

AGREEMENT

between

COUNTY OF MACOMB

and

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 411

**January 1, 2023
through
December 31, 2025**

AFSCME LOCAL 411

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AFSCME LOCAL 411 MASTER AGREEMENT

THIS AGREEMENT is entered into on the first day of January, 2023, between the COUNTY of MACOMB, hereinafter referred to as the Employer or the County, and Michigan Council 25, AFSCME, and its affiliated Local Union #411, hereinafter referred to as Union, on behalf of regular employees of duly recognized, and clearly defined classifications in the Departments or Divisions of Departments listed in Appendix A.

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.

ARTICLE 1

RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the classifications in the Departments or Divisions of Departments listed in Appendix A.

ARTICLE 2

REPRESENTATION AND FEES AND DUES

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

- A. Employees will be represented by the bargaining unit and may authorize the Employer to deduct appropriate fees or dues to remit to the Union. If Public Act 349 of 2012 is either declared invalid, repealed or modified to make union security, including any form thereof lawful, the Union Security provisions contained in the 2011-2013 Labor Agreement will again be in force and effect to the fullest extent permitted by law.
- B. Upon written authorization from an employee, the Employer shall deduct from the wages, all fees and dues as are prescribed by the Union and/or this Agreement. Such employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Union President or Treasurer of the Union of the amounts to be deducted. Such deduction under all properly executed authorizations shall become effective at the time application is signed by the employee. The Employer shall make such deductions the second pay period of the month following such authorization. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Secretary/Treasurer of AFSCME Council 25 as soon as possible after the deduction.
- C. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deductions as a condition of employment.
- D. The Employer shall send written confirmation of all new hires, transfers out of the bargaining unit and terminations every month to the Union President.
- E. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.
- F. The Union will, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 3

REPRESENTATION, OFFICERS, STEWARDS AND BARGAINING COMMITTEE

- A. The Union shall annually submit to the Director, Human Resources and Labor Relations a list of the names and offices held by each member of Local 411. Said notice shall include all designated officers, Executive Board members, Chief Steward, Stewards and Alternate Stewards.

- B. Chief Steward, Stewards and Alternate Stewards:
 - 1. The Union shall designate the Chief Steward, District Stewards and District Alternate Stewards. District Stewards and District Alternate Stewards shall be regular employees of the District in which their Department/location is assigned.
 - a. Chief Steward: At the request of the Local President or, in the absence of a District Steward, the Chief Steward shall be permitted, a maximum of up to one (1) hour per day, noncumulative, during the regular work schedule and without loss of time or pay, to investigate and present grievances to the Employer. If travel is required, the Chief Steward shall be permitted a maximum of one and one-half (1 1/2) hours per day to conduct labor relations related union business, to include, but not limited to, investigate and present grievances to the Employer. A greater period of time may be granted, in writing, by the Chief Steward's Department Head or designee.

 - b. District Stewards: District Stewards shall be permitted a maximum of up to one (1) hour per day, noncumulative, during the regular work schedule and without loss of time or pay, to investigate and present grievances to the Employer. A greater period of time may be granted, in writing, by the Steward's Department Head or designee. Because travel may be required, Stewards in Districts 7, 8 and 10, only, shall be permitted a maximum of one and one-half (1 1/2) hours per day to investigate and present grievances to the Employer.

 - c. Alternate District Stewards: Alternate District Stewards shall function as a Steward only when the Local President assigns the Alternate Stewards to duties of a Steward for a particular situation. If the Employer needs to discuss a matter with a Steward, and the Steward is unavailable, the Employer shall contact the Local President, who shall notify and assign the Alternate Steward to the particular situation.

- C. Each District shall be represented by one (1) Steward, as follows:
 - DISTRICT 1: Verkuilen Building, Central Receiving, Emergency Services & Communications and Microfilm

 - DISTRICT 2: Sheriff Department, Health Department

 - DISTRICT 3: Court Building, County Building Clericals, Administration Building, Talmer Building

 - DISTRICT 4: Animal Shelter

 - DISTRICT 5: Facilities & Operations Department, except Clericals

 - DISTRICT 6: Warren and St. Clair Shores Satellites

 - DISTRICT 7: Community Mental Health employees

 - DISTRICT 8: Pumping Station, Public Works

 - DISTRICT 9a: MCCA Headstart-North of 16 Mile road

DISTRICT 9b: MCCSA Headstart-South of 16 Mile road

DISTRICT 10a: 42nd District Court - Division I

DISTRICT 10b: 42nd District Court - Division II

D. The parties agree that if any creation, relocation or consolidation of a Department or Division of a Department is made, a Special Conference will be held, if warranted, to assign, reassign, add or delete the Steward and/or Districts that are listed in Section C., above. Any changes agreed upon will be reduced to writing and will become a part of this Collective Bargaining Agreement.

E. Local President's Union Release Time:

1. The Local President shall receive up to three (3) hours per day during the regular work schedule and without loss of time or pay, for the purpose of conducting union business for Macomb County, AFSCME Local 411 employees, to include, but not limited to, investigating and presenting grievances to the Employer. A greater period of time may be permitted by prior authorization from their immediate Supervisor or the Department.
2. The Local President shall be provided a designated work space by the County in which on-site union business shall be conducted. With prior notice to the Local President's supervisor, or designee, the Local President shall be able to conduct three (3) hours of union business offsite.
3. In the event there is no union business to conduct, the Local President will perform their regularly assigned duties.
4. Whenever the Local Union President wishes to visit a Macomb County work site to discuss a Union matter with an employee, a Steward or with the Employer, the Local Union President shall notify and get permission from the affected Department Head or Immediate Supervisor.
5. The local president will also be allowed to conduct Union business on County-paid time when:
 - a. The president is contacted by the Director, Human Resources and Labor Relations or by a Department Head regarding a Local 411 matter;
 - b. An emergency situation arises and the President and the Director, Human Resources and Labor Relations or designee agree that such an emergency exists;
 - c. Negotiating sessions are scheduled;
 - d. Other union related business as approved by the Director, Human Resources and Labor Relations.
 - e. One (1) Union Convention per year for up to five (5) business days.

F. In the event of an absence of the Local President lasting more than fifteen (15) calendar days, the Local Vice-President shall be permitted the same Union release time that is normally afforded to the Local President when they are not absent. The Staff Representative of Council 25 shall notify the Director, Human Resources and Labor Relations in writing that the Local Vice-President is to assume the duties of the Local President during his/her absence.

G. Bargaining Committee:

1. The Bargaining Committee shall be comprised of the Local President, Vice-President, and five (5) additional members. Council 25 shall be allowed to send a representative(s) to the bargaining sessions.

2. The Parties agree that negotiations will be conducted at mutually acceptable times and places. The Bargaining Committee shall be released from regular duty and compensated for all time spent negotiating during the member's regular work schedule.

ARTICLE 4

NO STRIKE - NO LOCKOUT

- A. The Parties 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, may be subject to disciplinary action up to and including discharge.
- B. The County agrees that in consideration of the foregoing, during the life of this Agreement the County will not lockout employees.

ARTICLE 5

RATES FOR NEW JOBS

When a new job is created in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. Prior to the establishment of a new job, the County will notify the Union President or designee of its intent to create the new job. Upon request of the Union, the Employer will provide a list of the duties and responsibilities, if such a list is available. In the event the Union does not agree with the rate structure established by the Employer as it relates to the new duties and responsibilities, the Union shall have the right to submit the matter to the grievance procedure at the Third Step.

ARTICLE 6

ADMINISTRATIVE DISCUSSIONS

Nothing in this Agreement shall be intended to abrogate an employee's right to discuss normal, customary administrative situations with his/her Immediate Supervisor.

ARTICLE 7

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 of the normal operation of the Employer's affairs.
- B. Any employee having a grievance in connection with their employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:
 1. STEP 1: The employee must first discuss the specific grievance with their immediate Supervisor or designee. A Steward shall be present at this meeting; otherwise, the complaint shall not be considered a formal grievance, as outlined in this Article. The Immediate Supervisor shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee and their Steward.
 2. STEP 2: WRITTEN - DEPARTMENT HEAD: If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward or Union President with the employee's Department Head within ten (10) days after the immediate Supervisor's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took

place, the specific section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of one of the following: the Union President, Vice President or Steward and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Department Head shall give a written answer to the Union President or Vice President and Steward.

3. **STEP 3: DIRECTOR, HUMAN RESOURCES AND LABOR RELATIONS:** If the grievance is not settled at Step 2, such grievance may be submitted by the Union President to the Director, Human Resources and Labor Relations, with a courtesy copy to the Department Head, within ten (10) days after the Department Head's written response has been received by the Union President or Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Human Resources and Labor Relations Department.

The Union President, or designee, must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the Union President's written request. The Union President, or designee, and Council 25 Representative shall meet with the Director, Human Resources and Labor Relations, or designee, monthly for Step 3 grievance meetings. Dates and times shall be mutually agreed upon. The Union representatives at said meeting may include, at the Union's discretion, the Union President or designee, the grievant, the Steward and a Council 25 Representative. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

The decision of the Director, Human Resources and Labor Relations or designee shall be given in writing to the Union President within ten (10) days of the completion of the Step 3 meeting.

GRIEVANCE MEDIATION: If the grievance is not resolved at Step 3 of the grievance procedure, either party may pursue the matter to Mediation by filing a request with the American Arbitration Association (AAA) and notifying the other party concurrently within five (5) days of the grievance meeting. If the mediation process is unsuccessful, either party shall have the right to move the matter to arbitration.

4. **STEP 4: ARBITRATION:**
 - a. If the grievance is not resolved at Step 3, or through grievance mediation, the Union President or Vice-President has thirty (30) days from the receipt of the Step 3 answer or the date of the decision issued by the mediator in the event of grievance mediation, to file a Notice of Intent to Arbitrate, by sending a letter to the Director, Human Resources and Labor Relations. If the Union President or Vice-President fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.

C. SELECTION OF THE ARBITRATOR:

1. Within thirty (30) days of the receipt 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, the Union will have an additional ten (10) days to request the American Arbitration Association (AAA) provide a list of impartial arbitrators in accordance with its applicable rules and regulations. Any grievance not scheduled in accordance with this procedure is considered settled and not subject to further review.
2. The Parties recognize that, through no fault of either, an arbitrator may not be available for an extended period of time, to hear a case (extended period of time shall mean three (3) months or longer).
3. The party seeking arbitration shall notify the arbitrator within ten (10) days of their selection and begin to arrange the scheduling of the arbitration hearing.

D. AUTHORITY OF THE ARBITRATOR:

1. All arbitration hearings shall be governed by the rules of the American Arbitration Association (AAA).
2. Any arbitrator selected shall have only the functions and authority set forth herein. The scope and extent of the jurisdiction of the arbitrator shall be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the terms of this Agreement. The arbitrator shall be without power or authority to make any decision contrary to or inconsistent with any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law. The arbitrator shall be without power to modify or vary in any way the terms of this Agreement.
3. The arbitrator shall have no power to establish or modify job classifications, to establish wage rates, or to change any existing wage rate, work schedule, or assignment, except for grievances arising out of Article 5, Rates For New Jobs.
4. In the event a grievance is submitted to an arbitrator and the arbitrator finds that they have no jurisdiction to rule on such grievance, it shall be referred back to the Parties without an answer or recommendation on the merits of the grievance.
5. To the extent that the laws of the State of Michigan permit, it is agreed that any arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such arbitrator.
6. The arbitrator shall be without power to award a retroactive pay adjustment in a like or analogous situation since the Award is not a binding precedent.
7. In matters concerning discipline imposed, the arbitrator shall have the authority to sustain, overrule or mitigate the disciplinary action.
8. The decision of the arbitrator shall be in writing and due within thirty (30) days of the close of the hearing. This time limit may be waived by mutual written consent of the Parties.
9. The fees and approved expenses of an arbitrator will be paid by the Parties equally.

E. GENERAL CONDITIONS:

1. Withdrawal of Grievances: A grievance may be withdrawn and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within fifteen (15) days from the date of withdrawal, the grievance shall not be reinstated.
2. Computation of Back Wages: All claims for back wages shall be limited to the amount of straight time wages less any unemployment compensation, and/or wages earned from any other source during the period in question.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular step of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in writing to the particular step within the specified time limits, the Union may appeal the grievance to the next step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.
4. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.

5. Time limits may be extended or shortened by mutual written consent of the Parties.
6. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
7. Records, reports and other information pertaining to a grievance which are requested by the Union shall be made available for inspection and copying by the Union, provided the proper representative of the Union makes a request for the specific document referenced above and the affected employee has authorized in writing the release of said information.

ARTICLE 8

SPECIAL CONFERENCES

Special Conferences mutually agreed upon, will be arranged between the Union President or designee, and the Director, Human Resources and Labor Relations or designee, for purposes of discussion of important matters. Such meeting shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union. Written 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 and agreed upon. Matters taken up in Special Conference 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. Special Conferences called to discuss disciplinary actions shall freeze any and all time limits of the Grievance Procedure.

ARTICLE 9

DISCIPLINE

A. Discipline:

1. Disciplinary action may include but is not limited to the following: oral reprimand, written reprimand, suspension (notice to be given in writing), discharge (notice to be given in writing). Nothing in this action however, shall prevent the Employer from appropriately disciplining an employee should circumstances warrant, up to and including discharge for just cause.
2. The Employer shall not discipline any employee without just cause. Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee.
3. Any disciplinary action imposed upon an employee may be processed as a grievance.
4. Employees shall have the right to have union representation at all levels of disciplinary action.
5. If the employee wants his/her union informed of any disciplinary action, it shall be the responsibility of the employee to do so.
6. If the Employer has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

B. Suspension and/or Discharge:

1. The Employer may remove an employee from the work place prior to the imposition of discipline for reasons of conducting an investigation into alleged misconduct where the employee's presence at the work place after engaging in alleged misconduct has an adverse effect upon the work place. If an employee is removed from the work place under this provision such removal shall be with pay pending the outcome of the investigation. If the employee is subsequently suspended without pay or discharged after following the procedure set forth herein, the suspension without pay or discharge may relate back to the time of the initial removal from the work place under this provision.

2. The Union shall have the right to take up the suspension and/or discharge as a grievance at the Third Step of the Grievance Procedure, and the matter shall be handled in accordance with this procedure.

C. Records in Personnel Files:

1. Where disciplinary action has been put in writing, a copy shall become part of the employee's personnel file.
2. Any record of disciplinary action shall remain in the employee's personnel file. If after two (2) years from the date of discipline there have been no further incidents of a similar nature, the employee may request in writing for the Employer to remove the discipline from the personnel file. If the employee has not violated paragraph 3 below, the employer will remove such discipline from the employee's personnel file. When such request has been granted, the discipline shall be kept by the Employer in a separate file and shall be maintained for record keeping purposes only and will not be used in progressive discipline.
3. If, prior to the end of the above two (2) years, the employee is disciplined for a similar incident, the record of the first disciplinary action shall be maintained in the employee's file for an additional two (2) years, or a total of four (4) years. Record(s) of any similar incident(s) which causes subsequent disciplinary action to be imposed shall remain in the employee's personnel file until the previous similar discipline is authorized to be removed pursuant to paragraph 2, above.
4. If a record of discipline is not subject to paragraph 3 above and is older than two (2) years, it will not be relied upon for the purposes of progressive discipline.
5. It is the responsibility of the Employee to petition the Employer for removal of discipline records. Employees are encouraged to exercise their right to review their personnel files in accordance with the provisions of this collective bargaining agreement and/or human resources policies.

ARTICLE 10

REGULAR EMPLOYEE DEFINED

- A. A regular employee is defined as a person who is hired on a regular basis to fill a budgeted position.
- B. Any employee who shall have worked thirty (30) hours or more per week for at least six (6) consecutive months shall be a regular full-time employee.
- C. A regular full-time employee who does not receive pay for an average of thirty (30) hours per week for six (6) consecutive months is no longer a regular full-time employee for all purposes of the Collective Bargaining Agreement, except for the Workers Compensation and Leave of Absence Articles.
- D. A regular employee's position may be either full-time or part-time. A regular full-time position is one that is normally scheduled for thirty (30) or more hours per week. A regular part-time position is one that is normally scheduled for less than thirty (30) hours per week.

ARTICLE 11

INCREMENTS - TEMPORARY ASSIGNMENT

- A. INCREMENTS: After employment commences, an employee will be eligible to receive one (1) normal wage increment after each thirteen (13) biweekly pay periods of continuous employment until the employee reaches the maximum of his/her wage range. Such increments are found in Appendix A of this Collective Bargaining Agreement. All increments are to be approved or disapproved by the respective Department Head. If the

increment has been disapproved, the employee and the Director, Human Resources and Labor Relations shall be notified in writing by the Department Head of the reason(s) for such disapproval.

- B. Temporary assignments are made at the discretion of the Employer in order to ensure orderly performance and continuity of services. A regular employee temporarily assigned to a higher job classification for a period in excess of five (5) consecutive working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. The employee temporarily assigned must have the current ability to do the available work and meet the minimum qualifications of the higher classification.

The employee temporarily assigned shall be eligible for increments until the maximum salary for the temporary assignment is reached. Payment for such temporary assignment must be authorized in writing by the Department Head and approved by the Director, Human Resources and Labor Relations before the salary adjustment is made.

The procedure set forth above in Article 11, Increments – Temporary Assignment, shall be utilized to approve or disapprove increments pursuant to this provision.

ARTICLE 12

SICK LEAVE

- A. Participants in the Deferred Retirement Option Plan are not subject to Article 12, Sick Leave, but shall receive Sick Leave in the manner described in Article 18, Deferred Retirement Option Plan.
- B. Regular full time employees, shall accrue a Sick Leave bank at the rate of up to twelve (12) days per year. Sick Leave shall accumulate only on hours paid.

