Any Employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury, with the Sheriff or Designee on the day such injury occurs or, if physically unable to do so because of the nature of the injury, then a physician's report in writing relating to such injury shall be filed with the Sheriff or Designee within one (1) week from the date of the injury. The report shall be made upon the form furnished by the County of Macomb, and when received by the Sheriff or Designee, shall be transmitted forthwith to the office of the Director, Human Resources and Labor Relations.
 4. The Employee shall furnish to the Human Resources and Labor Relations Department a written medical certificate which includes a description of the injury and, to the extent medically possible, the period of incapacity, as well as periodic written medical progress reports upon request.
 5. Compensation received by an Employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such Employee from performing any available County employment, shall be paid on the following basis:

The compensation received by such Employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Human Resources and Labor Relations Department shall review the disability status of the injured Employee to determine if up to an additional six (6) month extension shall be granted, dependent upon the physical condition and ability of the Employee to perform other available County employment. In the event that the period for supplementation under this provision exceeds one (1) year from the incapacitating injury, the Employee shall be permitted to continue a Worker's Compensation Leave of Absence for an additional one (1) year, receiving their statutory weekly Worker's Compensation benefit, while being required to exhaust entire remaining sick, paid time off/annual leave, compensatory time and personal day accruals. If disability exists at the end of the two (2) year period, the Employee shall seek to become eligible for coverage under the appropriate disability provisions of the Macomb County Employees' Retirement Ordinance. Employees receiving disability compensation hereunder shall continue to accrue Sick Leave days on the same basis as

Employees on the active payroll, and such disability sick days compensated for under this paragraph shall not be deducted from the Employee's Sick Leave Bank.

ARTICLE 24

LEAVE OF ABSENCE

A. Full-time employees are eligible and may request a leave of absence in writing for any of the following reasons:

1. Personal Leave
2. Medical Leave for Employee and/or Family
3. Military

B. Provisions:

1. Personal Leave:

- a. An employee may be eligible for a Personal Leave upon completion of 12 months of service from their date of hire.
- b. An employee absent from work for more than 15 consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources and Labor Relations.
- c. All requests for a Personal Leave must be submitted at least thirty (30) days prior to the effective date of the Personal Leave.
- d. While on an approved Personal Leave, an employee must exhaust annual leave/paid time off and compensatory time.
- e. An approved Personal Leave shall not exceed 6 months.
- f. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.
- g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in Article 25, Insurance Benefits.
- h. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Personal Leave.
- i. An employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in Article 9, Seniority and termination of employment.

2. Medical Leave for Employee and/or Family:

- a. An employee may be eligible for a Medical Leave upon completion of 6 months of service from their date of hire.

- b. An eligible employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
- c. A family member shall be defined as parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchild. It shall also include any person who is normally a member of the employee's household.
- d. An employee absent from work for more than 5 consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources and Labor Relations.
- e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head or designee at least thirty (30) days prior to the effective date of the Medical Leave.
- f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
- g. Medical certification must be received in the Human Resources and Labor Relations Department within 15 days from the employee's last day worked.
- h. While on an approved Medical Leave, an employee must exhaust sick leave and compensatory time.
- i. Medical Leaves are approved for a period of no more than 6 months. Medical Leave requested beyond 6 months, may be approved for an extension, but not to exceed an aggregate total of no more than 12 months.
- j. Medical Leave extension requests must be submitted in writing at least 5 working days prior to the expiration of the current approved Medical Leave.
- k. An employee on an approved unpaid Medical Leave shall not accrue credited service for retirement during the time which the employee is on said Medical Leave without pay.
- l. While on an unpaid Medical Leave, benefits will be cancelled at the end of the month following six (6) months of unpaid status. Upon the return from the unpaid Medical Leave, benefits will be reinstated in accordance with the waiting periods as outlined in Article 25, Insurance Benefits.
- m. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer's expense.
- n. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Medical Leave.
- o. In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.

- p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in Article 9, Seniority and termination of employment.

3. Military:

- a. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.
- b. Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services as determined by Human Resources and Labor Relations. Employees absent under USERRA should provide the County with a copy of his/her military orders.
- c. Any employee on an approved USERRA Military Leave of Absence shall be eligible for the following benefits during his/her Military Leave of Absence: supplemental pay, medical, prescription drug, dental and vision benefits, life insurance, Retirement eligibility, Sick Leave, Annual Leave/Paid Time Off (PTO) and Longevity as determined by Human Resources and Labor Relations.

4. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

ARTICLE 25

INSURANCE BENEFITS

A. Life Insurance:

1. Full-time Employees (including DROP Participants):

- a. The life insurance benefit provided by the Employer shall be \$50,000.

The Employer will provide a payroll deduction option for employees wishing to purchase additional \$25,000 increments of life insurance to a maximum of \$325,000. Rates and conditions shall be those established by the insurance carrier.

Based on the above language, an Employee exercising their ability to purchase the maximum life insurance benefit of \$325,000 would then have a total life insurance benefit of \$375,000.

- 2. Retirees: The Employer will provide a life insurance benefit, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire and are eligible for and receive a retirement allowance under the Macomb County Employees' Retirement Ordinance. Employees hired on or after January 1, 2016 will not be eligible for this life insurance benefit.

B. Insurance Benefits:

1. Only full-time employees (including DROP participants) and their eligible dependents will be eligible for Macomb County's Insurance Benefits which includes medical, prescription drug, dental and vision plans.

2. Dependent Eligibility:

Full-time employees (including DROP participants) may elect to cover their current spouse on Macomb County's medical, prescription drug, dental and vision plans.

Full-time employees (including DROP participants) may elect to cover their eligible children up to the age of 26 on Macomb County's medical, prescription drug, dental and vision plans. Supporting documentation must be provided to the Human Resources and Labor Relations Department as necessary.

3. Laid Off Employees: Any regular full-time employee laid off and subsequently recalled, will be eligible for Macomb County's medical, prescription drug, dental and vision plans as soon as administratively possible after the date of his/her return to work.

C. The Employer shall provide two medical plan options: a Preferred Provider Organization (PPO) and an Health Maintenance Organization (HMO) to all regular eligible full-time employees and their eligible dependents including prescription drug coverage, as outlined in Appendix B, Active Employee Benefits or its substantial equivalence. Full-time employees shall be required to make necessary medical, prescription drug premium deductions as required by PA 152.

1. Full-time employees who have a current spouse who is also employed full-time by Macomb County will be entitled to only one (1) medical, prescription drug, dental and vision plan for both employee and all eligible dependents. Such employee shall not be eligible for the insurance waiver.

2. Full-time employees who elect not to participate in Macomb County's medical and prescription drug plans and who has coverage elsewhere shall receive a monthly insurance waiver payment of \$167.00. The insurance waiver will be paid in the employee's regular paycheck.

- a. Full-time employees shall establish proof of their eligibility to receive the insurance waiver.

- b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Macomb County's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

D. 1. Retirees: Full-time employees hired before October 1, 2008, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee's eligible spouse, as defined in D.1.a., after eight (8) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.

Full-time employees hired on or after October 1, 2008, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee's eligible spouse as defined

in D.1.a., after fifteen (15) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.

- a. Coverage shall be limited to the spouse of the retiree, at the time of retirement or DROP. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible spouse receives applicable retirement benefits following the death of the retiree.
2. Full-time employees hired on or after June 1, 2013 will not be eligible for Macomb County's medical, prescription drug, dental and vision plans for the employee's spouse in retirement.
3. Full-time employees hired into the County on or after January 1, 2016 will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage and life insurance.
4. Retired employees and/or their eligible spouse as defined in D.1.a., shall apply and participate in the Medicare Program, if eligible, at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program. At that time the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with Medicare. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their eligible spouse as defined in D.1.a.
5. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and eligible spouse, as defined in D.1.a., shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
6. Retirees who are eligible for Macomb County's medical and prescription drug plan and elect not to participate and who has coverage provided elsewhere, shall receive a monthly insurance waiver payment of \$167.00. The insurance waiver will be paid in the retiree's regular retirement check.
 - a. Retirees shall establish proof of their eligibility to receive the insurance waiver.
 - b. Retirees participating in the insurance waiver who lose coverage shall be allowed to enroll in Macomb County's medical and prescription drug plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

E. Dental Plan:

The Employer shall provide a dental plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix C, Active Employees Dental Benefits, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are a claimable dependent.

F. Vision Plan:

The Employer shall provide a vision plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix D, Active Employees Vision Benefits, or its substantial equivalence.

G. Liability Insurance: The County shall provide for each regular Full-time Active Employee (including DROP participants), Bodily Injury and Property Damage Liability Insurance and Personal Injury Insurance, including "false arrest" coverage, for actions taken in the course of and arising out of the lawful performance of duties. The limits of insurance for each occurrence will be \$450,000 in excess of \$50,000 self-insured retention per occurrence with an annual aggregate of \$450,000. The cost of this insurance will be borne by the County.

H. Long Term Disability: Full-time employees (including DROP Participants) covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.

I. The County shall provide, at its discretion, a Voluntary Benefit Program to include, but not limited to supplemental life insurance, pet insurance, critical care insurance, short term disability and legal services. The Employer will provide a payroll deduction for employees (including DROP participants) wishing to purchase these voluntary benefits.

J. Part-time employees shall not be eligible for Macomb County's medical, prescription drug, dental and vision plans, life insurance, Voluntary Benefit Program and long term disability during employment and/or upon retirement.

ARTICLE 26

RETIREMENT SYSTEM

A. The Employer shall continue the benefits as provided under the presently constituted Macomb County Employees' Retirement Ordinance, except as otherwise modified by the provisions of this Retirement System Article.

B. Full-time employees hired into the County prior to January 1, 2016:

1. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall exclude lump sum Sick Leave Bank and Annual Leave Bank payments made at the time of retirement.

2. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall treat any retroactive wage payments as if the retroactive wages were paid to the employee when the wages were earned, not when they were paid by the Employer.

3. Deputy: Deputies who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:

- a. A straight life retirement allowance consisting of:
1. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and
 2. A County pension, which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.64% of the employee's final average compensation for the first twenty-five (25) years and nothing thereafter. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.
 3. Effective August 6, 2010, in no case shall the Straight Life pension benefit for a bargaining unit member under this contract exceed 100% of the employee's base salary at the time of retirement. Such limitation shall be applied to a bargaining unit member's straight life benefit calculation prior to an applicable actuarial adjustment, if any, for the member's selection of an optional form of benefit or the annuity withdrawal option and shall also apply to the member's DROP benefit.

Notwithstanding the provisions of Section B.3, "Deputy," Subsection a.3., at the time of the Act 312 award in MERC Case No. D09 0734, any income already earned by current employees who are in the last two hundred and sixty (260) pay periods for pension eligibility, and the income already earned could be counted as one of the employee's seventy-eight (78) highest consecutive pay periods out of two hundred and sixty (260) pay periods, may be counted for FAC purposes, even if that income exceeds 100% of base pay. Any income earned after the date of the 312 Award and connected to the seventy-eight (78) highest consecutive pay periods out of two hundred and sixty (260) pay periods already earned may be counted for FAC purposes to exceed 100% of base pay.

Example: An employee in 2010 earns income which would result in their FAC being more than 100% of base pay would be allowed to use income from 2011 and 2012 for their FAC years to exceed 100% of base pay since they have already started their seventy-eight (78) highest consecutive pay periods out of two hundred and sixty (260) pay periods for pension purposes.

Any employee, as of August 6, 2010, who has not achieved any portion of three (3) years used to calculate their pension which would result in more than 100% of their base pay shall be subject to the 100% cap.

- b. Employees in the classification of Deputy shall contribute four percent (4%) of their compensation to the retirement system.
- c. The final average compensation used for calculating pension benefits for Deputies shall be based on the average of an employee's seventy-eight (78) highest

consecutive pay periods of compensation out of the last two hundred and sixty (260) pay periods.

- d. Upon written application, an employee in the classification of Deputy may apply for voluntary retirement after completing twenty-five (25) years of credited service regardless of age or upon completing eight (8) years of credited service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.

For employees hired into the County on or after June 1, 2013 upon written application, an employee in the classification of Deputy may apply for voluntary retirement upon completing fifteen (15) credited years of service with the County and attaining age sixty (60) or upon completing twenty-five (25) credited years of service with the County regardless of age. Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.

