

AGREEMENT

between

THE COUNTY OF MACOMB

AND

POLICE OFFICERS LABOR COUNCIL

representing

CAPTAINS/COMMANDER/DISPATCH DIRECTOR

January 1, 2022
through
December 31, 2024

TABLE OF CONTENTS

CAPTAINS/COMMANDER/DISPATCH DIRECTOR

<u>ARTICLE</u>	<u>PAGE(S)</u>
Agreement	1
Purpose and Intent.....	1
Article 1 Recognition	1
Article 2 Dues/Service Fee Collection.....	1-3
Article 3 Agency Shop	3
Article 4 Representation	4
Article 5 Change of Name/Address.....	4
Article 6 Grievance Procedure	4-7
Article 7 Employee's Bill Of Rights	7-8
Article 8 Employee Defined	8-9
Article 9 Disciplinary Proceedings.....	10
Article 10 Probationary Period.....	10
Article 11 Seniority	10-11
Article 12 Assignments	11
Article 13 Shift Preference	11
Article 14 Employees-Salaries-Classification Changes-Promotions.....	12
Article 15 Working Out Of Classification	12
Article 16 Scheduling And Hours	12
Article 17 Layoff/Recall.....	13
Article 18 Holiday Benefits.....	13-14
Article 19 Overtime/Call-In Pay	14-15
Article 20 Annual Leave/Paid Time Off	15-16
Article 21 Sick Leave	17-19
Article 22 Bereavement Leave	19
Article 23 Worker's Compensation Disability	19-20

Article 24	Leave of Absence.....	20-22
Article 25	Insurance Benefits	22-25
Article 26	Retirement System	25-29
Article 27	Longevity.....	29-30
Article 28	Management Rights	30
Article 29	Emergency Manager	30
Article 30	Drug Testing.....	30-31
Article 31	Jury Duty.....	31
Article 32	Special Conferences.....	31
Article 33	Hazard Pay	31
Article 34	Union Bulletin Boards.....	31
Article 35	Education Allowance	32
Article 36	Air Conditioned Vehicles	32
Article 37	Uniform Allowance.....	32-33
Article 38	Savings Clause.....	33
Article 39	Statutory Rights And Responsibilities	33
Article 40	Salary Schedule	33
Article 41	Reimbursement Account Program.....	33-34
Article 42	Termination Or Modification	34
Signature Page	35
Classifications and Salary Schedule.....		Attached
Appendix A	Active Employee Benefits	Attached
Appendix B	Active Employee Dental Benefits.....	Attached
Appendix C	Active Employee Vision Benefits	Attached
Letter of Understanding: Weapons.....		Attached
Memorandum of Understanding: Certain Health Benefits		Attached
Memorandum of Understanding: Deferred Retirement Option Plan.....		Attached

AGREEMENT

CAPTAINS/COMMANDER/DISPATCH DIRECTOR

This Agreement entered into January 1, 2022, between the County of Macomb, hereinafter referred to as "Employer" and/or "County" and the Police Officers Labor Council acting on behalf of the employees within the unit for which the Union has been recognized as the sole bargaining agent.

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

PURPOSE AND INTENT

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

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

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

The Parties hereto also recognize that it is essential for the health, safety and public welfare of the County that services to the public be without interruption, that the right to strike is forbidden by the statutes of the State of Michigan. Any employee guilty of engaging in a slowdown, 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 as well as the promotion of efficiency and discipline is essential to the well being of the Department.

ARTICLE 1

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Police Officers Labor Council as the sole Collective Bargaining Agent for Captains, Commander and Dispatch Director only, employees of the Macomb County Sheriff's Department in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described in this paragraph.

ARTICLE 2

DUES/SERVICE FEE COLLECTION

- A. The Employer hereby agrees to deduct Union membership dues, initiation fees, assessments, service fees or service charges from the pay of the individual employee and transmit same to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions.
- B. Each employee who desires to have such Union membership dues, initiation fees, assessments, service fees or service charges deducted from his/her earnings shall execute a Paragraph J, "Deduction Authorization Form" in full, with the original thereof being delivered to the Employer.

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

DEDUCTION AUTHORIZATION FORM

I, _____ (name), _____ (classification), the undersigned, as an employee of the Macomb County Sheriff's Department, do hereby request and authorize the County of Macomb to deduct Union dues, in the amount of _____ monthly, initiation fees, service fees, service charges and assessments from my earnings on the second pay period of every month and to do so every month thereafter and to pay same to the Police Officers Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083, who has been selected as the exclusive bargaining representative for all employees in the above unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated and shall be automatically renewed under the same terms and conditions for the life of the subsequent Agreement.

Employer's Signature

- K. The Employer shall not be liable to the Union by reason of requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Union dues or service fees provision.
- L. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 2, Dues/Service Fee Collection, and Article 3, Agency Shop of this Agreement.

The Union agrees that in the event of litigation against the Employer, its agents or employees, arising out of this provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees, for any monetary award arising out of such litigation.

ARTICLE 3

AGENCY SHOP

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

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

EMPLOYER ACKNOWLEDGEMENT AND CONFIRMATION FORM

Please be advised that the undersigned Employer hereby acknowledges receipt of notice by the Macomb County Sheriff's Department, Police Officers Labor Council for employees covered by this Agreement, that _____, an employee of the Macomb County Sheriff's Department is more than thirty (30) days in arrears in his/her payment of Union dues and/or service fees and as such is subject to the ramifications of the agency shop procedure as outlined in Article 3 of the collective bargaining agreement.

Additionally, the undersigned Employer hereby acknowledges that the Police Officers Labor Council has submitted proof that such employee is more than thirty (30) days in arrears in such payment and examination of the Employer's records further confirms such arrearage.

Dated: _____

Signed: _____

ARTICLE 4

REPRESENTATION

- A. Union business shall not be conducted during working hours or in County areas except as provided by this Agreement.
- B. The Union may be represented in contract negotiations with the County by a committee comprised of not more than two (2) members of the Union plus, if it chooses, any outside person or organization designated by the Union as its official representative. Members of the Union Bargaining Committee who are on duty during contract negotiations shall not lose wages or benefits during time spent while attending negotiations.
- C. Employees covered by this Agreement shall be represented for purposes of filing grievances, by Stewards, as hereinafter provided. The Stewards, 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 requires more than one hour to investigate and present said grievance, request shall be made for additional time to his/her immediate Supervisor. The privilege of Stewards 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 will perform their regularly assigned duties at times except, as provided herein.
- D. There shall be one steward for the day shift; in the event employees covered by this Agreement are assigned hours other than the normal shift (day), and a steward is required, the matter will be settled on the day shift at a mutually agreed upon date and time.

ARTICLE 5

CHANGE OF NAME/ADDRESS

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

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

ARTICLE 6

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance in the normal operations of the County.
- B. It shall be the firm policy of the Employer to ensure to its employees and to the Union the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.
- C. Grievances shall be filed within fifteen (15) days of the event, occurrence or circumstances constituting the subject matter of the grievance.