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

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

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

- D. An employee may utilize available Sick Leave for absences:
 - 1. Due to personal illness or physical incapacity caused by factors that the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
 - 2. Necessitated by exposure to contagious disease or condition in which the health of others would be endangered by attendance on duty.
 - 3. Due to illness of a member of their immediate family who requires their personal care and attention. The term "immediate family" as used in this section shall mean parent, current step parent, current mother-in-law, current father-in-law, current spouse, children, current daughter-in-law, current son-in-law, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is normally a member of the employee's household.
 - 4. To report to the Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.

- E. Any employee absent for one of the reasons mentioned above shall inform their immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of Sick Leave with pay for the period of absence.
- F. When an absence occurs as defined in this Article, and the Department Head or designee suspect's abuse, a medical certificate may be required.
- G. An employee who is seriously ill for more than five (5) days while on Paid Time Off, may, upon application, have the duration of such illness charged against their Sick Leave bank rather than against Paid Time Off. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- H. Sick Leave shall be available for use upon accrual.
- I. Accumulated Sick Leave Payoff (does not apply to employees hired after 1-1-16)
 - 1. The maximum Accumulated Sick Leave available to be paid off is one hundred twenty-five (125) work days. Any accumulated sick leave above the one hundred twenty-five (125) work days will be considered excess sick leave.
 - 2. Retirement: A regular employee, as defined in Article 10, Regular Employee Defined, who leaves employment because of retirement and is eligible for and receives a pension under Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of their accumulated and unused Sick Leave at employee's then current rate of pay.
 - 3. In case of death of a regular employee, as defined in Article 10, Employee defined, payment of their accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's estate/trust.
 - 4. Excess sick leave, up to a maximum of 440 hours, will be paid at the time of separation from the County to either those eligible to receive benefits under Macomb County Employees' Retirement Ordinance or to those who have participated in the DROP. The cash payment will be made in the payoff check with normal deductions. This payment will not be included in the Final Average Calculation (FAC).
- J. Sick Leave payoff for employees in the Defined Contribution (401(a) Plan):

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

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

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

ARTICLE 13

BEREAVEMENT LEAVE

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

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

Applicable to paragraph B. and C. only:

All Bereavement Leave requests are subject to prior approval by the Employer and shall not be unreasonably withheld or denied.

ARTICLE 14

PAID TIME OFF (PTO)

- A. Participants in the Deferred Retirement Option Plan are not subject to Article 14, Paid Time Off, but shall receive Paid Time Off in the manner described in Article 18, Deferred Retirement Option Plan.
- B. The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that shall be used for such employee needs as vacation, personal business and other activities, without disrupting the operations of the department. Paid Time Off (PTO) shall also be used for employee absences incurred from inclement weather.
- C. Full time employees shall be entitled to accrue Paid Time Off (PTO) according to the following schedule.

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

<u>YEARS OF CONSECUTIVE FULL TIME SERVICE COMPLETED:</u>	<u>ANNUAL EQUIVALENT OF:</u>
less than 5	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

- D. Paid Time Off days may be accumulated to a maximum of thirty (30) work days.
- E. Paid Time Off shall be available for use upon accrual.

Full-time employees shall be entitled to accumulate Paid Time Off as above for each fully paid two (2) week pay period of service. Paid Time Off shall accumulate only on hours paid.

- F. Paid Time Off requests shall be reviewed by the Department Head/designee, and must have their approval. Such approval shall be at the Department Head/designee's discretion to ensure efficient operations.
- G. Full time employees may request Paid Time Off conversion to cash payment of up to forty (40) hours per conversion, maximum of eighty (80) hours per year. Employees requesting Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Paid Time Off to be eligible for the conversion. The requested Paid Time Off conversion(s) must be submitted by February with the cash payment to be made on the second pay in March and August with the cash payment to be made on the second pay in September, in regular paychecks with normal deductions.
- H. Upon termination of employment, an employee shall be compensated for their Paid Time Off at the rate of pay said employee received at the time of termination.

ARTICLE 15

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 paid time off and compensatory time.
 - e. An approved Personal Leave shall not exceed 6 months.
 - f. An employee approved for a Personal Leave shall not accrue credited service for retirement during the time which the employee is on said Personal Leave without pay.
 - g. While on an unpaid Personal Leave, benefits will be cancelled at the end of the month from the point of unpaid status. Upon return from an unpaid Personal Leave of Absence, insurance benefits will be reinstated in accordance with the waiting periods as outlined in Article 16, 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 25, Seniority and termination of employment.

2. Medical Leave for Employee and/or Family:

- a. An employee may be eligible for a Medical Leave upon completion of 6 months of service from their date of hire.
- b. An eligible employee who is unable to work due to their own medical condition caused by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.
- c. A family member shall be defined as parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchild. It shall also include any person who is normally a member of the employee's household.
- d. An employee absent from work for more than 5 consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources and Labor Relations.
- e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head or designee at least thirty (30) days prior to the effective date of the Medical Leave.
- f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.
- g. Medical certification must be received in the Human Resources and Labor Relations department within 15 days from the employee's last day worked.
- h. While on an approved Medical Leave, an employee must exhaust sick leave and compensatory time.
- 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 effective immediately.
- 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 25, Seniority and termination of employment.

3. Military:

- a. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.
 - b. Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services as determined by Human Resources and Labor Relations. Employees absent under USERRA should provide the County with a copy of their military orders.
 - c. Any employee on an approved USERRA Military Leave of Absence shall be eligible for the following benefits as a result of their Military Leave of Absence: differential pay, medical, prescription drug, dental and vision benefits, life insurance, Retirement eligibility or 401 (a) vesting, Sick Leave, Paid Time Off (PTO) and Longevity as determined by Human Resources and Labor Relations.
4. Family And Medical Leave Act: The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Leaves will run concurrent with any FMLA eligible Leave.

ARTICLE 16

INSURANCE BENEFITS

A. Life Insurance:

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

- a. The life insurance benefit provided by the Employer shall be \$50,000. The Employer will provide a payroll deduction option for employees wishing to purchase additional \$25,000 increments of life insurance to a maximum of \$325,000. Rates and conditions shall be those established by the insurance carrier.

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

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

B. Insurance Benefits:

1. Only full-time employees (including DROP participants) and their eligible dependents will be eligible for Macomb County's Insurance Benefits which includes medical, prescription drug, dental and vision plans, effective their first day of employment with Macomb County.
2. Dependent Eligibility:

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

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

C. The Employer shall provide two medical plan options: a Preferred Provider Organization (PPO) and a Health Maintenance Organization (HMO) to all regular eligible full-time employees and their eligible dependents including prescription drug coverage, as outlined in Appendix J, 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 before January 1, 2006, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee's eligible spouse, as defined in D.1.a. after eight (8) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.

Full-time employees hired on or after January 1, 2006, 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 on or after January 1, 2012 will not be eligible for Macomb County's medical, prescription drug, dental and vision plans for the employee's spouse in retirement.
 3. All employees who retire or DROP after November 1, 2013, will have the medical and prescription drug plan as outlined in Appendix K Post November 1, 2013 Retirees, until they are Medicare eligible, subject to the limitations and provisions of D.2. and D.4. of this Article. This provision does not apply to employees who retire or DROP prior to November 1, 2013.
 4. Full-time employees hired into the County on or after January 1, 2016 will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage and life insurance.

5. Retired employees and/or their eligible spouse as defined in D.1.a., shall apply and participate in the Medicare Program, if eligible, at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program. At that time the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with Medicare. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their eligible spouse as defined in D.1.a.
 6. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and eligible spouse as defined in D.1.a., shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
 7. Retirees who are eligible for Macomb County's medical and prescription drug plan and elect not to participate and who has coverage provided elsewhere, shall receive a monthly insurance waiver payment of \$167.00. The insurance waiver will be paid in the retiree's regular retirement check.
 - a. Retirees shall establish proof of their eligibility to receive the insurance waiver.
 - b. Retirees participating in the insurance waiver who lose coverage shall be allowed to enroll in Macomb County's medical and prescription drug plans as soon as administratively possible and the insurance waiver payments shall cease as soon as administratively possible.
- E. Dental Plan:
- The Employer shall provide a dental plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix L, Active Employees Dental Benefits, or its substantial equivalence.
- F. Vision Plan:
- The Employer shall provide a vision plan to full-time employees (including DROP Participants) and their eligible dependents as outlined in Appendix M, Active Employees Vision Benefits or its substantial equivalence.
- G. Liability Insurance: The County shall provide for each regular employee (including DROP Participants) Bodily Injury and Property Damage Liability Insurance while acting within the scope of their duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- H. Long Term Disability: Full-time employees (including DROP Participants) covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
- I. The County shall provide, at its discretion, a Voluntary Benefit Program to include, but not limited to, supplemental life insurance, pet insurance, critical care insurance, short term disability and legal services. The Employer will provide a payroll deduction for employees (including DROP participants) wishing to purchase these voluntary benefits.
- J. Part-time employees shall not be eligible for Macomb County's medical, prescription drug, dental and vision plans, life insurance, Voluntary Benefit Program and long term disability during employment and/or upon retirement.

ARTICLE 17

RETIREMENT SYSTEM

- A. **Retirement Benefits:** The Employer shall continue the benefits as provided by the presently constituted Macomb County Employee's Retirement Ordinance, and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Retirement Board as provided by the statutes of the State of Michigan and provided further, that an annual statement of employee's contributions is available upon request.
- B. Full-time employees hired into the County prior to January 1, 2016:
1. **Employee Contribution:** For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the employee's contribution to the retirement system is three and five-tenths percent (3.5%) of the employee's compensation.

For employees hired on or after January 1, 2002 the employee's contribution to the retirement system is two and five tenths percent (2.5%) of the employee's compensation.
 2. **County Pension Maximum:** For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the County pension shall not exceed sixty-five percent (65%) of annual average compensation.

For employees hired on or after January 1, 2002, the County pension shall not exceed sixty-six percent (66%) of an employee's final average compensation.
 3. **Pension Multiplier:** For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the pension multiplier is two and four tenths percent (2.4%) for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

For employees hired on or after January 1, 2002, the pension multiplier is two and two tenths percent (2.2%) for all years of credited service.
 4. **Final Average Compensation Formula:** For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's one hundred and four (104) highest consecutive pay periods compensation out of the last two hundred and sixty (260) pay periods.

For employees hired on or after January 1, 2002, the formula for computing final average compensation, used for calculating pension benefits for eligible bargaining unit members, shall be based on the average of an employee's one hundred and thirty (130) highest consecutive pay periods of compensation out of the last two hundred and sixty (260) pay periods.

Retroactive Effect: Notwithstanding the provisions of the Macomb County Employees' Retirement System Ordinance, when an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were paid, not when they were earned by the employee.
 5. **Pension Calculation:** For any employee hired on or before December 31, 2001, or who is vested as of February 27, 2009, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.4% of the employee's final average compensation for the first twenty-six (26) years of credited service and one percent (1%) for each year of credited service thereafter.

For employees hired after January 1, 2002, the County pension, which when added to an employee pension, will provide a straight life retirement allowance equal to the number of years, and fraction of a year, of an employee's credited service multiplied by the sum of 2.2% of the employee's final average compensation for all years of credited service.

Effective January 1, 2020 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.

6. Eligibility:

- a. For employees hired on or before December 31, 2001, or who is vested as of February 27, 2009, who meets the following criteria may retire upon the employee's written application filed with the Retirement Board:
 1. Attained age 60 years and has 8 or more years of credited service; or
 2. Attained the age of 50 with at least 8 years of credited service, if the employee's age, when added to the employee's years of credited service, equal the sum of 70 or more.
- b. For employees hired on or after January 1, 2002, any member who meets the following criteria may retire upon the employee's written application filed with the Retirement Board:
 1. Attained age 60 years and has 8 or more years of credited service; or
 2. Attained the age of 55 with 25 years of credited service.
- c. For employees hired into the County on or after January 1, 2012, any member who meets the following criteria may retire upon the employee's written application filed with the Retirement Board:
 1. Attained age 60 years and has 15 or more years of credited service; or
 2. Attained the age of 55 with 25 years of credited service.

Upon the employee's retirement, the employee shall receive a pension as provided in the Retirement Ordinance.

- d. In the event a former member is re-employed by the County as a full-time employee within four (4) years from their last separation date, membership is reinstated.
 1. For employees who have multiple terms of employment as a member in Macomb County Employees' Retirement System, the following shall apply:
 - a. If an employee was vested during the first term of employment, the pension will be calculated per the terms of the original date of hire.
 - b. If an employee was not vested during the first term of employment, the pension will be calculated per the terms of the employee's rehire date.
- e. In the event a former member is re-employed by the County as a full-time employee and it has been four (4) or more years since their last separation date, their membership will not be reinstated, and they will enter the 401(a) Defined Contribution plan.

7. Annuity Withdrawal: Members of the Macomb County Employees' Retirement System may elect to take an Annuity Withdrawal, excluding non-duty disability retirement and non-duty death. The utilization of this option shall be governed by any applicable Annuity Withdrawal provisions of the Macomb County Employees' Retirement System Ordinance.
8. Purchase of Military Service Credits: A member who wishes to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said credits through payroll deduction. If a member chooses the payroll deduction option, the cost to purchase military service credit shall be computed as provided in the aforementioned Ordinance.
9. Option D: A retiree shall have the option of selecting survivor's benefits in conjunction with the retirement option described in the Macomb County Employees' Retirement Ordinance commonly known as "Option D – Level Income Option". Said survivor's benefits shall correspond to those benefits known as Option A – 100% Survivor Allowance, Option B – 50% Survivor Allowance and Option C – Allowance for 10 Years Certain and Life Thereafter, as described in the Ordinance.
10. Pop-Up Option: A retiree may elect this option in combination with Option A or B of the Ordinance. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retiree and their beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retiree, their beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retiree and their beneficiary. Upon the death of the beneficiary, the retiree 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 retiree. The reduced retirement allowance payable during the joint lifetime of the retiree and their beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retiree submits acceptable documentation of the death of their beneficiary to the Secretary of the Retirement Board.
11. Deferred Retirement Allowance Option: In the event a vested bargaining unit member, leaves the employ of the County prior to the date they have satisfied the age and service requirements for retirement provided in the Macomb County Employees' Retirement Ordinance, for any reason except their disability retirement or death, they shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time they left County employment and as provided for in the Macomb County Employee's Retirement Ordinance, provided that they do not withdraw their accumulated contributions from the employees savings fund. Their retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month following the date their application for same is filed with the Board after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated.

A vested former member who withdraws accumulated member contributions and voluntarily forfeits credited service in the System thereby forfeits all rights in and to the portion of the pension attributable to the forfeited credited service.

There shall be no pension to an eligible vested member until an application for retirement is submitted and approved. In the event an eligible vested member dies prior to applying for their pension, their beneficiary or estate/trust shall not be entitled to a pension. The vested member's beneficiary or estate/trust shall receive the contributions and interest earned as of the date of the vested member's death.

12. Non-Duty Death Before Retirement, Beneficiary Nominated: Any bargaining unit member who is vested may at any time prior to the effective date of their retirement elect Option A provided in the Macomb County Employees' Retirement System Ordinance in the same manner as if they were then retiring from county employment, and nominate a beneficiary whom the Retirement Board finds to be dependent

upon the said member for at least 50 percent of their support due to lack of financial means. Prior to the effective date of their retirement a member may revoke their said election of Option A and nomination of beneficiary and they may again elect the said Option A and nominate a beneficiary as provided in this section. Upon the death of a member who has an Option A election in force their beneficiary, if living, shall immediately receive a retirement allowance computed in the same manner in all respects as if the said member had retired the day preceding the date of their death, notwithstanding that they might not have attained age 60 years. If a member has an Option A election in force at the time of their retirement their said election of Option A and nomination of beneficiary shall thereafter continue in force; provided, that prior to the effective date of their retirement, they shall have the right to elect to receive their retirement allowance as a straight life retirement allowance or under Option B provided in the Ordinance. No retirement allowance shall be paid under this section on account of the death of a member if any benefits are paid or will become payable under the Ordinance on account of their death.

13. Non-Duty Death Before Retirement, Non-spousal Beneficiary Nominated: In the event of a non-duty death of a vested member prior to retirement, a non-spousal beneficiary shall receive only contributions and interest.
14. Non-Duty Death Retirement Allowance, Automatic Provisions: Any vested bargaining unit member who continues County employment and (1) dies while in County employment and (2) leaves a spouse, the spouse shall immediately receive a retirement allowance computed in the same manner in all respects as if the member had (1) retired the day preceding the date of the member's death, notwithstanding that the member might not have attained age 60 years, (2) elected Option A in the Macomb County Employees' Retirement Ordinance.
15. Deferred Retirement Option Plan (DROP): The Memorandum of Understanding executed in 2007 regarding the Deferred Retirement Option Plan (DROP) is incorporated by reference herein as Article 18 Deferred Retirement Option Plan. Vesting for purposes of DROP excludes service time under Reciprocal Act 88.

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 three percent (3%) of the employee's base pay and the Employer shall contribute six percent (6%) of the employee's base pay. Upon the completion of five (5) years of actual service with the Employer, employees shall be eligible to elect to increase their contribution by one percent (1%) of the employee's base pay. Per IRS regulations, the additional one percent (1%) contribution is a post-tax contribution. If such election is made by the employee, the Employer shall increase its contribution from six percent (6%) to eight percent (8%) of the employee's base pay.
4. Will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage and life insurance. The eligible employee, however, shall receive \$100 per pay period, deposited by the County, into the Defined Contribution Retirement Plan, not to exceed \$2600 per year.