- e. Survivor Benefit: Any vested Deputy who continues County employment and has not nominated a beneficiary as provided in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age sixty (60) years, (2) elected Option A in the Retirement Ordinance, and (3) nominated his/her spouse as beneficiary.
- f. Annuity Withdrawal: Any member employed by the Macomb County Sheriff's Department in the classification of Deputy who retires on or after January 1, 1984, pursuant to this Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate calculated by the Retirement System's actuary consistent with the Pension Benefit Guaranty Corporation's methodology. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in the Ordinance.
- g. Pop Up Option: A retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is

elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.

4. Dispatcher: Dispatchers who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:

a. A straight life retirement allowance consisting of:

1. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and

2. A County pension which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years and one percent (1%) for each year thereafter. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.

Effective December 1, 2017, a County pension, which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.64% of the employee's final average compensation for the first twenty-five (25) years and nothing thereafter. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.

3. Effective August 6, 2010, in no case shall the Straight Life pension benefit for a bargaining unit member under this contract exceed 100% of the employee's base salary at the time of retirement. Such limitation shall be applied to a bargaining unit member's straight life benefit calculation prior to an applicable actuarial adjustment, if any, for the member's selection of an optional form of benefit or the annuity withdrawal option and shall also apply to the member's DROP benefit.

Notwithstanding the provisions of Section B.4., "Dispatcher," Subsection a.3., at the time of the Act 312 award in MERC Case No. D09 0734, any income already earned by current employees who are in the last two hundred and sixty (260) pay periods for pension eligibility, and the income

already earned could be counted as one of the employee's seventy-eight (78) highest consecutive pay periods out of two hundred and sixty (260) pay periods, may be counted for FAC purposes, even if that income exceeds 100% of base pay. Any income earned after the date of the 312 Award and connected to the seventy-eight (78) highest consecutive pay periods out of two hundred and sixty (260) pay periods already earned may be counted for FAC purposes to exceed 100% of base pay.

Example: An employee in 2010 earns income which would result in their FAC being more than 100% of base pay would be allowed to use income from 2011 and 2012 for their FAC years to exceed 100% of base pay since they have already started their seventy-eight (78) highest consecutive pay periods out of two hundred and sixty (260) pay periods for pension purposes.

Any employee, as of August 6, 2010, who has not achieved any portion of three (3) years used to calculate their pension which would result in more than 100% of their base pay shall be subject to the 100% cap.

- b. Employees in the classifications of Dispatcher shall contribute four percent (4.0%) of their compensation to the retirement system.
- c. The final average compensation used for calculating pension benefits for Dispatchers shall be based on the average of an employee's seventy-eight (78) highest consecutive pay periods of compensation out of the last two hundred and sixty (260) pay periods.
- d. Upon written application, an employee in the classification of Dispatcher may apply for voluntary retirement after completing twenty-five (25) years of credited service regardless of age or upon completing eight (8) years of credited service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.

For employees hired into the County on or after June 1, 2013, upon written application, an employee in the classification of Dispatcher may apply for voluntary retirement upon completing fifteen (15) actual years of credited service with the County and attaining age sixty (60) or upon completing twenty-five (25) actual years of credited service with the County regardless of age. Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.

- e. Survivor Benefit: Any vested Dispatcher who continues County employment and has not nominated a beneficiary as provided in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained

age sixty (60) years, (2) elected Option A in the Retirement Ordinance, and (3) nominated his/her spouse as beneficiary.

- f. Pop Up Option: A retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.
- g. Annuity Withdrawal: Any member employed by the Macomb County Sheriff's Department in the classification of Dispatcher who retires on or after January 1, 1984, pursuant to the Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate calculated by the Retirement System's actuary, consistent with Pension Benefit Guaranty Corporation's methodology. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in the Ordinance.

C. Full-time employees hired into the County on or after January 1, 2016:

1. Will be eligible to receive a one-time fixed payment of \$1000 from the Macomb County Employees' Retirement System. This payment will be made to an employee after separation from employment and who meets the Employer contribution vesting requirements as outlined in Section C.5. and after the completion of five (5) years of service.
2. Will not be eligible for or participate in the Macomb County Employees' Retirement System for any other benefit, including DROP, other than for the fixed payment as outlined in Section C.1.
3. Will participate in a Defined Contribution Retirement Plan. Employees shall contribute 3% of his/her base pay and the Employer shall contribute 6% of the employee's base pay. Upon the completion of 5 years of actual service with the Employer, employees shall be eligible to elect to increase his/her contribution from 3% to 4% of his/her base pay. If such election is made by the employee, the Employer shall increase its contribution from 6% to 8% of the employee's base pay.

4. Will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage and life insurance. The eligible employee, however, shall receive \$100 per pay period deposited by the County, into the Defined Contribution Retirement Plan, not to exceed \$2600 per year.
5. Employees shall have the following schedule as it relates to vesting for the Employer contributions:

| | |
|----------------------------------|------|
| Completion of 1 year of service | 20% |
| Completion of 2 years of service | 40% |
| Completion of 3 years of service | 60% |
| Completion of 4 years of service | 80% |
| Completion of 5 years of service | 100% |

- D. DROP: The Memorandum of Understanding regarding the Deferred Option Plan (DROP) is attached to and is incorporated by references as part of this Agreement.
 1. Effective December 1, 2017, for new participants into DROP, upon reaching the five (5) year maximum DROP participation period, the DROP participant shall terminate his/her employment.
 2. An employee must be vested by December 31, 2012 to be eligible for the DROP.

ARTICLE 27

LONGEVITY

- A. The Parties recognize employees who have a record of long and continuous employment with the County and value the experience gained through such length of service.
- B. The basis of longevity compensation is as follows:
 1. Full-time employees who, on or before October 31st of any year, have completed fifteen (15) years of continuous full-time employment shall be entitled to longevity compensation:
 2. Continuous employment shall not be considered interrupted when absences arise from paid vacations, paid sick leave, approved Leave of Absence and paid Workers' Compensation (not to exceed one [1] year).
 3. The following schedule of payment shall apply:

| <u>Step</u> | <u>Continuous Years Of Service</u> | <u>Amount</u> |
|-------------|--|---------------|
| 1 | 15 through 19 | \$600 |
| 2 | 20 through 24 | \$800 |
| 3 | 25 and thereafter | \$1,000 |

- C. Longevity Compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such, subject to withholding tax, Social Security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.
- D. Payments to Employees eligible as of October 31st of any year shall be included in the first payroll check of December. The annual period covered in the computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- E. Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance, or by reason of death from any cause shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed.
- F. DROP Participants: At the time an employee elects to participate in the DROP he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section C. above. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section D. above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section B. above).
- G. Employees hired into the County after January 1, 2012 will not eligible for Longevity.

ARTICLE 28

MANAGEMENT RIGHTS

The Employer retains and shall have the sole and exclusive right to manage and operate the County in all of its operations and activities through its duly elected or appointed representatives. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to determine the nature and number of facilities, departments, and their locations; to hire personnel; to establish classifications of work and the number of personnel required; to direct and control its operations; to establish, adopt, and modify the budget; and in all respects to carry out the ordinary and customary functions of the Employer, to comply with P.A. 390, as amended, known as the State's Emergency Management Act and the County's Emergency Management resolution as well as all related plans, policies and procedures covered by these statutes, provided that these rights shall not be exercised in violation of any specific provisions of this Agreement. The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

The Employer shall also have the right to promote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish reasonable work rules; to determine work loads; to establish and change work schedules; provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Arbitration Procedures established herein.

ARTICLE 29

EMERGENCY MANAGER

The Parties agree that this Collective Bargaining Agreement is applicable to an emergency manager as defined in Public Act 4 of 2011. The Union's agreement to this provision was not by negotiation, rather, this provision is required by Public Act 9 and accordingly is a prohibited subject of bargaining.

ARTICLE 30

JURY DUTY

If an Employee is called for jury duty, the Employee shall promptly provide a copy of the official notice to his/her immediate supervisor. An Employee who is assigned to the afternoon or midnight shift shall be switched to the day shift as his/her regularly scheduled shift for purposes of jury duty, provided, however, should any Employee be released from jury duty prior to the end of that day's shift, the Employee shall return to the department and work until the conclusion of that day's shift. The Employee shall be paid his/her normal daily wage for the assigned shift. The Employee shall endorse any payment received as a result of jury duty service and deliver that payment to his/her immediate supervisor. Expenses provided to Employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the Employee.

ARTICLE 31

SPECIAL CONFERENCES

Special conferences, mutually agreed upon for important matters, will be arranged between the Union representative and the Employer, or its designated representative, upon the request of either party. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the Agenda. The members of the Union shall not lose time or pay for time spent in such special conferences.

ARTICLE 32

HAZARD PAY

- A. Hazard pay, as hereinafter set forth, shall be paid to eligible employees as a single annual payment. This payment shall not be considered not construed, as salary or base wages.
- B. Eligible employees shall receive the following annual Hazard Pay:
 - Deputy: \$875
 - Dispatcher: \$420
- C. Hazard Pay will be made in accordance with the employee's classification in effect at the time of payment, and will be paid in a regular paycheck on the first pay date in July.

ARTICLE 33

UNION BULLETIN BOARDS

- A. The Employer shall permit the Union to place Union bulletin boards in the following locations:

Marine Patrol Boathouse, Station 3, Main Jail and the following Substations:
Bruce, Washington, Lenox, Harrison, Mount Clemens, Macomb and COMTEC.
- B. Union bulletin boards shall be kept under lock and key and may be used by the Union for purposes of Union business only. Said bulletin boards shall not be used by the Union to disseminate propaganda, or the posting of non-Union political matters.

ARTICLE 34

EDUCATION ALLOWANCE

- A. The Employer and Union maintain that it is in the best interest of the public and the Sheriff's Department to encourage and promote higher education in those academic areas which benefit law enforcement Employees in the performance of their duties. Accordingly, the parties agree to provide a mutually acceptable and comprehensive list of law enforcement college level credits and/or degrees or certificates, the completion of which shall qualify an Employee for an education allowance. The list shall contain courses offered by nationally accredited colleges and universities, with the express understanding that Employees must carry a minimum of a 2.00 GPA in order to qualify for the benefit contained in this Article.
- B. All eligible Employees who desire to qualify for the Education Allowance shall have semi-annual opportunities to do so on January 15 and July 1 by submitting authorized college and/or university transcripts to the Finance Department at least ten (10) days prior to the qualification dates. An Employee may request that the ten (10) day requirement be waived.
- C. Upon receipt of evidence that an Employee qualifies for the Education Allowance, the Finance Director shall give notice to the Director, Human Resources and Labor Relations of the Employee's right to receive the allowance. Where applications are timely under Paragraph B, payments shall be made to all qualified Employees commencing with the January 15 or July 1 qualification date.
- D. Members shall be eligible to qualify for Education Allowance, as follows:
 - \$150 for Certificate, or 30 semester credits, or 45 quarter credits
 - \$250 for Associate Degree, or 60 semester credits, or 90 quarter credits
 - \$500 for Bachelor's Degree
 - \$800 for Master's Degree
- E. Eligible members shall receive a proportional amount of Education Allowance, in addition to base rate of pay, each pay day, after their initial qualifying date. Education Allowance shall be included in overtime pay, when overtime pay is warranted under the terms of this Collective Bargaining Agreement, but shall not be added to the Wage Schedules that are listed in Appendix A of this Collective Bargaining Agreement.

ARTICLE 35

AIR-CONDITIONED VEHICLES

All Sheriff Department automobiles primarily utilized by Bargaining Unit members in pursuit of their assigned duties will be equipped with air conditioning.

ARTICLE 36

UNIFORM ALLOWANCE

- A. Uniform Allowance, as hereinafter set forth, shall be paid to eligible employees as a single annual payment. This payment shall not be considered, nor construed, as salary or base wages.
- B. Eligible employees shall receive the following annual Uniform Allowance payment:

| | |
|-------------|---------|
| Deputy: | \$1,000 |
| Dispatcher: | \$750 |

In order to be eligible for the Uniform Allowance payment, employees must have completed a minimum of 6 months of service in the Deputy or Dispatcher classification.

- C. Uniform Allowance will be paid in accordance with the employee's classification in effect at the time of payment, and will be paid in a regular paycheck on the first pay date in July.
- D. Newly hired or promoted Deputies shall have a \$2,000 account established at a uniform vendor determined by the Sheriff to be solely used to purchase uniform and related equipment that complies with the specifications set forth by the Macomb County Sheriff's Department.
 - 1. Effective April 4, 2018, currently employed Macomb County Dispatchers, chosen to be sponsored by the Macomb County Sheriff's Office to attend the Police Academy, shall be eligible for \$1,000 from the above account prior to attending the Police Academy to purchase necessary gear. At the time of the promotion to Deputy, the remaining \$1,000 will be available in the established account to purchase any additional uniform and related equipment that complies with the specifications set forth by the Macomb County Sheriff's Department.
 - 2. If the Employee voluntarily leaves the Deputy classification and Macomb County employment within two years of hire or graduation from the Police Academy, the Employee will reimburse Macomb County the amount provided for per Section C.
- E. Newly hired Dispatchers shall have an \$800 account established at a uniform vendor determined by the Sheriff to be solely used to purchase uniform and related equipment that complies with the specifications set forth by the Macomb County Sheriff's Department.
- F. Employees will be permitted to purchase uniforms and equipment at the establishment of their choice; provided, however, that the items purchased must strictly comply with the specifications set forth by the Macomb County Sheriff's Department. The purchase and use of any item which deviates from Department specifications shall be made at the Employee's personal cost and risk of Department disciplinary action.

