

AGREEMENT

between

COUNTY OF MACOMB

and

MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION

January 1, 2023
Through
December 31, 2024

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Macomb County Professional Deputy Sheriff's Association

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MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION

INTRODUCTION

THIS AGREEMENT was entered into the 1st day of January 1, 2023, between the COUNTY OF MACOMB, hereinafter referred to as "EMPLOYER" and/or "COUNTY", and the MACOMB COUNTY PROFESSIONAL DEPUTY SHERIFF'S ASSOCIATION, hereinafter referred to as "ASSOCIATION", 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 religion, race, color, national origin, age, height, weight, familial status, marital status, sex, sexual orientation, gender identity.

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 Association.

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 Association 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 Macomb County Professional Deputy Sheriff's Association (M.C.P.D.S.A.) 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 Macomb County Professional Deputy Sheriff's Association as the exclusive bargaining representative on behalf of all Sheriff Department Corrections Deputies, 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 current or future employment of bargaining unit Employees is not contingent upon membership in the Association or the payment of Association dues or fees.
- B. The Employer agrees to make Association payroll deductions once each month from the second pay of the Employees who have authorized that such deductions be made as set forth in Subsections D and E.

- C. The Employer shall transmit such deductions, together with a list of Employees paying same, to the Treasurer of the Association as designated in writing by the Association and shall do so as soon as possible after the deduction, but no later than the 10th day of the following month. As soon as practicable following the decision to hire a new Employee into the bargaining unit, the Employer shall notify the Association of newly-hired bargaining unit Employees and provide the Association an opportunity to meet with newly-hired bargaining unit Employees to discuss the Employees' options with respect to becoming or not becoming a member of the Association.
- D. Any Employee who becomes a member of the Association after June 27, 2018, may sign the Association's Application for Association Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Association and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the Employee gives written notice to the Employer and the Association at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the Employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Association.
- E. The Employer shall not make any Association payroll deductions from any Employee without written authorization from the Employee. In the case of an Employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Association Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Association's Card, the terms of the Card shall be controlling. For an Employee who became a member prior to June 27, 2018, the Employer must have from the Employee written authorization showing the Employee's clear intent to participate in Association payroll deductions.
- F. Employees may resign their Association membership at any time by notifying the Association, but may still be responsible for payroll deductions as set forth in Subsection D.
- G. Deductions for any calendar month shall be remitted to the Association. In the event that a refund is due to any Employee for any sums deducted from wages and paid to the Association, it shall be the responsibility of such Employee to obtain the appropriate refund from the Association.
- H. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any Employee as provided, it shall make that deduction from the Employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the Employee or the Association.
- I. If there is an increase or decrease in Association payroll deductions, as determined and established by the Association, such changes shall become effective upon the second pay period following notice from the Association to the Employer of the new amount(s).

ARTICLE 3

REPRESENTATION

- A. Association business shall not be conducted during working hours or in County Areas, except as provided by this Agreement.
- B. The Association may be represented in collective bargaining negotiations with the County by a committee comprised of not more than five (5) members of the Association. Of the five (5) members of the Association Bargaining Committee, a maximum of three (3) members can be on duty during collective bargaining negotiations. The three (3) members, only, shall not lose wages or benefits during time spent while attending negotiations. Additionally, the Association may designate any outside person or organization as its official representative.

- C. Employees covered by this Agreement shall be represented for purposes of filing grievances by a Steward or Executive Board Member as hereinafter provided. The Steward 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 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 Association 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 Association officials will perform their regularly assigned duties, except as provided herein.
- D. There shall be three (3) Stewards as follows:

DAY SHIFT	One (1)
AFTERNOON SHIFT	One (1)
MIDNIGHT SHIFT	One (1)
- E. The Sheriff agrees to continue his present practice of communicating with the proper Association Representatives prior to implementing anticipated changes in policies encompassing subject matter contained in the General Orders, Special Orders and/or Department Memorandum affecting written or verbal policy. The Association 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 4

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 Association 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 Association 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 Association 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 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 Association.
- I. 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 by mutual agreement 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.
- J. 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 or designee, 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 individual grievant, co-signed by the Steward and/or Executive Board Member or, in the case of a policy grievance, by the Steward and/or Executive Board Member only, 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 Steward within five (5) days after receipt.
 3. STEP 3: If the grievance is not satisfactorily adjusted, it shall be referred to the Steward and/or Executive Board Member 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 Steward, Association President, 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 Association 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 Association composed of the President, or designee, or both and the grievant's Steward or representative, 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.
- GRIEVANCE MEDIATION: If the grievance is not resolved at Step 3 of the grievance procedure, either party may pursue the matter to Mediation by filing a request with the Michigan Employment Relations Commission (MERC) and notifying the other party concurrently within five (5) days of the grievance meeting. If the mediation process is unsuccessful, either party shall have the right to move the matter to arbitration.
5. STEP 5: ARBITRATION: If the grievance is not resolved at Step 3 or Step 4 or through grievance mediation, if invoked, the Union President or designee has thirty (30) days from the Step 3 answer or Step 4 answer, or the date of the decision issued by the mediator, if invoked, to file a Notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources and Labor Relations. If the Union President or designee fails to request arbitration within this time limit, the grievance shall be

deemed not eligible to go to arbitration.

SELECTION OF THE ARBITRATOR:

1. Within thirty (30) days of the Notice of Intent to Arbitrate, the County and the Association shall attempt to mutually select an Arbitrator. In the event that the parties cannot agree upon an Arbitrator to hear the unresolved grievance within that thirty (30) days, the Union will have an additional ten (10) days to request the Michigan Employment Relations Commission (MERC) provide a list of impartial arbitrators in accordance with its applicable rules and regulations. Any grievance not scheduled in accordance with this procedure is considered settled and not subject to further review.
2. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
3. The party seeking arbitration shall notify the arbitrator within 10 days of their mutual selection and begin to arrange the scheduling of the arbitration hearing.

AUTHORITY OF THE ARBITRATOR:

1. All arbitration hearings shall be governed by the rules of the Michigan Employment Relations Commission (MERC).
2. 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.
3. 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.
4. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
5. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
6. 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.

GENERAL CONDITIONS:

1. Withdrawal Of Grievances: A grievance may be withdrawn and, if so withdrawn, all financial liability shall be cancelled, unless agreed otherwise. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) days from the date of withdrawal, the grievance shall not be reinstated.
2. Computation Of Back Wages: All claims for back wages shall be limited to the amount of straight time wages less any unemployment compensation or compensation for any employment or received from other sources during the period in question.

3. Time Of Appeals: Any grievance not appealed within the time specified in the particular step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the Union may appeal the grievance to the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
4. Time limits may be extended or shortened by mutual written consent of the Parties.
5. The aggrieved, the Association 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. The aggrieved and prospective witnesses, if on duty, shall be afforded time away from the job without loss of pay for meetings held with legal counsel for the purpose of arbitration preparation. The Employer will provide meeting space onsite for preparatory meetings; however in the event that preparatory meetings must be held offsite, there shall be no more than one (1) employee allowed away from the job at any time, and not to exceed three (3) hours, unless authorized by the Sheriff, or designated representative. Seventy-two (72) hours notice must be given by the employee directly to the Jail Captain and shall be subject to approval, in accordance with manpower requirements. In the event in which an exigent circumstance arises, the employee may be called back and required to return to the job.
6. 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 Association, provided a request for the specific documents is made.
7. 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 Association Deputies; provided, however, that the Employer has given the Steward and Association Deputies 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 Association.
8. The settlement of any grievance shall be reduced to writing and signed by a representative of the County, a member of the Association Executive Board and the affected Employee's Steward (if applicable).
9. 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 5

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 Association 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 Association 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 an Association representative and has had a reasonable time to discuss the incident with an Association attorney. The attorney shall be permitted to counsel the Deputy 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 an Association 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 6

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. Disciplinary action may include oral reprimand, written reprimand, suspension, demotion and discharge. Although the Employer recognizes progressive discipline, nothing in this section shall prevent the Employer from appropriately disciplining an employee, should circumstances warrant, up to and including discharge. 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 Association and the charged Employee.
- C. Except in situations requiring immediate action, no disciplinary measures, which result in the suspension, demotion or discharge of an employee, 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. Any such investigation must commence within 90 days of the alleged violation being made known to, or should have been known by, a member of Command staff or above.
- D. Any disciplinary action, including reprimands, taken by the Sheriff or his representative may be appealed by the Employee to the Sheriff with a copy to the County Human Resources and Labor Relations Director within five (5) days (excluding weekends and holidays) from the date of service of the charges of the Employee.
- E. The Employee has the right to appeal any disciplinary action taken by the Sheriff, or his representative, 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 4, Grievance Procedure, Step 5.
- F. An Employee's decision to appeal a disciplinary action pursuant to the grievance procedure shall be the exclusive method of appealing discipline actions and shall not have any appeal rights as provided under PA 298 of 1966.

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).