5. Employees shall have the following schedule as it relates to vesting for the Employer contributions:

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

ARTICLE 18

DEFERRED RETIREMENT OPTION PLAN

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

- A. An employee who is a member of the Macomb County Employees' Retirement System may voluntarily elect to participate in the DROP with a minimum of a thirty (30) day notice, at any time after attaining the minimum age and service requirements for a normal service retirement. Vesting for the purposes of DROP excludes service time under the Reciprocal ACT 88.
- B. Participation: The maximum period for participation DROP payments credited to the account is five (5) years (the "Participation Period"). There is no minimum time period for participation. Employees may continue to work beyond the five (5) years, but DROP payments will cease at the end of the participation period.
- C. DROP Payment: Upon termination of employment, the retiree shall receive the monthly pension previously credited to their DROP account. Failure to terminate employment at the expiration of the DROP Participation Period shall result in forfeiture of the employee's monthly pension otherwise payable to the DROP account. Interest on the DROP account will continue to accrue during such a forfeiture.
- D. Election to Participate: Participation in the DROP program is Irrevocable once an employee begins participation. An employee who wishes to participate in the DROP shall be eligible to begin at the start of a pay period and must complete and sign such application form. Such application shall be reviewed by the Human Resources and Labor Relations Department within a reasonable time period and a determination shall be made as to the member's eligibility for participation in the DROP. On the date upon which the member's participation in the DROP shall be effective, they shall be considered to be a DROP participant and shall cease to be an active member of the Macomb County Employees Retirement System. The amount of credited service, multiplier and final average compensation shall be fixed as of the employee's DROP date. When an employee's Final Average Compensation is calculated, any retroactive wages provided shall be counted as if the retroactive wages were paid to the employee when the wages were paid, not when they were earned 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.
- E. DROP Account: The employee's DROP Account shall be the regular monthly pension with interest to which the employee would have been entitled if they had actually retired on the DROP date. The payment shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, their optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance shall be irrevocable. All individual DROP accounts shall be maintained

for the benefit of each employee participating in the DROP and will be managed by the Retirement System in the same manner as the primary retirement fund. DROP Interest for each employee who participates in the DROP shall be at a fixed rate of 3.5% per annum, calculated in the same manner as the interest in the employee savings accounts in the Macomb County Employees Retirement System.

- F. Annuity Withdrawal: An employee who elects to participate in the DROP may elect the Annuity Withdrawal option provided by the retirement ordinance at the time of electing DROP participation. Such election shall be made commensurate with the employee's DROP election, but not thereafter. Such annuity withdrawal will be utilized to compute the actuarial reduction of the member's DROP benefit, as well as the member's monthly pension from the Macomb County Employees Retirement System, after termination of employment.

The annuity withdrawal amount (accumulated contributions and interest) will be disbursed from the Macomb County Employees Retirement System within sixty (60) days from the first pension check. All withdrawal provisions and options under the Retirement Ordinance, which are available to Retirement System members shall be available to the employee participating in the DROP at such time that they elect to participate in the DROP.

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

- H. Distribution of DROP Account: The employee participating in the DROP must choose one, or a non-inconsistent combination of, the following distribution methods to receive payment(s) from their individual DROP account:

- 1) A lump sum distribution to the employee; AND/OR
- 2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Retirement System for such rollovers. Failure to elect one of the above options and receive such distribution within 60 days of termination of employment shall result in a lump sum distribution to the employee.

- I. Death During DROP Participation: If an employee participating in the DROP dies either: (1) before full retirement, that is before termination of employment with the County, or (2) during full retirement (that is, after termination of employment with the County but before the DROP account balance has been fully paid), the employee's designated beneficiary(ies) shall receive the remaining balance in the employee's DROP account in the manner in which they elect from the previously mentioned distribution methods (above). If there is no such beneficiary, the account balance shall be paid in a lump sum to the estate/trust of the employee. Benefits payable from the Macomb County Employees Retirement System shall be determined as though the employee participating in the DROP had separated from service on the day prior to the employee's date of death.

- J. Disability During DROP Participation: In the event an employee participating in the DROP becomes totally and permanently disabled from further service in the employment of Macomb County, the employee's participation in the DROP shall cease, and the employee shall receive such benefits as if the employee had retired and terminated employment during the participation period.

- K. Internal Revenue Code Compliance: The DROP is intended to operate in accordance with Section 415 and other applicable laws and regulations contained within the Internal Revenue Code of the United States. Any provision of the DROP, or portion thereof, that is in conflict with an applicable provision of the Internal Revenue Code of the United States is hereby null and void and of no force and effect.

- L. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part

of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.

- M. Paid Time Off and Sick Leave in Final Average Calculation: The collective bargaining agreement may provide for the crediting of both Paid Time Off and Sick Leave banks for inclusion in determining an employee's Final Average Compensation for purposes of computing an employee's pension.

At the effective date of an employee's participation in the DROP, an employee's Paid Time Off and Sick Leave bank shall be "credited" and/or paid as provided for in the collective bargaining agreement or the Macomb County Employees Retirement Ordinance.

After the effective date of an employee's participation in the DROP, the employee's Paid Time Off and Sick Leave shall be determined as set forth in the collective bargaining agreement.

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

1. Longevity for DROP Participants:

- a. At the time an employee elects to participate in the DROP they shall receive, as part of their payoff, a prorated amount of longevity compensation. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described below.
- b. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. Step levels are listed below.

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

- c. Longevity compensation shall be added to the regular payroll check, when due, for eligible DROP participants. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, regulations and ordinances of the County of Macomb and other applicable statutes.
- d. Payments to eligible DROP participants as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- e. DROP participants who terminate employment shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed.

2. Paid Time Off for DROP Participants

- a. The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that shall be used for such employee needs as vacation, personal business and other activities, without disrupting the operations of the department. Paid Time Off (PTO) shall also be used for employee absences incurred from inclement weather.

- b. Employees who are participants in the Deferred Retirement Option Plan (DROP) shall receive Paid Time Off in the following manner.

DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of Paid Time Off equal to the number of hours of Paid Time Off earned based upon their years of service at the commencement of DROP participation according to the following schedule:

<u>YEARS OF CONSECUTIVE FULL-TIME SERVICE COMPLETED:</u>	<u>ANNUAL EQUIVALENT OF:</u>
less than 5	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

- c. Paid Time Off requests shall be reviewed by the Department Head/designee, and must have their approval. Such approval shall be at the Department Head/designee's discretion to ensure efficient operations.
- d. DROP participants may request Paid Time Off conversion to cash payment of up to forty- (40) hours per conversion, maximum of eighty (80) hours per year. Employees requesting Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Paid Time Off to be eligible for the conversion. The requested Paid Time Off conversion(s) must be submitted by February with the cash payment to be made in the second pay in March and August with the cash payment to be made in the second pay in September in a regular paycheck with normal deductions.
- e. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of Paid Time Off for the balance of the calendar year computed in the same manner as paragraph b., above.
- f. Paid Time Off not utilized by an employee by December 31st of a calendar year shall be forfeited.
- g. There shall be no compensation for Paid Time Off remaining in the DROP participant's Paid Time Off bank upon separation from employment.
- h. DROP participants who utilize 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 Paid Time Off time used in excess of such proportionate share. This provision shall not apply to a DROP participant whose involuntary discontinuance of employment is caused by duty related death or disability.

3. Sick Leave for DROP Participants

- a. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP.

- b. 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.
- c. After the exhaustion of the six (6) Sick Leave days provided for in paragraph a, above, DROP participants may utilize that Excess Sick Leave, accrued during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated at the time of entry into the DROP.
- d. DROP participants who are employed on December 31st of each year and have not exhausted the six (6) sick leave days provided for in paragraph a, shall receive a pay out of up to three (3) of the unused sick leave days. Payment will be made the following January.
- e. There shall be no compensation for any Sick Leave time remaining in the DROP participant's bank upon separation from employment.
- f. An employee may utilize available Sick Leave for absences:
 - i. Due to personal illness or physical incapacity caused by factors that the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
 - ii. Necessitated by exposure to contagious disease or condition in which the health of others would be endangered by attendance on duty.
 - iii. Due to illness of a member of their immediate family who requires their personal care and attention. The term "immediate family" as used in this section shall mean parent, current step parent, current mother-in-law, current father-in-law, current spouse, children, current daughter-in-law, current son-in-law, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is normally a member of the employee's household.
 - iv. To report to the Veterans' Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
- g. DROP participants absent for one of the reasons mentioned above shall inform their immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of Sick Leave with pay for the period of absence.
- h. When an absence occurs as defined in this Article, and the Department Head or designee suspects abuse, a medical certificate may be required.
- i. A DROP participant who is seriously ill for more than five (5) days while on Paid Time Off, may, upon application, have the duration of such illness charged against their Sick Leave bank rather than against 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.

ARTICLE 19

LONGEVITY

- A. Participants in the Deferred Retirement Option Plan are not subject to Article 19, Longevity, but shall receive Longevity in the manner described in Article 18, Deferred Retirement Option Plan.

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

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

- D. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. It shall be considered a part of the regular compensation and, as such subject to Federal and State withholding tax, social security, retirement deductions, regulations and ordinances of the County of Macomb and other applicable statutes.
- E. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- F. Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance, or by reason of death from any cause shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed.
- G. Employees hired into the County after January 1, 2012 will not be eligible for Longevity.

ARTICLE 20

UNION BULLETIN BOARDS

- A. The Employer will provide bulletin boards in the following departments:

42-I District Court (Romeo)	Yes
42-II District Court (New Baltimore)	Yes
Community Mental Health	Yes – All locations
County Clerk/Register of Deeds	Yes
Equalization	Yes
Head Start Administration Office	Yes
Health Department	Yes – All locations
Mall Room	Yes
MSU – Extension	Yes
Prosecuting Attorney	Yes
Public Works & Pump Station	Yes

Purchasing	Yes
Reimbursement	Yes
Sheriff Department	Yes
Technical Services	Yes
Treasurer	Yes
Veterans Services	Yes

- B. The Employer provided bulletin boards will be used by the Union for posting notices of the following types:
1. Notices of recreational, educational and social events.
 2. Notices of Union Elections and results of said Union Elections.
 3. Notices of Union meetings.
- C. The bulletin board shall not be used by the Union for disseminating propaganda and among other things, shall not be used by the Union for posting or distributing pamphlets pertaining to political matters.

ARTICLE 21

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 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 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 otherwise, 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 75 full time vacant positions to part time during the term of this Agreement.

The Employer shall provide a quarterly report to the President.

ARTICLE 22

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 23

JURY DUTY

In the event an employee is called for jury duty, the employee shall promptly provide a copy of the official notice to his/her immediate supervisor. The employee's schedule may be adjusted by the Employer, provided, however, no employee shall be required to work any number of hours, when added to the number of hours the person spends on jury duty, that exceeds the number of hours normally and customarily worked by the person during a work day. An employee working second shift, whose schedule has not been adjusted, shall be released from the shift scheduled for the same date as the scheduled jury duty. An employee working third shift, whose schedule has not been adjusted, shall normally be released from the shift scheduled on the date prior to the scheduled jury duty, except, with approval of the Department, an employee may be released from the scheduled shift on the date after the scheduled jury duty.

Should any employee be released from jury duty prior to the end of that shift, the employee shall, when practicable, 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 each day worked and/or assigned to jury duty. The employee shall pay to the Employer an amount equal to any payment received as a result of jury duty service.

Expenses provided to employees as a result of jury duty service, such as mileage, parking or meal expenses, may be retained by the employee.

ARTICLE 24

LAYOFF AND RECALL

A. Layoff Procedure:

For the purpose of the Article, Seniority shall be defined as bargaining unit seniority.

1. Layoff is defined as a reduction in the working force.
2. If a layoff becomes necessary, the following procedure shall be mandatory:
 - a. Layoffs shall be made within the affected classification in the affected department.
 - b. Reductions will be made in the first instance by terminating Temporary Employees, in the next instance by terminating Probationary Employees and in the next instance by terminating Regular Employees in the affected classifications.
 - c. If further reductions are required, Regular Employees will be laid off in inverse order by bargaining unit seniority within the affected classification in the affected department.
 - d. When it is determined that an employee is to be laid off, he or she shall be permitted to exercise his/her bargaining unit seniority to "bump" or replace the least senior employee within the affected classification in the affected department. Such employee may bump another employee in an equal or lower job classification under the following conditions:
 - (1) The employee shall have seniority as required and defined in the Seniority Article of this Agreement.
 - (2) The employee shall have current ability to perform the available work, meet the qualifications and perform the duties of the job.

Passing scores on the clerical and typing test will not be applicable for bumping or recall if within the same job family.

- (3) The employee shall have the right to exercise such bumping rights or to accept layoff.
 - (4) Failure of the affected employee to exercise such bumping rights at the time of layoff, shall result in the forfeiture of these rights during the term of such layoff.
- e. Subsequent to departmental bumping, a laid off employee will be offered a vacant and authorized position in his/her classification or a like classification (equal or lower pay) on a County wide basis, provided said employee meets the provisions of Article 24 A.2.d or accept layoff.

Like classification is defined as a classification in which an employee was most recently employed at the time of layoff, or a classification for which said employee has acquired seniority or who meets the minimum qualifications for the classification.

- f. After an employee has exhausted all other bumping rights as outlined in this Article, he or she will be offered one opportunity to bump into an entry level classification and displace the bargaining unit member with the lowest bargaining unit seniority on a County wide basis, provided said employee meets the provisions of Article 24 A.2.d or accept layoff.
- g. Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days' notice of such layoff. The Local Union President shall receive a copy of the notice given to the employees being laid off, on the same date the notices are issued to the employees.

B. Recall Procedure:

- 1. When the working force is increased after a layoff, employees will be recalled according to bargaining unit seniority as listed under Seniority Defined herein. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her Personnel File located in the Human Resources and Labor Relations Department, by Certified Mail. If the affected employee fails to report for work within ten (10) calendar days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
 - 2. Recall rights for laid off employees will be limited to the length of bargaining unit seniority, but in no event shall exceed a period of twenty-four (24) months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority and his/her employment shall be terminated.
 - 3. An employee who bumps into an entry level classification will have recall rights to the first vacant and authorized position in their classification on a County wide basis and continuing recall rights to the classification and department he/she was displaced or laid off from.
 - 4. Employees who are laid off from County employment will have recall rights to the first equal or lower pay vacant and authorized position on a County wide basis prior to Departmental bidding procedures. If the position offered is the classification from which the employee was laid off, he/she must accept such position or lose recall rights. A laid off employee will have continuing recall rights to their classification and/or department.
 - 5. An employee shall forfeit seniority rights for recall according to the provisions of Article 25, Seniority.
- C. An employee who bumps into a different classification or is recalled to a new department will then have seniority in the new department in accordance with the Seniority Article of this Agreement. Such employees shall serve a four (4) month probationary period, from the date of change in classification/department, during

which time the Employer may return the employee to layoff status. Such layoff may be for lack of work or for inability of the employee to perform the duties assigned.

- D. The Union and the Employer will work together to resolve any issues of placement as it relates to Article 24, Layoff and Recall.
- E. Part-Time Employees Layoff/Recall Procedure: Effective as soon as practicable after ratification of this Agreement, should layoffs of part-time employees be determined to be necessary by the Employer, part-time employees shall be laid off as provided herein. For layoff, recall and bumping purposes, a separate departmental bargaining unit seniority list consisting exclusively of part-time employees shall be utilized. In no event shall the seniority of part-time employees be utilized to determine the layoff status of full-time employees. Based on the bargaining unit seniority list of part-time employees, layoffs shall occur in inverse seniority order, within the affected part-time classification in the affected Department. Except as provided herein, layoff, recall and bumping of part-time employees shall be governed by the provisions of Article 24.

ARTICLE 25

SENIORITY

A. SENIORITY AND PROBATIONARY PERIOD:

1. a. All new Full-time employees newly hired in this bargaining unit shall be considered probationary employees for the first six (6) months of employment from the date of hire.
b. All new Part-time employees newly hired in this bargaining unit shall be considered probationary employees for the first nine (9) months of employment from the date of hire.
2. There shall be no seniority among probationary employees. When an employee completes the probationary period, they shall be entered onto the seniority list of the unit and shall rank for seniority from the first day of employment.
3. The Union shall represent new hire probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in Article 1, Recognition Clause of the Agreement, except that at any time during this period the Employer may dismiss the employee and such employee shall not have recourse to the grievance procedure provided the dismissal is for other than union activities.
4. Departmental seniority for employees shall commence after an employee successfully completes their probationary period in such Department. Departmental seniority will prevail for purposes of Paid Time Off and overtime preference and bumping rights, layoff and recall rights within the department.
5. Except as provided for under Article 15, Leave of Absence, date of entry into County employment will provide a seniority date that will prevail for purposes of Paid Time Off, Sick Leave eligibility and accumulation, longevity, retirement and similar "fringe benefits" the Parties hereto may agree.
6. Any employees with the same seniority date shall be considered by the higher number in the last four numbers of their social security number for any situation requiring the need of determination by seniority.
7. An employee who moves to a classification that is not in the bargaining unit shall have their bargaining unit seniority frozen as of the date of said move; the employee shall not accumulate any bargaining unit seniority while working in the classification that is not in the bargaining unit.

An employee who returns to the bargaining unit shall retain their County seniority.

The Human Resources and Labor Relations Department will notify the Union of any movement by a member in or out of the bargaining unit.

The union will provide an Informational flyer to the Employer to be distributed to union employees at new hire orientation.

B. LOSS OF SENIORITY:

1. An employee shall forfeit seniority rights for the following reasons:

- a. They resign or terminate their employment with the Employer.
- b. They are dismissed and not subsequently reinstated in accordance with appropriate provisions of the Agreement between the Parties.
- c. They are absent without leave for a period of three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at their last known address that they have lost their seniority and their employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure. In proper cases exceptions shall be made by the Employer.
- d. The employee retires.
- e. If the employee, except for participants in the Deferred Retirement Option Plan, withdraws their contributions from the Macomb County Employees' Retirement System.
- f. If they do not return to work when recalled from layoff. The recall rights are spelled out in this Agreement between the Parties.
- g. Return from Sick Leave and Leaves of Absence will be treated the same as B-1.c above.

C. SENIORITY LIST: The Employer will report incoming and/or outgoing members in classifications reflected in the Agreement between the Parties on a monthly basis except in July, when seniority reports are distributed.