ARTICLE 37

CLEANING AND LAUNDRY

- A. Deputies shall be eligible for dry cleaning and/or laundry according to the following provisions:

Uniforms and other attire as required by Department regulations, personally owned, shall be taken to a designated commercial establishment for cleaning, at the Employer's expense. The items covered include:

Uniform Personnel: Uniform coats, trousers, shirts, ties and caps.

Non-Uniform Personnel: Outer coats, sport coats, suits, trousers, shirts and ties.

- B. Dispatchers shall be eligible for dry cleaning and/or laundry at a designated commercial establishment, except that the expense will be limited to the following:

Three (3) pairs of uniform trousers per week.

Four (4) uniform shirts per week.

ARTICLE 38

DRUG AND ALCOHOL TESTING

- A. The parties agree that all drug or alcohol testing of bargaining unit members only shall be conducted in accordance with State and Federal law and the provisions of this Article.
- B. All drug testing shall be performed by an independent medical laboratory through use of the urine sample screening procedure. All tests shall be conducted according to established professional standards. Measures shall be adopted to ensure accuracy, verification and maintenance of the proper chain of evidence. All samples which test positive shall be subject to the Chromatography/Mass Spectrometry (GC/MS) technique. A superior state of the art technique, upon mutual agreement of the parties, may be substituted for GC/MS.
- C. Any departmental action which results from the use of, participation with, or testing for alcohol and/or drugs shall be subject to the "just cause" provision of this Agreement.
- D. All test results shall be confidential. Test results will be used solely and exclusively for internal departmental purposes, and shall not be provided to subsequent and/or potential employers or utilized in any criminal prosecution.
- E. Refer to Appendix "H" for Letter Of Understanding relative to Alcohol and Drug Rehabilitation.

ARTICLE 39

WAGES

The Wage Schedule, Appendix A, is attached to and is a part of this Agreement.

ARTICLE 40

LAYOFF/RECALL

Layoffs and/or recall of Employees covered by this Agreement shall be effectuated in accordance with the provisions of Act 298 of the Public Acts of 1966, as amended.

ARTICLE 41

PROMOTIONS

- A. Notwithstanding the provisions of Act 298 of the Public Acts of 1966, being MCLA 51.351, et. seq., the parties hereto in pursuance of their collective bargaining rights and obligations under the Public Employees' Relations Act, being MCLA 423.201, et. seq., agree that promotions to the rank of Deputy, Sergeant I and Dispatch Supervisor in the Macomb County Sheriff's Department shall be made in accordance with this Article.
- B. Deputies who pass with seventy (70) points or more on the Sergeant I promotion examination, shall be deemed to have continuing eligibility for promotion to Sergeant I without the necessity of passing subsequent Sergeant I promotion examinations. Such Deputy shall be placed on a permanent Sergeant I promotion eligibility list from which the Sheriff shall make selection as provided herein.
- C. Appointment to Deputy shall only be made by selection from the current Deputy eligibility list. However, the current eligibility list shall be updated as persons become eligible. The list shall be posted as it is updated and a copy provided to the Fraternal Order of Police Labor Council (FOPLC).
- D. Sergeant I examinations shall consist of the following components which shall be scored and weighted as follows:
1. Written - up to 55 pts. - (job related test)
 2. Inside oral - up to 15 pts. - (job related test)
 3. Outside oral - up to 30 pts. - (determine promotionability)
 4. Seniority up to 1 point for each year of service in the Sheriff's Department (maximum of 10 points).
 5. Education up to - 6 pts.
Certificate - 1 pt.
Associate (or the equivalent of 60 credit hours) - 3 pts.
Bachelor's - 5 pts.
Master's - 6 pts.
- These are non-cumulative.
- E. The parties recognize that the form, substance and procedures of each part of the Sergeant I promotion examination shall be negotiated between the parties, which shall then be administered by the Macomb County Sheriff's Department Civil Service Commission. This shall include, but not be limited to, examination type, author, materials, composition, objective and sources. The written examination shall be based upon a comprehensive and professionally developed job analysis.

- F. Sergeant I vacancies shall be filled by the Sheriff as follows:
1. First vacancy shall be selected by the Sheriff from among eligibles on the permanent list as provided in Paragraphs A and B above or from among those qualifying on the current eligibility list.
 2. Second vacancy shall be selected by the Sheriff from among the top three (3) composite scorers on the current eligibility list only.
 3. Third vacancy shall be filled in the same manner as first vacancy.
 4. Fourth vacancy shall be filled in the same manner as second vacancy.
 5. Subsequent odd numbered vacancies shall be filled in the same manner as the first vacancy; subsequent even numbered vacancies shall be filled in the same manner as the second vacancy. This process shall continue until the current eligibility list expires. Upon issuance of the new eligibility list, the first vacancy shall be filled as provided in F.1 above.
- G. Dispatch Supervisor examinations shall consist of the following components which shall be scored and weighted as follows:
1. Written - up to 55 pts. - (job related test)
 2. Inside oral - up to 15 pts. - (job related test)
 3. Outside oral - up to 30 pts. - (determine promotionability)
 4. Seniority up to - 1 point for each year of qualified law enforcement dispatcher experience (maximum of 10 points).
 5. Education up to - 6 pts.
 - Certificate - 1 pt.
 - Associate (or the equivalent of 60 credit hours) - 3 pts.
 - Bachelor's - 5 pts.
 - Master's - 6 pts.
- These are non-cumulative.
- H. Applicants who pass with seventy (70) points or more on the Dispatch Supervisor examination, shall be deemed eligible for Dispatch Supervisor.
- I. The parties recognize that the form, substance and procedures of each part of the Dispatch Supervisor promotion examination shall be negotiated between the parties, which shall then be administered by the Macomb County Sheriff's Department Civil Service Commission. This shall include, but not be limited to, examination type, author, materials, composition, objective and sources. The written examination shall be based upon a comprehensive and professionally developed job analysis.
- J. Dispatch Supervisor vacancies shall be filled at the Sheriff's discretion by selecting from among those on the current eligibility list.

ARTICLE 42

SAVINGS CLAUSE

The parties hereto realize that certain Court decisions or change in legislation during the term of this Agreement may make certain portions of said Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision which is inconsistent with the law or legislation is invalid and the remaining portion of this Agreement shall remain in full force and effect.

ARTICLE 43

STATUTORY RIGHTS AND RESPONSIBILITIES

The parties hereto agree that this Agreement shall not be construed or utilized in any manner that may impede or prevent any elected or appointed Macomb County Official from fulfilling or carrying out the Statutory or Constitutional duties of his/her office; provided, however, that the foregoing shall not be construed to diminish, impede, or abrogate the responsibilities, duties and obligations of the Employer as provided by the Public Employment Relations Act, as well as other applicable statutes and case law.

ARTICLE 44

TRAINING TIME

Regarding training time that is mandated by the Sheriff, nothing herein shall be deemed to relieve the Employer of the obligation to pay overtime if required by the Fair Labor Standards Act and applicable federal regulations.

ARTICLE 45

REIMBURSEMENT ACCOUNT PROGRAM

The Employer shall offer a pre-tax Reimbursement Account Program, as authorized by Section 125 of the Internal Revenue Service Code. The Reimbursement Account Program shall be limited to the Health Care and Dependent Care provisions of the IRS Code. Employees shall have the option of participating in the Health Care and/or Dependent Care program. The Employer supports the establishment of a Premium Only Plan (POP) based upon the limitations of the Internal Revenue Service code and the vendor administering the program.

ARTICLE 46

MILEAGE REIMBURSEMENT

Mileage reimbursement will be made for employees required to use their personal vehicles to perform authorized County business. The mileage reimbursement rate will be established in accordance with the Internal Revenue Service mileage reimbursement formula. Mileage reimbursement will be paid based on the rate in effect at the time the mileage was incurred.

Mileage reimbursement must be authorized in advance by the Sheriff or designee and in accordance with County and Department Policy.

ARTICLE 47

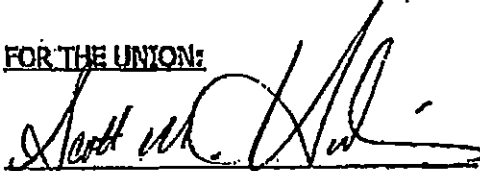
TERMINATION OR MODIFICATION

- A. This Agreement shall be and continue in full force and effect until December 31, 2024.

- B. If either party desires to terminate or modify this Agreement, it shall, no later than one hundred twenty (120) days prior to the termination date, give written notice of termination or modification. If neither party gives notice of termination, or notice of amendment as hereinafter provided, or if each party giving notice of termination or modification withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter subject to written notice of termination or modification by either party no later than one hundred twenty (120) days prior to the current year's termination date.

IN WITNESS WHEREOF, the Office of the County Executive, by its Director, Human Resources and Labor Relations, and the Macomb County Sheriff and representatives of the Fraternal Order of Police Labor Council, on behalf of its represented employees, hereby cause this Agreement to be executed.


FOR THE UNION:




Scott Harding, Business Representative
FOPLC



Ryan Marley, President
FOPLC




Corey Jankowski, Vice-President
FOPLC



Brian Jasak, Secretary
FOPLC




Stephen McCord, Treasurer
FOPLC




Rachael Collins, Bargaining Team Member
FOPLC

FOR THE EMPLOYER:



Karlyn R. Semlow, Director
Human Resources and Labor Relations



Anthony M. Wickersham, Sheriff
Macomb County

DATE: 8-1-22

APPENDIX A

FOPLC WAGE SCHEDULE

| FOPLC Wage Schedule | | | | |
|--|-------------|--|-------------------|-------------|
| January 1, 2022 to May 27, 2022 | | | | |
| DEPUTY | | | DISPATCHER | |
| Step 1 | \$59,032.08 | | Step 1 | \$56,307.50 |
| Step 2 | \$61,069.51 | | Step 2 | \$57,829.33 |
| Step 3 | \$63,106.98 | | Step 3 | \$59,351.15 |
| Step 4 | \$65,144.45 | | Step 4 | \$60,872.98 |
| Step 5 | \$67,181.93 | | | |
| Step 6 | \$69,219.42 | | | |
| Step 7 | \$71,256.86 | | | |
| Step 8 | \$73,294.32 | | | |
| Step 9 | \$75,338.70 | | | |

| FOPLC Wage Schedule | | | | |
|--|-------------|--|-------------------|-------------|
| May 28, 2022 to December 31, 2022 | | | | |
| DEPUTY | | | DISPATCHER | |
| Step 1 | \$60,212.72 | | Step 1 | \$57,433.65 |
| Step 2 | \$62,290.90 | | Step 2 | \$58,985.92 |
| Step 3 | \$64,369.12 | | Step 3 | \$60,538.17 |
| Step 4 | \$66,447.34 | | Step 4 | \$62,090.44 |
| Step 5 | \$68,525.57 | | | |
| Step 6 | \$70,603.81 | | | |
| Step 7 | \$72,682.00 | | | |
| Step 8 | \$74,760.21 | | | |
| Step 9 | \$76,845.47 | | | |

FOPLC WAGE SCHEDULE

EFFECTIVE JANUARY 1, 2023 - DECEMBER 31, 2023

DEPUTY

| | |
|--------|-------------|
| Step 1 | \$62,019.10 |
| Step 2 | \$64,159.63 |
| Step 3 | \$66,300.19 |
| Step 4 | \$68,440.76 |
| Step 5 | \$70,581.34 |
| Step 6 | \$72,721.92 |
| Step 7 | \$74,862.46 |
| Step 8 | \$77,003.02 |
| Step 9 | \$79,150.83 |

DISPATCHER

| | |
|--------|-------------|
| Step 1 | \$59,156.66 |
| Step 2 | \$60,755.50 |
| Step 3 | \$62,354.32 |
| Step 4 | \$63,953.15 |