Received By:

Dated: _____

Employee's Name

Address

Witnessed By:

FOR MACOMB COUNTY PROFESSIONAL
DEPUTY SHERIFF'S ASSOCIATION

- G. In the event that there are criminal charges in conjunction with a disciplinary investigation, the Employee may request that disciplinary action or appeal shall not proceed, and that the process be held in abeyance pending resolution of the underlying criminal charges. If the Employee makes such a request, they may be placed in an unpaid leave status during the pendency of their criminal proceeding and until the discipline appeal is concluded and/or they are returned to active status. During this leave of absence, the Employee shall not be eligible to accrue or receive fringe benefits and their seniority date shall be tolled until the conclusion of the internal proceeding. Medical, dental and vision coverage are not considered fringe benefits for this paragraph only and will continue during the pendency of said investigation.
- 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 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 Association representation by a duly elected or appointed Association Official and/or Association 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.
- M. Records of disciplinary actions shall remain in the employee's personnel file for a period of two (2) years, unless, prior to the end of said two (2) year period, the employee is disciplined for a similar incident. In such case, the records of both disciplinary actions shall be maintained in the employee's personnel file for an additional two (2) years, or a total of four (4) years for each incident based upon the date of occurrence.
- N. The Sheriff's ability for disciplinary demotions into this bargaining unit, beyond the established probationary periods, shall be limited to Deputies within twenty four (24) months from leaving this bargaining unit.

ARTICLE 7

EMPLOYEE DEFINED

- A. A regular full-time employee is an individual employed in a full-time budgeted position and regularly scheduled to work forty (40) hours per week for six (6) consecutive months. Full-time employees are entitled to benefits as specifically outlined in this Labor Agreement.
- B. A regular part-time employee is an individual employed in a part-time budgeted position and regularly scheduled to work thirty-two (32) or less hours per week for six (6) consecutive months. Regular part-time employees shall not be entitled to any benefits pursuant to this Labor Agreement.

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 probationary period in the new classification. In the event that the Employee does not satisfactorily complete the aforementioned probationary period, said Employee shall be returned to the first occurring vacancy in his/her former classification and shall perform the remainder, if any, of his/her twelve (12) months of probation remaining in that classification.

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 Employee's Retirement System.
- D. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.
- E. Membership Lists: The Employer will report incoming and/or outgoing members in classifications reflected in the Agreement between the Parties on a monthly basis, except in July, when seniority reports are distributed.

ARTICLE 10

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 for a ten (10) day period.
 2. Any non-probationary Employee 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 Employees who file written requests.
 4. The following shall be recognized as preferred jobs:

Jail Information Corrections Deputy, Classification Corrections Deputy, Visiting Corrections Deputy, Video Court Corrections Deputy, Booking Court Corrections Deputy, Body Scanner Corrections Deputy, Mail Room Corrections Deputy, Writ Corrections Deputy, Michigan Indigent Defense Commission Corrections Deputy (contingent upon grant funding of this position) and one (1) Clinic Assigned Corrections Deputy or any newly created position to be staffed by a Corrections Deputy.
- B. Preferred jobs shall be posted annually. Selection to preferred positions shall be determined on the basis of qualifications, ability and seniority. The Association, through a designated representative, shall participate in the process of formulating recommendations to the Sheriff on the selection of applicants. It is recognized that the assessment of ability and qualifications of 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.

Deputies assigned preferred positions will have a Monday through Friday work schedule, with the exception of Classification Deputy and Visiting Corrections Deputy.

The Department shall maintain two (2) Corrections Deputies on Day Shift, one (1) on Afternoon Shift and one (1) on Mid-afternoon Shift as Jail Information Corrections Deputy. One (1) Corrections Deputy will be assigned as the Video Court Corrections Deputy.

An employee is permitted to remain in a preferred job for three (3) years before the possibility of removal through the exercise of bumping rights by a senior employee, which bump is subject to the Sheriff's discretion. If a senior employee does not bump, the incumbent employee may remain in a preferred job for one (1) additional year. There will be a one year exclusionary period before reapplying for the preferred position previously held. Any additional assignment to the Jail Information Corrections Deputy job shall be at the sole discretion of the Sheriff and may be offered to any employee within the Department.

- C. In the event that no employee signs up for a specific preferred position, the Sheriff may fill the position with the least senior employee. An employee may elect to leave the position after one (1) year. If no employee submits a bid for the vacancy, the Sheriff must select the next least senior employee if the job is to remain filled.
- D. When an Employee is reassigned from a preferred assignment back to regular duties, said Employee shall be afforded an opportunity to select a shift preference as provided in this Agreement.
- E. 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 Employee's ability to perform satisfactorily in the assignment. In the event that an Employee is reassigned to regular duties, the Sheriff, or designated representative, will explain to the Employee the reasons for the reassignment.
- F. Probationary Employees, as defined in Article 8, Probationary Period, Paragraph A (New Employees), shall not be eligible for any preferred assignment.
- G. For the purpose of this Article, any newly created job assignment may be deemed to be a Preferred Job Assignment by mutual agreement of the parties. The Employer shall meet and confer with the MCPDSA prior to establishing any newly created job assignment.

ARTICLE 11

SHIFT PREFERENCE

- A. Employees in the classification of Corrections Deputy 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. Corrections Deputies 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.
- 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, requests shall first be made for volunteers. 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 12

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 of 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 Chairman of the Office of the County Executive, the Chairman of the Budget Committee, the Finance Director and the Human Resources and Labor Relations Director.
- 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 of 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 Association does not agree that the rate is proper, the Association or Employee shall have the right to submit the matter to the grievance procedure at the second step.
- D. Payroll errors will be corrected by the Employer as soon as administratively possible.

ARTICLE 13

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.
- 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 14

SHIFT PREMIUM

- A. Shift premium shall be paid to Employees in the classification of Corrections Deputy as follows:

Eligible Employees working the afternoon shift shall receive a \$.50 per hour addition to their base hourly wage rate. Eligible Employees working the midnight shift shall receive a \$1.00 per hour addition to their base hourly wage rate. Corrections Deputies must have completed one (1) year in their respective classification to be eligible for the shift premium.

- B. For purposes of this Article, the term "afternoon shift" shall mean any shift with a scheduled starting time on or after 1:00 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. Examples: An Employee who begins on the midnight shift and works over into the day shift would receive midnight shift premium for all hours (see below) including time on the day shift. An Employee who begins on day shift and works over into the afternoon shift would receive no shift premium (see below) for afternoon shift hours; PROVIDED, HOWEVER, if an Employee works four (4) or more hours into another shift, said Employee shall receive the premium (if any) of that succeeding shift. Examples: An Employee working from afternoons four (4) hours into the midnight shift would receive four (4) hours of midnight shift premium. An Employee working from midnights four (4) hours into the day shift would not receive midnight shift premium for the four (4) hours into the day shift. Shift premium shall be paid only for hours worked, except for compensatory time and funeral leave.

ARTICLE 15

HOLIDAY BENEFITS

- A. Employees shall be entitled to holiday pay, compensated in cash, for sixteen and one-half (16 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:

January 1 st (New Year's Day) ⁺	November 11 th (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)	December 25 th (Christmas Day) ⁺
June 19 th (Juneteenth) (observed)	December 31 st ⁺
July 4 th (Independence Day) ⁺	General Election Day *
Labor Day ⁺ (observed)	Good Friday (1/2 day)
Columbus Day (observed)	

* 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, fifteen and one-half (15 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 above-listed 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 scheduled day before and the scheduled day after the holiday, unless excused with pay for the entire day, 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 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 16

OVERTIME PAY AND PROCEDURE

- A. Overtime Pay:
1. Overtime Pay shall be allowed at the rate of time and one-half (1 1/2) 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 17, 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 1/2) 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. The final average compensation (FAC) used for calculating pension benefits, for all members hired into the bargaining unit on or after January 1, 2008, under this contract and the Macomb County Employees Retirement System Ordinance shall exclude all overtime payments.
 4. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.
- 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; 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 one hundred and four (104) hours per calendar year. 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.

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 cash payment.

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, as limited by Article 24, Retirement Benefits.

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 "Corrections Deputy Overtime Call-In Book(s)". Additionally, overtime work shall be logged in the "Overtime Log" which shall be maintained by the Association. Overtime hours shall be logged only in units of two (2) hours or more.
3. Corrections Deputies 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.
4. The Employer shall make every attempt to equalize overtime by first offering overtime to the Corrections Deputy 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.

5. Corrections Deputies will first be called from the shift for which the overtime is required to be worked. In the event that there are no Corrections Deputies 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.
6. If the overtime opportunity cannot be filled as described above, those employees in the Corrections Deputy classification who have signed up to work a double shift and employees in other classifications, provided that they are trained and qualified to perform 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.
7. 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.

8. Whenever a Corrections Deputy is off work due to Sick Leave or has been approved to have someone scheduled to work for them, that Corrections Deputy will not be allowed to work overtime on that shift or the following two (2) shifts.
9. 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.
10. Any Deputy, who is available for assignment to Road Patrol and, who refuses to work a Road Patrol opportunity, shall not be eligible to work any overtime opportunity governed by this collective bargaining agreement on the shift for which the Road Patrol overtime was offered and refused.
11. 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.