D. SUPERSENIORITY: Notwithstanding their position on the seniority list, Union Representatives directly involved in the grievance procedure shall be retained at work as long as there is work they can perform with minimal training. These representatives are the President, Chief Steward and Stewards. It is understood and agreed that where an alternate or designated Union Representative is functioning on a full-time basis in the absence of the regular Union Representative, the alternate or designee shall be retained at work on the same basis.

E. UNION SENIORITY:

1. Union seniority, for employees who were recognized as being represented by AFSCME Local 411 as a result of consent election, MERC Case No. R91 F-152, shall be the date of MERC's certification, November 7, 1991, or date of hire, whichever is later.
2. Union seniority, for employees who were recognized as being represented by AFSCME Local 411 as a result of consent election, MERC Case No. R91 K-248, shall be the date of MERC's certification, January 22, 1992, or date of hire, whichever is later.

F. PART-TIME EMPLOYEES SENIORITY: Department seniority for part-time employees shall commence after an employee successfully completes their probationary period in such Department. Seniority will prevail for job openings. For employees working a 40 hour work week, 2088 hours shall constitute one (1) year of seniority. For employees working a 37.5 hour work week, 1958 hours shall constitute one year of seniority. Part-time employees will receive one (1) normal wage increment after completing 1044 hours of continuous employment for 40 hour employees and 979 hours for 37.5 hour per week employees until the employee reaches the

maximum of their wage range. Such increments are found in Appendix A. All increments are to be approved or disapproved by the respective Department Head. If the increment has been disapproved, the employee and the Director, Human Resources and Labor Relations, shall be notified in writing by the Department Head for the reason(s) for such disapproval.

- G. DROP PARTICIPANTS: DROP participants shall continue to accrue seniority in the same manner as Active Employees, except as otherwise provided in this Agreement.

ARTICLE 26

JOB OPENINGS

A. DEFINITIONS:

1. Promotion: A "promotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a higher pay grade and for which the employee is qualified.
2. Lateral Transfer: A "lateral transfer" is defined as the movement of an employee to a regular job opening in a different department, which opening is the same classification as the employee currently holds.
3. Voluntary Demotion: A "voluntary demotion" is defined as the movement of an employee to a regular job opening in a classification assigned to a lower pay grade and for which an employee is qualified.

B. JOB POSTINGS:

1. The County will post all job openings for a minimum of five (5) working days. Entry-level openings as defined in Appendix A will not be subject to the requirements of Article 26, Job Openings. Posting periods may be shortened or eliminated by agreement of the Union President, or designee.

AFSCME Local 411 members will be given first consideration for job openings. The County will post openings as defined in Appendix A, Internally and externally. If it is determined that there are no qualified AFSCME 411 applicants, external applicants will then be considered.
2. The posting will include the following information: The job classification, department, salary range, hours, starting time, qualifications and any testing requirements.
3. Any employee interested in a position must apply through the Human Resources and Labor Relations established application process within the posting period. The employee must meet the minimum qualifications before the closing date of the posting, unless otherwise specified by Human Resources and Labor Relations.
4. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.
5. Employees within the Department shall be given first consideration for a regular job opening with the exception of voluntary demotions. If the job opening is not filled from within the Department, consideration shall then be given to qualified employees working in other departments. If it is determined that there are no qualified 411 members seeking the position, then other applicants shall be given consideration.
6. Employees being selected for job openings shall be based on qualifications. All posted qualifications being equal, seniority and job performance shall prevail. Job performance encompasses discipline and attendance record.

7. Probationary Period for Promotions, Demotions and Lateral Transfers: An employee awarded a promotion, lateral transfer or demotion shall have a probationary period of four (4) months from the date of change in classification in the new position to prove that they have the qualifications to handle the requirements of the position. If it is obvious that they are not capable of fulfilling the requirements, they may be returned to their previous classification without prejudice. Such employee will have the option of returning to their previous classification without prejudice, within one (1) month from the date of change in classification, of starting that new position.

ARTICLE 27

PROCEDURE FOR CLASSIFICATION REVIEW

If, in the opinion of an employee, the duties and responsibilities of that employee have evolved to a state that the classification the employee currently holds is not reflective of the current job duties, then the employee may apply for a classification review as follows:

- A. The employee shall make a request for classification review, in writing, to the Human Resources and Labor Relations Department with copies to the Union President and to the Department Head, and/or designee. Contained in the written request must be the following:

The current classification the employee holds; the classification in the Collective Bargaining Agreement to which the employee feels he/she is entitled; and, supporting documents and reasons why the employee feels the new classification is warranted.

- B. The Human Resources and Labor Relations Department shall begin its investigation of any request for classification review submitted pursuant to this Article of the Collective Bargaining Agreement within sixty (60) working days after receipt by the Human Resources and Labor Relations Department. The Human Resources and Labor Relations Department will, within sixty (60) working days following the commencement of the investigation, complete the investigation.
- C. Subsequent to completion of the investigation, the Human Resources and Labor Relations Department will provide a preliminary written recommendation of its findings within fifteen (15) working days. The employee requesting the reclassification will have the opportunity to respond to the preliminary written recommendation in writing or request a meeting with Human Resources and Labor Relations in order to provide additional information. Present at this meeting, if requested, shall be the Union President or designee, the employee requesting the reclassification, the Department Head and/or designee, and a representative from the Human Resources and Labor Relations Department. Within thirty (30) working days of the aforementioned preliminary written recommendation or meeting date, if applicable, the Director, Human Resources and Labor Relations will state the determination in writing to the employee and to the Union President. There shall be no appeal to the Grievance Procedure.
- D. Any employee filing a request for classification review pursuant to this Article, shall be barred from filing any additional requests for classification review for twelve (12) months from the written determination referred to in paragraph C, above.

ARTICLE 28

SALARY AND INCREMENT SCHEDULE

Appendix A. (Classifications Assigned to Pay Grades and Salary and Increment Schedules) is attached to and is made a part of this Agreement.

ARTICLE 29

MILEAGE

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

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

ARTICLE 30

HOLIDAY PAY

A. The designated holidays are:

January 1 st (New Year's Day)	Martin Luther King Jr. Day
Presidents Day	One-half (1/2) day Good Friday
Memorial Day	June 19 th (Juneteenth)
Independence Day	Labor Day
Columbus Day	November 11 th (Veterans' Day)
Thanksgiving Day	The day after Thanksgiving
December 24 th (Christmas Eve)	December 25 th (Christmas Day)
December 31 st (New Year's Eve)	General Election Day in the EVEN numbers years

B. Employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.

1. The holiday designated must fall on the week days, that is, Monday through Friday.
2. Should the holiday fall on Saturday, the immediately preceding Friday shall be observed as the designated holiday for that year.
3. Should the holiday fall on Sunday (except for December 24th and December 31st, which are detailed in B.4 of this Article) the immediately succeeding Monday shall be observed as the designated holiday for that year.
4. December 24th and December 31st:
 - a. Should December 24th and December 31st fall on Friday, the preceding Thursdays will be observed as the designated holidays for that year.
 - b. Should December 24th and December 31st fall on Sunday, the preceding Fridays will be observed as the designated holidays for that year.
5. The foregoing shall not apply if January 1st falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
6. An employee shall receive holiday pay provided that they work the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused with pay for the entire day from work.

C. Employees who qualify, now working in departments that are on a twenty-four (24) hour, seven (7) day week basis, and telephone operators at the Sheriff Department shall be compensated in cash for the designated

holidays. Payment for Christmas Eve, Christmas Day and New Year's Eve shall be made in the pay period in which the holiday occurs and shall be based on the salary scale in effect on the date of payment. The balance of Holiday payments shall be paid in cash by the 1st Friday following the first December pay period. Holiday payment shall be in addition to the regular pay for actual time worked.

1. Compensatory time off in lieu of payment for any of the designated holidays may be granted upon written request of the employee and upon approval of the Department Head.
2. An employee shall receive holiday pay provided that they work the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused with pay for the entire day from work.

ARTICLE 31

WORKER'S COMPENSATION

- A. An Employee covered by this Agreement who has sustained a personal injury arising out of and in the course of actual performance of duty in the service of Macomb County, which personal injury incapacitates him/her from performing his/her assigned duties, shall be granted disability compensation for the period of incapacity, subject to the following provisions:
1. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
 2. The incapacity, as above set forth, must continue for the duration of the period of compensation.
 3. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
 4. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
 5. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Paid Time Off.
 6. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 10, Regular Employee Defined. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
 7.
 - a. An employee who has provided the required medical certification that he/she can return to duty and perform the essential functions of the job without restrictions, shall be returned to work in the same classification and department.
 - b. An employee who has provided the required medical certification that he/she can return to duty and perform the essential functions of the job with reasonable accommodation, shall be returned to work in the same classification and department, if possible; otherwise he/she shall be returned to work in compliance with the provisions of the Americans with Disabilities Act (ADA).
 8. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
 - a. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's

Paid Time Off if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Paid Time Off if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Paid Time Off if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Paid Time Off if the employee had so chosen) has been depleted, whichever occurs first.

- b. If the employee's Sick Leave Reserve (and Paid Time Off if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (8 (a) and 8 (b)) exceed 104 weeks.
 - c. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided for in the Macomb County Employees' Retirement Ordinance.
 - d. Any Sick or Paid Time Off earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
9. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.
- B. Field Personnel Of Public Works And 8 1/2 Mile Pump Station Of Public Works: Field personnel of Public Works and 8 1/2 Mile Pump Station shall receive Worker's Compensation according to the provisions of Appendix D (the Supplement attached to this Master Agreement).

ARTICLE 32

SAVINGS CLAUSE

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement.

ARTICLE 33

REGULAR WORK SCHEDULE

- A. Except for the provisions of Sections B., C., D. and E., below, the regularly scheduled workday shall consist of seven and one-half (7 1/2) hours of work, plus a one (1) hour unpaid meal period.
- B. For the following employees, the regularly scheduled workday shall consist of seven and one-half (7 1/2) hours of work, plus a one-half (1/2) hour unpaid meal period:
 - 1. Clerical employees at Animal Shelter.
- C. For the following employees, the regularly scheduled workday shall consist of eight (8) hours of work, including a one-half (1/2) hour paid meal period:

1. All Public Works employees who work at the 8 1/2 Mile Road Pumping Station and who are not regularly scheduled to work the twenty-four (24) hour shifts.
 2. Telephone Operators at Sheriff Department.
- D. For Security Guards, the regularly scheduled workday shall consist of eight (8) hours per day, plus a one-half (1/2) hour unpaid meal period.
- E. For Public Works employees at the 8 1/2 Mile Road Pumping Station who are regularly scheduled to work a twenty-four (24) hour shift, meal periods shall be included, but sleeping periods shall be excluded (except as indicated below) as hours worked.
- If the sleeping period is interrupted by a call to duty, the interruption shall be counted as hours worked. Provided, however, if the sleeping period is interrupted to the extent that the employee cannot get at least five (5) hours of sleep during the regularly scheduled sleeping period, the entire regularly scheduled sleeping period shall be considered as hours worked and the provisions of Article 34, Overtime, Section C. shall apply.
- F. Except for Part-time employees and for the employees affected by Section E., above, the regularly scheduled workweek shall consist of 5 days per week.
- G. For all employees there shall be a paid fifteen (15) minute rest period during the first half of the shift and another paid fifteen (15) minute rest period during the second half of the shift.

ARTICLE 34

OVERTIME

- A. Full-time employees shall receive compensation at the rate of time and one-half (1 1/2) their regular hourly rate for all hours scheduled and authorized over and above their regular work week.
- Approved and paid Sick Days, Paid Time Off Days and Personal Days shall be recognized in this Article as time worked for purposes of overtime calculation.
- B. An employee called in for work at times other than their regular scheduled shift, shall receive a minimum of four (4) hours compensation at a rate of time and one-half (1 1/2). Said employee may be required to perform a minimum of four (4) hours work within their classification. When an employee is assigned to begin a shift earlier than normal and/or to end a shift later than normal, the overtime provision in Article 34, Overtime, Section E.1, shall apply.
- C. An employee who works a twenty-four (24) hour shift at the 8 1/2 Mile Pumping Station shall be compensated at a rate of time and one-half (1 1/2) for work performed if his/her sleeping period has been interrupted, according to provisions of Article 33, Regular Work Schedule.
- D. Compensation as used in this Article shall mean either cash payment or compensatory time. The Employer has the right to offer overtime compensation either in the form of cash payment or compensatory time. An employee has the right to refuse overtime if it is offered as compensatory time; however, the Employer may then offer the overtime, in the form of compensatory time, to other employees. There shall be no accrual of compensatory time in excess of forty (40) hours with the exception of Sheriff Department employees where compensatory time shall not accrue in excess of one-hundred (100) hours.
- E. Overtime Rotation:
1. Overtime hours shall be divided as equally as possible among employees in the same classification in the same division, in the same department. Overtime distribution will be by seniority until the first overtime assignments are made. Once the first overtime assignments are made, future assignments shall be on a rotation basis. All overtime assignments refused shall be considered as if the overtime

had been worked. In an emergency situation, Custodians at Facilities and Operations Department assigned to the location where the emergency exists, shall be afforded the overtime assignment. The overtime worked shall be counted as part of the rotation basis. Further, when a Custodian is scheduled to work a Holiday, the Custodian normally assigned to the location where the Holiday overtime is required shall be afforded the overtime assignment. The overtime worked shall be counted as part of the rotation basis.

2. Whenever overtime is required, the employee with the least number of overtime hours will be asked first to perform the work. If this employee declines, the next employee on the posted list shall be contacted, and so on, until an employee is available.
3. Employees in other classifications in the same division, in the same department may be called for overtime if there is a shortage of employees in the classification needed, provided they are capable of performing the work with minimal instruction.

ARTICLE 35

WAIVER AND COMPLETE AGREEMENT

- A. The Parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all subjects of collective bargaining and that all agreements and understandings, expressed, implied, written or oral, are set forth in this Agreement. This Agreement expresses the complete understandings of the Parties on the subject of wages, working conditions, hours of work, benefits and conditions of employment.
- B. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively, except by mutual agreement, with respect to any subject or matter referred to or covered in this Agreement or in respect to any subject or matter not specifically referred to or covered by this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the Parties at the time they negotiated or signed this Agreement.

ARTICLE 36

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 37

TERMINATION OR MODIFICATION

- A. This Agreement shall continue in full force and effect from January 1, 2023 to December 31, 2025.
- B. If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Paragraph A., above. If neither party gives a notice of termination or modification, or if each party giving notice of termination or modification withdraws said notice prior to the termination date in Paragraph A., above, this Agreement shall continue in full force and effect from year to year thereafter, subject to timely notice of termination or modification by either party in subsequent year(s) of an extended Agreement.

- C. Notice of termination or modification shall be made in writing and shall be sent by Certified Mail. If said notice is made to the Union, it shall be sent to Michigan AFSCME Council 25, 1034 N. Washington Ave, Lansing, MI 48906; if said notice is made of the Employer, it shall be sent to the Director, Human Resources and Labor Relations, County Building, 1 S. Main Street, 6th Floor, Mount Clemens, Michigan, 48043; address changes shall be made available to the other party, when applicable.

ARTICLE 38

CALCULATION OF HOURLY BASE PAY RATE

- A. The parties hereto agree the calculation of any future Hourly Base Pay Rate will be calculated as follows:
Dividing the negotiated annual salary by the number of hours worked in the given year. The Employer will calculate all other hourly rate based payments by dividing the negotiated annual wage by 260 working days (8 hour/day=2080 hours) regardless of the number of days actually worked that year.
- B. The parties agree to continue to pay base wages on this solution during this and all future contract negotiations.