FOPLC WAGE SCHEDULE

EFFECTIVE JANUARY 1, 2024 - DECEMBER 31, 2024

DEPUTY

| | |
|--------|-------------|
| Step 1 | \$65,740.25 |
| Step 2 | \$68,009.21 |
| Step 3 | \$70,278.20 |
| Step 4 | \$72,547.21 |
| Step 5 | \$74,816.22 |
| Step 6 | \$77,085.24 |
| Step 7 | \$79,354.21 |
| Step 8 | \$81,623.20 |
| Step 9 | \$83,899.88 |

DISPATCHER

| | |
|--------|-------------|
| Step 1 | \$62,706.06 |
| Step 2 | \$64,400.83 |
| Step 3 | \$66,095.58 |
| Step 4 | \$67,790.34 |

Appendix B
Active Employee Benefits

Blue Care Network



CLSSLG

A nonprofit corporation and Independent licensee of the Blue Cross and Blue Shield Association


Macomb Co Employees - Hard Cap-Active/COBRA

Coverage Period: 1/1/2020-12/31/2020

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage for: All Plan Types

Plan Type: TPA

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call 800-662-6667. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 800-662-6667 to request a copy.**

| Important Questions | Answers: Member / Family | Why This Matters: |
|---|---|---|
| What is the overall <u>deductible</u> ? | \$0 | See the Common Medical Events chart below for your costs for services this <u>plan</u> covers. |
| Are there services covered before you meet your <u>deductible</u> ? | No | You will have to meet the <u>deductible</u> before the <u>plan</u> pays for any services. |
| Are there other <u>deductibles</u> for specific services? | No | You don't have to meet <u>deductibles</u> for specific services. |
| What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? | \$6,350/\$12,700 | The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met. |
| What is not included in the <u>out-of-pocket limit</u> ? | Premiums, balance billed charges and health care this <u>plan</u> does not cover | The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met. |
| Will you pay less if you use a <u>network provider</u> ? | Yes. See www.bcbsm.com or call the phone number on the back of your ID card for a list of <u>network providers</u> . 800-662-6667 for a list of <u>network providers</u> . | This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. |

| Important Questions | Answers: Member / Family | Why This Matters: |
|--|--------------------------|--|
| Do you need a <u>referral</u> to see a <u>specialist</u> ? | Yes | This <u>plan</u> will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have a <u>referral</u> before you see the <u>specialist</u> . |



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|--|--|--|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care or Online visit to treat an injury or illness | \$20 <u>copay</u> /visit | Not covered | \$20 <u>copay</u> for online visits. |
| | <u>Specialist visit</u> | \$30 <u>copay</u> /visit | Not covered | Requires <u>referral</u> . No charge for allergy injections, allergy office visit and testing /30 combined visits for spinal manipulations performed by a chiropractor or osteopathic physician |
| | <u>Preventive care/screening/immunization</u> | No charge | Not covered | You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services you need are preventive. Then check what your <u>plan</u> will pay for. |
| If you have a test | <u>Diagnostic test</u> (x-ray, blood work) | No charge | Not covered | May require <u>preauthorization</u> / No charge for lab services |
| | <u>Imaging</u> (CT/PET scans, MRIs) | No charge | Not covered | Requires <u>preauthorization</u> |
| If you need drugs to treat your illness or condition: More information about <u>prescription drug coverage</u> is available at www.bcbsm.com/customdruglist | Tier 1 - Mostly Generics | \$10 <u>copay</u> /30 days | Not covered | <u>Preauthorization</u> & step-therapy apply to select drugs. 50% <u>coinsurance</u> for sexual dysfunction drugs. Effective 1/1/2013 Tier 1 contraceptives are covered in full 90 day mail order and retail <u>copays</u> are 2x the standard retail <u>copays</u> . |
| | Tier 2 - Preferred Brand | \$25 <u>copay</u> /30 days | Not covered | |
| | Tier 3 - Non-Preferred Brand | \$50 <u>copay</u> /30 days | Not covered | |
| | <u>Specialty drugs</u> | Tiered <u>copays</u> listed above apply | Not covered | Limited to a 30 day supply |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|--|--|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | No charge | Not covered | May require <u>preauthorization</u> /50% <u>coinsurance</u> for TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy |
| | Physician/surgeon fees | No charge | Not covered | See "Outpatient surgery facility fee" |
| If you need immediate medical attention | <u>Emergency room care</u> | \$100 <u>copay</u> /visit | \$100 <u>copay</u> /visit | <u>Copay</u> waived if admitted |
| | <u>Emergency medical transportation</u> | No charge | No charge | Non-emergent transport is covered when <u>preauthorized</u> |
| | <u>Urgent care</u> | \$30 <u>copay</u> /visit | \$30 <u>copay</u> /visit | None |
| If you have a hospital stay | Facility fee (e.g., hospital room) | No charge | Not covered | <u>Preauthorization</u> is required. 50% <u>coinsurance</u> for TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy |
| | Physician/surgeon fee | No charge | Not covered | See "Hospital stay facility fee" |
| If you need mental health, behavioral health, or substance use disorder services | Outpatient services | No Charge | Not covered | <u>Preauthorization</u> is required |
| | Inpatient services | No Charge | Not covered | <u>Preauthorization</u> is required |
| If you are pregnant | Office visits | No charge | Not covered | Postnatal and non-routine prenatal office visits-\$20 <u>copay</u> |
| | Childbirth/delivery professional services | No charge | Not covered | None |
| | Childbirth/delivery facility services | No charge | Not covered | None |
| If you need help recovering or have other special health needs | <u>Home health care</u> | \$30 <u>copay</u> /visit | Not covered | Requires <u>preauthorization</u> . Custodial care not covered. |
| | <u>Rehabilitation services</u> | \$30 <u>copay</u> /visit | Not covered | Requires <u>preauthorization</u> / One period of treatment for any combination of therapies within 60 consecutive days per medical episode. Subject to meaningful improvement within 60 days. |
| | <u>Habilitation services</u> | ABA - \$20 <u>copay</u> per visit. \$30 <u>copay</u> per visit for PT/OT/ST | Not covered | PT/OT/ST for autism spectrum disorder has unlimited visits. Requires <u>preauthorization</u> . |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|----------------------------------|--|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | <u>Skilled nursing care</u> | No charge | Not covered | Requires <u>preauthorization</u> /Limited to 730 days |
| | <u>Durable medical equipment</u> | No charge | Not covered | Requires <u>preauthorization</u> and must be obtained from a BCN supplier. Convenience and comfort items not covered. Diabetic supplies covered in full |
| | <u>Hospice services</u> | No charge | Not covered | Inpatient care requires <u>preauthorization</u> . Housekeeping and custodial care not covered. |
| If your child needs dental or eye care | Children's eye exam | Not covered | Not covered | Contact benefit administrator for coverage. |
| | Children's glasses | Not covered | Not covered | Contact benefit administrator for coverage. |
| | Children's dental check-up | Not covered | Not covered | Contact benefit administrator for coverage. |

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture (if prescribed for rehabilitation purposes)
- Cosmetic surgery
- Dental Care (Adult)
- Elective Abortion
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery (Limited to one per lifetime. Requires preauthorization)
- Chiropractic care
- Hearing aids - Coverage includes audiometric hearing aid examination or hearing aid evaluation / conformity evaluation test and conventional monaural hearing aids once per 36 months. Bone anchored hearing aid is also a covered benefit when preauthorized.
- Infertility treatment (Coverage includes diagnosis/counseling/treatment of infertility when medically necessary and preauthorized by BCN. See Certificate of Coverage for exclusions)

Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual insurance coverage through the Health insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact : Blue Care Network, Appeals and Grievance Unit, MC C248, P.O. Box 284, Southfield, MI 48086 or fax. 1-866-522-7345. For state of Michigan assistance contact the Department of Insurance and Financial Services, Office of General Counsel-Appeals Section, 530 W. Allegan Street, 7th Floor, P. O. Box 30220, Lansing, MI 48909-7720, <http://www.michigan.gov/difs>; call 1-877-999-6442 or fax: 517-284-8838.

For Department of Labor assistance contact the Employee Benefits Security Administration at 1-866-444- EBSA (3272) or www.dol.gov/ebsa/healthreform

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP), Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720, <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this Plan Provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this Plan Meet the Minimum Value Standard? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Care Network of Michigan is assuming that your coverage provides for all Essential Health Benefits (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage for specific EHB categories, for example, prescription drugs, through another carrier.)

Translation available

To get help reading in your language call the customer service number on the back of your ID card

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- The plan's overall deductible \$0
- Specialist copayment \$30
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

| | |
|---------------------------|-----------------|
| Total Example Cost | \$12,700 |
|---------------------------|-----------------|

In this example, Peg would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|--------------|
| Deductibles | \$0 |
| Copayments | \$70 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Peg would pay is | \$130 |

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- The plan's overall deductible \$0
- Specialist copayment \$30
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$7,400 |
|---------------------------|----------------|

In this example, Joe would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|--------------|
| Deductibles | \$0 |
| Copayments | \$800 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Joe would pay is | \$860 |

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- The plan's overall deductible \$0
- Specialist copayment \$30
- Hospital (facility) coinsurance 0%
- Other coinsurance 0%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$1,900 |
|---------------------------|----------------|

In this example, Mia would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|--------------|
| Deductibles | \$0 |
| Copayments | \$200 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$200 |

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an Interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أية تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو برقم 877-469-2583 TTY:711. إذا لم تكن مشتركاً بالمل.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的客戶服務電話：如果您還不是會員，請撥電話 877-469-2583, TTY: 711。

• 877-469-2583 TTY:711 •
• 877-469-2583 TTY:711 •
• 877-469-2583 TTY:711 •

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 돕고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দোভাষীর সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebujesz pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の方の身の方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は 877-469-2583, TTY: 711)までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoć, imate pravo da besplatno dobijete pomoć i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Blue Cross Blue Shield

Community Blue PPO ASC

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services



MACOMB COUNTY EMPLOYEES
Community Blue PPOSM ASC

Note to ASC groups: Before completing this template, please reference the disclaimer on the attached cover page.

Coverage Period: Beginning on or after 01/01/2020
Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately.**

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

| Important Questions | Answers | | Why this Matters: |
|---|--|---|--|
| | In-Network | Out-of-Network | |
| What is the overall <u>deductible</u> ? | \$1,500 Individual/ \$3,000 Family | \$3,000 Individual/ \$6,000 Family | Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> . |
| Are there services covered before you meet your <u>deductible</u> ? | Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> . | | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other <u>deductibles</u> for specific services? | No. | | You don't have to meet <u>deductibles</u> for specific services. |
| What is the <u>out-of-pocket</u> limit for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum) | \$6,350 Individual/ \$12,700 Family | \$12,700 Individual/ \$25,400 Family | The <u>out-of-pocket</u> limit is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket</u> limits until the overall family <u>out-of-pocket</u> limit has been met. |
| What is not included in the <u>out-of-pocket</u> limit? | <u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover. | | Even though you pay these expenses, they don't count toward the <u>out-of-pocket</u> limit. |
| Will you pay less if you use a <u>network</u> provider? | Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network</u> providers. | | This <u>plan</u> uses a <u>provider</u> <u>network</u> . You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network</u> <u>provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network</u> <u>provider</u> might use an <u>out-of-network</u> <u>provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services. |
| Do you need a <u>referral</u> to see a <u>specialist</u> ? | No. | | You can see the <u>specialist</u> you choose without a <u>referral</u> . |