ARTICLE 17

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 1/2), 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 1/2]);
 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 18

ANNUAL LEAVE/PAID TIME OFF (PTO)

A. Participants in the Deferred Retirement Option Plan are not subject to Article 18, Annual Leave/Paid Time Off, but shall receive Paid Time Off in the manner described in Article 25, Deferred Retirement Option Plan.

B. Full-time employees shall be entitled to accrue Annual Leave/Paid Time Off time bi-weekly according to the following schedule:

<u>Years Of Consecutive Full Time 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

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).

C. Annual Leave/Paid Time Off days may be accumulated to a maximum of thirty (30) work days.

D. Annual Leave/Paid Time Off shall be available for use upon accrual.

E. Upon termination of employment, an Employee shall be compensated for their Annual Leave/Paid Time Off at the rate of pay said Employee received at the time of termination.

F. 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.

G. Full time employees may request Annual Leave/Paid Time Off conversion to cash payment of up to forty (40) hours per conversion, maximum of eighty (80) 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 with the cash payment to be made on the second pay of March and August with the cash payment to be made on the second pay of September in a regular paycheck with normal deductions.

H. Vacation schedules for Employees of all Departments shall be developed by the Sheriff or designee and must have their 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 Association.
 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 in lieu of time off and such leave pay shall be deducted from their accumulated Annual Leave/Paid Time Off. This shall be restricted to a period of one (1) week in any Annual Leave/Paid Time Off.
- I. Subject to the terms and conditions of this Article, fourteen (14) vacation slots shall be available and the current procedures for selecting vacations for Corrections Deputies, will remain in full force and effect.

ARTICLE 19

SICK LEAVE

- A. Participants in the Deferred Retirement Option Plan are not subject to Article 19, Sick Leave, but shall receive Sick Leave in the manner described in Article 25, Deferred Retirement Option Plan.
- B. Regular full-time employees shall accrue a Sick Leave bank at the rate of up to 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).

- C. For Sick Leave usage only, the unused Sick Leave accumulation maximum that an employee can earn will be one hundred eighty (180) work days.

For accumulated Sick Leave payoff purposes, as provided in this article, the maximum Sick Leave accumulation will retain its cap of one hundred twenty-five (125) work days.

- D. 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 their immediate family who requires their 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 mother-in-law, current father-in-law, current spouse, children, current daughter-in-law, current son-in-law, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is 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 Corrections Deputy when it would result in more than two (2) Corrections Deputies 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.

- E. Any Employee absent for one of the reasons mentioned above shall inform their 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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 bank, 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.
- J. 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.
- K. Accumulated Sick Leave Payoff for employees in the Defined Benefit Plan
 1. The maximum Accumulated Sick Leave available to be paid off is one hundred twenty-five (125) work days. Any accumulated sick leave above the one hundred twenty-five (125) work days will be

considered excess sick leave.

- 2. Retirement: An employee who leaves employment because of retirement and is eligible for receives a pension under Macomb County Employees' Retirement Ordinance, shall be paid for seventy percent (70%) of their accumulated and unused Sick Leave at employee's then current rate of pay.
- 3. Payoff When There is No Retirement: In case of death of an employee, payment of seventy-five percent (75%) of their accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's estate.
- 4. Excess sick leave, up to a maximum of 440 hours, will be paid at the time of separation from the County to either those eligible to receive benefits under Macomb County Employees' Retirement Ordinance or to those who have participated in the DROP. The cash payment will be made in the payoff check with normal deductions. This payment will not be included in the Final Average Calculation (FAC).

L. Sick Leave payoff for employees in the Defined Contribution (401(a) Plan):

Upon separation of employment, an employee shall be compensated for a portion of their unused sick leave up to one hundred twenty-five (125) work days. The rate of pay will be based on the employee's hourly rate at the time of separation. The payoff will be based on a percentage in accordance with the following schedule:

<u>Continuous years of Full Time Service</u>	<u>Percentage Payoff Amount</u>
After 5 years	25% of a maximum of 125 work days
After 10 years	50% of a maximum of 125 work days

The cash payment will be made in the final payoff check with all normal payroll deductions.

ARTICLE 20

BEREAVEMENT LEAVE

Upon presentation of proof as required by the Employer, such as, but not limited to, newspaper death or obituary notices, the following Bereavement Leave Policy 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 mother-in-law, current father-in-law, current spouse, children, current daughter-in-law, current son-in-law, 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/Paid Time Off 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 21

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 Human Resources and Labor Relations Department Director.
 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 their 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 their 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 22

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.

While on an approved Personal Leave, an employee must exhaust annual leave/paid time off and compensatory time prior to entering unpaid status.

- d. An approved Personal Leave shall not exceed 6 months.
- e. 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.
- f. 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 effective immediately.
- g. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Personal Leave.
- h. 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 their 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 prior to entering unpaid status.
- 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 23, 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 their military orders.

- c. Any employee on an approved USERRA Military Leave of Absence shall be eligible for the following benefits as a result of their Military Leave of Absence: differential pay, medical, prescription drug, dental and vision benefits, life insurance, Retirement eligibility, or 401(a) vesting, 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 23

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, effective their first day of employment with Macomb County.

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.

- 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 comply with PA 152. Prior to the implementation of any deductions, the Employer will meet and confer on design, plan or carrier changes to comply with 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 employees 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 into the County 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 into the County 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.
 - b. 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 into the County 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. All employees who retire or DROP after November 1, 2013, will have the medical and prescription drug plan as outlined in Appendix C, Post-November 1, 2013 Retirees, until they are Medicare eligible, subject to the limitations and provisions of D.2. and D.4. of this Article. This provision does not apply to employees who retire or DROP prior to November 1, 2013.
 4. 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.
 5. 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.
 6. 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.

7. 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 D, Active Employees Dental Benefits or its substantial equivalence.

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 E, Active Employees Vision Benefits, or its substantial equivalence.

- G. Liability: 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 24

RETIREMENT BENEFITS

- 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 Benefits Article.

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

1. The final average compensation (FAC) used for calculating a pension 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/Paid Time Off bank payments made at the time of retirement.

The final average compensation (FAC) used for calculating a pension, for all members hired into the bargaining unit on or after January 1, 2008, under this contract and the Macomb County Employees Retirement System Ordinance shall exclude all overtime and compensatory time payments.

2. The final average compensation (FAC) used for calculating a pension 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 paid, not when they were earned by the employee.
3. Corrections Deputy: Corrections 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 their savings fund at the time of retirement; and
2.
 - a. 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 2.40% 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. The 2.40% multiplier applies to years of credited service through January 6, 2023.
 - b. Effective January 7, 2023, 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 up to twenty-five (25) years and nothing thereafter. The 2.64% multiplier applies to years of credited service beginning January 7, 2023. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.
 - c. Employees who have credited service under both B.3.a.2.a. and B.3.a.2.b. above will receive a calculation under each for a combined County pension.

For example, the calculation for an employee hired on December 31, 2002 that retires on December 31, 2027 with 25 years of service would be calculated as follows 2.4×20 (service credit through 1-6-2023) 2.64×5 (service credit from 1-7-2023 through 12-31-2027).

3. Effective January 1, 2008, in no case shall the Straight Life pension 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 pension calculation prior to an applicable actuarial adjustment, if any, for the member's selection of an optional form of pension or the annuity withdrawal option and shall also apply to the member's DROP benefit.
- b. Employees in the classification of Corrections Deputy shall contribute four percent (4%) of their compensation to the retirement system.

Effective January 7, 2023, employees in the classification of Corrections Deputy shall contribute five and eighteen hundredths percent (5.18%) of their compensation to the retirement system.

- c. The final average compensation used for calculating a pension for Corrections Deputy shall be based on the average of an employee's seventy-eight 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 Corrections 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 they desire to be retired. Upon their retirement they shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.

Employees hired into the County after June 1, 2013 may apply for voluntary retirement after completing twenty-five (25) actual years of credited service regardless of age or upon completing fifteen (15) credited years of service and attaining age sixty (60).

- e. In the event a former member is re-employed by the County as a full-time employee within four (4) years from their last separation date, membership is reinstated.
 - 1. For employees who have multiple terms of employment as a member in Macomb County Employees' Retirement System, the following shall apply:
 - a. If an employee was vested during the first term of employment, the pension will be calculated per the terms of the original date of hire.
 - b. If an employee was not vested during the first term of employment, the pension will be calculated per the terms of the employee's rehire date.
- f. In the event a former member is re-employed by the County as a full-time employee and it has been four (4) or more years since their last separation date, their membership will not be reinstated, and they will enter the 401(a) Defined Contribution plan.
- g. Survivor Benefit: Any vested Corrections Deputy who continues County employment 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 their death, notwithstanding that they might not have attained age sixty (60) years, (2) elected Option A of the Retirement Ordinance, and (3) nominated their spouse as beneficiary.
- h. Annuity Withdrawal: Any member employed by the Macomb County Sheriff's Department in the classification of Corrections 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, excluding non-duty disability and non-duty death. 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 established by the Pension Benefit Guaranty Corporation, or, if such a rate is unavailable, by the Macomb County Employees' Retirement System Ordinance for such annuity withdrawals. 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.
- i. 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

their beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, their 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 their 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 their 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 their beneficiary to the Secretary of the Retirement Board.