IN WITNESS WHEREOF, the County of Macomb and its Office of the County Executive, by its Director, Human Resources and Labor Relations, and representatives of Michigan AFSCME Council 25 and Local 411, on behalf of its represented employees, hereby cause this Agreement, Supplement and Appendices to be executed

FOR THE UNION:

FOR THE EMPLOYER:

Denis Martin, Staff Representative
Michigan AFSCME Council 25

Karlyn Semlow

Karlyn Semlow, Director
Human Resources and Labor Relations

C Antonette

Cindy Antonette, President
AFSCME Local 411

Francheska Juncaj

Francheska Juncaj, Negotiating Team
AFSCME Local 411

Audrey Cox

Audrey Cox, Negotiating Team
AFSCME Local 411

Jenay Chartier

Jenay Chartier, Negotiating Team
AFSCME Local 411

Bridget Zabawa

Bridget Zabawa, Negotiating Team
AFSCME Local 411

Mary Kay Ehtesman

Mary Kay Ehtesman, Negotiating Team
AFSCME Local 411

Sherri Zube

Sherri Zube, Negotiating Team
AFSCME Local 411

Dated: 8.2.23

**APPENDIX A
PAY GRADES AND ASSIGNED CLASSIFICATIONS**

AFSCME 411	
Classification	PTA Grade
Commercial/Industrial Appraiser	I
Psychologist	I
Auto Mechanic	H
Communications Systems Technician	H
Payroll Specialist	H
Senior Registered Nurse	H
Therapist	H
Permit System Specialist	G
Administrative Assistant	F
Collection Specialist	F
Geographic Information System Technician	F
Inspector Senior	F
Legislative Assistant	F
Veterans Services Officers II	F
Administrative Coordinator	E
Case Manager	E
Draftsperson/Technical Writer	E
Inspector	E
Judicial Court Clerk	E
Laborer	E
Morgue Specialist	E
Wastewater Field Operator	E
Wastewater Operator	E
Veterans Services Officers I	E
Appraiser Technician	D
Cashier II	D
Drain Account Specialist	D
Elections Specialist	D
Human Resources Assistant	D
Investment Assistant	D
Medical Billing Specialist	D
Payroll Specialist	D
Retirement Assistant	D
Specialist II	D
Technical Writer Assistant	D
Cashier	C
Community Health Technician	C
Court Recorder	C

AFSCME 411	
Classification	PTA Grade
Deputy Court Clerk	C
Emergency Services Aide (PEM)	C
Office Assistant Senior	C
Records Clerk	C
Senior Court Clerk	C
Specialist I	C
#Court Officer	B
#Emergency Services Aide (Non-PEM)	B
#Historical Records Clerk	B
#Installer	B
#Inventory & Delivery Clerk	B
#Mental Health Worker	B
#Office Assistant	B
#Printing and Graphics Specialist	B
#School Immunization Program Assessor	B
Security Guard Lead	B
#Warehouse Services Assistant	B
#Community Health Worker	A
#Custodian	A
#Custodian/Groundskeeper	A
#Housekeeper	A
#Mail Services Clerk	A
#Security Guard	A
#Security Guard, Armed	A
#Telephone Operator	A

Part-time positions are the same PTA grade as full-time positions

Please refer to Appendix I for Head Start classification information

Designates entry level

APPENDIX A

WAGE AND INCREMENT SCHEDULES

2023 Pay Grades										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$ 30,080.46	\$ 30,952.79	\$ 31,850.42	\$ 32,774.09	\$ 33,724.53	\$ 34,702.55	\$ 35,708.92	\$ 36,744.48	\$ 37,810.07	\$ 38,906.56
B	\$ 33,088.51	\$ 34,048.07	\$ 35,035.47	\$ 36,051.49	\$ 37,096.99	\$ 38,172.80	\$ 39,279.81	\$ 40,418.93	\$ 41,591.08	\$ 42,797.22
C	\$ 36,397.36	\$ 37,452.88	\$ 38,539.01	\$ 39,656.64	\$ 40,806.69	\$ 41,990.08	\$ 43,207.79	\$ 44,460.82	\$ 45,750.18	\$ 47,076.94
D	\$ 40,037.09	\$ 41,198.17	\$ 42,392.91	\$ 43,622.31	\$ 44,887.36	\$ 46,189.09	\$ 47,528.57	\$ 48,906.90	\$ 50,325.20	\$ 51,784.63
E	\$ 44,040.80	\$ 45,317.98	\$ 46,632.21	\$ 47,984.54	\$ 49,376.09	\$ 50,808.00	\$ 52,281.43	\$ 53,797.59	\$ 55,357.72	\$ 56,963.10
F	\$ 48,444.88	\$ 49,849.78	\$ 51,295.43	\$ 52,782.99	\$ 54,313.70	\$ 55,888.80	\$ 57,509.57	\$ 59,177.35	\$ 60,893.49	\$ 62,659.40
G	\$ 53,289.37	\$ 54,834.76	\$ 56,424.97	\$ 58,061.29	\$ 59,745.07	\$ 61,477.68	\$ 63,260.53	\$ 65,095.09	\$ 66,982.84	\$ 68,925.35
H	\$ 58,618.31	\$ 60,318.24	\$ 62,067.47	\$ 63,867.42	\$ 65,719.58	\$ 67,625.44	\$ 69,586.58	\$ 71,604.59	\$ 73,681.13	\$ 75,817.88
I	\$ 64,480.14	\$ 66,350.06	\$ 68,274.21	\$ 70,254.16	\$ 72,291.53	\$ 74,387.99	\$ 76,545.24	\$ 78,765.05	\$ 81,049.24	\$ 83,399.67
J	\$ 70,928.15	\$ 72,985.07	\$ 75,101.63	\$ 77,279.58	\$ 79,520.69	\$ 81,826.79	\$ 84,199.77	\$ 86,641.56	\$ 89,154.16	\$ 91,739.63
K	\$ 78,020.96	\$ 80,283.57	\$ 82,611.80	\$ 85,007.54	\$ 87,472.76	\$ 90,009.47	\$ 92,619.74	\$ 95,305.71	\$ 98,069.58	\$ 100,913.60
L	\$ 85,823.06	\$ 88,311.93	\$ 90,872.98	\$ 93,508.29	\$ 96,220.03	\$ 99,010.41	\$ 101,881.72	\$ 104,836.29	\$ 107,876.54	\$ 111,004.96
M	\$ 94,405.37	\$ 97,143.12	\$ 99,960.27	\$ 102,859.12	\$ 105,842.04	\$ 108,911.46	\$ 112,069.89	\$ 115,319.91	\$ 118,664.19	\$ 122,105.45
N	\$ 103,845.90	\$ 106,857.44	\$ 109,956.30	\$ 113,145.03	\$ 116,426.24	\$ 119,802.60	\$ 123,276.88	\$ 126,851.91	\$ 130,530.61	\$ 134,316.00
O	\$ 114,230.49	\$ 117,543.18	\$ 120,951.93	\$ 124,459.54	\$ 128,068.86	\$ 131,782.86	\$ 135,604.56	\$ 139,537.10	\$ 143,583.67	\$ 147,747.60

Provided that the currently "red-circled" employee remains in the classification of Historical Records Clerk (pay grade 4), they will receive a one-time lump sum payment of \$3,000 in 2023, \$1,500 in 2024 and \$1,500 in 2025. Payments will be made on the second pay period of January.

Provided that the currently "red-circled" employee remains in the classification of Warehouse Services Assistant (pay grade 4), they will receive a one-time lump sum payment of \$3,000 in 2023 and \$1,500 in 2024. Payments will be made on the second pay period of January. The employee will be placed on the 2024 PTA pay scale at a pay grade 4.

The Employer agrees to continue to evaluate whether the AFSCME classifications are in the appropriate PTA pay grade based on the Job Description Questionnaires (JDQ's) that have been submitted by the Union to the Human Resources and Labor Relations Department by 5:00 p.m. on 11/28/2022.

APPENDIX A
WAGE AND INCREMENT SCHEDULES

2024 PAY GRADES (6% Increase from 2023)										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$31,885.29	\$32,809.96	\$33,761.45	\$34,740.54	\$35,748.00	\$36,784.70	\$37,851.46	\$38,949.15	\$40,078.67	\$41,240.95
B	\$35,073.82	\$36,090.95	\$37,137.60	\$38,214.58	\$39,322.81	\$40,463.17	\$41,636.60	\$42,844.07	\$44,086.54	\$45,365.05
C	\$38,581.20	\$39,700.05	\$40,851.35	\$42,036.04	\$43,255.09	\$44,509.48	\$45,800.26	\$47,128.47	\$48,495.19	\$49,901.56
D	\$42,439.32	\$43,670.06	\$44,936.48	\$46,239.65	\$47,580.60	\$48,960.44	\$50,380.28	\$51,841.31	\$53,344.71	\$54,891.71
E	\$46,683.25	\$48,037.06	\$49,430.14	\$50,863.61	\$52,338.66	\$53,856.48	\$55,418.32	\$57,025.45	\$58,679.18	\$60,380.89
F	\$51,351.57	\$52,840.77	\$54,373.16	\$55,949.97	\$57,572.52	\$59,242.13	\$60,960.14	\$62,727.99	\$64,547.10	\$66,418.96
G	\$56,486.73	\$58,124.85	\$59,810.47	\$61,544.97	\$63,329.77	\$65,166.34	\$67,056.16	\$69,000.80	\$71,001.81	\$73,060.87
H	\$62,135.41	\$63,937.33	\$65,791.52	\$67,699.47	\$69,662.75	\$71,682.97	\$73,761.77	\$75,900.87	\$78,102.00	\$80,366.95
I	\$68,348.95	\$70,331.06	\$72,370.66	\$74,469.41	\$76,629.02	\$78,851.27	\$81,137.95	\$83,490.95	\$85,912.19	\$88,403.65
J	\$75,183.84	\$77,364.17	\$79,607.73	\$81,916.35	\$84,291.93	\$86,736.40	\$89,251.76	\$91,840.05	\$94,503.41	\$97,244.01
K	\$82,702.22	\$85,100.58	\$87,568.51	\$90,107.99	\$92,721.13	\$95,410.04	\$98,176.92	\$101,024.05	\$103,953.75	\$106,968.42
L	\$90,972.44	\$93,610.65	\$96,325.36	\$99,118.79	\$101,993.23	\$104,951.03	\$107,994.62	\$111,126.47	\$114,349.13	\$117,665.26
M	\$100,069.69	\$102,971.71	\$105,957.89	\$109,030.67	\$112,192.56	\$115,446.15	\$118,794.08	\$122,239.10	\$125,784.04	\$129,431.78
N	\$110,076.65	\$113,268.89	\$116,553.68	\$119,933.73	\$123,411.81	\$126,990.76	\$130,673.49	\$134,463.02	\$138,362.45	\$142,374.96
O	\$121,084.32	\$124,595.77	\$128,209.05	\$131,927.11	\$135,752.99	\$139,689.83	\$143,740.83	\$147,909.33	\$152,198.69	\$156,612.46

Provided that the currently "red-circled" employee remains in the classification of Historical Records Clerk (pay grade 4), they will receive a one-time lump sum payment of \$3,000 in 2023, \$1,500 in 2024 and \$1,500 in 2025. Payments will be made on the second pay period of January.

Provided that the currently "red-circled" employee remains in the classification of Warehouse Services Assistant (pay grade 4), they will receive a one-time lump sum payment of \$3,000 in 2023 and \$1,500 in 2024. Payments will be made on the second pay period of January. The employee will be placed on the 2024 PTA pay scale at a pay grade 4.

The Employer agrees to continue to evaluate whether the AFSCME classifications are in the appropriate PTA pay grade based on the Job Description Questionnaires (JDQ's) that have been submitted by the Union to the Human Resources and Labor Relations Department by 5:00 p.m. on 11/28/2022.

APPENDIX A
WAGE AND INCREMENT SCHEDULES

2025 PAY GRADES (3% Increase from 2024)										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$32,841.85	\$33,794.26	\$34,774.29	\$35,782.76	\$36,820.44	\$37,888.24	\$38,987.00	\$40,117.62	\$41,281.03	\$42,478.18
B	\$36,126.03	\$37,173.68	\$38,251.73	\$39,361.02	\$40,502.49	\$41,677.07	\$42,885.70	\$44,129.39	\$45,409.14	\$46,726.00
C	\$39,738.64	\$40,891.05	\$42,076.89	\$43,297.12	\$44,552.74	\$45,844.76	\$47,174.27	\$48,542.32	\$49,950.05	\$51,398.61
D	\$43,712.50	\$44,980.16	\$46,284.57	\$47,626.84	\$49,008.02	\$50,429.25	\$51,891.69	\$53,396.55	\$54,945.05	\$56,538.46
E	\$48,083.75	\$49,478.17	\$50,913.04	\$52,389.52	\$53,908.82	\$55,472.17	\$57,080.87	\$58,736.21	\$60,439.56	\$62,192.32
F	\$52,892.12	\$54,425.99	\$56,004.35	\$57,628.47	\$59,299.70	\$61,019.39	\$62,788.94	\$64,609.83	\$66,483.51	\$68,411.53
G	\$58,181.33	\$59,868.60	\$61,604.78	\$63,391.32	\$65,229.66	\$67,121.33	\$69,067.84	\$71,070.82	\$73,131.86	\$75,252.70
H	\$63,999.47	\$65,855.45	\$67,765.27	\$69,730.45	\$71,752.63	\$73,833.46	\$75,974.62	\$78,177.90	\$80,445.06	\$82,777.96
I	\$70,399.42	\$72,440.99	\$74,541.78	\$76,703.49	\$78,927.89	\$81,216.81	\$83,572.09	\$85,995.68	\$88,489.56	\$91,055.76
J	\$77,439.36	\$79,685.10	\$81,995.96	\$84,373.84	\$86,820.69	\$89,338.49	\$91,929.31	\$94,595.25	\$97,338.51	\$100,161.33
K	\$85,183.29	\$87,653.60	\$90,195.57	\$92,811.23	\$95,502.76	\$98,272.34	\$101,122.23	\$104,054.77	\$107,072.36	\$110,177.47
L	\$93,701.61	\$96,418.97	\$99,215.12	\$102,092.35	\$105,053.03	\$108,099.56	\$111,234.46	\$114,460.26	\$117,779.60	\$121,195.22
M	\$103,071.78	\$106,060.86	\$109,136.63	\$112,301.59	\$115,558.34	\$118,909.53	\$122,357.90	\$125,906.27	\$129,557.56	\$133,314.73
N	\$113,378.95	\$116,666.96	\$120,050.29	\$123,531.74	\$127,114.16	\$130,800.48	\$134,593.69	\$138,496.91	\$142,513.32	\$146,646.21
O	\$124,716.85	\$128,333.64	\$132,055.32	\$135,884.92	\$139,825.58	\$143,880.52	\$148,053.05	\$152,346.61	\$156,764.65	\$161,310.83

Provided that the currently "red-circled" employee remains in the classification of Historical Records Clerk (pay grade 4), they will receive a one-time lump sum payment of \$3,000 in 2023, \$1,500 in 2024 and \$1,500 in 2025. Payments will be made on the second pay period of January.

Provided that the currently "red-circled" employee remains in the classification of Warehouse Services Assistant (pay grade 4), they will receive a one-time lump sum payment of \$3,000 in 2023 and \$1,500 in 2024. Payments will be made on the second pay period of January. The employee will be placed on the 2024 PTA pay scale at a pay grade 4.

The Employer agrees to continue to evaluate whether the AFSCME classifications are in the appropriate PTA pay grade based on the Job Description Questionnaires (JDQ's) that have been submitted by the Union to the Human Resources and Labor Relations Department by 5:00 p.m. on 11/28/2022.

PART TIME (1950) 2023 PAY GRADES										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$15.42588	\$15.87323	\$16.33355	\$16.80722	\$17.29463	\$17.79618	\$18.31227	\$18.84332	\$19.38978	\$19.95208
B	\$16.96846	\$17.46055	\$17.96691	\$18.48795	\$19.02410	\$19.57580	\$20.14349	\$20.72765	\$21.32876	\$21.94729
C	\$18.66531	\$19.20660	\$19.76360	\$20.33674	\$20.92651	\$21.53337	\$22.15784	\$22.80042	\$23.46163	\$24.14202
D	\$20.53184	\$21.12727	\$21.73996	\$22.37041	\$23.01916	\$23.68671	\$24.37363	\$25.08046	\$25.80780	\$26.55622
E	\$22.58503	\$23.23999	\$23.91395	\$24.60746	\$25.32107	\$26.05538	\$26.81099	\$27.58851	\$28.38857	\$29.21184
F	\$24.84353	\$25.56399	\$26.30535	\$27.06820	\$27.85318	\$28.66092	\$29.49209	\$30.34736	\$31.22743	\$32.13303
G	\$27.32788	\$28.12039	\$28.93588	\$29.77502	\$30.63850	\$31.52701	\$32.44130	\$33.38209	\$34.35018	\$35.34633
H	\$30.06067	\$30.93243	\$31.82947	\$32.75252	\$33.70235	\$34.67972	\$35.68543	\$36.72030	\$37.78519	\$38.88096
I	\$33.06674	\$34.02567	\$35.01242	\$36.02778	\$37.07258	\$38.14769	\$39.25397	\$40.39233	\$41.56371	\$42.76906
J	\$36.37341	\$37.42824	\$38.51366	\$39.63055	\$40.77984	\$41.96246	\$43.17937	\$44.43157	\$45.72008	\$47.04597
K	\$40.01075	\$41.17106	\$42.36502	\$43.59361	\$44.85782	\$46.15870	\$47.49730	\$48.87473	\$50.29209	\$51.75056
L	\$44.01183	\$45.28817	\$46.60153	\$47.95297	\$49.34361	\$50.77457	\$52.24703	\$53.76220	\$55.32130	\$56.92562
M	\$48.41301	\$49.81699	\$51.26168	\$52.74827	\$54.27797	\$55.85203	\$57.47174	\$59.13842	\$60.85343	\$62.61818
N	\$53.25431	\$54.79868	\$56.38785	\$58.02309	\$59.70576	\$61.43723	\$63.21891	\$65.05226	\$66.93877	\$68.88000
O	\$58.57974	\$60.27855	\$62.02663	\$63.82540	\$65.67634	\$67.58095	\$69.54080	\$71.55749	\$73.63265	\$75.76800

PART TIME (1950) 2024 PAY GRADES (6% increase from 2023)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$16.35143	\$16.82562	\$17.31356	\$17.81565	\$18.33231	\$18.86395	\$19.41101	\$19.97392	\$20.55317	\$21.14920
B	\$17.98657	\$18.50818	\$19.04492	\$19.59723	\$20.16555	\$20.75035	\$21.35210	\$21.97131	\$22.60849	\$23.26413
C	\$19.78523	\$20.35900	\$20.94942	\$21.55694	\$22.18210	\$22.82537	\$23.48731	\$24.16845	\$24.86933	\$25.59054
D	\$21.76375	\$22.39491	\$23.04436	\$23.71263	\$24.40031	\$25.10791	\$25.83605	\$26.58529	\$27.35627	\$28.14959
E	\$23.94013	\$24.63439	\$25.34879	\$26.08391	\$26.84033	\$27.61870	\$28.41965	\$29.24382	\$30.09188	\$30.96455
F	\$26.33414	\$27.09783	\$27.88367	\$28.69229	\$29.52437	\$30.38058	\$31.26162	\$32.16820	\$33.10108	\$34.06101
G	\$28.96755	\$29.80761	\$30.67203	\$31.56152	\$32.47681	\$33.41863	\$34.38778	\$35.38502	\$36.41119	\$37.46711
H	\$31.86431	\$32.78838	\$33.73924	\$34.71767	\$35.72449	\$36.76050	\$37.82656	\$38.92352	\$40.05230	\$41.21382
I	\$35.05074	\$36.06721	\$37.11317	\$38.18945	\$39.29693	\$40.43655	\$41.60921	\$42.81587	\$44.05753	\$45.33520
J	\$38.55581	\$39.67393	\$40.82448	\$42.00838	\$43.22663	\$44.48021	\$45.77013	\$47.09746	\$48.46328	\$49.86873
K	\$42.41140	\$43.64132	\$44.90692	\$46.20923	\$47.54929	\$48.92822	\$50.34714	\$51.80721	\$53.30962	\$54.85559
L	\$46.65254	\$48.00546	\$49.39762	\$50.83015	\$52.30423	\$53.82104	\$55.38185	\$56.98793	\$58.64058	\$60.34116
M	\$51.31779	\$52.80601	\$54.33738	\$55.91317	\$57.53465	\$59.20315	\$60.92004	\$62.68673	\$64.50464	\$66.37527
N	\$56.44957	\$58.08660	\$59.77112	\$61.50448	\$63.28811	\$65.12346	\$67.01204	\$68.95540	\$70.95510	\$73.01280
O	\$62.09452	\$63.89526	\$65.74823	\$67.65492	\$69.61692	\$71.63581	\$73.71325	\$75.85094	\$78.05061	\$80.31408