- D. The Parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to within the designated time period, provided, however, that the time limits of the grievance procedure may be extended upon mutual agreement of the Union and the Employer.
- E. If either Party fails to timely appeal an answer at any step after Step 1 of the Grievance Procedure, said grievance shall automatically progress to the next step in accordance with the procedures contained herein. Exception is made in those instances where the Parties have agreed to settle a grievance on the basis of the last answer. Exception is also made with regard to medical grievances, where the Union shall have an additional 60 days from receipt of the Employer's answer.
- F. Every employee of the Department shall have the right to present a grievance in accordance with the procedure provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.
- G. Immediate supervisors, commanding officers and reviewing officers, shall consider promptly all grievances presented to them and, within the scope of their authority, take timely action as is required.
- H. Grievances shall be processed according to the following procedures:
1. STEP 1: An employee who believes he/she has a grievance may discuss the complaint with the immediate Supervisor, with or without the presence of the steward. The Parties shall discuss the grievance in an informal manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with the Steward before any discussion takes place with the Supervisor. If possible, a Supervisor will make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with the Steward. The past practice of employees discussing grievances with the Steward at the beginning and/or end of the shift shall continue.
 2. STEP 2: If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the individual grievant, co-signed by the Steward, or in the case of policy grievance, by the Steward 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 (or employees) 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 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 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, Union 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 Union President, or designee, to the Director, Human Resources and Labor Relations or designee, within fifteen (15) days. A meeting between said Director, Human Resources and Labor Relations, or designee, and a committee of the Union composed of the 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.

5. STEP 5: ARBITRATION:

- a. Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Union in accordance with this Article. Arbitration shall be invoked by written Notice of Intent to Arbitrate to the County within thirty (30) days of the written 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 Federal Mediation and Conciliation Service (FMCS) 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.
 - b. 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.
 - c. 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.
 - d. The fees and expenses of the Arbitrator shall be shared by the Parties equally.
 - e. The aggrieved, the Union representative and prospective witnesses shall not lose pay or benefits for the time off the job while attending the arbitration proceedings; provided, however, that attendance by such on duty arbitration participants shall be subject to the approval of the Sheriff or his designated representative in accordance with manpower requirements.
 - f. All records, reports and other information pertaining to a grievance which are to be utilized in an arbitration proceeding shall be made available for inspection by the Union, provided a request for the specific documents is made.
- I. Notwithstanding any other provisions herein, an individual employee(s) may present a grievance to the Employer and have it adjusted without the intervention of the Steward or Union Officers, providing, however, that the Employer has given the Steward and Union Officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.
 - J. Grievances affecting more than one (1) employee may be treated as policy grievances and entered at the third (3rd) step of the grievance procedure by the Union.
 - K. In instances where the subject matter of the grievance lies within the jurisdiction of a specific County agency, e.g. Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.
 - L. The settlement of any grievance shall be reduced to writing and signed by a representative of the County, a member of the Union Executive Board and the affected employee's Steward (if applicable).

- M. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.

ARTICLE 7

EMPLOYEE'S BILL OF RIGHTS

- A. No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test or similar test or chemical such as sodium pentothal or truth serum tests, or similar tests by whatever name called for any reason unless such member shall demand said examination 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 tests or similar test by whatever name called.
- C. The Employer or its agent shall not utilize any type of recording device 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 his/her 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, or any organization or corporations or the head of such organizations or corporations, for damages suffered, either pecuniary or otherwise or for abridgement of their civil rights arising out of the officer's performance of official duties.
- F. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee with the exception of employment letters of recommendation, upon written request during the normal business hours construed to be 9:00 a.m. to 5:00 p.m. Monday through Friday, excepting holidays.
- 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 expressed authorization, unless pursuant to Court Order or as otherwise provided by law. However, no information provided without notice to the employee.
- 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 or domestic expenditures (including those of any member of his or 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 his/her 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, at his/her request, shall have the right to be represented by counsel and/or Union representative of his/her 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. The employee under investigation shall be informed of the nature of the investigation prior to any interrogatories and he/she shall be informed of the names 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 questions.
 7. The complete interrogation of an 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 an oral or written statement, to include a Preliminary Crime Report, until such time as the employee has been able to contact a Union official and has had reasonable time to discuss the incident with a Union attorney. The attorney shall then be able to counsel the officer during his/her Preliminary Crime Report or any other oral or written statement that may be required.
 - L. An employee's locker shall not be opened for any reason including inspection, without the employee or his/her Union representative present. In no event will an employee's locker be opened so as to search through said employee's personal property in said locker, without the employee's consent.
 - M. Supervisory officers shall treat employees under their command in a respectful, dignified and professional manner and shall give disciplinary advice to an employee in private, not in the presence of other employees, if possible.
 - N. No employee will be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights or any rights afforded him or her by this contract.

ARTICLE 8

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 less than thirty (30) 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 9

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. Employees shall be disciplined only on the basis of a breach or violation of the specific rules and regulations of the Department. All disciplinary measures including written reprimands through discharge sought to be imposed upon employees shall be based upon particular written charges which give reasonable notice to the employee of the nature of the charged offense and facts relating thereto, a copy of such charges shall immediately be forwarded to the Union and the charged employee.
- C. Except in situations requiring immediate action, no disciplinary measures, which result in the suspension, demotion or discharge of an employee, shall be implemented until such time as 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 180 days of the alleged violation.
- D. Any disciplinary action including reprimands taken by the Sheriff or his/her representative may be appealed by the employee to the Sheriff with a copy to the County Director, Human Resources and Labor Relations within five (5) days (excluding weekends and holidays) from the date of service of the charges upon him/her (attached hereto as Paragraph F).
- E. An employee has the right to appeal any disciplinary action taken by the Sheriff or his/her representative by filing a grievance which is automatically processed to Step 3 of the grievance procedure. In the event disciplinary action is appealed through 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 6, Grievance Procedure, Paragraph H.5.
- F. An employee's decision to appeal disciplinary action pursuant to the contractual 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:

Employee's Name

Dated: _____

Address

POLICE OFFICERS LABOR COUNCIL

- G. In the event 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 charge. 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 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/her designated representative, it shall be final and binding upon all parties.
- K. In all cases of disciplinary proceedings, the employee being investigated or questioned, may, if he/she so desires, have a Union representative and/or attorney present during such investigation as an advisor. Nothing in the foregoing shall abridge the right of a commanding officer to counsel, advise or admonish an officer under his/her command, in a civil tone, in private.
- L. Before a reprimand is placed in an employee's file, it shall be explained by the Supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies.

ARTICLE 10

PROBATIONARY PERIOD

It is expressly understood that new employees and members of the bargaining unit who have been reclassified into a higher paid classification shall be required to serve a six (6) month probationary period in the new classification to determine their ability to perform duties assigned them. In the event that a member of the bargaining unit does not satisfactorily complete the aforementioned probationary period he/she shall be returned to the former classification. In the event that a new employee does not satisfactorily complete the aforementioned probationary period, he/she may be dismissed by the Employer.

ARTICLE 11

SENIORITY

- A. Departmental seniority of a new employee shall commence after the employee has completed the six (6) month probationary period and shall be retroactive from 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. Classification seniority shall prevail for purposes of vacation and overtime preference as well as to other items the parties hereto may agree upon.

- C. An employee shall forfeit seniority rights only for the following reasons:
1. He/she resigns or terminates his/her employment with the Department.
 2. He/she is dismissed and is not reinstated by the Civil service Commission, a court of competent jurisdiction or through other methods of reinstatement.
 3. He/she 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 his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.
 4. He/she retires.
 5. If he/she does not return to work when recalled from layoffs. In special cases, exceptions shall be made by the Employer.
 6. Return from sick leave and leaves of absences will be treated the same as 3. above.
 7. If the employee, except for participants in the Deferred Retirement Option Plan, withdraws his/her contributions from the Macomb County Employees' Retirement System.
- D. DROP Participants: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement
- E. A current annual seniority list will be furnished by the Employer to the Union no later than during the month of July. The seniority list shall show the name, job titles, date of hire of all employees of the Union entitled to seniority, department seniority as well as date of classification seniority.

ARTICLE 12

ASSIGNMENTS

- A. While the Sheriff retains the right to make specific assignments within the Department as an executive police command function, assignments for preferred jobs will be made on the following basis.
- B. When a job opening is available in a preferred assignment, the Department will post on the bulletin board the availability of the job for a ten (10) day period.
- C. An employee may file a written request for the preferred job assignment.
- D. Once selection is made, the Sheriff will post the results.