C. Deferred Retirement Option Plan (DROP): The Memorandum of Understanding executed in 2007 regarding the Deferred Retirement Option Plan (DROP) is incorporated by reference herein as Article 25, Deferred Retirement Option Plan. Vesting for purposes of DROP excludes service time under Reciprocal Act 88.

D. 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 who meets the Employer contribution vesting requirements as outlined in Section D.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 D.1.
3. Will participate in a Defined Contribution Retirement Plan. Employees shall contribute three percent (3%) of the employee's base pay and the Employer shall contribute six percent (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 their contribution by one percent (1%) of the employee's base pay. Per IRS regulations, the additional 1% contribution is a post-tax contribution. If such election is made by the employee, the Employer shall increase its contribution from six percent (6%) to eight percent (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%

ARTICLE 25

DEFERRED RETIREMENT OPTION PLAN (DROP)

Eligible employees may elect to participate in the Deferred Retirement Option Plan (DROP). Eligibility, terms, and conditions of DROP participation are set forth below, including the payment of certain fringe benefits to DROP participants, Longevity, Paid Time Off and Sick Leave.

A. Eligibility: An employee who is a member of the Macomb County Employees' Retirement System may voluntarily elect to participate in the DROP with a minimum of a thirty (30) day notice, at any time after attaining the minimum age and service requirements for a normal service retirement. Vesting for the purposes of DROP excludes service time under Reciprocal Act 88.

B. Participation: The maximum period for DROP payments credited to the account is five (5) years (the "Participation Period"). There is no minimum time period for participation.

Effective January 1, 2023, for new entries into DROP, upon reaching the five (5) year maximum DROP participation period, the DROP participant shall terminate his/her employment.

C. DROP Payment: Upon termination of employment, the retiree shall receive the monthly pension previously credited to their DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension otherwise payable to the DROP account. Interest on the DROP account will continue to accrue during such a forfeiture.

D. Election to Participate: Participation in the DROP is irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall be eligible to begin at the start of a pay period and must complete and sign such application form. Such application shall be reviewed by the Human Resources and Labor Relations Department within a reasonable time period and a determination shall be made 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, they 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 paid, not when they were earned 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.

E. DROP Account: The employee's DROP Account shall be the regular monthly pension with interest to which the employee would have been entitled if they had actually retired on the DROP date. The payment shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, their optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance and/or the applicable Collective Bargaining Agreement shall be irrevocable. 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.

F. 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 pension from the Macomb County Employees Retirement System, after termination of employment.

The annuity withdrawal amount (accumulated contributions and interest) will be disbursed from the Macomb County Employees Retirement System within sixty (60) days from the first DROP deposit. 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 they elect to participate in the DROP.

- G. Contributions: The employee's contributions to the Macomb County Employees Retirement System shall cease
- H. Distribution of DROP Account Funds: The employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from their 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 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 a lump sum distribution to the employee.

- I. 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 above. 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.
- J. 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 the Macomb County Office of the Sheriff, 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.
- K. 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.
- L. 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.
- M. Annual Leave/Paid Time Off, and Sick Leave in Final Average Calculation: The collective bargaining agreement may provide for the crediting of both Annual Leave/Paid Time Off and Sick Leave banks for inclusion in determining an employee's final average compensation for purposes of computing an employee's pension.

At the effective date of an employee's participation in the DROP, an employee's Annual Leave/Paid Time Off and Sick Leave bank shall be "credited" and/or 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/Paid Time Off and Sick Leave shall be determined as set forth in the collective bargaining agreement.

N. Longevity, Annual Leave/Paid Time Off and Sick Leave: After the effective date of an employee's participation in the DROP, the employee's Longevity, Annual Leave/Paid Time Off and Sick Leave shall be determined as set forth below.

1. Longevity for DROP Participants:

- a. DROP Participants: At the time an employee elects to participate in the DROP they shall receive, as part of their payoff, a prorated amount of longevity compensation. 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 b, below.
- b. 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 listed below.

<u>STEP</u>	<u>CONTINUOUS YEARS OF FULL TIME SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR</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 DROP participants. It shall be considered a part of the regular compensation and, as subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- d. Payments to eligible DROP participants as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- e. DROP participants who terminate employment shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed.

2. Annual Leave/Paid Time Off for Drop Participants:

- a. 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 earned based upon their years of service at the commencement of DROP participation, according to the following schedule.

<u>Years Of Consecutive Full-time 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. 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 a, above.
- c. Annual Leave/Paid Time Off not utilized by an employee by December 31st of a calendar year shall be forfeited.
- d. 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.
- e. 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 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.
- f. DROP participants may request Annual Leave/Paid Time Off conversion to cash payment of up to forty (40) hours, maximum of eighty (80) 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 with the cash payment to be made in the second pay in March and August with the cash payment to be made in the second pay 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:
 - i. 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 Association.
 - ii. 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.
 - iii. 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.

- iv. 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.
- v. 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.
- vi. 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 in lieu of time off and such leave pay shall be deducted from their accumulated Annual Leave/Paid Time Off. This shall be restricted to a period of one (1) week in any Annual Leave/Paid Time Off.
- h. Subject to the terms and conditions of this Article, fourteen (14) vacation slots shall be available and the current procedures for selecting vacations for Corrections Deputies, will remain in full force and effect.

3. Sick Leave for DROP Participants:

- a. DROP participants shall be entitled to Sick Leave calculated in the following manner:
 - i. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP.
 - ii. 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.
 - iii. After the exhaustion of the six (6) Sick Leave days provided for above, DROP participants may utilize that Excess Sick Leave, accrued during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated at the time of entry into the DROP.
 - iv. DROP participants who are employed on December 31st of each year and have not exhausted the six (6) sick leave days provided for in paragraph i., above, shall receive a pay out of up to three (3) of the unused sick leave days. Payment will be made the following January.
 - v. There shall be no compensation for any Sick Leave time remaining in the DROP participant's Sick Leave bank upon separation from employment.
- b. DROP participants may utilize available sick leave for absences:
 - i. 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.
 - ii. Necessitated by exposure to contagious disease or condition in which the health of others would be endangered by attendance on duty.
 - iii. Due to illness of a member of their immediate family who requires their 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 mother-in-law, current father-in-law, current

spouse, children, current daughter-in-law, current son-in-law, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is a member of the Employee's household.

iv. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.

v. 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 Corrections Deputy when it would result in more than two (2) Corrections Deputies 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. DROP participants absent for one of the reasons mentioned above shall inform their 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.

d. The DROP participant 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.

e. 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.

f. 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.

g. A DROP participant 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 bank, 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.

h. Sick Leave shall be available for use upon accrual.

ARTICLE 26

LONGEVITY

A. Participants in the Deferred Retirement Option Plan are not subject to Article 26, Longevity, but shall receive Longevity in the manner described in Article 25, Deferred Retirement Option Plan.

B. The Parties recognize employees who have a record of long continued employment and service with the County of Macomb and value the experience gained through such length of service.

- C. The basis of longevity compensation is as follows:
1. Eligibility of a full-time employee shall commence when such employee shall have completed fifteen (15) years of continuous full-time employment on or before October 31st of any year.
 2. Continuous employment shall not be considered interrupted when absences arise as paid vacations, paid Sick Leave, approved Leave of Absence and paid Worker's Compensation period not to exceed one year.
 3. The following schedule shall be used as a basis for longevity payments, paid to such employees as of October 31st, provided said employees qualify as to length of service, as per Paragraph C.1 of this Article, as follows:

<u>STEP</u>	<u>CONTINUOUS YEARS OF FULL TIME SERVICE ON OR BEFORE OCTOBER OCTOBER 31st OF EACH YEAR</u>	<u>AMOUNT</u>
1	15 through 19	\$600
2	20 through 24	\$800
3	25 and thereafter	\$1,000

- D. 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 Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- E. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- F. 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.
- G. Employees hired into the County after January 1, 2012 will not be eligible for Longevity.

ARTICLE 27

MANAGEMENT RIGHTS

- A. The Employer retains and shall have the sole and exclusive right and authority to of facilities to be operated; to determine the methods, procedures and services to be provided; 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, however, such rights shall not be exercised by the Employer manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope of services to be furnished, and the type in violation of any of the express terms and provisions of this Agreement.
- B. The Employer, in addition to the rights set forth in Paragraph A above, shall have the right to hire, promote, assign, transfer, discipline (up to and including discharge), layoff and recall; to establish work rules, and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.

- C. The Employer retains and shall have the sole and exclusive right to administer, without limitation, implied or other, all matters not specifically and expressly covered by the provisions of Paragraphs A and B of this Article, except as otherwise provided in this Agreement.

ARTICLE 28

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 29

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 30

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 31

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, nor construed, as salary or base wages.
- B. Eligible employees shall receive the following annual Hazard Pay:

Corrections Deputy	\$420
--------------------	-------
- C. Hazard Pay 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.

ARTICLE 32

ASSOCIATION BULLETIN BOARDS

- A. The Employer shall permit the Association to place Union bulletin boards in the following locations:
- Booking, Locker Room Hallway, Side Entrance
- B. Association bulletin boards shall be kept under lock and key and may be used by the Association for purposes of Association business only. Said bulletin boards shall not be used by the Association to disseminate propaganda, or the posting of non-Association political matters.