PART TIME (1950) 2025 PAY GRADES (3% increase from 2024)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
A	\$16.84197	\$17.33039	\$17.83297	\$18.35012	\$18.88228	\$19.42987	\$19.99334	\$20.57314	\$21.16977	\$21.78368
B	\$18.52617	\$19.06343	\$19.61627	\$20.18515	\$20.77052	\$21.37286	\$21.99266	\$22.63045	\$23.28674	\$23.96205
C	\$20.37879	\$20.96977	\$21.57790	\$22.20365	\$22.84756	\$23.51013	\$24.19193	\$24.89350	\$25.61541	\$26.35826
D	\$22.41666	\$23.06676	\$23.73569	\$24.42401	\$25.13232	\$25.86115	\$26.61113	\$27.38285	\$28.17696	\$28.99408
E	\$24.65833	\$25.37342	\$26.10925	\$26.86643	\$27.64554	\$28.44726	\$29.27224	\$30.12113	\$30.99464	\$31.89349
F	\$27.12416	\$27.91076	\$28.72018	\$29.55306	\$30.41010	\$31.29200	\$32.19947	\$33.13325	\$34.09411	\$35.08284
G	\$29.83658	\$30.70184	\$31.59219	\$32.50837	\$33.45111	\$34.42119	\$35.41941	\$36.44657	\$37.50353	\$38.59112
H	\$32.82024	\$33.77203	\$34.75142	\$35.75920	\$36.79622	\$37.86332	\$38.96136	\$40.09123	\$41.25387	\$42.45023
I	\$36.10226	\$37.14923	\$38.22657	\$39.33513	\$40.47584	\$41.64965	\$42.85749	\$44.10035	\$45.37926	\$46.69526
J	\$39.71248	\$40.86415	\$42.04921	\$43.26863	\$44.52343	\$45.81462	\$47.14323	\$48.51038	\$49.91718	\$51.36479
K	\$43.68374	\$44.95056	\$46.25413	\$47.59551	\$48.97577	\$50.39607	\$51.85755	\$53.36143	\$54.90891	\$56.50126
L	\$48.05212	\$49.44562	\$50.87955	\$52.35505	\$53.87336	\$55.43567	\$57.04331	\$58.69757	\$60.39980	\$62.15139
M	\$52.85732	\$54.39019	\$55.96750	\$57.59057	\$59.26069	\$60.97924	\$62.74764	\$64.56733	\$66.43978	\$68.36653
N	\$58.14306	\$59.82920	\$61.56425	\$63.34961	\$65.18675	\$67.07716	\$69.02240	\$71.02406	\$73.08375	\$75.20318
O	\$63.95736	\$65.81212	\$67.72068	\$69.68457	\$71.70543	\$73.78488	\$75.92465	\$78.12647	\$80.39213	\$82.72350

MISCELLANEOUS CONSIDERATIONS

The classifications listed below will receive the additional monetary rate as indicated, when performing ADDITIONAL responsibilities:

Custodians – Snow Plow Vehicle Operators	\$0.86 per hour
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The classifications listed below will receive an additional stipend:

Security Guard, Armed	\$0.50 per hour
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Supplements to Master Agreement

Appendix B

B. COMMUNITY MENTAL HEALTH:

1. On-Call Pay:

The Parties agree that classifications at Community Mental Health, as defined by the Employer, will be eligible for on call pay as follows:

- a) Primary on call staff person will receive \$22.00 per day.
 - b) Secondary on call staff person will receive \$12.00 per day.
 - c) Time earned will be rounded to the nearest 15 minutes and accrued for all calls received, with the approval of the supervisor.
 - d) If an employee uses paid time off, sick leave, compensatory time or a furlough day for the entire shift, they will not be entitled to receive "on-call" pay for that day.
 - e) Rotation will be scheduled on a weekly basis.
2. Prior to applying for a position, employees must meet the privileging and credentialing requirements of the vacancy as determined by the Community Mental Health Department.
 3. For purposes of the Departmental Seniority, Community Mental Health employees shall have their departmental seniority dates adjusted to the dates they entered employment in the Department, as provided in Article 25.A.4 of the Master Agreement.
 4. The following employment conditions will apply to Community Mental Health Employees who work in 24 hour, 7 day per week operations that require full coverage:

a) SHIFT PREMIUM

Shift premium shall be paid only to employees in the following classifications:


- Registered Nurse
- Therapist (Master's Degree or Higher Level)
- Case Manager
- Office Assistant Senior
- Office Assistant
- Mental Health Worker

Shift premium shall be paid according to the following provisions and terms:

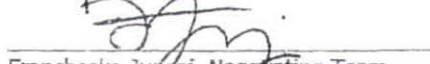
- Work performed between 3:00 pm and 7:30 am shall be paid a premium of 10% per hour with additional 10% if working during the weekend shifts
- A minimum of four (4) hours is worked between 3:00 pm – 7:30 am.
- Weekend shifts begin on Friday's Midnight shift (11:00 pm) and ends Sunday at the end of Afternoon shift (11:30 pm)

FOR THE UNION:

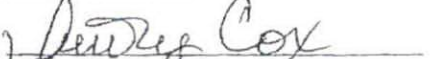
Denis Martin, Staff Representative
Michigan AFSCME Council 25




Cindy Antonette, President
AFSCME Local 411



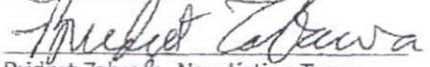
Francheska Junzaj, Negotiating Team
AFSCME Local 411



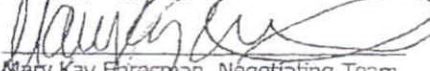
Audrey Cox, Negotiating Team
AFSCME Local 411




Jenay Chartier, Negotiating Team
AFSCME Local 411



Bridget Zabawa, Negotiating Team
AFSCME Local 411




Mary Kay Ehresman, Negotiating Team



Sherri Zube, Negotiating Team

FOR THE EMPLOYER:



Karlyn Semlow, Director
Human Resources and Labor Relations

Dated: 02-23

Appendix C

C. FACILITIES AND OPERATIONS:

1. Temporary Custodian Leader: An additional ten cents (\$.10) per hour shall be paid to a Custodian in the County Building serving in the capacity of Leader and shall be paid only in the absence of the regularly assigned Custodian Leader. Designation of such substitute Leaders shall be on the basis of length of service and willingness to serve.
2. Shift Premium: Shift Premium shall be paid only to employees in the classification of Security Guard. Shift premium shall be paid according to the following provisions and terms:
 - a. Effective January 1, 1991, eligible employees working the afternoon and midnight shift shall receive premium pay at a rate of \$.15 per hour for actual hours worked.
 - b. Effective January 1, 1992, for the purpose of this section, only the following shifts qualify:

Afternoons:	shifts that normally begin on or after 11:00 a.m.
Midnights:	9:00 p.m. to 5:30 a.m.
 - c. Shift premium shall be paid in accordance with the starting time of the employees' regular shift. Examples: An employee who begins work on the midnight shift (regular shift) and works over into the day shift, would receive midnight shift premium for all hours worked (including the time on the day shift). An employee who begins work on the day shift (regular shift) and works over into the afternoon shift would receive no shift premium for the afternoon shift hours worked.
3. Custodian and Housekeeper at Facilities and Operations, will be allowed to bid on building sites by seniority. The list of sites will be developed and posted annually for implementation on January 1, of each year. Non-routine assignments are exempt from this procedure. The County can make assignments for mid-year vacancies. Custodians hired after January 1, 2016, at Facilities and Operations, will not be allowed to bid on building sites.
4. Security Guards at Facilities and Operations, will be allowed to bid on shifts by seniority. The list of shifts will be developed and posted annually for implementation on January 1, of each year. Non-routine assignments are exempt from this procedure. The County can make assignments for mid-year vacancies.
5. Premium pay at double the hourly salary rate shall be paid for actual hours worked on Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve, New Year's Day and Easter. This is limited to Facilities and Operations only and are the only hours paid for the above mentioned holidays.

Stripping and Waxing Floors:

- a. The employer will implement a volunteer list for Saturday stripping and waxing floors every six (6) months. Only those employees who indicate they would like to work for comp time will be asked.

- b. Volunteer list employees working in the Facilities and Operations Department will be paid comp time for hours worked on Saturday for the purpose of stripping and waxing floors. Additional work may be required to fulfill the 7.5 hours worked. Employees will receive 11.25 hours of comp time for 7.5 hours worked for the above stated purpose.
- c. Employees may request to be paid for unused comp time and the employee shall, within thirty (30) days of such request, pay the employee for unused comp time.
- d. Employees may not utilize accrued comp time any time from December 15th through January 2nd in any given year.
- e. Comp time accrued during any given year must be used within that year except when accrued from December 15th through January 2nd, which may be utilized the following year.
- f. Employees must give a minimum of twenty four (24) hour notification to utilize pre-scheduled accrued comp time. Employees may not "call in" comp time.
- g. Employees will be charged compensatory time first. Once an employee's compensatory bank is exhausted, time off will be charged to the appropriate bank; Sick Leave (SL) or Paid Time Off (PTO).
- h. Employees must have all pre-scheduled compensatory time-off approved by management, prior to using.
- i. The stripping/waxing floor comp list will be completed two (2) times per year by management. Only those employees who indicate they would like to be added to the list will be added. If during the 6 month period, an employee asks to be removed from the stripping/waxing floor comp time list for any reason, the employee will have to wait until the next list period.
- j. If an employee declines comp time 3 consecutive times, the employee will be removed from the stripping/waxing floor comp time list and must wait until the new list is generated to be placed on the list again.
- k. If at any time there are not enough employee volunteers to strip and wax the floors on Saturday, the employer may flex employees' schedules starting with the least senior to provide adequate coverage.

Appendix D

D. **PUBLIC WORKS INSPECTORS AND 8 1/2 MILE PUMP STATION OPERATORS:**

Worker's Compensation:

1. Worker's Compensation benefits, as outlined in Article 31, Worker's Compensation, Section 8, shall be provided for employees covered by this Supplemental Agreement, except as hereinafter amended.
2. For Field personnel and inside personnel (when assigned to "field duties") Sick Days compensated for under the Worker's Compensation provision shall not be deducted from the employee's Sick Leave Bank.

Appendix E

E. EMERGENCY SERVICES AND COMMUNICATIONS:

1. Stand-by Service Compensation: Employees who are scheduled for and accept stand-by service assignment shall receive compensation as follows:
 - a. Employees scheduled on stand-by for Saturday and Sunday shall receive 4.0 hours of pay, per day, at the employee's straight time regular rate.
 - b. Employees scheduled on stand-by for Monday through Friday shall receive 2.0 hours of pay, per day, at the employee's straight time regular rate.
 - c. Employees scheduled on stand-by for any Holiday falling on a day other than Saturday or Sunday, shall receive 4.0 hours pay, per day, at the employee's straight time regular rate.
 - d. Employees actually called for service while on stand-by shall receive one and one-half (1 1/2) of regular hourly rate of pay for the time worked while on service call. The standby allowance outlined herein, shall NOT be deducted from such overtime service call pay.

Appendix F

F. **SHERIFF DEPARTMENT:**

Shift Premium: Shift premium shall be paid according to the following provisions and terms:

1. Effective January 1, 1991, shift premium shall be paid only to employees in the classification of Telephone Operator working the afternoon and midnight shift at a rate of \$.15 per hour for actual hours worked.

Effective April 1, 1996, shift premium shall be paid to all other eligible clerical employees working the afternoon and midnight shift at a rate of \$.15 per hour for actual hours worked.

2. For the purpose of this section, only the following shifts qualify:

Afternoons:	shifts that normally begin on or after 11:00 a.m.
Midnights:	11:00 p.m. to 7:00 a.m.

2. Shift premium shall be paid in accordance with the starting time of the employee's regular shift. Examples: An employee who begins work on the midnight shift (regular shift) and works over into the day shift, would receive midnight shift premium for all hours worked (including the time on the day shift). An employee who begins work on the day shift (regular shift) and works over into the afternoon shift would receive no shift premium for the afternoon shift hours worked.

Appendix G

G. VETERANS AFFAIRS OFFICE:

1. Mileage: The Employer agrees to pay mileage for attending Veterans of Foreign Wars Service Office School of Instruction.

Appendix H

H. 42nd DISTRICT COURT:

1. The Chief Judge shall have sole and final authority to determine the filling of any vacant and authorized position in their respective Divisions of the Court, irrespective of any contract language in the Master Agreement or this Supplement to Master Agreement. Such decision shall not be subject to the grievance procedure.

Appendix I

I. MCA HEADSTART:

1. Representation: Parties agree to permit two (2) members to participate in bargaining sessions subject to this Supplement to Master Agreement.
2. Sick Leave: Paragraph F of the Sick Leave Article in the Master Agreement shall not apply.
3. Layoff and Recall:
 - a. Layoff Procedure:
 - (1) Layoff is defined as a reduction in the working force.
 - (2) If a layoff becomes necessary, the following procedure shall be mandatory:
 - a. Such reductions will be made in the first instance by terminating Temporary Employees, in the next instance by terminating Probationary Employees.
 - b. If further reductions are required, such reductions in the case of Regular Employees, will be made in inverse order by seniority.
 - c. When an employee is laid off, he or she shall be permitted to exercise his/her seniority rights to "bump" or replace the least senior employee. Such employee may bump another employee under the following conditions:
 - (1) The employee shall have seniority as required and defined in the Seniority Article of this Supplement Agreement.
 - (2) The employee shall have current ability to perform the available work, meet the qualifications and perform the duties of the job.
 - (3) The employee shall have the right to exercise such bumping rights or to accept layoff.
 - (4) Failure of the affected employee to exercise such bumping rights at the time of layoff, shall result in the forfeiture of these rights during the term of such layoff.
 - (3) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of such layoff. The Union President shall receive a list from the Employer of the employees being laid off, on the same date the notices are issued to the employees.
 - b. Recall Procedure:
 - (1) When the working force is increased after a layoff, employees will be recalled in the reverse order of the layoff. Notice of recall shall be sent to

the employee at his/her last known address, as listed in his/her Personnel File located in the Human Resources and Labor Relations Department, by Certified Mail. If the affected employee fails to report for work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.

- (2) Recall rights for laid off employees will be limited to length of seniority, but in no event to exceed a period of eighteen (18) months following date of such layoff. Upon expiration of this period, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

4. Seniority:

- a. There shall be no seniority among probationary employees. When an employee completes the probationary period, he/she shall be entered onto the seniority list of the bargaining unit and shall rank for seniority from the first day of employment.
- b. The Union shall represent new hire probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment as set forth in Article 1, Recognition of Union of the Master Agreement, except that at any time during this probationary period the Employer may terminate the employee and such employee shall not have recourse to the grievance procedure provided the termination is for other than union activities.
- c. Bargaining Unit seniority for employees shall commence after an employee successfully completes his/her probationary period in such Department. Bargaining Unit seniority will prevail for purposes of bumping rights and layoff and recall rights within the department.
- d. Except as provided for under Article 15, Leave of Absence, of the Master Agreement, date of entry into County employment will provide a seniority date that will prevail for purposes of Sick Leave eligibility and accumulation, longevity, retirement and similar "fringe benefits" the Parties hereto may agree.
- e. Employees with the same seniority date requiring the need of determination by seniority, shall have their seniority dates decided by the last four (4) digits of their social security number, the lowest number having highest seniority.
- f. An employee who moves to a classification that is not in the bargaining unit shall have his/her bargaining unit seniority frozen as of the date of said move; the employee shall not accumulate any bargaining unit seniority while working in the classification that is not in the bargaining unit.

An employee who returns to the bargaining unit shall regain previous bargaining unit seniority.

5. Building Closure:

Other than a closure due to inclement weather, in the event of a building closure said employees may elect to use the following:

- PTO
- Sick Time from his/her accumulated PTO/sick bank (if available)
- An alternative site with approval from an Education Specialist
- Connect with Education Specialist and request approval of an alternative site
- Elect to be docked for that day and not subject to disciplinary action

In the event of a building closure due to inclement weather (weather impacting extreme heat, power or snow) the employee shall be paid for up to three (3) days in that school year. In the event that there is further building closure due to inclement weather the employee may elect to use:

- Available PTO/sick days
- An alternative site with approval from an Education Specialist
- Elect to be docked for that day and not subject to disciplinary action

6. Holiday Pay:

a. The designated holidays are:

Winter Break (2 days, as determined by the Employer)
Spring Break (6 days, as determined by the Employer)
Memorial Day
Juneteenth
Independence Day
Labor Day
Thanksgiving Day
The day After Thanksgiving
Christmas Break (minimum of 7 days up to a maximum of 10 days, as determined by the Employer)

7. Worker's Compensation:

An Employee covered by this Agreement who has sustained a personal injury arising out of and in the course of actual performance of duty in the service of Macomb County, which personal injury incapacitates him/her from performing his/her assigned duties, shall be granted disability compensation for the period of incapacity, 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 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 immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.