ARTICLE 13

SHIFT PREFERENCE

Nothing in this article shall abridge or otherwise interfere with the right of the Sheriff to create additional shifts, make special assignments, and/or alter shift manpower requirements at any time. Furthermore, should the Macomb County Sheriff's Department enter into a contract with a community having an existing police department whereby the Sheriff's Department assumes the responsibilities of said police department, the Sheriff retains the right to assign personnel to shifts of his/her choice provided said personnel are assigned to perform duties in said community.

ARTICLE 14

EMPLOYEES - SALARIES - CLASSIFICATION CHANGES - PROMOTIONS

- A. Employees of the Sheriff Department, who are promoted to the rank of Captain, Commander or Dispatch Director, and are subsequently covered by this Agreement, shall receive the following increments upon reclassification:
1. Date of reclassification: The affected employee is placed at the minimum salary of the classification.
 2. After thirteen (13) continuous complete pay periods, the affected employee will be eligible for one normal increment. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Sheriff or designee before becoming effective, providing any disapproval of an increment by the Sheriff or designee shall be set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Director, Human Resources and Labor Relations.
- B. When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a rate to apply to the classification as established pursuant to the provisions of Act 298 of the P.A. of 1966, as amended. In the event the employee or Union does not agree the rate is proper, the Union or the employee shall have the right to submit the matter into the Grievance Procedure at the second step.

ARTICLE 15

WORKING OUT OF CLASSIFICATION

- A. An employee temporarily assigned to a higher job classification for a period in excess of thirty (30) working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. Such temporary assignment must be authorized in writing by the Sheriff or his/her designated agent and approved by the Director, Human Resources and Labor Relations, before salary adjustment is made.
- B. In the event an employee is temporarily assigned, in writing as provided above, to a classification and works for a period of at least five (5) working days within this vacated classification which may arise due to death, permanent disability, retirement or resignation, the employee will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater.
- C. Such temporary assignment shall continue only until such time as a current eligibility list is certified by the Civil Service Commission for the job classification to which the temporary assignment is made. No temporary assignments shall be made to job classifications in which there exists a current eligibility list, except in situations where such temporary assignments are made due to a higher job classification employee being temporarily separated from active employment.

ARTICLE 16

SCHEDULING AND HOURS

The regular work week for employees covered by this Agreement, shall be established by the Sheriff or his/her designated agent.

ARTICLE 17

LAYOFF/RECALL

Layoff 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 18

HOLIDAY BENEFITS

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

The holidays included are:

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

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

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

Employees regularly scheduled to work any or all of the approved holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half 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 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 paragraph B.4.) in which the medical absence includes the date of the holiday in question, the employee shall be determined eligible for that holiday.

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

ARTICLE 19

OVERTIME/CALL-IN PAY

- A. 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 case of emergency at times other than the normal scheduled shift. The foregoing provision does not include or apply to the time of Captains, Commander or Dispatch Director while appearing in Court while off duty.
- B. 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 shall perform a minimum of four (4) hours work within his/her classification.
- C. Compensatory Time Procedure:
 1. Employees including participants in the Deferred Retirement Option Plan (DROP) working overtime, call-in time and/or Court time shall have the option of receiving pay at the rate of time and one-half (1 1/2) or receiving compensatory time-off. Employees shall select one (1) of the above options and properly notify the appropriate Command Officer. An Employee who has accrued compensatory time and requests the use of the time, shall be permitted to use the time-off within a reasonable period after making the request; provided, however, that it does not unduly disrupt the operations of the Department. However, no member of the bargaining unit may utilize compensatory time for time off in excess of 80 hours per calendar year. Employees may not, under any circumstances, accumulate more than one hundred and four (104) hours of compensatory time. Upon termination of employment, an Employee shall be paid for unused compensatory time figured at:
 - a. The average regular rate received by such Employee during the last three (3) years of employment; or,

- b. Final regular rate received by such Employee, whichever is higher.
- 2. An employee may convert compensatory time to cash payment by notifying the appropriate Command Officer of the number of hours of compensatory time to be converted to a cash payment.
- 3. Retirement contributions shall be deducted from the cash payment for compensatory time and the amount paid shall be included in an employee's Final Average Compensation (FAC) for retirement purposes.
- D. All scheduled overtime must be approved by the Department Head who shall submit a monthly report of such overtime allowed to the Finance Committee.
- E. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

ARTICLE 20

ANNUAL LEAVE/PAID TIME OFF (PTO)

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

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

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

- B. Annual Leave/Paid Time Off days may be accumulated to a maximum of thirty (30) work days.
- C. Annual Leave/Paid Time Off shall be available for use upon accrual.
- D. Upon termination of employment, an employee shall be compensated for his/her Annual Leave/Paid Time Off at the rate of pay said employee received at the time of termination.
- E. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave/Paid Time Off as above on a basis proportionate to the time they have worked.
- F. Full time employees, including participants in the Deferred Retirement Option Plan (DROP), may request Annual Leave/Paid Time Off conversion to cash payment of up to forty (40) hours per year. Employees requesting Annual Leave/Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Annual Leave/Paid Time Off to be eligible for the conversion. The requested Annual Leave/Paid Time Off conversion(s) must be submitted by February 1 with a cash payment to

be made in March and August 1 with the cash payment to be made in September in a regular paycheck with normal deductions.

G. Vacation schedules for employees of all departments shall be developed by the Sheriff or designee and must have his/her approval. Provided, however, that employees shall be granted vacation preference in order of classification seniority, subject to the following restrictions:

1. Employees receiving at least twenty (20) leave days annually and/or who have in their Annual Leave/Paid Time Off sufficient time, shall receive two (2) weeks summer Annual Leave/Paid Time Off (April/September) and two weeks winter Annual Leave/Paid Time Off (October/March). Exceptions to the two (2) week summer, two (2) week 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, 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 efficient operation of the department concerned.
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 the 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.

H. ANNUAL LEAVE/PAID TIME OFF FOR DROP PARTICIPANTS: Employees who are participants in the Deferred Retirement Option Plan (DROP) shall receive Annual Leave/Paid Time Off in the following manner:

1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of Annual Leave/Paid Time Off equal to the number of hours of Annual Leave/Paid Time Off accumulated in the calendar year immediately preceding the commencement of DROP participation.
2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of Annual Leave/Paid Time Off for the balance of the calendar year computed in the same manner as paragraph H.1., above.
3. Annual Leave/Paid Time Off not utilized by an employee by December 31st of a calendar year shall be forfeited.
4. There shall be no compensation for Annual Leave/Paid Time Off time remaining in an employee's Annual Leave/Paid Time Off bank upon separation from employment.
5. DROP participants who utilize Annual Leave/Paid Time Off in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all Annual Leave/Paid Time Off time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

ARTICLE 21

SICK LEAVE

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

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

- B. For Sick Leave usage only, the unused Sick Leave accumulation maximum that an employee can earn is one hundred eighty (180) work days (1,440 hours).

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 (1,000 hours).

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

1. Due to personal illness or physical incapacity caused by factors that the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
2. Necessitated by exposure to contagious disease or condition in which the health of others would be endangered by attendance on duty.
3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) Sick Leave days in any one calendar year. The term "immediate family" as used in this section shall mean parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is 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: An employee may use two (2) days per year for personal business reasons not to be deducted from his/her Sick Leave Bank.

- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, maybe the cause of denial of Sick Leave with pay for the period of absence.

- E. The employee may be required to produce evidence, in the form of a medical certificate of the adequacy of the reason for absence during the time for which Sick Leave is granted.