ARTICLE 33

EDUCATION ALLOWANCE

- A. The Employer and Association 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 of 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 34

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:

Corrections Deputy: \$750

In order to be eligible for the Uniform Allowance payment, employees must have completed a minimum of 6 months of service in the Corrections Deputy 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 Corrections Deputies shall have a \$1,200 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. If the Employee voluntarily leaves the Corrections Deputy classification within one year of hire, the Employee will reimburse Macomb County, on a prorated basis, the amount provided for per Section C.

E. Effective May 9, 2018, currently employed Macomb County Corrections Deputies, chosen to be sponsored by the Macomb County Sheriff's Office to attend the Police Academy, shall be eligible for \$1,000 in an established account at a uniform vendor prior to attending the Police Academy to purchase necessary gear. At the time of the promotion to Deputy, an additional \$1,000 will be available in the established account at the uniform vendor to purchase any additional uniform and related equipment that complies with the specifications set forth by the Macomb County Sheriff's Department.

1. If the Employee voluntarily leaves the sworn Deputy classification within two years of hire or graduation from the Police Academy, the Employee will reimburse Macomb County for the full amount provided for per Section D.

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 35

CLEANING AND LAUNDRY

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

Uniforms as required by Department regulations, shall be taken to a designated commercial establishment for cleaning, at the Employer's expense. The items covered include trousers, shirts and sweaters.

ARTICLE 36

OUT OF CLASSIFICATION ASSIGNMENTS

The Employer may not assign any employee to perform work in the Corrections Deputy classification unless that person is trained and qualified to act as a Corrections Deputy.

ARTICLE 37

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. 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:

- a. The Employee has a good work record;
- b. There is no evidence of any other illegal conduct other than use (such as unlawful selling and/or distribution);
- c. There is no prior record of use;
- d. The Employee has no prior criminal record;
- e. The Employee's disciplinary record is not substantial;

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

ARTICLE 38

WAGES

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

ARTICLE 39

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 40

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 Corrections Sergeant I in the Macomb County Sheriff's Department shall be made in accordance with this Article.
- B. Corrections Sergeant I examinations shall consist of the following components which shall be scored and weighted as follows:

1. Written - up to 50 pts. - (job related test)
2. Inside oral – up to 15 pts. - (job related test)
3. Outside oral – up to 30 pts. - (determine promotion ability)
4. Seniority up to 1 point (1/2) for each year of service in the Sheriff's Department (maximum of 15 points).
5. Education up to - 6 pts.
 Certificate or - 1 pt.
 30 semester credits, or
 45 quarter credits.
 Associate or - 3 pts.
 60 semester credits, or
 90 quarter credits
 Bachelor's - 5 pts.
 Master's- 6 pts.

These are non-cumulative.

- C. The parties recognize that the form, substance and procedures of each part of the Corrections 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.
- D. Corrections Sergeant I vacancies shall be filled by the Sheriff as follows:
1. First vacancy shall be selected by the Sheriff 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.
- E. Test results shall be posted by name of examinee in order of overall score. Actual scores shall not be posted, only the names of those receiving a passing grade (70 points or over), in order of achievement shall be posted.

ARTICLE 41

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 42

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 43

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.

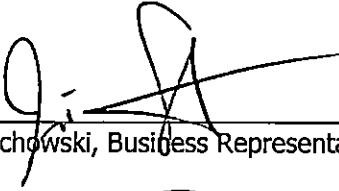
ARTICLE 44

TERMINATION OR MODIFICATION

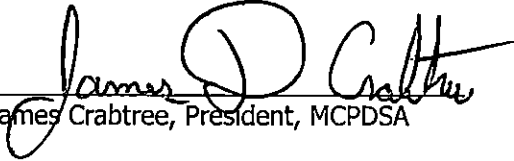
- A. This Agreement shall be and continue in full force and effect until December 31, 2024.
- B. If either party desires to terminate or modify this Agreement, it shall, no later than one hundred twenty (120) days prior to the termination date, give written notice of termination or modification. If neither 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 notice of termination or modification by either party no later than one hundred twenty (120) days written notice 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 Macomb County Professional Deputy Sheriff's Association, on behalf of its represented employees, hereby cause this Agreement to be executed.

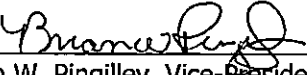
FOR THE UNION:



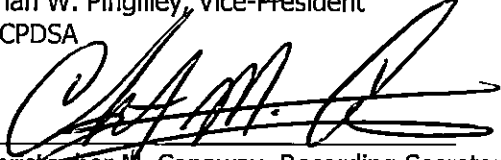
Jim Stachowski, Business Representative
POLC



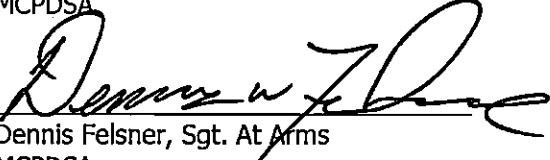
James Crabtree, President, MCPDSA



Brian W. Pingilley, Vice-President
MCPDSA

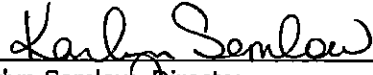


Christopher M. Conaway, Recording Secretary
MCPDSA




Dennis Felsner, Sgt. At Arms
MCPDSA

FOR THE EMPLOYER:



Karlyn Semlow, Director
Human Resources and Labor Relations



Anthony M. Wickersham, Sheriff
Macomb County

Dated: 9-18-23

APPENDIX A

**MCPDSA - Corrections Deputies
effective January 1, 2023 - December 31, 2023**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$59,156.66	\$60,755.50	\$62,354.32	\$63,953.15

**MCPDSA - Corrections Deputies
effective January 1, 2024 - December 31, 2024**

<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
\$62,706.06	\$64,400.83	\$66,095.58	\$67,790.34

Appendix B
Active Employee Benefits

Blue Care Network

As a self-funded group, you are solely responsible for compliance with the federal Summary of Benefit and Coverage (SBC) rules, including SBC creation and distribution. BCN does not assume any responsibility for SBC rule compliance relating to your group health plan, or for creation or disclosure of compliant SBCs. This SBC template document is being provided as an example that may contain useful information concerning your BCN administered coverage as you create your own group health plan's SBC. This SBC template document being provided is not fully compliant with the SBC federal rules. It is your responsibility to work with your legal counsel to ensure proper compliance with the federal SBC rules. This SBC template document does not constitute legal, tax, actuarial, accounting, benefit design, compliance or other advice. BCN disclaims any liability or responsibility for any non-compliance by your group health plan with SBC rules and regulations relating to creation, disclosure or other requirements. You should also note that there may be additional special circumstances which may be applicable to your specific group health plan situation which may affect SBC content, including but not limited to account type arrangements such as flexible spending accounts (FSA), health reimbursement arrangements (HRA), and health savings accounts, (HSA), or for example, wellness programs, reference based pricing or benefits, or coverage not administered by BCN, or whether the coverage provides minimum essential coverage.

CLSSLG

Macomb Co Employees - Hard Cap-Active/COBRA

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

Coverage for: All Plan Types

Plan Type: TPA

BCN HMO Active Employees



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 plan 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 network providers.	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a provider 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.
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 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
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"

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>	\$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 preauthorized
	<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% coinsurance for TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy
	Physician/surgeon fee	No charge	Not covered	See "Hospital Stay surgery 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> .
	<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

BCN HMO Active Employees

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)	
	Hospice services	No charge	Not covered	Inpatient care requires preauthorization. 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.)

- | | | |
|--|--|---|
| <ul style="list-style-type: none">• Acupuncture (if prescribed for rehabilitation purposes)• Cosmetic surgery• Dental Care (Adult)• Elective Abortion | <ul style="list-style-type: none">• Long-term care• Non-emergency care when traveling outside the U.S.• Private-duty nursing | <ul style="list-style-type: none">• 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.)

- | | |
|---|---|
| <ul style="list-style-type: none">• Bariatric surgery• Chiropractic care | <ul style="list-style-type: none">• Infertility treatment• Hearing Aid |
|---|---|

Macomb County Blue Care Network Plans generally requires/allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Blue Care Network Plan designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Macomb County at (586) 469-5280.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from Blue Care Network or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Macomb County HRLR Department at (586) 469-5280.

BCN HMO Active Employees

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
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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
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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
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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 بحلجة لمساعدة، فليك 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 بالفعل.

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 •
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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 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、またはお客様の身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.

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://ociportal.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

As a self-funded group, you are solely responsible for compliance with the federal Summary of Benefit and Coverage (SBC) rules, including SBC creation and distribution. BCBSM does not assume any responsibility for SBC rule compliance relating to your group health plan, or for creation or disclosure of compliant SBCs. This SBC template document is being provided as an example that may contain useful information concerning your BCBSM administered coverage as you create your own group health plan's SBC. This SBC template document being provided is not fully compliant with the SBC federal rules. It is your responsibility to work with your legal counsel to ensure proper compliance with the federal SBC rules. This SBC template document does not constitute legal, tax, actuarial, accounting, benefit design, compliance or other advice. BCBSM disclaims any liability or responsibility for any non-compliance by your group health plan with SBC rules and regulations relating to creation, disclosure or other requirements. You should also note that there may be additional special circumstances which may be applicable to your specific group health plan situation which may affect SBC content, including but not limited to account type arrangements such as flexible spending accounts (FSA), health reimbursement arrangements (HRA), and health savings accounts, (HSA), or for example, wellness programs, reference based pricing or benefits, or coverage not administered by BCBSM, or whether the coverage provides minimum essential coverage. If you have an ASC Plan Modification, it may be defined here in only a limited way.