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|--|---|---|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care or Online visit to treat an injury or illness | \$40 <u>copay</u> /office visit; <u>deductible</u> does not apply | 40% <u>coinsurance</u> | None |
| | <u>Specialist</u> visit | \$40 <u>copay</u> /visit; <u>deductible</u> does not apply | 40% <u>coinsurance</u> | None |
| | <u>Preventive care</u> / <u>screening</u> / immunization | No Charge; <u>deductible</u> does not apply | Not covered | You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for. |
| If you have a test | <u>Diagnostic test</u> (x-ray, blood work) | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| | Imaging (CT/PET scans, MRIs) | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | May require <u>preauthorization</u> |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsm.com/druglists | Generic or select prescribed over-the-counter drugs | \$7 <u>copay</u> /prescription for retail 30-day supply; \$14 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply | In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply | <u>Preauthorization</u> , step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. |
| | Preferred brand-name drugs | \$35 <u>copay</u> /prescription for retail 30-day supply; \$70 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply | In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply | |
| | Nonpreferred brand-name drugs | \$70 <u>copay</u> /prescription for retail 30-day supply; \$140 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply | In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|---|--|--|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | Physician/surgeon fees | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| If you need immediate medical attention | Emergency room care | \$250 <u>copay/visit</u> ; <u>deductible</u> does not apply | \$250 <u>copay/visit</u> ; <u>deductible</u> does not apply | <u>Copay</u> waived if admitted or for an accidental injury. |
| | Emergency medical transportation | 20% <u>coinsurance</u> | 20% <u>coinsurance</u> | Mileage limits apply |
| | Urgent care | \$40 <u>copay/visit</u> ; <u>deductible</u> does not apply | 40% <u>coinsurance</u> | None |
| If you have a hospital stay | Facility fee (e.g., hospital room) | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | <u>Preauthorization</u> is required |
| | Physician/surgeon fee | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| If you need behavioral health services (mental health and substance use disorder) | Outpatient services | 20% <u>coinsurance</u> | 20% <u>coinsurance</u> for mental health; 40% <u>coinsurance</u> for substance use disorder | Your cost share may be different for services performed in an office setting |
| | Inpatient services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | <u>Preauthorization</u> is required. |
| If you are pregnant | Office visits | Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge; <u>deductible</u> does not apply | Prenatal: 40% <u>coinsurance</u> Postnatal: 40% <u>coinsurance</u> | Maternity care may include services described elsewhere in the SBC (i.e. tests) and cost share may apply. <u>Cost sharing</u> does not apply to certain maternity services considered to be <u>preventive</u> . |
| | Childbirth/delivery professional services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| | Childbirth/delivery facility services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | None |
| If you need help recovering or have other special health needs | Home health care | 20% <u>coinsurance</u> | 20% <u>coinsurance</u> | <u>Preauthorization</u> is required. |
| | Rehabilitation services | 20% <u>coinsurance</u> | 40% <u>coinsurance</u> | Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year. |
| | Habilitation services | 20% <u>coinsurance</u> for Applied Behavioral Analysis; 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy | 20% <u>coinsurance</u> for Applied Behavioral Analysis; 40% <u>coinsurance</u> for Physical, Speech and Occupational Therapy | Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> . |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|----------------------------------|---|--|--|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| | <u>Skilled nursing care</u> | 20% <u>coinsurance</u> | 20% <u>coinsurance</u> | <u>Preauthorization</u> is required. Limited to 120 days per member per calendar year |
| | <u>Durable medical equipment</u> | 20% <u>coinsurance</u> | 20% <u>coinsurance</u> | Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required. |
| | <u>Hospice services</u> | No Charge; <u>deductible</u> does not apply | No Charge; <u>deductible</u> does not apply | <u>Preauthorization</u> is required. Visit limits apply. |
| If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator | Children's eye exam | Not covered | Not covered | None |
| | Children's glasses | Not covered | Not covered | None |
| | Children's dental check-up | Not covered | Not covered | None |

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Hearing aids
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby
(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$1,500
- **Specialist copayment** \$40
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:
Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

| | |
|---------------------------|-----------------|
| Total Example Cost | \$12,700 |
|---------------------------|-----------------|

In this example, Peg would pay:

| <i>Cost Sharing</i> | |
|------------------------------------|----------------|
| Deductibles | \$1,500 |
| Copayments | \$100 |
| Coinsurance | \$1,700 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Peg would pay is: | \$3,360 |

Managing Joe's Type 2 Diabetes
(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$1,500
- **Specialist copayment** \$40
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:
Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$7,400 |
|---------------------------|----------------|

In this example, Joe would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|----------------|
| Deductibles | \$1,500 |
| Copayments | \$900 |
| Coinsurance | \$70 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Joe would pay is | \$2,530 |

Mia's Simple Fracture
(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$1,500
- **Specialist copayment** \$40
- **Hospital (facility) coinsurance** 20%
- **Other coinsurance** 20%

This EXAMPLE event includes services like:
Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$1,900 |
|---------------------------|----------------|

In this example, Mia would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|----------------|
| Deductibles | \$1,100 |
| Copayments | \$100 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$1,200 |

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, co-payments, or co-insurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغة من أية تكلية. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو برقم 877-469-2583 TTY:711 إذا لم تكن مشتركاً بالخدمة.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的客戶服務電話：如果您還不是會員，請撥電話 877-469-2583, TTY: 711。

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Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 돕고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়। তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দোড়াধীর সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebujesz pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy w własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の方の身回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入力したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号（メンバーでない方は 877-469-2583, TTY: 711）までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoć, imate pravo da besplatno dobijete pomoć i Informacije na svom jeziku. Da biste razgovarali sa prevodilcem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang Isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

Blue Cross Blue Shield
Simply Blue PPO HSA ASC with Rx
(High Deductible Health Plan)



MACOMB COUNTY EMPLOYEES

Simply Blue PPO HSASM ASC with Rx

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services

Note to ASC groups: Before completing this template, please reference the disclaimer on the attached cover page.

Coverage Period: Beginning on or after 01/01/2020

Coverage for: Individual/Family | **Plan Type:** PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

| Important Questions | Answers | | Why this Matters: |
|---|--|--|--|
| | In-Network | Out-of-Network | |
| What is the overall <u>deductible</u> ? | \$2,000 Individual/ \$4,000 Family | \$4,000 Individual/ \$8,000 Family | Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay. |
| Are there services covered before you meet your <u>deductible</u> ? | Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> . | | This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered <u>preventive services</u> at https://www.healthcare.gov/coverage/preventive-care-benefits/ . |
| Are there other <u>deductibles</u> for specific services? | No. | | You don't have to meet <u>deductibles</u> for specific services. |
| What is the <u>out-of-pocket</u> limit for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum) | \$3,000 Individual/ \$6,000 Family | \$6,000 Individual/ \$12,000 Family | The <u>out-of-pocket</u> limit is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket</u> limit must be met. |
| What is not included in the <u>out-of-pocket</u> limit? | <u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover. | | Even though you pay these expenses, they don't count toward the <u>out-of-pocket</u> limit. |
| Will you pay less if you use a <u>network</u> provider? | Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network</u> providers. | | This <u>plan</u> uses a <u>provider</u> network. You will pay less if you use a <u>provider</u> in the plan's <u>network</u> . You will pay the most if you use an <u>out-of-network</u> provider, and you might receive a bill from a <u>provider</u> for the difference between the provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network</u> provider might use an <u>out-of-network</u> provider for some services (such as lab work). Check with your <u>provider</u> before you get services. |
| Do you need a <u>referral</u> to see a <u>specialist</u> ? | No. | | You can see the <u>specialist</u> you choose without a <u>referral</u> . |



All **copayment** and **coinsurance** costs shown in this chart are after your **deductible** has been met, if a **deductible** applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|--|---|--|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care or Online visit to treat an injury or illness | No Charge | 20% <u>coinsurance</u> | None |
| | Specialist visit | No Charge | 20% <u>coinsurance</u> | None |
| | Preventive care/ screening/ immunization | No Charge | Not covered | You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for. |
| If you have a test | Diagnostic test (x-ray, blood work) | No Charge | 20% <u>coinsurance</u> | None |
| | Imaging (CT/PET scans, MRIs) | No Charge | 20% <u>coinsurance</u> | May require <u>preauthorization</u> |
| If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.bcbsm.com/druglists | Generic or select prescribed over-the-counter drugs | \$10 <u>copay</u> /prescription for retail 30-day supply; \$20 <u>copay</u> /prescription for retail or mail order 90-day supply | In-Network <u>copay</u> plus an additional 20% <u>coinsurance</u> of the approved amount | Preauthorization, step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. |
| | Preferred brand-name drugs | \$40 <u>copay</u> /prescription for retail 30-day supply; \$80 <u>copay</u> /prescription for retail or mail order 90-day supply | In-Network <u>copay</u> plus an additional 20% of the approved amount | |
| | Non preferred brand-name drugs | \$80 <u>copay</u> /prescription for retail 30-day supply; \$160 <u>copay</u> /prescription for retail or mail order 90-day supply | In-Network <u>copay</u> plus an additional 20% of the approved amount | |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | No Charge | 20% <u>coinsurance</u> | None |
| | Physician/surgeon fees | No Charge | 20% <u>coinsurance</u> | None |
| | Emergency room care | No Charge | No Charge | None |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|---|---|---|---|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you need immediate medical attention | <u>Emergency medical transportation</u> | No Charge | No Charge | Mileage limits apply |
| | <u>Urgent care</u> | No Charge | 20% <u>coinsurance</u> | None |
| If you have a hospital stay | Facility fee (e.g., hospital room) | No Charge | 20% <u>coinsurance</u> | <u>Preauthorization</u> is required |
| | Physician/surgeon fee | No Charge | 20% <u>coinsurance</u> | None |
| If you need mental health, behavioral health, or substance use disorder services | Outpatient services | No Charge | No Charge | None |
| | Inpatient services | No Charge | 20% <u>coinsurance</u> | <u>Preauthorization</u> is required. |
| If you are pregnant | Office visits | Prenatal: No Charge; deductible does not apply Postnatal: No Charge | Prenatal: 20% <u>coinsurance</u> Postnatal: 20% <u>coinsurance</u> | Maternity care may include services described elsewhere in the SBC (i.e. tests) and cost share may apply. <u>Cost sharing</u> does not apply to certain maternity services considered to be <u>preventive</u> . |
| | Childbirth/delivery professional services | No Charge | 20% <u>coinsurance</u> | None |
| | Childbirth/delivery facility services | No Charge | 20% <u>coinsurance</u> | None |
| If you need help recovering or have other special health needs | <u>Home health care</u> | No Charge | No Charge | <u>Preauthorization</u> is required. |
| | <u>Rehabilitation services</u> | No Charge | 20% <u>coinsurance</u> | Physical, Speech and Occupational Therapy is limited to a combined maximum of 30 visits per member, per calendar year. |
| | <u>Habilitation services</u> | Not covered | Not covered | None |
| | <u>Skilled nursing care</u> | No Charge | No Charge | <u>Preauthorization</u> is required. Limited to 90 days per member per calendar year |
| | <u>Durable medical equipment</u> | No Charge | No Charge | Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required. |
| | <u>Hospice services</u> | No Charge | No Charge | <u>Preauthorization</u> is required. Visit limits apply. |
| If your child needs dental or eye care | Children's eye exam | Not covered | Not covered | None |
| | Children's glasses | Not covered | Not covered | None |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|----------------------------|---|--|--|
| | | In-Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| For more information on pediatric vision or dental, contact your plan administrator | Children's dental check-up | Not covered | Not covered | None |

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States. See <http://provider.bcbs.com>
- Hearing aids
- If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses - like the deductible, co-payments, or co-insurance, or benefits not otherwise covered
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum Essential Coverage for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace. (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your plan may be affected if your plan does not cover certain EHB categories, such as prescription drugs, or if your plan provides coverage of specific EHB categories, for example prescription drugs, through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- **The plan's overall deductible** \$2,000
- **Specialist coinsurance** 0%
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:

- Specialist office visits (*prenatal care*)
- Childbirth/Delivery Professional Services
- Childbirth/Delivery Facility Services
- Diagnostic tests (*ultrasounds and blood work*)
- Specialist visit (*anesthesia*)

| | |
|---------------------------|-----------------|
| Total Example Cost | \$12,700 |
|---------------------------|-----------------|

In this example, Peg would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|----------------|
| Deductibles | \$2,000 |
| Copayments | \$30 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Peg would pay is | \$2,090 |

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- **The plan's overall deductible** \$2,000
- **Specialist coinsurance** 0%
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:

- Primary care physician office visits (*including disease education*)
- Diagnostic tests (*blood work*)
- Prescription drugs
- Durable medical equipment (*glucose meter*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$7,400 |
|---------------------------|----------------|

In this example, Joe would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|----------------|
| Deductibles | \$2,000 |
| Copayments | \$700 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$60 |
| The total Joe would pay is | \$2,760 |

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- **The plan's overall deductible** \$2,000
- **Specialist coinsurance** 0%
- **Hospital (facility) coinsurance** 0%
- **Other coinsurance** 0%

This EXAMPLE event includes services like:

- Emergency room care (*including medical supplies*)
- Diagnostic tests (*x-ray*)
- Durable medical equipment (*crutches*)
- Rehabilitation services (*physical therapy*)

| | |
|---------------------------|----------------|
| Total Example Cost | \$1,900 |
|---------------------------|----------------|

In this example, Mia would pay:

| <i>Cost Sharing</i> | |
|-----------------------------------|----------------|
| Deductibles | \$1,900 |
| Copayments | \$0 |
| Coinsurance | \$0 |
| <i>What isn't covered</i> | |
| Limits or exclusions | \$0 |
| The total Mia would pay is | \$1,900 |