- F. Sick Leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as workdays, except as provided for in the Holiday Pay provision of this Agreement.

- G. Sick Leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.

- H. A non-probationary 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 his/her 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.
- I. Sick Leave shall be available for use upon accrual. Employees shall not be entitled to use Personal Business Days until the completion of three (3) months of service from the date of hire, except in cases of injury incurred in the line of duty.
- J. Employees participating in the DROP shall not be subject to Sick Leave, Sections A. B., and G. above and shall be entitled to Sick Leave calculated in the following manner:
1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP.
 2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.
 3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph J.1., employees may utilize that Sick Leave, accrued pursuant to Sections A. and B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Sick Leave Payoff, at the time the employees DROP participation begins.
 4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section J.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.
 5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment, except as provided in Section K. below.
- K. Sick Leave Payoff (does not apply to employees participating in the Defined Contribution (401a) plan)
1. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, shall be paid for seventy-five percent (75%) of a maximum one thousand (1,000) hours of his/her accumulated and unused Sick Leave at employee's then current rate of pay.
 - a. If after the payment above, the employee has remaining hours in his/her accumulated and unused Sick Leave bank, and the employee is not electing to participate in DROP, then the employee may request Sick Leave conversion to cash payment for one hundred percent (100%) of the remainder of their balance, up to four hundred and forty (440) hours maximum, at the employee's then current rate of pay. The requested Sick Leave conversion must be submitted no later than 2 weeks prior to the date of retirement and the cash payment will be made in a regular paycheck with normal deductions.

Effective December 19, 1996, all employees hired on or after this date shall not have their Sick Leave Banks made part of Final Average Compensation (FAC).
 2. DROP: An employee, who is eligible and elects to participate in the DROP program, shall be paid for seventy-five percent (75%) of a maximum one thousand (1,000) hours of

his/her accumulated and unused Sick Leave at the employee's then current rate of pay at the time of initial participation into the DROP.

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

ARTICLE 22

BEREAVEMENT LEAVE

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

- A. A full-time employee may elect to take up to three (3) days off with pay due to a death in the Employee's family as follows: parent, current step parent, current spouse, children, current step children, brother, sister, grandparent, or grandchildren. It shall also include any person who is normally a member of the employee's household.
- B. The Employee may elect to take up to three (3) bereavement leave days chargeable to Sick Leave or Annual Leave/Paid Time Off due to the a 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.
- D. Bereavement Leave requests made pursuant to sections B. and C. of this article are subject to prior approval by the Employer and shall not be unreasonably withheld or denied.

ARTICLE 23

WORKER'S COMPENSATION DISABILITY

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:

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. 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 week from the date of injury. The report shall be made upon the form furnished by the County of Macomb and when received by the Sheriff or Designee shall be transmitted forthwith to the office of the Director, Human Resources and Labor Relations. hereinafter defined and set forth.

- D. The employee shall furnish to the Human Resources and Labor Relations Department a written medical certificate which includes a description of the injury and period of incapacity as well as periodic written medical progress reports when requested.
- E. Compensation received by an employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such employee from performing any available County employment, shall be paid on the following basis:

The compensation received by such employee under the Worker's Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Human Resources and Labor Relations Department shall review the disability status of the injured employee to determine if up to an additional six (6) month extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available County employment. In the event that the period for supplementation under this provision exceeds one (1) year from the incapacitating injury, the Employee shall be permitted to continue a Worker's Compensation Leave of Absence for an additional one (1) year, receiving their statutory weekly Worker's Compensation benefit, while being required to exhaust entire remaining sick, paid time off/annual leave, compensatory time and personal day accruals. If disability exists at the end of the two (2) year period, the employee shall seek to become eligible for coverage under the appropriate disability provision of the Macomb County Employees' Retirement Ordinance. Employees receiving disability compensation hereunder shall continue to accrue sick leave days on the same basis as employees on the active payroll and such disability sick days compensated for under this paragraph shall not be deducted from the employee's sick leave bank.

ARTICLE 24

LEAVE OF ABSENCE

- A. Full-time employees are eligible and may request a leave of absence in writing for any of the following reasons:
 - 1. Personal Leave
 - 2. Medical Leave for Employee and/or Family
 - 3. Military
- B. Provisions:
 - 1. Personal Leave:
 - a. An employee may be eligible for a Personal Leave upon completion of 12 months of service from their date of hire.
 - b. An employee absent from work for more than 15 consecutive working days shall be required to apply for and submit a request for Personal Leave in writing using forms required by Human Resources and Labor Relations.
 - c. All requests for a Personal Leave must be submitted at least thirty (30) days prior to the effective date of the Personal Leave.

- d. While on an approved Personal Leave, an employee must exhaust annual leave/paid time off and compensatory time prior to entering unpaid status.
 - e. An approved Personal Leave shall not exceed 6 months.
 - f. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.
 - g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in Article 25, Insurance Benefits.
 - h. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Personal Leave.
 - i. An employee that fails to report for duty upon expiration of a Personal Leave shall be subject to loss of seniority as outlined in Article 11, Seniority and termination of employment.
2. Medical Leave for Employee and/or Family:
- a. An employee may be eligible for a Medical Leave upon completion of 6 months of service from their date of hire.
 - b. An eligible employee who is unable to work due to his/her own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
 - c. A family member shall be defined as parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchild. It shall also include any person who is normally a member of the employee's household.
 - d. An employee absent from work for more than 5 consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources and Labor Relations.
 - e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head or designee at least thirty (30) days prior to the effective date of the Medical Leave.
 - f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
 - g. Medical certification must be received in the Human Resources and Labor Relations Department within 15 days from the employee's last day worked.
 - h. While on an approved Medical Leave, an employee must exhaust sick leave and compensatory time 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 25, Insurance Benefits.

- m. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer's expense.
- n. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Medical Leave.
- o. In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer's sole discretion, a medical examination may be conducted at the Employer's expense.
- p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in Article 11, Seniority and termination of employment.

3. Military:

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

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

ARTICLE 25

INSURANCE BENEFITS

A. Life Insurance:

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

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

The Employer will provide a payroll deduction option for employees wishing to purchase additional \$25,000 increments of life insurance to a maximum of \$375,000. Rates and conditions shall be those established by the insurance carrier.

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

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

B. Insurance Benefits:

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

2. Dependent Eligibility:

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

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

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

C. The Employer shall provide two medical plan options: a Preferred Provider Organization (PPO) and an Health Maintenance Organization (HMO) to all regular eligible full-time employees and their eligible dependents including prescription drug coverage, as outlined in Appendix A, 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 employee and all eligible dependents. Such employee shall not be eligible for the insurance waiver.
2. Full-time employees who elect not to participate in Macomb County's medical and prescription drug plans and who has coverage elsewhere shall receive a monthly insurance waiver payment of \$167.00. The insurance waiver will be paid in the employee's regular paycheck.
 - a. Full-time employees shall establish proof of their eligibility to receive the insurance waiver.
 - b. Full-time employees participating in the insurance waiver who lose coverage shall be allowed to enroll in Macomb County's medical, prescription drug, dental and vision plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.

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

E. Dental Plan:

The Employer shall provide a dental plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix B, Active Employees Dental Benefits, or its substantial

equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are a claimable dependent.

F. Vision Plan:

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

G. Liability Insurance: The County shall provide for each full-time active employee (including DROP Participants), Bodily Injury and Property Damage Liability Insurance and Personal Injury Insurance, including "false arrest" when arising out of and in the line of duty in the conduct of duly constituted business. The limits of insurance for each occurrence will be \$450,000 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 option for employees (including DROP Participants) wishing to purchase voluntary benefits.