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 for: Individual/Family | Plan Type: PPO



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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 limit</u> 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 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, <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 limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card 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.
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 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 needed 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 <u>prescription drug coverage</u> 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	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. Select diabetic supplies and devices may be covered under the prescription drug program.
	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	<u>Emergency room care</u>	\$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.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Mileage limits apply
	<u>Urgent care</u>	\$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 tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</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	<u>Home health care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Physician certification required.
	<u>Rehabilitation services</u>	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.
	<u>Habilitation services</u>	Not covered for Applied Behavior Analysis; Not covered for Physical, Speech and Occupational Therapy	Not covered for Applied Behavior Analysis; Not covered for Physical, Speech and Occupational Therapy	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)	
	<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	Physician certification 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

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

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
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In this example, Peg would pay:

<u>Cost Sharing</u>	
Deductibles	\$1,500
Copayments	\$10
Coinsurance	\$1,700
<u>What isn't covered</u>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,270

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	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
Deductibles	\$900
Copayments	\$800
Coinsurance	\$0
<u>What isn't covered</u>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,720

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	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
Deductibles	\$1,500
Copayments	\$90
Coinsurance	\$70
<u>What isn't covered</u>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,660

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, copayments, or coinsurance, 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 تساعده بحاجة لمساعدة، فلديك 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. إن لم تكن مشتركاً بالفعل.

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。

ہیہ ہمارا مقصد ہے کہ ہم آپ کی زبان میں آپ کو مدد اور معلومات فراہم کر سکیں۔ اگر آپ یا آپ کی مدد کرنے والی شخص کو مدد کی ضرورت ہے تو آپ کو کوئی بھی اخراج نہیں ہونا چاہیے۔ آپ کو اپنے زبان میں مدد کرنے کے لیے ہمیں 877-469-2583 یا TTY: 711 پر کال کریں۔

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 পেছলে 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、またはお客様の身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 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 informasyon sa iyong wika ng walang gastos. Upang makausap ang Isang tagasalín, 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)

As a self-funded group, you are solely responsible for compliance with the federal Summary of Benefit and Coverage (SBC) rules, including SBC creation and distribution. BCBSM does not assume any responsibility for SBC rule compliance relating to your group health plan, or for creation or disclosure of compliant SBCs. This SBC template document is being provided as an example that may contain useful information concerning your BCBSM administered coverage as you create your own group health plan's SBC. This SBC template document being provided is not fully compliant with the SBC federal rules. It is your responsibility to work with your legal counsel to ensure proper compliance with the federal SBC rules. This SBC template document does not constitute legal, tax, actuarial, accounting, benefit design, compliance or other advice. BCBSM disclaims any liability or responsibility for any non-compliance by your group health plan with SBC rules and regulations relating to creation, disclosure or other requirements. You should also note that there may be additional special circumstances which may be applicable to your specific group health plan situation which may affect SBC content, including but not limited to account type arrangements such as flexible spending accounts (FSA), health reimbursement arrangements (HRA), and health savings accounts, (HSA), or for example, wellness programs, reference based pricing or benefits, or coverage not administered by BCBSM, or whether the coverage provides minimum essential coverage. If you have an ASC Plan Modification, it may be defined here in only a limited way.

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 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?	Premiums, <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> 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
	<u>Specialist</u> visit	No Charge	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	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	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	20% <u>coinsurance</u>	None
	<u>Imaging</u> (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 <u>prescription drug coverage</u> 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	<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	\$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
	<u>Emergency room care</u>	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; <u>deductible</u> 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
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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
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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
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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

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

Health Alliance Plan



Alliance Health and Life Insurance Company

AS000098 / XR002358 / XW000713

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

AS000098 XR002358 XW000713

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 1-800-422-4641 or visit <http://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 1-800-422-4641 to request a copy.

Important Questions	Answers	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>deductibles</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> ?	Out-of-Pocket Limit: \$6,600 individual/ \$13,200 family.	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> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover. All other cost share accumulates unless otherwise specified in Plan Documents.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.hap.org or call 1-800-422-4641 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>plans 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.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	Written <u>referrals</u> are not required for <u>specialist</u> visits within the member's assigned <u>network</u> for selected services. <u>Referrals</u> or oral approvals are required in other instances. Further information on the <u>referral</u> 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 Copay	Not Covered	
	Specialist visit	\$40 Copay	Not Covered	
	Other practitioner office visit	Telehealth Visit: \$25 Copay Chiropractic Visit: Not Covered	Not Covered	Telehealth: Through our contracted telehealth services provider.
	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 <u>preventive services</u> . Ask your <u>provider</u> if the services needed are <u>preventive services</u> . Then check what your <u>plan</u> 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>

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 drugs to treat your illness or condition. More information about <u>prescription drug coverage</u> is available at www.hap.org	Preferred Generic drugs	\$20 <u>Copay</u> / prescription (retail)	Not Covered	Costs shown apply to a 30-day supply of drugs. A 90-day supply of non-maintenance drugs must be filled at our designated mail order pharmacy. Other exclusions & limitations may apply. Applies to all Generic and Brand type drugs.
	Non-preferred Generic drugs	\$20 <u>Copay</u> / prescription (retail)	Not Covered	
	Preferred Brand drugs	\$40 <u>Copay</u> / prescription (retail)	Not Covered	
	Non-preferred Brand drugs	\$60 <u>Copay</u> / prescription (retail)	Not Covered	
	Preferred <u>Specialty</u> drugs	\$60 <u>Copay</u> / prescription (retail)	Not Covered	All <u>specialty</u> drugs are limited to a 30-day supply at a specialty pharmacy only. Certain <u>specialty</u> drugs may be approved for 60 or 90 days. In this case, if a <u>Copay</u> or max is shown, You will pay 2 times that amount for a supply up to 60 days, and 3 times that amount for a supply of up to 90 days. Other exclusions & limitations may apply.
	Non-preferred <u>Specialty</u> drugs	\$60 <u>Copay</u> / prescription (retail)	Not Covered	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center(ASC))	No Charge	Not Covered	Some services require <u>preauthorization</u> .
	Physician/surgeon fees	No Charge	Not Covered	
If you need immediate medical attention	<u>Emergency room care</u>	\$200 <u>Copay</u>	\$200 <u>Copay</u>	<u>Copay</u> will be waived if admitted
	<u>Emergency medical transportation</u>	No Charge	No Charge	Emergency transport only
	<u>Urgent care</u>	\$50 <u>Copay</u>	\$50 <u>Copay</u>	
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	

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 mental health, behavioral health, or substance abuse services	Outpatient services	\$25 Copay	Not Covered	Some services require <u>preauthorization</u> . Services can be accessed by calling 1-800-444-5755.
	Inpatient services	No Charge	Not Covered	Services require <u>preauthorization</u> . Services can be accessed by calling 1-800-444-5755.
If you are pregnant	Office visits	\$40 Copay	Not Covered	Prenatal covered under <u>Preventive Services</u> .
	Childbirth/delivery professional services	No Charge	Not Covered	
If you need help recovering or have other special health needs	Childbirth/delivery facility services	No Charge	Not Covered	Some services require <u>preauthorization</u>
	<u>Home health care</u>	No Charge	Not Covered	Does not include <u>Rehabilitation Services</u> ; Unlimited.
	<u>Rehabilitation services</u>	No Charge	Not Covered	May be rendered at home; Up to 60 combined visits per benefit period.
	<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. Covered for authorized services only. See Outpatient Mental Health for ABA <u>cost sharing</u> amount.
	<u>Skilled nursing care</u>	No Charge	Not Covered	Covered for authorized services; Up to 730 days. Maximum benefit renews after 60 days of nonconfinement.
	<u>Durable medical equipment</u>	No Charge	Not Covered	Covered for approved equipment only
	<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	Not Covered	One exam per benefit period. For non-routine visits see <u>Specialist Office Visit</u> .
	Children's glasses	No Charge	Not Covered	Glasses or contacts for adults and children are covered once during each 12-month consecutive period. Detailed information regarding coverage of lenses and Collection frames can be found in your policy or plan documents.
	Children's dental check-up	Not Covered	Not Covered	

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 | • Chiropractic Care | • Cosmetic Surgery |
| • Dental Care (Adult) | • Long-Term Care | • Non-Emergency Care Outside the U.S. |
| • Private Duty Nursing | • Routine Foot Care | • Voluntary Termination of Pregnancy |

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

- | | | |
|----------------------------|------------------------|-------------------------|
| • Bariatric Surgery | • Hearing Aids | • Infertility Treatment |
| • Routine Eye Care (Adult) | • Weight Loss Programs | |

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: contact the plan at 1-800-422-4641 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 <http://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 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 <http://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

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

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.