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you’re helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، ف لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أية تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو برقم 877-469-2583 TTY:711، إذا لم تكن مشتركاً بالعضو.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的客戶服務電話：如果您還不是會員，請撥電話 877-469-2583, TTY: 711。

• 877-469-2583 TTY:711 •
• 877-469-2583 TTY:711 •
• 877-469-2583 TTY:711 •
• 877-469-2583 TTY:711 •
• 877-469-2583 TTY:711 •

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 돕고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보접 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দোভাষীর সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebujecie pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder Jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の方の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は 877-469-2583, TTY: 711)までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoć, imate pravo da besplatno dobijete pomoć i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang Isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

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Health Alliance Plan



Administered by Alliance Health and Life Insurance Company

Coverage for: Individual+Family | Plan Type: ASO HMO

! The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE:** Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-866-766-4709 or visit www.hap.org. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-866-766-4709 to request a copy.

| Important Questions | Answers | Why This Matters: |
|---|---|---|
| What is the overall deductible? | \$0 | See the Common Medical Events chart below for your costs for services this plan covers. |
| Are there services covered before you meet your deductible? | No. | You will have to meet the deductible before the plan pays for any services. |
| Are there other deductibles for specific services? | No. | You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services your plan covers. |
| What is the out-of-pocket limit for this plan? | \$6,600 person / \$13,200 family | The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out of pocket limit until the overall family out of pocket limit has been met. |
| What is not included in the out-of-pocket limit? | Premiums, Balance billing Charges, and Health Care this plan does not cover. | Even though you pay these expenses, they don't count toward the out of pocket limit. |
| Will you pay less if you use a network provider? | Yes. See www.hap.org or call 1-866-766-4709 for a list of network providers. | This plan uses a provider network. You will pay less if you use a provider in the plan's network. You will pay the most if you use an out of network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware your network provider might use an out of network provider for some services (such as lab work). Check with your provider before you get services. |
| Do you need a referral to see a specialist? | Yes. | Written referrals are not required for specialist visits within the member's assigned network for selected services. Referrals or oral approvals are required in other instances. Further information on the referral process can be found at www.hap.org |



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|--|--|--|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you visit a health care provider's office or clinic | Primary care visit to treat an injury or illness | \$25 <u>copay</u> per visit | Not Covered | Visits are face-to-face, telephonic, or through secure electronic portal |
| | Specialist visit | \$40 <u>copay</u> per visit | Not Covered | -----None----- |
| | Other practitioner office visit | \$25 PCP Other Practitioner or Telemed <u>copay</u> per visit/ \$40 Specialist Other Practitioner <u>copay</u> per visit | Not Covered | Chiropractic Care and Acupuncture Not Covered |
| | Preventive care/ screening/immunization | No Charge | Not Covered | Coverage information available at www.hap.org . You may have to pay for services that aren't preventive services. Ask your provider if the services needed are preventive services. Then check what your plan will pay for. |
| If you have a test | Diagnostic test (x-ray, blood work) | No Charge | Not Covered | Some services require <u>preauthorization</u> . |
| | Imaging (CT/PET scans, MRIs) | No Charge | Not Covered | Services require <u>preauthorization</u> . |
| If you need drug to treat your illness or condition More information about prescription drug coverage is available at www.hap.org | Generic drugs | Preferred \$20 <u>copay</u> /prescription (retail) Non-Preferred \$20 <u>copay</u> /prescription (retail) | Not Covered | Retail: 30 day supply for non-maintenance drugs at 1 <u>copay</u> ; 90 day supply for eligible maintenance drugs at 2 copays; Mail Order: 90 day supply for both eligible maintenance and non-maintenance drugs at 2 copays. |
| | Preferred brand drugs | \$40 <u>copay</u> /prescription (retail) | Not Covered | |
| | Non-preferred brand drugs | \$60 <u>copay</u> /prescription (retail) | Not Covered | |
| | Specialty drugs | Preferred \$60 <u>copay</u> /prescription (retail) Non-Preferred \$60 <u>copay</u> /prescription (retail) | Not Covered | Specialty drugs not available at 90 day or mail order. |
| If you have outpatient surgery | Facility fee (e.g., ambulatory surgery center) | No Charge | Not Covered | Some services require <u>preauthorization</u> . |
| | Physician/surgeon fees | No Charge | Not Covered | -----None----- |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|---|---|--|--|--|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If you need immediate medical attention | <u>Emergency room care</u> | \$200 <u>copay</u> per visit | \$200 <u>copay</u> per visit | <u>Copay</u> will be waived if admitted |
| | <u>Emergency medical transportation</u> | No Charge | No Charge | <u>Emergency medical transportation</u> Only |
| | <u>Urgent care</u> | \$50 <u>copay</u> per visit | \$50 <u>copay</u> per visit | -----None----- |
| If you have a hospital stay | Facility fee (e.g., hospital room) | No Charge | Not Covered | Some services require <u>preauthorization</u> |
| | Physician/surgeon fees | No Charge | Not Covered | -----None----- |
| If you need mental health, behavioral health, or substance abuse services | Outpatient services | \$25 <u>copay</u> per visit | Not Covered | * Services can be accessed by calling 1-800-444-5755 |
| | Inpatient services | No Charge | Not Covered | ** Services can be accessed by calling 1-800-444-5755 |
| If you are pregnant | Office visits | \$40 <u>copay</u> per visit | Not Covered | No Charge for Prenatal care |
| | Childbirth/delivery professional services | No Charge | Not Covered | -----None----- |
| | Childbirth/delivery facility services | No Charge | Not Covered | **Some services require <u>preauthorization</u> . |
| If you need help recovering or have other special health needs | <u>Home health care</u> | No Charge | Not Covered | -----None----- |
| | <u>Rehabilitation services</u> | No Charge | Not Covered | Up to 60 combined visits per benefit period - May be rendered at home |
| | <u>Habilitation services</u> | No Charge | Not Covered | Limited to Applied Behavior Analysis (ABA) and Physical, Speech and Occupational Therapy services associated with the treatment of Autism Spectrum Disorders through age 18. Services require <u>preauthorization</u> . *See outpatient Mental Health for ABA cost sharing amount. |
| | <u>Skilled nursing care</u> | No Charge | Not Covered | Covered for authorized services- Up to 730 days, renewable after 60 days |
| | <u>Durable medical equipment</u> | No Charge | Not Covered | Coverage provided for approved equipment based on HAP's guidelines. Some services require <u>preauthorization</u> . |
| | <u>Hospice services</u> | No Charge | Not Covered | Up to 210 days per lifetime |

| Common Medical Event | Services You May Need | What You Will Pay | | Limitations, Exceptions, & Other Important Information |
|--|----------------------------|--|--|---|
| | | Network Provider (You will pay the least) | Out-of-Network Provider (You will pay the most) | |
| If your child needs dental or eye care | Children's eye exam | \$40 copay per visit | Not Covered | No Charge for routine eye exam |
| | Children's glasses | Covered | Not Covered | Coverage for one pair of eye glasses each year. Detailed information regarding coverage of lenses and Collection Frames can be found in your policy or <u>plan</u> documents. |
| | Children's dental check-up | Not Covered | Not Covered | -----None----- |

Excluded Services & Other Covered Services:

| Services Your <u>Plan</u> Generally Does NOT Cover (Check your policy or <u>plan</u> document for more information and a list of any other <u>excluded services</u> .) | | |
|--|--|--|
| • Acupuncture | • Dental Care (Adult) | • Private-Duty Nursing |
| • Chiropractic Care | • Long-Term Care | • Routine Foot Care (Only if meets <u>plan</u> guidelines) |
| • Cosmetic Surgery | • Non-Emergency Care When Traveling Outside the U.S. | |

| Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.) | | |
|---|--|------------------------|
| • Bariatric Surgery (Only if meets <u>plan</u> guidelines) | • Infertility Treatment (Only if meets <u>plan</u> guidelines) | • Weight Loss Programs |
| • Hearing Aids | • Routine Eye Care (Adult) | |

Your Rights to Continue Coverage: There are agencies that can help if you want to continue coverage after it ends. For more information on you rights to continue coverage, contact the plan at 1-866-766-4709; you may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov. Other coverage options may be available to you too, including buying individual coverage through the Health Insurance Marketplace. For more information about the Marketplace, visit www.Healthcare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information to submit a claim, appeal or a grievance for any reason to your plan. For more information about your rights, this notice or assistance, contact the plan at 1-800-422-4641; you may also contact the Department of Insurance and Financial Services, Healthcare Appeals Section, Office of General Counsel, 611 Ottawa, 3rd Floor, P.O. Box 30220, Lansing, MI 48909-7720, <http://michigan.gov/difs>; call 1-877-999-6442 or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact Michigan Health Insurance Consumer Assistance Program (HICAP), Michigan Department of Financial and Insurance Regulation, P.O.Box 30220, Lansing, MI 48909, phone 1-877-999-6442, website: <http://michigan.gov/difs> or e-mail difs-HICAP@michigan.gov.

Does this plan provide Minimum Essential Coverage? Yes

If you don't have Minimum essential coverage for a month, you'll have to pay when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

Does this plan meet Minimum Value Standards? Yes

If your plan doesn't meet the Minimum value standards, you may be eligible for premium tax credits to help you pay for a plan through the Marketplace.

Language Access Services:

Please see a full list of Language Access Services following the Coverage Examples at the end of the Summary of Benefits of Coverage.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next section.*—————

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

| Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery) | | Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition) | | Mia's Simple Fracture (in-network emergency room visit and follow up care) | |
|---|-----------------|---|----------------|---|----------------|
| ■ <u>The plan's overall deductible</u> | \$0 | ■ <u>The plan's overall deductible</u> | \$0 | ■ <u>The plan's overall deductible</u> | \$0 |
| ■ <u>Specialist copayment</u> | \$40 | ■ <u>Specialist copayment</u> | \$40 | ■ <u>Specialist copayment</u> | \$40 |
| ■ <u>Hospital (facility) copayment</u> | \$0 | ■ <u>Hospital (facility) copayment</u> | \$0 | ■ <u>Hospital (facility) copayment</u> | \$0 |
| ■ <u>Other coinsurance</u> | 0% | ■ <u>Other coinsurance</u> | 0% | ■ <u>Other coinsurance</u> | 0% |
| <p>This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)</p> | | <p>This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)</p> | | <p>This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)</p> | |
| Total Example Cost | \$12,800 | Total Example Cost | \$7,400 | Total Example Cost | \$1,900 |
| In this example, Peg would pay: | | In this example, Joe would pay: | | In this example, Mia would pay: | |
| <i>Cost Sharing</i> | | <i>Cost Sharing</i> | | <i>Cost Sharing</i> | |
| Deductibles | \$0 | Deductibles | \$0 | Deductibles | \$0 |
| Copayments | \$810 | Copayments | \$1,420 | Copayments | \$120 |
| Coinsurance | \$0 | Coinsurance | \$0 | Coinsurance | \$0 |
| <i>What isn't covered</i> | | <i>What isn't covered</i> | | <i>What isn't covered</i> | |
| Limits or exclusions | \$60 | Limits or exclusions | \$55 | Limits or exclusions | \$0 |
| The total Peg would pay is | \$870 | The total Joe would pay is | \$1,475 | The total Mia would pay is | \$120 |

The plan would be responsible for the other costs of these EXAMPLE covered services.



Language Access Services

VINI RE: Nëse flisni shqip, ju ofrohen shërbime ndihme gjuhësore falas. Telefononi numrin (800) 422-4641 ose TTY: 711.

تنبه: إذا كنت تتحدث اللغة العربية، فلنا فونار لك خدمات المساعدة اللغوية مجانًا. اتصل بلرلم (800) 422-4641 أو خدمة الهاتف النصي: 711.

নজর তিদিন: আপনিন বাংলা ভাষায় কথা বললে, ভাষা সহায়তার পিরেখবা তিবনামেলে আপনার জন্ uপলব। (800) 422-4641 বা

TTY: 711 নমেরে কল কনি।

注意: 如果您使用繁體中文，您可以免費獲得語言援助服務。請致電 (800) 422-4641 或 TTY 用戶請致電 711。

HINWEIS: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos Sprachassistenzen zur Verfügung. Rufnummer: (800) 422-4641 oder TTY: 711.

ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero (800) 422-4641 (TTY: 711).

注意事項: 日本語を話される場合、無料の言語支援をご利用いただけます。(800) 422-4641 まで、お電話にてご連絡ください。TTY ユーザーは 711 までご連絡ください。

주의: 한국어를 사용하시는 경우, 무료 언어 지원 서비스를 이용하실 수 있습니다. 800-422-4641 번 또는 TTY: 711 번으로 연락해 주십시오.