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

ARTICLE 26

RETIREMENT SYSTEM

A. The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance subject to the improvements outlined below and the Employer and employee shall abide by the terms and conditions thereof, provided that the provisions thereof may be amended by the Employer as provided by the Statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employee.

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

1. Full-time employees hired into the County prior to November 1, 1996:

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

b. A straight life retirement allowance consisting of:

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

2. A County pension, which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited

service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years and one percent (1%) for each year thereafter. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.

3. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall include lump sum Sick Leave Bank and Annual Leave/Paid Time Off (PTO) Bank payments made at the time of retirement.
 - c. Employees shall contribute four percent (4%) of their compensation to the retirement system.
 - d. The final average compensation used for calculating pension benefits for employees shall be based on the average of an employee's seventy-eight (78) highest consecutive pay periods of compensation out of the last two hundred and sixty (260) pay periods.
 - e. Upon written application, an employee may apply for voluntary retirement after completing twenty-five (25) years of credited service regardless of age or upon completing eight (8) years of credited service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.
2. Full-time employees hired into the County on or after to November 1, 1996:
 - a. Employees who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:
 - b. A straight life retirement allowance consisting of:
 1. An employee pension which shall be the actuarial equivalent of the accumulated contributions standing to the employee's credit in his/her savings fund at the time of retirement; and
 2. A County pension, which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.64% of the employee's final average compensation for the first twenty-five (25) years and nothing thereafter. In no case shall the employee's County pension exceed 66% of the employee's final average compensation.
 3. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall exclude lump sum Sick Leave Bank and Annual Leave Bank payments made at the time of retirement.
 4. Effective September 1, 2017, in no case shall the Straight Life pension benefit for a bargaining unit member under this contract exceed 100% of the employee's base salary at the time of retirement. Such limitation shall be applied to a bargaining unit member's straight life benefit calculation prior to an applicable actuarial

adjustment, if any, for the member's selection of an optional form of benefit or the annuity withdrawal option and shall also apply to the member's DROP benefit.

- c. The employee's contribution to the retirement system is 4.0% of his/her compensation.
 - d. The final average compensation used for calculating pension benefits for employees shall be based on the average of an employee's seventy-eight (78) highest consecutive pay periods of compensation out of the last two hundred and sixty (260) pay periods.
 - e. Upon written application, an employee may apply for voluntary retirement after completing twenty-five (25) years of credited service regardless of age or upon completing eight (8) years of credited service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.
3. For employees hired into the County on or after June 1, 2013 upon written application, an employee may apply for voluntary retirement upon completing fifteen (15) actual years of credited service with the County and attaining age sixty (60) or upon completing twenty-five (25) actual years of credited service with the County regardless of age. Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance and the provisions of this Article.
 4. The final average compensation (FAC) used for calculating pension benefits for all members of the bargaining unit under this contract and the Macomb County Employees' Retirement System Ordinance shall treat any retroactive wage payments as if the retroactive wages were paid to the employee when the wages were earned, not when they were paid by the Employer.
 5. Annuity Withdrawal: Any member of the bargaining unit who retires on or after January 1, 1984, pursuant to the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the employee's savings fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's monthly straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate calculated by the Retirement System's actuary consistent with the Pension Benefit Guaranty Corporation's methodology. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B, or C as described in the Ordinance.
 6. Purchase Of Military Service Credits: Members who wish to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said credits through payroll deduction. A member who chooses the payroll deduction option may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option). If a member

chooses the payroll deduction option, the cost of such credit shall be computed as provided in the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

7. **Pop-Up Option:** A retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.
8. **Survivor Benefit:** Any vested bargaining unit member who continues County employment and has not nominated a beneficiary as provided in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age sixty (60) years, (2) elected Option A in the Retirement Ordinance, and (3) nominated his/her spouse as beneficiary.
9. **DROP:** The Memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

An employee must be vested by December 31, 2012 to be eligible for the DROP.

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

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

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

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

ARTICLE 27

LONGEVITY

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.

A. 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, and paid Worker's Compensation period not to exceed one year.
3. The following schedule of payment shall be used as a basis for computation of longevity, paid to such employee as of October 31st, provided such employee is qualified as to length of service as per Section A, paragraph 1, as follows:

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

- B. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. This longevity payment shall be considered a part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.
- C. 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.

- D. 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.
- E. DROP Participants: At the time an employee elects to participate in the DROP he/she shall receive, as part of their payoff, a prorated amount of longevity compensation. 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 C, above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section A.4, above).
- F. Employees hired into the County after January 1, 2012 will not be eligible for Longevity.

ARTICLE 28

MANAGEMENT RIGHTS

- A. The Employer retains and shall have the sole and exclusive right and authority to 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 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.
- 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.
- D. The Employer retains and shall have the sole and exclusive right and authority to convert no more than 1 full time vacant position to part time during the term of this Agreement.

ARTICLE 29

EMERGENCY MANAGER

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

ARTICLE 30

DRUG TESTING

It is expressly understood that the Sheriff/Undersheriff or their designee shall, at their sole discretion, have the authority to require a member of the bargaining unit to submit to alcohol or drug test upon reasonable suspicion.

Furthermore, any officer whose present assignment involves narcotics investigation may be subjected to random drug testing at the sole discretion of the Sheriff/Undersheriff or their designee.

ARTICLE 31

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, shall be retained by the Employee.

ARTICLE 32

SPECIAL CONFERENCES

Special conferences mutually agreed upon for important matters will be arranged between the Union representative and the Employer or its designed 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. This meeting may be attended by a representative of the Police Officers Labor Council.

ARTICLE 33

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:

Captain, Commander and Dispatch Director: \$875
- C. Hazard Pay will be made in accordance with the employee's classification in effect at the time of payment, and will be paid in a regular paycheck on the first pay date in July.

ARTICLE 34

UNION BULLETIN BOARDS

The Employer will provide bulletin boards including lock and key, which may be used by the Union for purposes of Union business only. The said bulletin board shall not be used by the Union to disseminate propaganda, or posting of non-union political matters.

ARTICLE 35

EDUCATION ALLOWANCE

- A. Both Parties to this Agreement believe it is in the best interests of the Public and the Department to encourage and promote higher education in those instances where the courses taken are of benefit to the law enforcement officer in the performance of his/her duties. To these ends, the Parties agree that a representative of the Union and the County shall mutually establish before January 15, 1977, a comprehensive list of law enforcement college level credits and/or degrees or certificates which shall qualify for the education allowance herein.
- B. Only those employees classified as Captains, Commander or Dispatch Director shall be eligible to qualify for these education benefits.
- C. All eligible employees who desire to qualify for education benefits shall have semi-annual opportunities to do so on January 15, and July 1 by submitting authorized college transcripts to the Union President or his/her designated representative, at least ten (10) days prior to the aforesaid qualification dates, if possible.
- D. Upon receipt of such evidence of qualification for education benefits, the appropriate County representative shall give notice to the Finance Director of an employee's right to receive said benefits. Payment shall be made to all Captains qualifying for said benefits, effective from the January 15 or July 1 qualification dates.
- E. The following amounts will be added into eligible employee's base rate of pay upon qualification for the appropriate education allowance.

<u>AMOUNT</u>	<u>LEVEL</u>
\$150.00	Certificate, or/30 semesters, or/45 quarter credits
\$250.00	Associate Degree, or/60 semesters, or/90 quarter credits
\$500.00	Bachelor's Degree
\$800.00	Master's Degree

ARTICLE 36

AIR CONDITIONED VEHICLES

All newly purchased Sheriff Department automobiles primarily utilized by bargaining unit members in pursuit of their assigned duties, will be equipped with air conditioning.