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.*-----

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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)
■ The <u>plan's overall deductible</u> \$0	■ The <u>plan's overall deductible</u> \$0	■ The <u>plan's overall deductible</u> \$0
■ <u>Specialist copayment</u> \$40	■ <u>Specialist copayment</u> \$40	■ <u>Specialist copayment</u> \$40
■ Hospital (facility) \$0	■ Hospital (facility) \$0	■ Hospital (facility) \$0
■ Other <u>coinsurance</u> 0%	■ Other <u>coinsurance</u> 0%	■ Other <u>coinsurance</u> 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)

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)

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	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
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In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$10
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$61
The total Peg would pay is	\$71

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$944
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$22
The total Joe would pay is	\$966

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$325
Coinsurance	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$325

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



Language Assistance

We want you to easily get the information you need. To request assistance in a language other than English, call (800) 422-4641 (TTY: 711).

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

تنبيه: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية مجانًا. اتصل بالرقم (800) 422-4641 أو خدمة الهاتف النصي: 711.

নজর দিন: আপনি বাংলা ভাষায় কথা বললে, ভাষা সহায়তার পরিষেবা বিনামূল্যে আপনার জন্য উপলব্ধ। (800) 422-4641 বা TTY: 711 নম্বরে কল করুন।

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 Sprachassistentendienste 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 서비스들 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 (телефакс: 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.

تعليمات: إذا كنت تتحدث اللغة العربية، فإننا نوفر لك خدمات المساعدة اللغوية مجانًا. اتصل بالرقم (800) 422-4641 أو خدمة الهاتف النصي: 711.

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

Post November 1, 2013 Retirees

Blue Care Network
(Post November 1, 2013 Retirees)



CLSSLG

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


Macomb Co Employees - Hard Cap-Retired

Coverage Period: Beginning on or after 1/1/2020

Coverage for: All Plan Types

Plan Type: TPA

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

 **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 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 plan 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> .	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.
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
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"

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>	\$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 preauthorized
	<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> .
	<u>Skilled nursing care</u>	No charge	Not covered	Requires <u>preauthorization</u> /Limited to 730 days

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>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 <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>.)		
<ul style="list-style-type: none">• Acupuncture (if prescribed for rehabilitation purposes)• Cosmetic surgery• Dental Care (Adult)• Elective Abortion	<ul style="list-style-type: none">• Long-term care• Non-emergency care when traveling outside the U.S.• Private-duty nursing• Routine eye care (Adult)	<ul style="list-style-type: none">• Routine foot care• Weight loss programs• Hearing Aids

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your <u>plan</u> document.)	
<ul style="list-style-type: none">• Bariatric surgery• Chiropractic care	<ul style="list-style-type: none">• Infertility treatment

Macomb County Blue Care Network Plans generally requires/allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Blue Care Network designates one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Macomb County at (586) 469-5280.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from Blue Care Network Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Macomb County HRLR Department at (586) 469-5280.

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
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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
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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
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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

Blue Cross Blue Shield

Community Blue PPO ASC

(Post November 1, 2013 Retirees)

As a self-funded group, you are solely responsible for compliance with the federal Summary of Benefit and Coverage (SBC) rules, including SBC creation and distribution. BCBSM does not assume any responsibility for SBC rule compliance relating to your group health plan, or for creation or disclosure of compliant SBCs. This SBC template document is being provided as an example that may contain useful information concerning your BCBSM administered coverage as you create your own group health plan's SBC. This SBC template document being provided is not fully compliant with the SBC federal rules. It is your responsibility to work with your legal counsel to ensure proper compliance with the federal SBC rules. This SBC template document does not constitute legal, tax, actuarial, accounting, benefit design, compliance or other advice. BCBSM disclaims any liability or responsibility for any non-compliance by your group health plan with SBC rules and regulations relating to creation, disclosure or other requirements. You should also note that there may be additional special circumstances which may be applicable to your specific group health plan situation which may affect SBC content, including but not limited to account type arrangements such as flexible spending accounts (FSA), health reimbursement arrangements (HRA), and health savings accounts, (HSA), or for example, wellness programs, reference based pricing or benefits, or coverage not administered by BCBSM, or whether the coverage provides minimum essential coverage. If you have an ASC Plan Modification, it may be defined here in only a limited way.

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 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 limit</u> 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 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, <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 limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card 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.
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 visit to treat an injury or illness	\$40 <u>copay</u> /office visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	Specialist visit	\$40 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	Preventive care/ screening/ 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 needed 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)	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 <u>prescription drug coverage</u> 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	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. Select diabetic supplies and devices may be covered under the prescription drug program.
	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 tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for preventive services.
	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>	Physician certification 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	Not covered for Applied Behavior Analysis; Not covered for Physical, Speech and Occupational Therapy	Not covered for Applied Behavior Analysis; Not covered for Physical, Speech and Occupational Therapy	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)	
	Skilled nursing care	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	Physician certification 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
- Hearing aids
- Routine eye care (Adult)
- Cosmetic surgery
- Infertility treatment
- Routine foot care
- Dental care (Adult)
- Long term 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
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Private-duty nursing
- Chiropractic care
- Non-emergency care when traveling outside the U.S

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

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

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
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In this example, Peg would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,700
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$3,270

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	\$5,600
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In this example, Joe would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$900
<u>Copayments</u>	\$800
<u>Coinsurance</u>	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,720

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	\$2,800
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In this example, Mia would pay:

<i>Cost Sharing</i>	
<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$90
<u>Coinsurance</u>	\$70
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$1,660

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, copayments, or coinsurance, or benefits not otherwise covered.

Health Alliance Plan
(Post November 1, 2013 Retirees)

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

Coverage Period: As of 01/01/2020



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 <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> 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	\$20 copay per visit	Not Covered	Visits are face-to-face, telephonic, or through secure electronic portal
	Specialist visit	\$30 copay per visit	Not Covered	None
	Other practitioner office visit	\$20 PCP Other Practitioner copay per visit/ \$30 Specialist Other Practitioner copay 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 preauthorization.
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Services require preauthorization.
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.hap.org	Generic drugs	Preferred \$15 copay/prescription (retail) Non-Preferred \$15 copay/prescription (retail)	Not Covered	Retail: 30 day supply for non-maintenance drugs at 1 copay; 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	\$30 copay/prescription (retail)	Not Covered	
	Non-preferred brand drugs	\$50 copay/prescription (retail)	Not Covered	
	Specialty drugs	Preferred \$50 copay/prescription (retail) Non-Preferred \$50 copay/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 preauthorization.
	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.	Emergency room care	\$150 copay per visit	\$150 copay per visit	Copay will be waived if admitted
	Emergency medical transportation	No Charge	No Charge	Emergency medical transportation Only
	Urgent care	\$30 copay per visit	\$30 copay per visit	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	Not Covered	Some services require preauthorization.
	Physician/surgeon fees	No Charge	Not Covered	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 copay 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	\$30 copay 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 preauthorization.
If you need help recovering or have other special health needs	Home health care	No Charge	Not Covered	None
	Rehabilitation services	No Charge	Not Covered	Up to 60 combined visits per benefit period. May be rendered at home
	Habilitation services	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 preauthorization. *See outpatient Mental Health for ABA cost sharing amount.
	Skilled nursing care	No Charge	Not Covered	Covered for authorized services- Up to 730 days; renewable after 60 days
	Durable medical equipment	No Charge	Not Covered	Coverage provided for approved equipment based on HAP's guidelines. Some services require preauthorization.
	Hospice services	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	\$30 copay per visit	Not Covered	No Charge for one routine eye exam
	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	• Hearing Aids	• Private-Duty Nursing
• Chiropractic Care	• Long-Term Care	• Routine Foot Care (Only when meets plan guidelines)
• Cosmetic Surgery	• Non-Emergency Care When Traveling Outside the U.S.	• Vision Hardware (Unless additional rider purchased)
• Dental Care (Adult)		

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
• Bariatric Surgery	• Routine Eye Care (Adult)	• Weight Loss Programs
• Infertility Treatment (Only when meets plan guidelines)		

Your Rights to Continue Coverage: There are agencies that can help if you want to continue coverage after it ends. For more information on your 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.

Macomb County Health Alliance Plans generally requires/allows the designation of a primary care provider. You have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. Until you make this designation, Health Alliance Plan may designate one for you. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact the Macomb County at (586) 469-5280.

For children, you may designate a pediatrician as the primary care provider.

You do not need prior authorization from Health Alliance Plan Plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact the Macomb County HRLR Department at (586) 469-5280.