UWAGA: jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer (800) 422-4641 lub TTY: 711.

ВНИМАНИЕ! Если ваш родной язык русский, вам могут быть предоставлены бесплатные переводческие услуги. Обращайтесь по номеру (800) 422-4641 (телегаип: 711).

NAPOMENA: Ako govorite hrvatski/srpski, dostupna Vam je besplatna podrška na Vašem jeziku. Kontaktirajte (800) 422-4641 ili tekstualni telefon za osobe oštećena sluha: 711.

ATENCIÓN: si habla español, los servicios de asistencia de idiomas se encuentran disponibles gratuitamente para usted. Llame al (800) 422-4641, los usuarios TTY deben llamar al 711.

১০০০ ৮০০ (৪৬৪১-৪২২) ৮০০
৮০০ ৭১১

১০০০ ৮০০ (৪৬৪১-৪২২) ৮০০
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PAG-UKULAN NG PANSIN: Kung Tagalog ang wikang ginagamit mo, may makukuha kang mga serbisyong tulong sa wika na walang bayad. Tumawag sa (800) 422-4641 o TTY: 711.

CHÚ Ý: Nếu quý vị nói tiếng Việt, chúng tôi có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho quý vị. Hãy gọi (800) 422-4641 hoặc TTY: 711.

Appendix C

Active Employees Dental Benefits

Delta Dental

Delta Dental of Michigan
Dental Benefit Highlights for
Macomb County Active and Retiree Dental Plan



Delta Dental PPO (Point-of-Service)

Delta Dental
PPO Dentist

Delta Dental
Premier
Dentist

Non-
participating
Dentist

Coverage effective January 1, 2018

| | Plan Pays | Plan Pays | Plan Pays* |
|--|-----------|-----------|------------|
| Diagnostic & Preventive | | | |
| Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers | 100% | 100% | 100% |
| Emergency Palliative Treatment - to temporarily relieve pain | 100% | 100% | 100% |
| Radlographs - X-rays | 100% | 100% | 100% |
| Basic Services | | | |
| Minor Restorative Services - fillings and crown repair | 80% | 75% | 75% |
| Endodontic Services - root canals | 80% | 75% | 75% |
| Periodontic Services - to treat gum disease | 80% | 75% | 75% |
| Oral Surgery Services - extractions and dental surgery | 80% | 75% | 75% |
| Major Restorative Services - crowns | 80% | 75% | 75% |
| Other Basic Services - misc. services | 80% | 75% | 75% |
| Refines and Repairs - to bridges, implants, and dentures | 80% | 75% | 75% |
| Major Services | | | |
| Prosthodontic Services - bridges, implants, and dentures | 50% | 50% | 50% |

*When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. The Nonparticipating Dentist Fee may be less than what the dentist charges and you are responsible for that difference.

Maximum Payment -- \$1,000 per person total per Benefit Year on all services.

Deductible -- None.

Note - This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.

Welcome to Michigan's largest dental benefits family!

As a member of Delta Dental of Michigan, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, we pay more than 90% of claims in 10 days or less. Delta Dental also offers world-class customer service from our Certified Center of Excellence call center, as awarded by Benchmark Portal.

Online Access

Our online Consumer Toolkit lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at www.DeltaDentalMI.com.

Golden Dental



Golden Dental Plans

Certificate of Coverage

Macomb County

| | |
|---|----------------------------------|
| <u>OFFICE VISIT CO-PAY</u> | \$5.00 |
| <u>CLASS I</u> Diagnostic and Preventive: Exams, Radiographs, Prophylaxis, Fluoride Treatment (up to age 19), Sealants (1 st and 2 nd Molars only – once in lifetime up to age 18), Space Maintainers (Primary Teeth only up to age 19) | 100% |
| <u>CLASS II</u> Restorative: Fillings, Root Canals and Routine Extractions performed by General Provider | 90% |
| <u>CLASS III</u> Prosthetic: Crowns, Bridges, Partial and Complete Dentures | 75% |
| <u>CLASS IV</u> Specialty Care: Oral Surgery (including General Anesthesia) Endodontics Periodontics Pedodontics | 75% |
| <u>ORTHODONTICS:</u> Dependents up to age 19 (Lifetime Maximum) Member & Spouse (Lifetime Maximum) | \$2,200 \$1,800 |
| Annual Maximum (per member per year): | Unlimited |
| Annual Renewal: | 01/01 |
| Membership Card Reads: | MACOMB |

Dependents are covered up to the age of 26 for CLASS I – IV only.

29377 Hoover Road – Warren, MI 48093
Phone: 1-800-451-5918 * Fax: 586-573-8720
website: www.goldendentalplans.com

Rev: 9/2016

Appendix D

Active Employees Vision Benefits

BCBSM Vision Benefits



A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

MACOMB COUNTY EMPLOYEES
A1CVP6
007000448
Vision Coverage
Effective Date: On or after January 2021
Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Note: Discounts up to 20% for additional prescription glasses and any amount over the allowance *plus* savings on non-covered lens extras (up to 25%) when obtained from a VSP provider

| Member's responsibility (copays) | | |
|---|---------------------------|--|
| Benefits | VSP network doctor | Non-VSP provider |
| Eye exam | None | None |
| Prescription glasses (lenses and/or frames) | None | None (member responsible for difference between approved amount and provider's charge) |
| Medically necessary contact lenses | None | None (member responsible for difference between approved amount and provider's charge) |
| Contact lens suitability examination (fitting and evaluation) | Up to \$60 copay | None (member responsible for difference between approved amount and provider's charge) |

Note: No copay is required for prescribed contact lenses that are not medically necessary.

| Eye exam | | |
|---|---------------------------|---|
| Benefits | VSP network doctor | Non-VSP provider |
| Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient. | 100% of approved amount | Reimbursement up to \$58 less \$5 copay (member responsible for any difference) |

One eye exam in any period of 12 consecutive months

ADM PLAN1R JAN;ASCMOD 9778 VIS;BLUE VISION;BV SPL;BV-CLSE;BVC;BVFL;BVPP CHOICE NET

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

Lenses and frames

| Benefits | VSP network doctor | Non-VSP provider |
|---|--|--|
| <p>Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.</p> <ul style="list-style-type: none"> Progressive Lenses - Covered when rendered by a VSP network doctor | 100% of approved amount | Reimbursement up to approved amount based on lens type (member responsible for any difference) |
| Standard frames | \$100 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less | Reimbursement up to \$65 less \$10 copay (member responsible for any difference) |
| Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance. | One pair of lenses, with or without frames, in any period of 12 consecutive months | One frame in any period of 12 consecutive months |

Contact Lenses

| Benefits | VSP network doctor | Non-VSP provider |
|---|---|---|
| Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary) | 100% of approved amount | Reimbursement up to \$210 (member responsible for any difference) |
| Contact lens suitability examination (fitting and evaluation) | \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) | \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance) |
| Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary) | | |
| | Contact lenses up to the allowance in any period of 12 consecutive months | Contact lenses up to the allowance in any period of 12 consecutive months |

ADM PLANYR JAN;ASCMOD 9778 VIS;BLUE VISION;BV SPL;BV-CLSE;BVC;BVFL;BVPP CHOICE NET

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

HAP

Please refer to the HAP Medical Benefits Summary

APPENDIX E

LETTER OF UNDERSTANDING

Between

THE COUNTY OF MACOMB
And
FRATERNAL ORDER OF POLICE LABOR COUNCIL

WEAPONS

The Sheriff shall continue to cooperate and assist law enforcement officers in purchasing weapons by permitting said officers to utilize Macomb County Sheriff's Department letterhead stationery in ordering weapons in accordance with the following form:

To Whom It May Concern:

Please be advised that _____ (name) _____ is a _____ (title) _____ employed by the Macomb County Sheriff's Department, 43565 Elizabeth Road, Mount Clemens, Michigan, 48043, and is authorized to purchase weapon(s) described below.

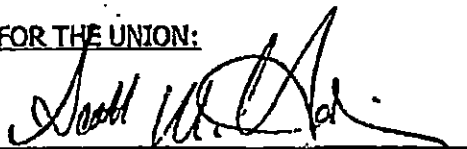
Make: _____

Model: _____

Your cooperation in this matter is appreciated.

Sheriff, Macomb County, Michigan

FOR THE UNION:



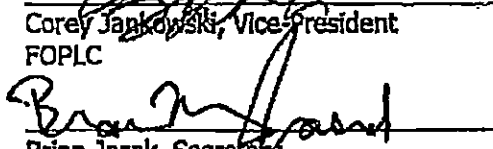
Scott Harding, Business Representative
FOPLC



Ryan Marley, President
FOPLC



Corey Jankowski, Vice-President
FOPLC



Brian Jasak, Secretary
FOPLC



Stephen McCord, Treasurer
FOPLC

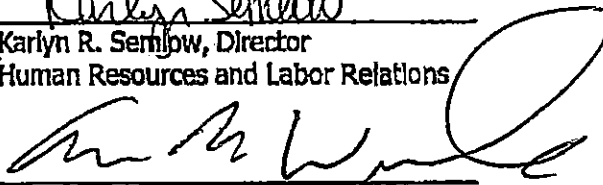


Rachael Collins, Bargaining Team Member
FOPLC

FOR THE EMPLOYER:



Kariyn R. Semlow, Director
Human Resources and Labor Relations



Anthony M. Wickersham, Sheriff
Macomb County

DATE: 8-1-22

APPENDIX F

MEMORANDUM OF UNDERSTANDING

REGARDING CERTAIN HEALTH BENEFITS

WHEREAS, the County of Macomb currently offers health insurance coverage to female employees that includes an elective abortion benefit and excludes prescription drug coverage for contraceptives and excludes coverage for voluntary sterilization; and,

WHEREAS, the Macomb County Board of Commissioners has, by resolution, forbidden the use of public funds for elective abortion;

NOW BE IT RESOLVED THAT, the County of Macomb and the Fraternal Order of Police Labor Council, on behalf of the Macomb County Sheriff Department Deputies and Dispatchers hereby agree to remove elective abortion coverage from the health insurance offered through their collective bargaining agreement and substitute prescription drug coverage for contraceptives and coverage for voluntary sterilization.

FOR THE UNION:



Scott Harding, Business Representative
FOPLC



Ryan Marley, President
FOPLC




Corey Janowski, Vice-President
FOPLC



Brian Jasak, Secretary
FOPLC

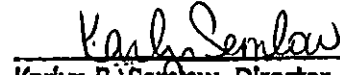


Stephen McCord, Treasurer
FOPLC



Rachael Collins, Bargaining Team Member
FOPLC

FOR THE EMPLOYER:



Karlyn R. Semlow, Director
Human Resources and Labor Relations



Anthony M. Wickersham, Sheriff
Macomb County

DATE: 8-1-22

APPENDIX G

LETTER OF UNDERSTANDING

between

**THE COUNTY OF MACOMB
and**

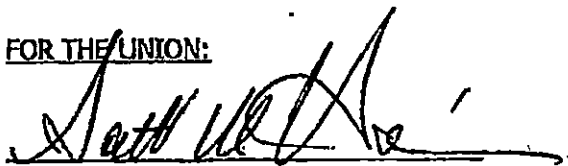
FRATERNAL ORDER OF POLICE LABOR COUNCIL (FOPLC)

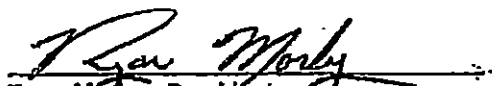
Re: Assignment of Staff to Guard Inmates Outside the Confines of the Jail

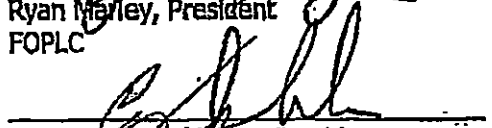
The Sheriff of the County of Macomb and the FOPLC agree that currently, only Deputy Sheriffs are utilized to guard and transport inmates outside the confines of the Macomb County Jail.


The Sheriff agrees to make no operational changes in the assignment of personnel for this purpose without first meeting and conferring with the FOPLC.