ARTICLE 37

UNIFORM ALLOWANCE

- A. Uniform Allowance, as hereafter 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:
 - Captain, Commander, and Dispatch Director: \$1,000
- 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. 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 the Department specifications shall be made at the employee's personal cost and risk of Department disciplinary action.
- E. The present Uniform and Cleaning Allowance policy as it pertains to employees covered by this Agreement, will be continued for the duration of this Agreement as follows:

Uniforms and other attire, as required by Department regulations, personally owned, shall be taken to a designated commercial establishment for service required. Items to be covered include:

- | | |
|--|-------------------------|
| Uniform outer coats | Uniform shirts and ties |
| Uniform trousers/shirts | Uniform coats |
| Suits, Outer Coats & Shirts for Non-Uniform personnel only | |

ARTICLE 38

SAVINGS CLAUSE

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

ARTICLE 39

STATUTORY RIGHTS AND RESPONSIBILITIES

The Parties hereto agree that the foregoing 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 or 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 40

SALARY SCHEDULE

The Salary Schedule is attached to and is part of this Agreement.

ARTICLE 41

REIMBURSEMENT ACCOUNT PROGRAM

The Employer shall offer a pre-tax Reimbursement Account Program, as authorized by Section 125 of the Internal Revenue Service Code. The Reimbursement Account Program shall be limited to the Health Care and Dependent Care provisions of the IRS Code. Employees shall have the option of participating in the

Health Care and/or Dependent Care program. The Employer supports the establishment of a Premium Only Plan (POP) based upon the limitations of the Internal Revenue Service code and the vendor administering the program.

ARTICLE 42

TERMINATION OR MODIFICATION

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

- A. If either Party desires to terminate this Agreement, it shall, at least one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each Party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to written notice of termination by either Party at least one hundred twenty (120) days prior to the current year's termination.

- B. If either Party desires to modify or change this Agreement, it shall, at least one hundred twenty (120) days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event, the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

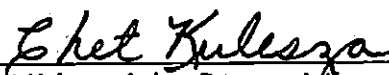
- C. Notice Of Termination Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Union, Police Officers Labor Council, 667 East Big Beaver Road, Suite 205, Troy, Michigan 48083, and if to the Employer, addressed to the Director, Human Resources and Labor Relations, 6th Floor, 1 South Main Street, Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.

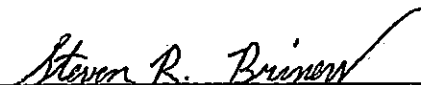
It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable Statutes and Ordinances and remain within the jurisdiction of the County of Macomb.

The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent the Sheriff of the County of Macomb from fulfilling or carrying out the Statutory or Constitutional duties of his or her office.

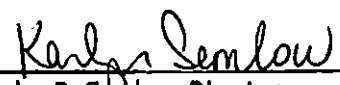
IN WITNESS WHEREOF, the Office of the County Executive, by its Director, Human Resources and Labor Relations, and the Macomb County Sheriff, and representatives of the Police Officers Labor Council, on behalf of its represented employees, hereby cause this Agreement to be executed.

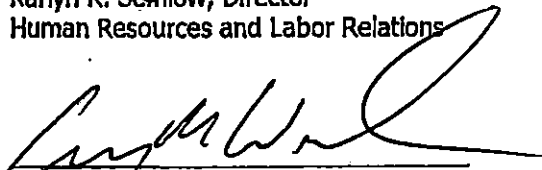
FOR THE UNION:


Chet Kulesza, Labor Representative
Police Officers Labor Council (POLC)


Steven Briney, President
Police Officers Labor Council

FOR THE EMPLOYER:


Karlyn R. Semlow, Director
Human Resources and Labor Relations


Anthony M. Wickersham, Sheriff
Macomb County

DATED: 8-1-22

**SALARY SCHEDULE
POLC - CAPTAINS/COMMANDER/DISPATCH DIRECTOR**

JANUARY 1, 2022 - MAY 27, 2022

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Commander	\$125,352.03	\$137,003.80
Captain	\$113,956.39	\$124,548.91
Dispatch Director	\$103,596.72	\$113,226.28

MAY 28, 2022 - DECEMBER 31, 2022

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Commander	\$127,859.07	\$139,743.88
Captain	\$116,235.52	\$127,039.89
Dispatch Director	\$105,668.65	\$115,490.81

Effective January 1, 2004, the parties agreed to increase the wage differential for the classification of Captain over the Lieutenant classification from 16% to 16.56%.

Effective March 19, 2022, the parties agree to a six point five six percent (6.56%) wage differential for the classification of Dispatch Director over the Lieutenant classification.

Effective March 19, 2022, the parties agree to a ten percent (10%) wage differential for the classification of Captain over the classification of Dispatch Director.

The Parties agreed to establish a wage differential of ten percent (10%) between the classifications of Commander and Captain.

**SALARY SCHEDULE
POLC - CAPTAINS/CHIEF OF STAFF (20)**

JANUARY 1, 2023 - DECEMBER 31, 2023

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Commander	\$131,694.84	\$143,936.19
Captain	\$119,722.58	\$130,851.08
Dispatch Director	\$108,838.71	\$118,955.53

Effective January 1, 2004, the parties agreed to increase the wage differential for the classification of Captain over the Lieutenant classification from 16% to 16.56%.

Effective March 19, 2022, the parties agree to a six point five six percent (6.56%) wage differential for the classification of Dispatch Director over the Lieutenant classification.

Effective March 19, 2022, the parties agree to a ten percent (10%) wage differential for the classification of Captain over the classification of Dispatch Director.

The Parties agreed to establish a wage differential of ten percent (10%) between the classifications of Commander and Captain.

**SALARY SCHEDULE
POLC - CAPTAINS/CHIEF OF STAFF (20)**

JANUARY 1, 2024 - DECEMBER 31, 2024

	<u>MINIMUM</u>	<u>MAXIMUM</u>
Commander	\$139,596.52	\$152,572.37
Captain	\$126,905.93	\$138,702.15
Dispatch Director	\$115,369.03	\$126,092.86

Effective January 1, 2004, the parties agreed to increase the wage differential for the classification of Captain over the Lieutenant classification from 16% to 16.56%.

Effective March 19, 2022, the parties agree to a six point five six percent (6.56%) wage differential for the classification of Dispatch Director over the Lieutenant classification.

Effective March 19, 2022, the parties agree to a ten percent (10%) wage differential for the classification of Captain over the classification of Dispatch Director.

The Parties agreed to establish a wage differential of ten percent (10%) between the classifications of Commander and Captain.

Appendix A
Active Employee Benefits

Blue Care Network

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 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> ?	<u>Premiums</u> , balance billed charges and health care this <u>plan</u> does not cover	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the phone number on the back of your ID card for a list of <u>network providers</u> . 800-662-6667 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's charge</u> and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.