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) copayment \$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 \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$610
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$60
The total Peg would pay is:	\$670

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) copayment \$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:

Cost Sharing	
Deductibles	\$0
Copayments	\$1,075
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$55
The total Joe would pay is:	\$1,130

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

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

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

Total Example Cost \$1,900

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$90
Coinsurance	\$0
What isn't covered	
Limits or exclusions	\$0
The total Mia would pay is:	\$90

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

Appendix D

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 Plan Pays	Delta Dental Premier Dentist Plan Pays	Non- participating Dentist 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%
Radiographs - 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%
Relines 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

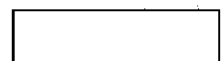
Certificate of Coverage

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)	\$2,200
Member & Spouse (Lifetime Maximum)	\$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



**GOLDEN DENTAL PLANS, INC.
EXCLUSIONS, LIMITATIONS, AND EXCEPTIONS**

I. General Exclusions, Limitations, and Exceptions

NOTE: No benefits will be paid under this Policy for the following treatments, services and care, unless otherwise indicated.

1	Dental services not appearing on the Schedule of Benefits.
2	Dental treatment for cosmetic purposes, unless specifically indicated on a specific plan.
3	Dental treatment performed in a hospital and/or any related hospital-fee.
4	Treatment of cleft palate, anodontia and mandibular prognathism.
5	Cases in which, in the professional judgment of the attending Dentist, a satisfactory result cannot be obtained.
6	The cost of services secured from physicians, Dentists or Dental Surgeons, other than authorized GDP Providers, will not be paid for unless expressly authorized in writing by the Primary Care Dentist as cited under Emergency Coverage and Out-of-Area Emergency Coverage provisions.
7	Treatment for any condition for which benefits of any nature are recovered or found to be recoverable, whether by adjudication or settlement under any Workmen's Compensation or Occupational Disease Law, even though You or Your Covered Dependent fails to claim the right of such benefits, provided that this exclusion will only apply to the extent that such benefits are payable through other plans.
8	Treatment for any disease, condition or injuries sustained, as a result of war, declared or undeclared, or any illness or injury occurring after the effective date of the Policy and caused by atomic explosion or exposure, whether or not the result of war.
9	Care of treatment obtained from or for which payment is made by any Federal, State, or County Municipal, or other governmental agency, including any foreign government.
10	Dental implants or transplants.
11	No Covered Person will be denied dental coverage due to trauma. However, dental care coverage under this Policy may not cover the Covered Person for certain traumatic events that may occur if those procedures are specifically excluded in this Policy. A Covered Person who requires dental care due to a serious trauma will not be covered for dental care in those areas that are specifically described as excluded.
12	A nominal administrative fee (i.e., sterilization, office visit, etc.) charged by selected dental offices.
13	Services or appliances started before a Covered Person became eligible under this Policy (i.e., teeth prepared for crowns or root canals in progress).
14	Prescription drugs.
15	Nitrous oxide analgesia.
16	Preventative control programs, including home care items.
17	Services started after termination of coverage.
18	Charges for failure to keep a scheduled visits with the Dentist.
19	Lost, missing, or stolen appliances (i.e., retainers, Occlusal guards, partial or complete dentures, or flippers).

GOLDEN DENTAL PLANS, INC.
EXCLUSIONS, LIMITATIONS, AND EXCEPTIONS

I. General Exclusions, Limitations, and Exceptions, *continued*

20	Duplicate full or partial dentures.
21	Inlays, unless listed as a Covered Service in the Schedule of Benefits.
22	Porcelain, porcelain substrate, and cast restorations on primary (baby) teeth.
23	Cysts and malignancies.
24	Removal of impacted teeth that exhibit no symptoms or pathology.
25	Consultations or examinations/evaluations for non-covered services.
26	Services or appliances performed by a Dentist whose practice is limited to prosthodontics
27	Behavior management fees for covered persons requiring additional or unusual efforts to complete a dental procedure.
28	Soft tissue management (i.e., irrigation, infusion, or special toothbrush).
29	Restorative work caused by orthodontic treatment.
30	Composite resin restorations on occlusal surfaces of bicuspids and molars.
31	Biopsy or Brush Biopsy to detect cancer.
32	Claims submitted due to auto accident, which should be submitted to automobile insurance carrier.
33	Claims reported as accident on school grounds, which should be submitted to school's primary insurance.
34	General anesthesia and the services of a special anesthesiologist unless authorized by employer group.
35	Treatment of fractures and dislocations.
36	Any service that is not specifically listed.
37	Congenital malformation.
38	Dispensing of drugs not normally supplied in a dental office.
39	Accidental injury. Accidental injury is defined as damage to the hard and soft tissues of the oral cavity resulting from forces external to the mouth. Damages to the hard and soft tissues of the oral cavity from normal masticatory (chewing) function will be covered at the normal schedule of benefits.
40	Prophylactic removal of impactions (asymptomatic nonpathological).
41	Specialist consultations for noncovered benefits.
42	Dental expenses incurred with any dental procedure started prior to the enrollee's eligibility.
43	Services rendered by a dentist beyond the scope of his/her license.
44	Services rendered by a dental or medical department maintained by or on behalf of an employer, a mutual benefit association, labor union, trustee or similar person or group.
45	Charges for duplication of radiographs.
46	Charges for temporary appliances.
47	Charges for experimental or investigational services or supplies.

GOLDEN DENTAL PLANS, INC.
EXCLUSIONS, LIMITATIONS, AND EXCEPTIONS

48	Services that the dentist feels, in his or her professional judgement, should not be provided.
49	Instructions in dental hygiene, dietary planning or plaque control.

50	Missed appointments or completion of claim forms. Infection control, including sterilization of supplies and equipment.
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II. Orthodontic Exclusions, Limitations, and Exceptions

1	Retreatment of prior Orthodontic problems, unless provided under this policy or any extension or renewal of this Policy
2	Patients with severe disabilities that may prevent satisfactory Orthodontic results
3	Any charge made by the Orthodontist for the cost of replacement and/or repair of an appliance furnished to the patient, which is lost or broken through no fault of the Orthodontist
4	Interceptive Orthodontic Treatment is not a covered benefit
5	Surgical procedures incidental to orthodontic treatment
6	Myofunctional therapy
7	Supplemental appliances not routinely used in typical orthodontic cases (i.e., Invisalign)
8	Active treatment extending more than 24 months from the point of banding due to lack of patient cooperation. For cases extending past 24 months, the Covered Person will be charged a monthly fee that is prorated at the Orthodontist's Submitted Fees.
9	Treatment started before the Covered Person became eligible under this policy
10	Transfer to another Dentist after banding has been initiated
11	Composite bands and lingual adaptation of orthodontic bands are considered optional treatment and are subject to additional charges.
12	Orthodontic Benefit is once in a lifetime benefit per member.

Appendix E

Active Employees Vision Benefits

BCBSM Vision Benefits



Member of a network of independent member
 affiliated Blue Cross and Blue Shield Associations

MACOMB COUNTY EMPLOYEES
0070004480075 - 08BG2
Effective Date: 01/01/2023

Vision Coverage

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	

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

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
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.	100% of approved amount	Reimbursement up to approved amount based on lens type (member responsible for any difference)
<ul style="list-style-type: none"> Standard Progressive Lenses - Covered when rendered by a VSP network doctor 	One pair of lenses, with or without frames, in any period of 12 consecutive months	

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

Benefits	VSP network doctor	Non-VSP provider
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)
<p>Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.</p> <p style="text-align: center;">One frame in any period of 12 consecutive months</p>		

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 lenses up to the allowance in any period of 12 consecutive months		
Contact lens suitability examination (fitting and evaluation) Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$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)
Contact lenses up to the allowance in any period of 12 consecutive months		

HAP

Please refer to the HAP Medical Benefits Summary

MEMORANDUM OF UNDERSTANDING

REGARDING

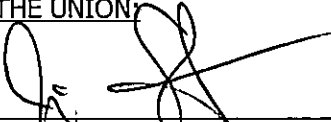
CERTAIN HEALTH BENEFITS

WHEREAS, the County of Macomb currently offers health insurance coverage to covered females 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 Macomb County Professional Deputy Sheriffs Association, on behalf of the Macomb County Sheriff Department Corrections Deputies 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. Provided, however, nothing in this Memorandum of Understanding shall deny medically necessary care to a covered female, or apply in cases where pregnancy is the result of criminal sexual assault.

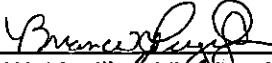
FOR THE UNION:



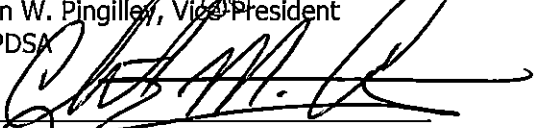
Jim Stachowski, Business Representative
POLC



James Crabtree, President, MCPDSA



Brian W. Pingilly, Vice President
MCPDSA




Christopher M. Conaway, Recording Secretary
MCPDSA

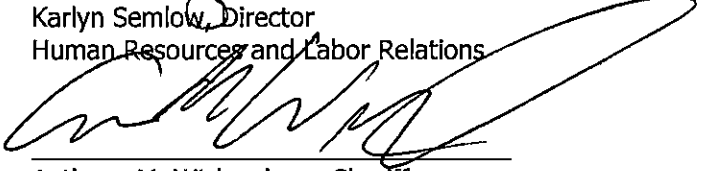


Dennis Felsner, Sgt. At Arms
MCPDSA

FOR THE EMPLOYER:



Karlyn Semlow, Director
Human Resources and Labor Relations



Anthony M. Wickersham, Sheriff
Macomb County

Dated: 9-18-23