- d. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- e. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, and Sick Leave time.
- f. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Regular Work Schedule of this Supplement Agreement only. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- g.
 - (1) An employee who has provided the required medical certification that he/she can return to duty and perform the essential functions of the job without restrictions, shall be returned to work in the same classification and department.
 - (2) An employee who has provided the required medical certification that he/she can return to duty and perform the essential functions of the job with reasonable accommodation, shall be returned to work in the same classification and department, if possible; otherwise he/she shall be returned to work in compliance with the provisions of the Americans with Disabilities Act (ADA).
- h. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
 - (1) The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve shall be charged only in the same proportion as his/her Sick Leave Reserve payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve has been depleted, whichever occurs first.
 - (2) If the employee's Sick Leave Reserve has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3) of the employee's regular wage or salary. The County 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H.1 and H.2) exceed 104 weeks.
 - (3) Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided for in the Macomb County Employees' Retirement Ordinance.

(4) Any Sick Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.

i. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

8. Regular Work Schedule

a. Regular employees shall be scheduled 40 hours per week during the program year. The program year will conclude after MCA Administration has determined that all Federal Head Start and the State of Michigan Child Day Care Licensing requirements have been satisfied.

b. Compensatory Time: Regular employees who are authorized to work beyond their regular work schedule, shall be provided compensatory time on a straight time basis for such hours authorized and worked.

c. Teachers are required to do one parent orientation after 4:00 p.m. but no later than 7:00 p.m. at the beginning of each year. Teachers will be paid overtime or may elect to flex their time as approved by their supervisor.

d. With prior approval, Teachers who elect to work a kindergarten roundup in a school district will be paid overtime.

e. Lunch Period: Regular teachers shall be provided a one-half (1/2) hour unpaid lunch period during their scheduled work day.

9. Medical Exams:

The Employer agrees to pay all medical exams, physicals, medical shots and tests required by the State's Child Day Care Licensing Regulations and Grant Performance Standards at County approved facilities.

10. Training and Technical Assistance:

The Employer agrees to provide Training and Technical Assistance as described by the Head Start Grant and MCA Policies and Procedures.

11. Wage and Increment Schedule:

The Wage and Increment Schedule is attached to and is a part of this Supplement to Master Agreement.

12. Paid Time Off (PTO)

a. As soon as administratively possible after ratification, employees shall be entitled to two (2) days per year of Paid Time Off (PTO) per program year.

b. An employee may use his/her accumulated Paid Time Off (PTO) for personal business reasons, bereavement, or building closure subject to prior mutual agreement. Such approval shall not be unreasonably withheld or denied.

c. There shall be no accumulation of Paid Time Off (PTO) days. All unused Paid Time

Off (PTO) time shall be paid out on the last pay of the program year.

13. The following Articles and provisions of the Master Agreement shall not apply to the employees covered by this Supplement to Master Agreement: Paid Time Off, Procedure for Classification Review, Overtime, Temporary Assignment, Job Openings, Regular Employee Defined, Increments, Appendix A, and Letter of Understanding on Uniform Allowance.

2023 PAY GRADES STACKED CLASSROOM TEACHERS										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	\$42,454.41	\$43,489.88	\$44,525.35	\$45,560.80	\$46,596.29	\$47,631.77	\$48,667.25	\$49,702.70	\$50,738.18	\$51,773.67
II	\$44,118.44	\$45,194.51	\$46,270.56	\$47,346.63	\$48,422.68	\$49,498.74	\$50,574.79	\$51,650.86	\$52,726.91	\$53,803.00
III	\$45,782.48	\$46,899.13	\$48,015.77	\$49,132.44	\$50,249.05	\$51,365.69	\$52,482.35	\$53,599.01	\$54,715.65	\$55,832.30

2024 PAY GRADES (6% increase from 2023) STACKED CLASSROOM TEACHERS										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	\$45,098.13	\$46,405.98	\$47,751.75	\$49,136.55	\$50,561.51	\$52,027.80	\$53,536.60	\$55,089.16	\$56,686.75	\$58,330.67
II	\$46,902.06	\$48,262.22	\$49,661.83	\$51,102.02	\$52,583.97	\$54,108.91	\$55,678.74	\$57,292.74	\$58,954.22	\$60,662.90
III	\$48,778.15	\$50,192.71	\$51,648.10	\$53,146.10	\$54,687.34	\$56,273.27	\$57,905.19	\$59,584.44	\$61,312.39	\$63,090.45

2025 PAY GRADES (3% increase from 2024) STACKED CLASSROOM TEACHERS										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	\$46,451.07	\$47,798.16	\$49,184.30	\$50,610.65	\$52,078.36	\$53,588.63	\$55,142.70	\$56,741.83	\$58,387.35	\$60,080.59
II	\$48,309.12	\$49,710.09	\$51,151.68	\$52,635.08	\$54,161.49	\$55,732.18	\$57,348.41	\$59,011.52	\$60,722.85	\$62,483.82
III	\$50,241.49	\$51,698.49	\$53,197.75	\$54,740.48	\$56,327.96	\$57,961.47	\$59,642.35	\$61,371.76	\$63,151.76	\$64,983.16

*The salaries on this Salary and Increment Schedule will be paid over the calendar year, to include the summer months.

2023 PAY GRADES FULL DAY CLASSROOM TEACHERS										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	\$43,821.77	\$45,092.61	\$46,400.28	\$47,745.90	\$49,130.53	\$50,555.31	\$52,021.42	\$53,530.04	\$55,082.41	\$56,679.80
II	\$45,574.65	\$46,896.31	\$48,256.30	\$49,655.73	\$51,095.75	\$52,577.52	\$54,102.27	\$55,671.24	\$57,285.71	\$58,946.99
III	\$47,397.63	\$48,772.16	\$50,186.55	\$51,641.96	\$53,139.58	\$54,680.63	\$56,266.37	\$57,898.09	\$59,577.14	\$61,304.87

2024 PAY GRADES (6% increase from 2023) FULL DAY CLASSROOM TEACHERS										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	\$46,870.06	\$48,229.29	\$49,627.94	\$51,067.15	\$52,548.10	\$54,072.00	\$55,640.09	\$47,253.64	\$58,914.01	\$60,622.51
II	\$48,744.86	\$50,158.47	\$51,613.06	\$53,109.84	\$54,650.03	\$56,234.88	\$57,865.69	\$59,543.79	\$61,270.57	\$63,044.41
III	\$50,694.66	\$52,164.80	\$53,677.58	\$55,234.24	\$56,836.02	\$58,484.02	\$60,180.31	\$61,925.38	\$63,721.38	\$65,569.31

2025 PAY GRADES (3% increase from 2024) FULL DAY CLASSROOM TEACHERS										
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
I	\$48,276.16	\$49,676.17	\$51,116.78	\$52,599.16	\$54,124.54	\$55,694.16	\$57,309.29	\$58,971.25	\$60,681.43	\$62,444.19
II	\$50,207.21	\$51,663.22	\$53,161.45	\$54,703.14	\$56,289.53	\$57,921.93	\$59,601.66	\$61,330.10	\$63,108.69	\$64,938.83
III	\$52,215.50	\$53,729.74	\$55,287.91	\$56,891.27	\$58,541.10	\$60,238.80	\$61,985.72	\$63,783.31	\$65,633.02	\$67,536.39

*The salaries on this Salary and Increment Schedule will be paid over the calendar year, to include the summer months.

Appendix J

Active Employee Benefit

Blue Care Network

BCN HMO Active Employees

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

CLSSLG


Macomb Co Employees - Hard Cap-Active/COBRA

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

Coverage for: All Plan Types

Plan Type: TPA

BCN HMO Active Employees

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

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call 800-662-6667 .

For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 800-662-6667 to request a copy.

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



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 <u>copay</u> /visit	Not covered	\$20 <u>copay</u> for online visits.
	Specialist visit	\$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
	Preventive care/screening/immunization	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	Diagnostic test (x-ray, blood work)	No charge	Not covered	May require <u>preauthorization</u> / No charge for lab services
	Imaging (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
	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	90 day mail order and retail <u>copays</u> are 2x the standard retail <u>copays</u> .
	Specialty drugs	Tiered <u>copays</u> listed above apply	Not covered	Limited to a 30 day supply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	Not covered	May require <u>preauthorization</u> /50% <u>coinsurance</u> for TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy
	Physician/surgeon fees	No charge	Not covered	See "Outpatient surgery facility fee"

BCN HMO Active Employees

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$100 <u>copay</u> /visit	\$100 <u>copay</u> /visit	<u>Copay</u> waived if admitted
	<u>Emergency medical transportation</u>	No charge	No charge	Non-emergent transport is covered when preauthorized
	<u>Urgent care</u>	\$30 <u>copay</u> /visit	\$30 <u>copay</u> /visit	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	Not covered	<u>Preauthorization</u> is required. 50% <u>coinsurance</u> for TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy
	Physician/surgeon fee	No charge	Not covered	See "Hospital Stay surgery facility fee"
If you need mental health, behavioral health, or substance use disorder services	Outpatient services	No Charge	Not covered	<u>Preauthorization</u> is required
	Inpatient services	No Charge	Not covered	<u>Preauthorization</u> is required
If you are pregnant	Office visits	No charge	Not covered	Postnatal and non-routine prenatal office visits-\$20 <u>copay</u>
	Childbirth/delivery professional services	No charge	Not covered	None
	Childbirth/delivery facility services	No charge	Not covered	None
If you need help recovering or have other special health needs	<u>Home health care</u>	\$30 <u>copay</u> /visit	Not covered	Requires <u>preauthorization</u> . Custodial care not covered.
	<u>Rehabilitation services</u>	\$30 <u>copay</u> /visit	Not covered	Requires <u>preauthorization</u> / One period of treatment for any combination of therapies within 60 consecutive days per medical episode. Subject to meaningful improvement within 60 days.
	<u>Habilitation services</u>	ABA - \$20 <u>copay</u> per visit. \$30 <u>copay</u> per visit for PT/OT/ST	Not covered	PT/OT/ST for autism spectrum disorder has unlimited visits. Requires <u>preauthorization</u> .
	<u>Skilled nursing care</u>	No charge	Not covered	Requires <u>preauthorization</u> /Limited to 730 days
	<u>Durable medical equipment</u>	No charge	Not covered	Requires <u>preauthorization</u> and must be obtained from a BCN supplier. Convenience and comfort items not covered. Diabetic supplies covered in full

BCN HMO Active Employees

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<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.

BCN HMO Active Employees

Excluded Services & Other Covered Services:

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

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

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

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

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

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

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

BCN HMO Active Employees

Your Rights to Continue Coverage:

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

Your Grievance and Appeals Rights:

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

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

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

Does this Plan Provide Minimum Essential Coverage? Yes

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

Does this Plan Meet the Minimum Value Standard? Yes

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

Translation available

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

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

About these Coverage Examples:



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

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

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

This EXAMPLE event includes services like:

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

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

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$70
Coinsurance	\$0

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

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$7,400
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In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$800
Coinsurance	\$0

What isn't covered	
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:

Cost Sharing	
Deductibles	\$0
Copayments	\$200
Coinsurance	\$0

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

Blue Cross Blue Shield

Community Blue PPO ASC

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

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

Coverage Period: Beginning on or after 01/01/2021

MACOMB COUNTY EMPLOYEES

Community Blue PPOSM ASC

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

Coverage for: Individual/Family | Plan Type: PPO



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

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

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



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

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

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

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

Excluded Services & Other Covered Services:

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

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

Does this plan meet Minimum Value Standards? Yes

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

Language Access Services: See Addendum

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

About these Coverage Examples:



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

Peg is Having a Baby

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$12,700
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In this example, Peg would pay:

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

Managing Joe's Type 2 Diabetes

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

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

This EXAMPLE event includes services like:

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

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

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

Mia's Simple Fracture

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

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

This EXAMPLE event includes services like:

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

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

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

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

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

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 تحتاجه لمساعدة، لديك الحق في الحصول على المساعدة والمعلومات بلغتك دون أية تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو برقم 877-469-2583 TTY:711 إذا لم تكن مشتركاً بالعمل.

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。

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.

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.

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

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

যদি আপনার বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দোভাষীর সাথে কথা বলতে, আপনার কার্ডের পিছনে 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, wskazany na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

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

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

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

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

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

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

Important disclosure

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

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

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

MACOMB COUNTY EMPLOYEES

Simply Blue PPO HSASM ASC with Rx

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

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

Coverage for: Individual/Family | Plan Type: PPO



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

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

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

Group Number 007000448-0047

SBC000006195971

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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 preventive. Ask your provider 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 <u>substance use disorder services</u>	Outpatient services	No Charge	No Charge	None
	Inpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge	Prenatal: 20% <u>coinsurance</u> Postnatal: 20% <u>coinsurance</u>	Maternity care may include services described elsewhere in the SBC (i.e. tests) and cost share may apply. <u>Cost sharing</u> does not apply to certain maternity services considered to be <u>preventive</u> .
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	No Charge	<u>Preauthorization</u> is required.
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 30 visits per member, per calendar year.
	<u>Habilitation services</u>	Not covered	Not covered	None
	<u>Skilled nursing care</u>	No Charge	No Charge	<u>Preauthorization</u> is required. Limited to 90 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge	No Charge	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge	No Charge	<u>Preauthorization</u> is required. Visit limits apply.
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None

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

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none">• Acupuncture treatment• Cosmetic surgery• Dental care (Adult)	<ul style="list-style-type: none">• Infertility treatment• Long term care• Routine eye care (Adult)	<ul style="list-style-type: none">• Routine foot care• Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none">• Bariatric surgery• Chiropractic care• Coverage provided outside the United States. See http://provider.bcbs.com	<ul style="list-style-type: none">• 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.	<ul style="list-style-type: none">• 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
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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
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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

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

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 تحتاج مساعدة، لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أية تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر البطاقة، أو برقم 877-469-2583 TTY:711. إذا لم تكن مشتركاً بالعلم.

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。

میں نے کسی کو مدد کرنے کی ضرورت ہے۔ میں اپنی زبان میں مدد چاہتا ہوں۔ اگر آپ کو مدد کرنے کی ضرورت ہے، تو آپ کو اپنی زبان میں مدد حاصل کرنے کا حق ہے۔ اگر آپ یا آپ کی مدد کرنے والی شخص کو مدد کرنے کی ضرورت ہے، تو آپ کو اپنی زبان میں مدد حاصل کرنے کا حق ہے۔ اگر آپ یا آپ کی مدد کرنے والی شخص کو مدد کرنے کی ضرورت ہے، تو آپ کو اپنی زبان میں مدد حاصل کرنے کا حق ہے۔ 877-469-2583 TTY:711

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

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

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

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

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

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

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

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

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

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

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

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>.

Health Alliance Plan

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

Coverage Period: 01/01/2021 - 12/31/2021



Alliance Health
and Life

AS000098 / XR002358 / XW000713

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

AS000098 XR002358 XW000713

The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. **NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary.** For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-800-422-4641 or visit <http://www.hap.org>. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary/> or call 1-800-422-4641 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall deductible?	\$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 deductible?	No.	You will have to meet the <u>deductibles</u> before the <u>plan</u> pays for any services.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	Out-of-Pocket Limit: \$6,600 individual/ \$13,200 family.	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, and health care this <u>plan</u> doesn't cover. All other cost share accumulates unless otherwise specified in Plan Documents.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.hap.org or call 1-800-422-4641 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plans network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	Written <u>referrals</u> are not required for <u>specialist</u> visits within the member's assigned <u>network</u> for selected services. <u>Referrals</u> or oral approvals are required in other instances. Further information on the <u>referral</u> process can be found at www.hap.org .



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$25 <u>Copay</u>	Not Covered	
	<u>Specialist</u> visit	\$40 <u>Copay</u>	Not Covered	
	Other practitioner office visit	Telehealth Visit: \$25 <u>Copay</u> Chiropractic Visit: Not Covered	Not Covered	Telehealth: Through our contracted telehealth services provider.
	<u>Preventive care/screening/immunization</u>	No Charge	Not Covered	Coverage information available at www.hap.org . You may have to pay for services that aren't <u>preventive services</u> . Ask your <u>provider</u> if the services needed are <u>preventive services</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No Charge	Not Covered	Some services require <u>preauthorization</u>
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Services require <u>preauthorization</u>

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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$25 <u>Copay</u>	Not Covered	Some services require <u>preauthorization</u> . Services can be accessed by calling 1-800-444-5755.
	Inpatient services	No Charge	Not Covered	Services require <u>preauthorization</u> . Services can be accessed by calling 1-800-444-5755.
If you are pregnant	Office visits	\$40 <u>Copay</u>	Not Covered	Prenatal covered under <u>Preventive Services</u> .
	Childbirth/delivery professional services	No Charge	Not Covered	
	Childbirth/delivery facility services	No Charge	Not Covered	Some services require <u>preauthorization</u>
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	Not Covered	Does not include <u>Rehabilitation Services</u> ; Unlimited.
	<u>Rehabilitation services</u>	No Charge	Not Covered	May be rendered at home; Up to 60 combined visits per benefit period.
	<u>Habilitation services</u>	No Charge	Not Covered	Limited to Applied Behavior Analysis (ABA) and Physical, Speech, and Occupational Therapy services associated with the treatment of Autism Spectrum Disorders through age 18. Covered for authorized services only. See Outpatient Mental Health for ABA <u>cost sharing</u> amount.
	<u>Skilled nursing care</u>	No Charge	Not Covered	Covered for authorized services; Up to 730 days. Maximum benefit renews after 60 days of nonconfinement.
	<u>Durable medical equipment</u>	No Charge	Not Covered	Covered for approved equipment only
	<u>Hospice services</u>	No Charge	Not Covered	Up to 210 days per lifetime.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	\$40 Copay	Not Covered	One exam per benefit period. For non-routine visits see Specialist Office Visit .
	Children's glasses	No Charge	Not Covered	Glasses or contacts for adults and children are covered once during each 12-month consecutive period. Detailed information regarding coverage of lenses and Collection frames can be found in your policy or plan documents.
	Children's dental check-up	Not Covered	Not Covered	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none">• Acupuncture• Dental Care (Adult)• Private Duty Nursing	<ul style="list-style-type: none">• Chiropractic Care• Long-Term Care• Routine Foot Care	<ul style="list-style-type: none">• Cosmetic Surgery• Non-Emergency Care Outside the U.S.• Voluntary Termination of Pregnancy
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• Routine Eye Care (Adult)	<ul style="list-style-type: none">• Hearing Aids• Weight Loss Programs	<ul style="list-style-type: none">• Infertility Treatment

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: contact the [plan](#) at 1-800-422-4641 you may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the U.S. Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or <http://www.cciio.cms.gov>. Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit www.HealthCare.gov or call 1-800-318- 2596.