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

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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

Your Rights to Continue Coverage:

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

Your Grievance and Appeals Rights:

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

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

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

Does this Plan Provide Minimum Essential Coverage? Yes

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

Does this Plan Meet the Minimum Value Standard? Yes

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

Translation available

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

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

About these Coverage Examples:



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

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

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

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

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

In this example, Peg would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$70
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$130

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

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

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

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

In this example, Joe would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$800
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Joe would pay is	\$860

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

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

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

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

In this example, Mia would pay:

<i>Cost Sharing</i>	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0

<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$200

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

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

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

إذا كنت أنت أو شخص آخر تساعده بحاجة للمساعدة، فذلك الحق في الحصول على المساعدة والمعلومات الضرورية بلتك 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。

ہم آپ کی زبان بول سکتے ہیں اور آپ کو مدد کرنے کے لیے مفت میں زبان کی ترجمانی کی خدمات فراہم کر سکتے ہیں۔ اگر آپ کو مدد کی ضرورت ہے تو براہ کرم اپنے کارڈ کے پیچھے دیے گئے گاہکوں کی سروس نمبر 877-469-2583 یا TTY: 711 پر بلا توجہ سے رابطہ 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 merri 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 고객센터 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

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

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

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

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

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

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

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

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

Important disclosure

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

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

Blue Cross Blue Shield

Community Blue PPO ASC

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



MACOMB COUNTY EMPLOYEES
Community Blue PPOSM ASC

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



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

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

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall deductible?	\$1,500 Individual/ \$3,000 Family	\$3,000 Individual/ \$6,000 Family	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive care services are covered before you meet your deductible.		This plan covers some items and services even if you haven't yet met the deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other deductibles for specific services?	No.		You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan? (May include a coinsurance maximum)	\$6,350 Individual/ \$12,700 Family	\$12,700 Individual/ \$25,400 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 limits 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, any pharmacy penalty and health care this plan doesn't 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.bcbsm.com or call the number on the back of your BCBSM ID card 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?	No.		You can see the specialist you choose without a referral.



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic.	Primary care or Online visit to treat an injury or illness	\$40 <u>copay</u> /office visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	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 you need are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	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.
	Preferred brand-name drugs	\$35 <u>copay</u> /prescription for retail 30-day supply; \$70 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
	Nonpreferred brand-name drugs	\$70 <u>copay</u> /prescription for retail 30-day supply; \$140 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None

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

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

Excluded Services & Other Covered Services:

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

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

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 | • Non-emergency care when traveling outside the U.S |
| • Chiropractic care | • Hearing aids | • Private-duty nursing |

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet Minimum Value Standards? Yes

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

Language Access Services: See Addendum

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

About these Coverage Examples:



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

Peg is Having a Baby

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

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

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

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

In this example, Peg would pay:

Cost Sharing

Deductibles	\$1,500
Copayments	\$100
Coinsurance	\$1,700

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$3,360

Managing Joe's Type 2 Diabetes

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

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

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

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

In this example, Joe would pay:

Cost Sharing

Deductibles	\$1,500
Copayments	\$900
Coinsurance	\$70

What isn't covered

Limits or exclusions	\$60
The total Joe would pay is	\$2,530

Mia's Simple Fracture

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

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

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

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

In this example, Mia would pay:

Cost Sharing

Deductibles	\$1,100
Copayments	\$100
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$1,200

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

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



MACOMB COUNTY EMPLOYEES

Simply Blue PPO HSASM ASC with Rx

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

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

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



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

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

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



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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet Minimum Value Standards? Yes

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

Language Access Services: See Addendum

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

About these Coverage Examples:



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

Peg is Having a Baby

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

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

This EXAMPLE event includes services like:

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

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

In this example, Peg would pay:

Cost Sharing

Deductibles	\$2,000
Copayments	\$30
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$2,090

Managing Joe's Type 2 Diabetes

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

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

This EXAMPLE event includes services like:

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

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

In this example, Joe would pay:

Cost Sharing

Deductibles	\$2,000
Copayments	\$700
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$60
The total Joe would pay is	\$2,760

Mia's Simple Fracture

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

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

This EXAMPLE event includes services like:

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

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

In this example, Mia would pay:

Cost Sharing

Deductibles	\$1,900
Copayments	\$0
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$1,900

Health Alliance Plan



Administered by Alliance Health and Life Insurance Company

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

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

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



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 copay per visit	Not Covered	Visits are face-to-face, telephonic, or through secure electronic portal
	Specialist visit	\$40 copay per visit	Not Covered	-----None-----
	Other practitioner office visit	\$25 PCP Other Practitioner or Telemed copay per visit/ \$40 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 \$20 copay/prescription (retail) Non-Preferred \$20 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	\$40 copay/prescription (retail)	Not Covered	
	Non-preferred brand drugs	\$60 copay/prescription (retail)	Not Covered	
	Specialty drugs	Preferred \$60 copay/prescription (retail) Non-Preferred \$60 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	\$200 copay per visit	\$200 copay per visit	Copay will be waived if admitted
	Emergency medical transportation	No Charge	No Charge	Emergency medical transportation Only
	Urgent care	\$50 copay per visit	\$50 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	\$25 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	\$40 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	\$40 copay per visit	Not Covered	No Charge for routine eye exam
	Children's glasses	Covered	Not Covered	Coverage for one pair of eye glasses each year. Detailed information regarding coverage of lenses and Collection Frames can be found in your policy or plan documents.
	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.)		
<ul style="list-style-type: none"> Acupuncture Chiropractic Care Cosmetic Surgery 	<ul style="list-style-type: none"> Dental Care (Adult) Long-Term Care Non-Emergency Care When Traveling Outside the U.S. 	<ul style="list-style-type: none"> Private-Duty Nursing Routine Foot Care (Only if meets plan guidelines)

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 (Only if meets plan guidelines) Hearing Aids 	<ul style="list-style-type: none"> Infertility Treatment (Only if meets plan guidelines) Routine Eye Care (Adult) 	<ul style="list-style-type: none"> Weight Loss Programs

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.* _____

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 \$40
- 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	\$810
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$60
----------------------	------

The total Peg would pay is \$870

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 \$40
- 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	\$1,420
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$55
----------------------	------

The total Joe would pay is \$1,475

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

- The plan's overall deductible \$0
- Specialist copayment \$40
- 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	\$120
Coinsurance	\$0

What isn't covered

Limits or exclusions	\$0
----------------------	-----

The total Mia would pay is \$120

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

Appendix B

Active Employees Dental Benefits

Delta Dental

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



Delta Dental PPO (Point-of-Service)

Delta Dental
PPO Dentist

Delta Dental
Premier
Dentist

Non-
participating
Dentist

Coverage effective January 1, 2018

Plan Pays

Plan Pays

Plan Pays*

Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	100%	100%	100%
Emergency Palliative Treatment - to temporarily relieve pain	100%	100%	100%
Radlographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	75%	75%
Endodontic Services - root canals	80%	75%	75%
Periodontic Services - to treat gum disease	80%	75%	75%
Oral Surgery Services - extractions and dental surgery	80%	75%	75%
Major Restorative Services - crowns	80%	75%	75%
Other Basic Services - misc. services	80%	75%	75%
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) Member & Spouse (Lifetime Maximum)	\$2,200 \$1,800
Annual Maximum (per member per year):	Unlimited
Annual Renewal:	01/01
Membership Card Reads:	MACOMB

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

Appendix C

Active Employees Vision Benefits

BCBSM Vision Benefits



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

MACOMB COUNTY EMPLOYEES

A1CVP6

007000448

Vision Coverage

Effective Date: On or after January 2021

Benefits-at-a-glance

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

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

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

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

Member's responsibility (copays)

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

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

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	100% of approved amount	Reimbursement up to \$58 less \$5 copay (member responsible for any difference)
One eye exam in any period of 12 consecutive months		

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

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

Lenses and frames

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

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	100% of approved amount	Reimbursement up to \$210 (member responsible for any difference)
Contact lens suitability examination (fitting and evaluation)	Contact lenses up to the allowance in any period of 12 consecutive months	
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

LETTER OF UNDERSTANDING

between

THE COUNTY OF MACOMB

and

POLICE OFFICERS LABOR COUNSEL (POLC) - Captains/Commander/Dispatch Director

RE: Weapons

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

To Whom It May Concern:

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

MAKE: _____

MODEL: _____

Your cooperation in this matter is appreciated.