FOR THE UNION:

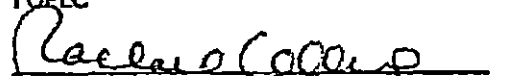

Scott Harding, Business Representative
FOPLC


Ryan Marley, President
FOPLC

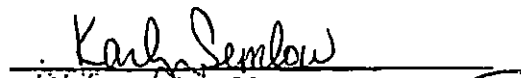

Corey Janikowski, Vice-President
FOPLC



Brian Jasak, Secretary
FOPLC


Stephen McGord, Treasurer
FOPLC


Rachael Collins, Bargaining Team Member
FOPLC

FOR THE EMPLOYER:


Kariyn R. Semlow, Director
Human Resources and Labor Relations


Anthony M. Wickersham, Sheriff
Macomb County

DATE: 8-1-22

APPENDIX H

LETTER OF UNDERSTANDING

Between

THE COUNTY OF MACOMB
And
FRATERNAL ORDER OF POLICE LABOR COUNCIL

ALCOHOL AND DRUG REHABILITATION

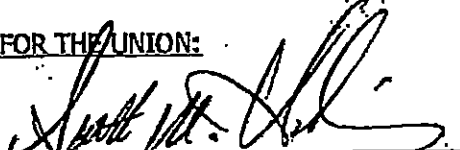
In connection with the recently adopted Alcohol and Drug Testing Article of the Labor Agreement, it is understood that Employees testing positive for alcohol or drug use may be subject to discipline up to and including discharge, subject to the "just cause" provision of the Agreement.

In a circumstance where an Employee tests "positive" under conditions where:


- the Employee has a good work record;
- there is no evidence of any other illegal conduct other than use (such as unlawful selling and/or distribution);
- there is no prior record of use;
- the Employee has no prior criminal record;
- the Employee's disciplinary record is not substantial;

the Employer, consistent with "just cause", may at its sole discretion consider a program of rehabilitation.

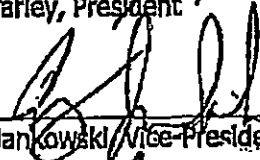
FOR THE UNION:



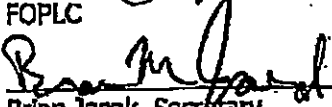
Scott Harding, Business Representative
FOPLC



Ryan Marley, President
FOPLC




Corey Jankowski, Vice-President
FOPLC



Brian Jasak, Secretary
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Stephen McCord, Treasurer
FOPLC

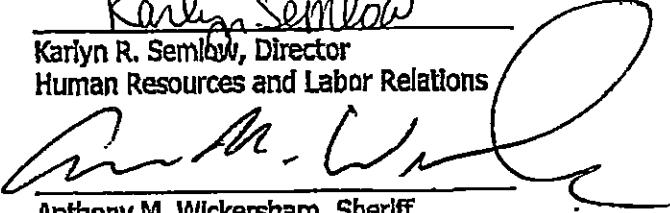


Rachael Collins, Bargaining Team Member
FOPLC

FOR THE EMPLOYER:



Karlyn R. Semlow, Director
Human Resources and Labor Relations



Anthony M. Wickersham, Sheriff
Macomb County

DATE: 8-1-22

APPENDIX I

MEMORANDUM OF UNDERSTANDING

REGARDING

DEFERRED RETIREMENT OPTION PLAN

FOR MEMBERS OF FRATERNAL ORDER OF POLICE LABOR COUNCIL (FOPLC)

- A. **Background:** Effective August 6, 2010, an employee of Macomb County who is a member of the FOPLC, may voluntarily elect to participate in the deferred retirement option plan, hereinafter "DROP", upon obtaining the minimum age and service requirements for a normal service retirement. Upon commencement of DROP participation, the employee's DROP benefit shall be the dollar amount of the employee's monthly pension benefit computed by using the contractual guidelines and formula that are in effect on the date that the employee first participates in the DROP plan. During participation in the DROP, the employee will continue to enjoy full employment status and receive all future promotions and wage increases. Any fringe benefits paid to members of the FOPLC shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

The employee's DROP benefit will be credited monthly to the individual employee's DROP account, which will be established within the defined benefit plan of the Macomb County Employees Retirement System. The employee's DROP account will be maintained and managed by the Macomb County Employees Retirement System. Upon termination of employment, the retiree shall begin to receive payments from his/her individual DROP account as described hereinafter. The DROP payments are in addition to any and all other contractual retirement benefits. The employee is solely responsible for analyzing the tax consequences of participation in the DROP.

- B. **Eligibility:** Any current employee who is a member of the Macomb County Employees' Retirement System and the FOPLC bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.
- C. **Participation:** The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.
- D. **DROP Payment:** Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to his/her DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension benefit otherwise payable to the DROP account until termination of employment. Interest on the DROP account will continue to accrue during such forfeiture, except as provided in Subsection J.
- E. **Election to Participate:** Participation in the DROP is irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Macomb County Office of the County Executive. Such application shall be reviewed by the Human Resources and Labor Relations Department within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the date upon which the member's participation in the DROP shall be effective, he/she shall be considered to be a DROP participant and shall cease to be an active member of the Macomb County Employees Retirement System. The amount of credited service, multiplier and final average compensation shall be fixed as of the employee's DROP date. When an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee. Increases or decreases in compensation during DROP participation will not be factored into retirement benefits of active or former DROP participants. DROP participants accrue no service time credit for retirement purposes pursuant to the Macomb County Employees Retirement System.

- F. DROP Benefit: The employee's DROP benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if he/she had actually retired on the DROP date, less the annuity withdrawal reduction as set forth in Subsection G, if applicable. The employee's DROP benefit shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, his/her choice of a straight life retirement allowance or an optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance shall be irrevocable.
- G. Annuity Withdrawal: An employee who elects to participate in the DROP may elect the Annuity Withdrawal option provided by the retirement ordinance at the time of electing DROP participation. Such election shall be made commensurate with the employee's DROP election, but not thereafter. Such annuity withdrawal will be utilized to compute the actuarial reduction of the member's DROP benefit, as well as the member's monthly retirement benefit from the Macomb County Employees Retirement System, after termination of employment.

The annuity withdrawal amount (accumulated contributions) will be disbursed from the Macomb County Employees Retirement System at the time of DROP election. All withdrawal provisions and options under the Retirement Ordinance, which are available to Retirement System members shall be available to the employee participating in the DROP at such time that he/she elects to participate in the DROP.

- H. DROP Accounts:
1. For each employee participating in the DROP, an individual DROP account will be created in which shall be accumulated the DROP benefits, as well as interest on said DROP benefits. All individual DROP accounts shall be maintained for the benefit of each employee participating in the DROP and will be managed by the Retirement System in the same manner as the primary retirement fund. DROP interest for each employee who participates in the DROP shall be at a fixed rate of 3.5% per annum, calculated in the same manner as the interest in the employee savings accounts in the Macomb County Employees Retirement System.
 2. Effective upon December 1, 2017, for new participants into DROP, an individual DROP account will be created in which shall be accumulated the DROP benefits, as well as interest on said DROP benefits. All individual DROP accounts shall be maintained for the benefit of each employee participating in the DROP and will be managed by the Retirement System in the same manner as the primary retirement fund. DROP interest for each employee who participates in the DROP shall be at a fixed rate of 3.5% per annum. Interest is earned on the DROP account balance at the end of each month, and shall be paid to the employee's DROP account no later than the last day of the following month. In the event of separation, interest shall be paid in full to the date the DROP account is distributed pursuant to the example below:

| DROP Issuance | Jan 1 st | Feb 1 st | Mar 1 st | Apr 1 st | May 1 st | June 1 st | July 1 st | Aug 1 st | Sept 1 st | Oct 1 st | Nov 1 st | Dec 1 st |
|--------------------|---------------------|-----------------------|---------------------|---------------------|---------------------|----------------------|----------------------|---------------------|----------------------|---------------------|---------------------|---------------------|
| 08 Drop 08 Int. | | | | | | | | \$4,800 | \$4,800 \$14 | \$4,800 \$28 | \$4,800 \$42 | \$4,800 \$56 |
| 09 Drop 09 Int. | \$4,800 \$70 | \$4,800 0 \$84 | \$4,800 \$98 | \$4,800 \$112 | \$4,800 \$126 | \$4,800 \$140 | \$4,800 \$154 | \$4,800 \$168 | \$4,800 \$182 | \$4,800 \$196 | \$4,800 \$210 | \$4,800 \$224 |
| 10 Drop 10 Int. | \$4,800 \$238 | \$4,800 0 \$252 | \$4,800 \$266 | \$4,800 \$280 | \$4,800 \$294 | \$4,800 \$308 | \$4,800 \$322 | \$4,800 \$336 | \$4,800 \$350 | \$4,800 \$364 | \$4,800 \$378 | \$4,800 \$392 |
| 11 Drop 11 Int. | \$4,800 \$406 | \$4,800 0 \$420 | \$4,800 \$434 | \$4,800 \$448 | \$4,800 \$462 | \$4,800 \$476 | \$4,800 \$490 | \$4,800 \$504 | \$4,800 \$518 | \$4,800 \$532 | \$4,800 \$546 | \$4,800 \$560 |
| 12 Drop 12 Int. | \$4,800 \$574 | \$4,800 0 \$588 | \$4,800 \$602 | \$4,800 \$616 | \$4,800 \$630 | \$4,800 \$644 | \$4,800 \$658 | \$4,800 \$672 | \$4,800 \$686 | \$4,800 \$700 | \$4,800 \$714 | \$4,800 \$728 |
| 13 Drop 13 Int. | \$4,800 \$742 | \$4,800 0 \$756 | \$4,800 \$770 | \$4,800 \$784 | \$4,800 \$798 | \$4,800 \$812 | \$4,800 \$826 | \$* | | | | |

*Final Interest would be (\$288,000) times (.035 divided by 365) times (number of days after July 1, 2013 the \$288,000 plus interest is distributed to DROP participant). If distributed on August 1, 2013, the interest amount shall be \$840.

- I. **Contributions:** The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.
- J. **Distribution of DROP Funds:** Within 45 days of termination of employment, the employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his/her individual DROP account:
 - 1) A lump sum distribution to the employee; AND/OR
 - 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Macomb County Office of the County Executive or the Retirement System for such rollovers.

Failure to elect one of the above options and receive such distribution within 60 days of termination of employment shall result in the termination of any interest paid on said account.

All benefit payments under the Plan shall be made as soon as practicable after entitlement thereto, but in no event later than April 1 following the later of:

- 1) The calendar year in which the primary member attains age 70½ , or
- 2) The calendar year in which the employment is terminated.

If the accumulated balance in any former employee's account is more than \$1,000 but less than \$5,000 (or such other amount as provided in the Internal Revenue Code, particularly Section 411(a)(11)(A)), then the Retirement System, in its sole discretion, shall have the option of distributing the former employee's entire account, in the form of a lump sum, to an individual retirement plan.

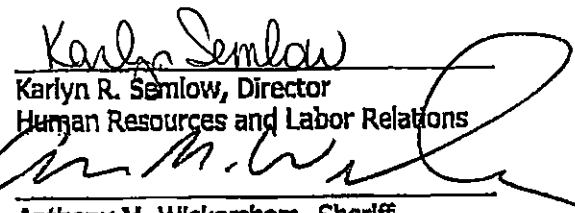
- K. Death During DROP Participation:** If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is, after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (Subsection J). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.
- L. Disability During DROP Participation:** In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of Macomb County, the employee's participation in the DROP shall cease, and the employee shall receive such benefits as if the employee had retired and terminated employment during the participation period.
- M. Internal Revenue Code Compliance:** The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.
- N. Other Provisions:** The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.
- O. At the effective date of an employee's participation in the DROP plan, an employee's annual and sick leave bank shall be paid as provided for in the collective bargaining agreement or the Macomb County Employees Retirement Ordinance.**
- After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the FOPLC and the County of Macomb.
- P. Voting Rights and Retirement Commission Members:** At the time an employee elects to participate in the DROP, he/she shall be eligible to vote in any employee member elections and shall be eligible to hold office pursuant to Section 4(e) of the Macomb County Employees Retirement Ordinance as an elected employee member.

FOR THE UNION:


 Scott Harding, Business Representative
 FOPLC


 Ryan Marley, President
 FOPLC

FOR THE EMPLOYER:


 Kariyn R. Semlow, Director
 Human Resources and Labor Relations


 Anthony M. Wickersham, Sheriff
 Macomb County

APPENDIX I (cont'd)

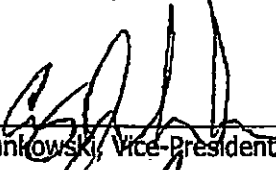
MEMORANDUM OF UNDERSTANDING

REGARDING

DEFERRED RETIREMENT OPTION PLAN

FOR MEMBERS OF FRATERNAL ORDER OF POLICE LABOR COUNCIL (FOPLC)

FOR THE UNION (cont'd):



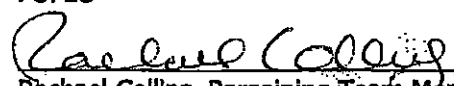
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Rachael Collins, Bargaining Team Member
FOPLC

DATE: 8-1-22