Sheriff, Macomb County, Michigan

FOR THE UNION:

FOR THE EMPLOYER:

Chet Kulesza
Chet Kulesza, Labor Representative
Police Officers Labor Council (POLC)

Kariyn Semlow
Kariyn R. Semlow, Director
Human Resources and Labor Relations

Steven R. Briney
Steven Briney, President
Police Officers Labor Council

Anthony M. Wickersham
Anthony M. Wickersham, Sheriff
Macomb County

DATED: 8-1-22

**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 Police Officers Labor Council, on behalf of the Macomb County Sheriff Department Captains, Commander and Dispatch Director 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:

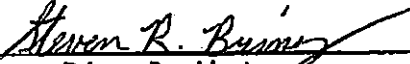
FOR THE EMPLOYER:




Chet Kulesza, Labor Representative
Police Officers Labor Council (POLC)



Kariyn R. Semlow, Director
Human Resources and Labor Relations



Steven Briney, President
Police Officers Labor Council



Anthony M. Wickersham, Sheriff
Macomb County

DATED: 8-1-22

MEMORANDUM OF UNDERSTANDING

Regarding

DEFERRED RETIREMENT OPTION PLAN

FOR MEMBERS OF POLICE OFFICERS LABOR COUNCIL

REPRESENTING CAPTAINS, COMMANDER and DISPATCH DIRECTOR

- A. **Background:** The Police Officers Labor Council is a labor organization representing some employees of the Macomb County Office of the Sheriff, including Captains, Commander and Dispatch Director. The union has bargained with the Macomb County Office of the County Executive and entered into a labor agreement whose term commenced January 1, 2004 and ends December 31, 2006. As part of the labor negotiations, the parties agreed to create a deferred retirement option plan for members of the Police Officers Labor Council. Therefore, (Expressly contingent upon ratification by the Full Board of Commissioners on August 12, 2004), effective August 28, 2004, an employee of Macomb County who is a member of the Police Officers Labor Council representing the Captains, Commander and Dispatch Director of the Office of the Sheriff, may voluntarily elect to participate in the deferred retirement option plan, hereinafter "DROP", upon obtaining the minimum age and service requirements for a normal service retirement. Upon commencement of DROP participation, the employee's DROP benefit shall be the dollar amount of the employee's monthly pension benefit computed by using the contractual guidelines and formula that are in effect on the date that the employee first participates in the DROP plan. During participation in the DROP, the employee will continue to enjoy full employment status and receive all future promotions and wage increases. Any fringe benefits paid to members of the Labor Council shall continue to be received by them, except for those specifically eliminated or modified by this agreement or the labor agreement.

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

- B. **Eligibility:** (Expressly contingent upon ratification by the Full Board of Commissioners on August 12, 2004), effective August 28, 2004, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the Police Officers Labor Council bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.
- C. **Participation:** The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.
- D. **DROP Payment:** Upon termination of employment, the retiree shall receive the monthly retirement benefit previously credited to his/her DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension benefit otherwise payable to the DROP account until termination of employment. Interest on the DROP account will continue to accrue during such a forfeiture, except as provided in Subsection J.
- E. **Election to Participate:** Participation in the DROP is irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall complete and sign such application form or forms as shall be required by the Macomb County Office of the County Executive. Such application shall be reviewed by the Human Resources and Labor Relations Department within a reasonable time period and make a determination as to the member's eligibility for participation in the DROP. On the date upon which the

member's participation in the DROP shall be effective, he/she shall be considered to be a DROP participant and shall cease to be an active member of the Macomb County Employees Retirement System. The amount of credited service, multiplier and final average compensation shall be fixed as of the employee's DROP date. When an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were earned, not when they were received by the employee. Increases or decreases in compensation during DROP participation will not be factored into retirement benefits of active or former DROP participants. DROP participants accrue no service time credit for retirement purposes pursuant to the Macomb County Employees Retirement System.

Upon execution of this agreement by the Police Officers Labor Council and the County of Macomb, employees who are represented by the Police Officers Labor Council and who qualify for DROP participation may file the appropriate application forms with an effective DROP date no sooner than (Expressly contingent upon ratification by the Full Board of Commissioners on August 12, 2004) August 28, 2004.

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

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

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

DROP Issuance	January 1st	February 1st	March 1st	April 1st	May 1st	June 1st	July 1st	August 1st	September 1st	October 1st	November 1st	December 1st
08 Drop								\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
08 Int.									\$14	\$28	\$42	\$56
09 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
09 Int.	\$70	\$84	\$98	\$112	\$126	\$140	\$154	\$168	\$182	\$196	\$210	\$224
10 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
10 Int.	\$238	\$252	\$266	\$280	\$294	\$308	\$322	\$336	\$350	\$364	\$378	\$392
11 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
11 Int.	\$406	\$420	\$434	\$448	\$462	\$476	\$490	\$504	\$518	\$532	\$546	\$560
12 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800
12 Int.	\$574	\$588	\$602	\$616	\$630	\$644	\$658	\$672	\$686	\$700	\$714	\$728
13 Drop	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800					
13 Int.	\$742	\$756	\$770	\$784	\$798	\$812	\$826	\$*				

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

I. Contributions: The employee's contributions to the Macomb County Employees Retirement System shall cease as of the date that the employee begins participation in the DROP.

J. Distribution of DROP Funds: Within 45 days of termination of employment, the employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from his/her individual DROP account:

- 1) A lump sum distribution to the employee; AND/OR
- 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Macomb County Office of the County Executive or the Retirement System for such rollovers.

Failure to elect one of the above options and receive such distribution within 60 days of termination of employment shall result in the termination of any interest paid on said account. All benefit payments under the Plan shall be made as soon as practicable after entitlement thereto, but in no event later than April 1 following the later of:

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

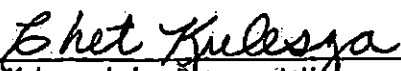
If the accumulated balance in any former employee's account is more than \$1,000 but less than \$5,000 (or such other amount as provided in the Internal Revenue Code, particularly Section 411(a)(11)(A)), then the Retirement System, in its sole discretion, shall have the option of distributing the former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

K. Death During DROP Participation: If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is,

after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (Subsection J). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.

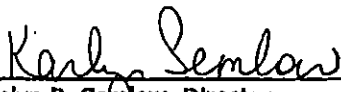
- L. Disability During DROP Participation: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of the Macomb County Office of the Sheriff, the employee's participation in the DROP shall cease, and the employee shall receive such benefits as if the employee had retired and terminated employment during the participation period.
- M. Internal Revenue Code Compliance: The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.
- N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.
- O. Annual Leave, Sick Leave and Other Fringe Benefits: The collective bargaining agreement may provide for the crediting of both annual leave and sick leave banks for inclusion in determining an employee's final average compensation for purposes of computing retirement benefits.
- At the effective date of an employee's participation in the DROP plan, an employee's annual 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 and sick leave shall be determined as set forth in the collective bargaining agreement between the Police Officers Labor Council and the County of Macomb.
- P. Voting Rights and Retirement Board Members: At the time an employee elects to participate in the DROP, he/she shall be eligible to vote in any employee-member elections and shall be eligible to hold office pursuant to Section 4(e) of the Macomb County Employees Retirement Ordinance as an elected employee member.

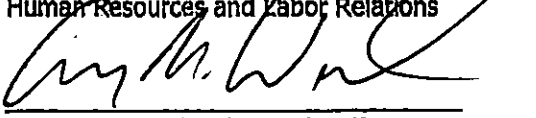
FOR THE UNION:


Chet Kulesza, Labor Representative
Police Officers Labor Council (POLC)


Steven Briney, President
Police Officers Labor Council

FOR THE EMPLOYER:


Karlyn R. Semlow, Director
Human Resources and Labor Relations


Anthony M. Wickersham, Sheriff
Macomb County

DATED: 8-1-22