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

Language Access Services:

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

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

PRA Disclosure Statement: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is **0938-1146**. The time required to complete this information collection is estimated to average **0.08** hours per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

About these Coverage Examples:



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

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The <u>plan's</u> overall <u>deductible</u>	\$0	■ The <u>plan's</u> overall <u>deductible</u>	\$0	■ The <u>plan's</u> overall <u>deductible</u>	\$0
■ <u>Specialist copayment</u>	\$40	■ <u>Specialist copayment</u>	\$40	■ <u>Specialist copayment</u>	\$40
■ Hospital (facility)	\$0	■ Hospital (facility)	\$0	■ Hospital (facility)	\$0
■ Other <u>coinsurance</u>	0%	■ Other <u>coinsurance</u>	0%	■ Other <u>coinsurance</u>	0%

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

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

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

Total Example Cost		\$12,700	Total Example Cost		\$5,600	Total Example Cost		\$2,800
In this example, Peg would pay:			In this example, Joe would pay:			In this example, Mia would pay:		
<i>Cost Sharing</i>			<i>Cost Sharing</i>			<i>Cost Sharing</i>		
Deductibles	\$0	Deductibles	\$0	Deductibles	\$0	Deductibles	\$0	
Copayments	\$10	Copayments	\$944	Copayments	\$325	Copayments	\$325	
Coinsurance	\$0	Coinsurance	\$0	Coinsurance	\$0	Coinsurance	\$0	
<i>What isn't covered</i>			<i>What isn't covered</i>			<i>What isn't covered</i>		
Limits or exclusions	\$61	Limits or exclusions	\$22	Limits or exclusions	\$0	Limits or exclusions	\$0	
The total Peg would pay is	\$71	The total Joe would pay is	\$966	The total Mia would pay is	\$325			

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

Appendix K

Post November 1, 2013 Retiree Benefits

Blue Care Network
(Post November 1, 2013 Retirees)



CLSSLG

Macomb Co Employees - Hard Cap-Retired

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

Coverage for: All Plan Types

Plan Type: TPA

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

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

Important Questions	Answers: Member / Family	Why This Matters:
What is the overall <u>deductible</u> ?	\$0	See the Common Medical Events chart below for your costs for services this plan covers.
Are there other <u>deductibles</u> for specific services?	No	You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this plan?	\$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 plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance billed charges and health care this plan does not cover	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the phone number on the back of your ID card for a list of <u>network providers</u> .	This plan uses a <u>provider 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 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 plan pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes	This plan 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
	Imaging (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
	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	90 day mail order and retail <u>copays</u> are 2x the standard retail <u>copays</u> .
	<u>Specialty drugs</u>	Tiered <u>copays</u> listed above apply	Not covered	Limited to a 30 day supply
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No charge	Not covered	May require <u>preauthorization</u> /50% <u>coinsurance</u> for TMJ, orthognathic surgery, reduction mammoplasty, male mastectomy
	Physician/surgeon fees	No charge	Not covered	See "Outpatient surgery facility fee"

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$100 copay/visit	\$100 copay/visit	Copay waived if admitted
	<u>Emergency medical transportation</u>	No charge	No charge	Non-emergent transport is covered when preauthorized
	<u>Urgent care</u>	\$30 copay/visit	\$30 copay/visit	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	Not covered	Preauthorization is required. 50% coinsurance 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	Preauthorization is required
	Inpatient services	No Charge	Not covered	Preauthorization is required
If you are pregnant	Office visits	No charge	Not covered	Postnatal and non-routine prenatal office visits-\$20 copay
	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 copay/visit	Not covered	Requires preauthorization. Custodial care not covered.
	<u>Rehabilitation services</u>	\$30 copay/visit	Not covered	Requires preauthorization/ 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 copay per visit. \$30 copay per visit for PT/OT/ST	Not covered	PT/OT/ST for autism spectrum disorder has unlimited visits. Requires preauthorization.
	<u>Skilled nursing care</u>	No charge	Not covered	Requires preauthorization/Limited to 730 days

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

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)		
<ul style="list-style-type: none">• Acupuncture (if prescribed for rehabilitation purposes)• Cosmetic surgery• Dental Care (Adult)• Elective Abortion	<ul style="list-style-type: none">• Long-term care• Non-emergency care when traveling outside the U.S.• Private-duty nursing• Routine eye care (Adult)	<ul style="list-style-type: none">• Routine foot care• Weight loss programs• Hearing Aids
Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)		
<ul style="list-style-type: none">• Bariatric surgery• Chiropractic care	<ul style="list-style-type: none">• Infertility treatment	

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

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

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

Your Rights to Continue Coverage:

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

Your Grievance and Appeals Rights:

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

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

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

Does this Plan Provide Minimum Essential Coverage? Yes

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

Does this Plan Meet the Minimum Value Standard? Yes

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

Translation available

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

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

About these Coverage Examples:



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

Peg is Having a Baby

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$12,700
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In this example, Peg would pay:

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

Managing Joe's Type 2 Diabetes

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$7,400
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In this example, Joe would pay:

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

Mia's Simple Fracture

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

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

This EXAMPLE event includes services like:

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

Total Example Cost	\$1,900
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In this example, Mia would pay:

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

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

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

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

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

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

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

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

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

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

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূল্যে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দোভাষীর সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সাহায্যতা 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回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入力したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号（メンバーでない方は 877-469-2583, TTY: 711）までお電話ください。

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

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

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at 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
(Post November 1, 2013 Retirees)

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

MACOMB COUNTY EMPLOYEES

Community Blue PPOSM ASC

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

Coverage for: Individual/Family | Plan Type: PPO



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

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

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



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

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

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

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

Excluded Services & Other Covered Services:

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

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

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

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

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

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

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

Does this plan provide Minimum Essential Coverage? Yes

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

Does this plan meet Minimum Value Standards? Yes

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

Language Access Services: See Addendum

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

About these Coverage Examples:



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

Peg is Having a Baby

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

■ The plan's overall <u>deductible</u>	\$1,500
■ <u>Specialist copayment</u>	\$40
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

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

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing

<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,700

What isn't covered

Limits or exclusions	\$60
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The total Peg would pay is	\$3,270
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Managing Joe's Type 2 Diabetes

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

■ The plan's overall <u>deductible</u>	\$1,500
■ <u>Specialist copayment</u>	\$40
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

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

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

Cost Sharing

<u>Deductibles</u>	\$900
<u>Copayments</u>	\$800
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$20
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The total Joe would pay is	\$1,720
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Mia's Simple Fracture

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

■ The plan's overall <u>deductible</u>	\$1,500
■ <u>Specialist copayment</u>	\$40
■ Hospital (facility) <u>coinsurance</u>	20%
■ Other <u>coinsurance</u>	20%

This EXAMPLE event includes services like:

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

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

Cost Sharing

<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$90
<u>Coinsurance</u>	\$70

What isn't covered

Limits or exclusions	\$0
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The total Mia would pay is	\$1,660
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If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

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

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

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

میں کہتا ہوں، آپ کو یا کسی کو جس کی مدد کرنے کی ضرورت ہے، آپ کو اپنی زبان میں مدد کرنے کا حق ہے۔ کسی مترجم سے بات کرنے کے لیے، اپنے کارڈ کی پیٹھ پر موجود گاہکوں کی خدمات کے نمبر پر 877-469-2583 یا TTY: 711 پر منگائی جائے۔

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

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

만약 귀하 또는 귀하가 돕고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 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, potrzebujecie pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

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

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

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

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

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

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at 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>.

Health Alliance Plan
(Post November 1, 2013 Retirees)

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

Coverage Period: As of 01/01/2020



Administered by Alliance Health and Life Insurance Company

Coverage for: Individual+Family | Plan Type: ASOHMO

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

Important Questions	Answers	Why This Matters:
What is the overall <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, but see the chart starting on page 2 for other costs for services your <u>plan</u> covers.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ?	\$6,600 person / \$13,200 family	The <u>out of pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out of pocket limit</u> until the overall family <u>out of pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>Balance billing</u> Charges, and Health Care this <u>plan</u> does not cover.	Even though you pay these expenses, they don't count toward the <u>out of pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.hap.org or call 1-866-766-4709 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 provider's charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware your <u>network provider</u> might use an <u>out of network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	Yes.	Written <u>referrals</u> are not required for specialist visits within the member's assigned network for selected services. <u>Referrals</u> or oral approvals are required in other instances. Further information on the <u>referral</u> process can be found at www.hap.org



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

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay per visit	Not Covered	Visits are face-to-face, telephonic, or through secure electronic portal
	Specialist visit	\$30 copay per visit	Not Covered	-----None-----
	Other practitioner office visit	\$20 PCP Other Practitioner copay per visit/ \$30 Specialist Other Practitioner copay per visit	Not Covered	Chiropractic Care and Acupuncture Not Covered
	Preventive care/ screening/immunization	No Charge	Not Covered	Coverage information available at www.hap.org . You may have to pay for services that aren't preventive services . Ask your provider if the services needed are preventive services . Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	Not Covered	Some services require preauthorization .
	Imaging (CT/PET scans, MRIs)	No Charge	Not Covered	Services require preauthorization .
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at www.hap.org	Generic drugs	Preferred \$15 copay /prescription (retail) Non-Preferred \$15 copay /prescription (retail)	Not Covered	Retail: 30 day supply for non-maintenance drugs at 1 copay ; 90 day supply for eligible maintenance drugs at 2 copays; Mail Order: 90 day supply for both eligible maintenance and non-maintenance drugs at 2 copays.
	Preferred brand drugs	\$30 copay /prescription (retail)	Not Covered	
	Non-preferred brand drugs	\$50 copay /prescription (retail)	Not Covered	
	Specialty drugs	Preferred \$50 copay /prescription (retail) Non-Preferred \$50 copay /prescription (retail)	Not Covered	Specialty drugs not available at 90 day or mail order.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	Not Covered	Some services require preauthorization .
	Physician/surgeon fees	No Charge	Not Covered	-----None-----

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Emergency room care	\$150 <u>copay</u> per visit	\$150 <u>copay</u> per visit	<u>Copay</u> will be waived if admitted
	Emergency medical transportation	No Charge	No Charge	Emergency medical transportation Only
	Urgent care	\$30 <u>copay</u> per visit	\$30 <u>copay</u> per visit	-----None-----
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	Not Covered	Some services require preauthorization .
	Physician/surgeon fees	No Charge	Not Covered	-----None-----
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$20 <u>copay</u> per visit	Not Covered	* Services can be accessed by calling 1-800-444-5755
	Inpatient services	No Charge	Not Covered	** Services can be accessed by calling 1-800-444-5755
If you are pregnant	Office visits	\$30 <u>copay</u> per visit	Not Covered	No Charge for Prenatal care
	Childbirth/delivery professional services	No Charge	Not Covered	-----None-----
	Childbirth/delivery facility services	No Charge	Not Covered	**Some services require 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 eyecare	Children's eye exam	\$30 <u>copay</u> per visit	Not Covered	No Charge for one routine eye exam
	Children's glasses	Not Covered	Not Covered	-----None-----
	Children's dental check-up	Not Covered	Not Covered	-----None-----

Excluded Services & Other Covered Services:

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

Acupuncture	Hearing Aids	Private-Duty Nursing
Chiropractic Care	Long-Term Care	Routine Foot Care (Only when meets plan guidelines)
Cosmetic Surgery	Non-Emergency Care When Traveling Outside the U.S.	Vision Hardware (Unless additional rider purchased)
Dental Care (Adult)		

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

Bariatric Surgery	Routine Eye Care (Adult)	Weight Loss Programs
Infertility Treatment (Only when meets plan guidelines)		

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

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

Does this plan provide Minimum Essential Coverage? **Yes**

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

Does this plan meet Minimum Value Standards? **Yes**

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

Language Access Services:

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

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

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

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

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

About these Coverage Examples:



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

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$0	■ The plan's overall deductible	\$0	■ The plan's overall deductible	\$0
■ Specialist copayment	\$30	■ Specialist copayment	\$30	■ Specialist copayment	\$30
■ Hospital (facility) copayment	\$0	■ Hospital (facility) copayment	\$0	■ Hospital (facility) copayment	\$0
■ Other coinsurance	0%	■ Other coinsurance	0%	■ Other coinsurance	0%
This EXAMPLE event includes services like: Specialist office visits (<i>prenatal care</i>) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (<i>ultrasounds and blood work</i>) Specialist visit (<i>anesthesia</i>)		This EXAMPLE event includes services like: Primary care physician office visits (<i>including disease education</i>) Diagnostic tests (<i>blood work</i>) Prescription drugs Durable medical equipment (<i>glucose meter</i>)		This EXAMPLE event includes services like: Emergency room care (<i>including medical supplies</i>) Diagnostic test (<i>x-ray</i>) Durable medical equipment (<i>crutches</i>) Rehabilitation services (<i>physical therapy</i>)	
Total Example Cost	\$12,800	Total Example Cost	\$7,400	Total Example Cost	\$1,900
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<i>Cost Sharing</i>		<i>Cost Sharing</i>		<i>Cost Sharing</i>	
Deductibles	\$0	Deductibles	\$0	Deductibles	\$0
Copayments	\$610	Copayments	\$1,075	Copayments	\$90
Coinsurance	\$0	Coinsurance	\$0	Coinsurance	\$0
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$60	Limits or exclusions	\$55	Limits or exclusions	\$0
The total Peg would pay is	\$670	The total Joe would pay is	\$1,130	The total Mia would pay is	\$90

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.



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

MACOMB COUNTY EMPLOYEES

0070004480075 - 08BG2

Effective Date: 01/01/2023

Vision Coverage

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

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

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

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

Member's responsibility (copays)

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

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

Eye exam

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

Lenses and frames

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

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

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

Benefits

Standard frames

Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.

VSP network doctor

\$100 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less

Non-VSP provider

Reimbursement up to \$65 less \$10 copay (member responsible for any difference)

One frame in any period of 12 **consecutive** months

Contact Lenses

Benefits

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)

Contact lens suitability examination (fitting and evaluation)

Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)

VSP network doctor

100% of approved amount

Contact lenses up to the allowance in any period of 12 **consecutive** months

\$120 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

Non-VSP provider

Reimbursement up to \$210 (member responsible for any difference)

\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)

Appendix L

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
	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%
Radiographs - X-rays	100%	100%	100%
Basic Services			
Minor Restorative Services - fillings and crown repair	80%	75%	75%
Endodontic Services - root canals	80%	75%	75%
Periodontic Services - to treat gum disease	80%	75%	75%
Oral Surgery Services - extractions and dental surgery	80%	75%	75%
Major Restorative Services - crowns	80%	75%	75%
Other Basic Services - misc. services	80%	75%	75%
Relines and Repairs - to bridges, implants, and dentures	80%	75%	75%
Major Services			
Prosthodontic Services - bridges, implants, and dentures	50%	50%	50%

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

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

Deductible – None.

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

Welcome to Michigan's largest dental benefits family!

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

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

Quality Dental Program

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

Online Access

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

A Healthy Smile

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

Questions?

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

Golden Dental



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.



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

I. General Exclusions, Limitations, and Exceptions

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

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

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

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

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

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

48	Services that the dentist feels, in his or her professional judgement, should not be provided.
49	Instructions in dental hygiene, dietary planning or plaque control.
50	Missed appointments or completion of claim forms. Infection control, including sterilization of supplies and equipment.

II. Orthodontic Exclusions, Limitations, and Exceptions

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

Appendix M

Active Employees Vision Benefits

BCBSM Vision Benefits



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

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

Vision Coverage

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

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

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

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

Member's responsibility (copays)

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

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

Eye exam

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

One eye exam in any period of 12 **consecutive** months

Lenses and frames

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

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

Benefits

Standard frames

VSP network doctor

\$100 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less

Non-VSP provider

Reimbursement up to \$65 less \$10 copay (member responsible for any difference)

One frame in any period of 12 **consecutive** months

Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.

Contact Lenses**Benefits**

Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)

VSP network doctor

100% of approved amount

Non-VSP provider

Reimbursement up to \$210 (member responsible for any difference)

Contact lenses up to the allowance in any period of 12 **consecutive** months

Contact lens suitability examination (fitting and evaluation)

\$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)

\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)

Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)

Contact lenses up to the allowance in any period of 12 **consecutive** months

HAP

Please refer to the HAP Medical Benefits Summary

LETTER OF UNDERSTANDING

between

AFSCME LOCAL 411

and

COUNTY OF MACOMB

RE: UNION RELEASE TIME FOR LOCAL PRESIDENT

The Union President will have pre-approved off-site union release time of 1:30 p.m. to 4:30 p.m. each business day for a period of one (1) year from January 1, 2023 to December 31, 2023. Union release time will be as outlined in Article 3, Representation, Officers, Stewards and Bargaining Committee, thereafter. This agreement expires at 11:59 p.m. on December 31, 2023.

FOR THE UNION:

FOR THE EMPLOYER:

Denis Martin, Staff Representative
Michigan AFSCME Council 25

Karlyn Semlow
Karlyn Semlow, Director
Human Resources and Labor Relations

C Antonette
Cindy Antonette, President
AFSCME Local 411

Francheska Jurcaj
Francheska Jurcaj, Negotiating Team
AFSCME Local 411

Andrey Cox
Andrey Cox, Negotiating Team
AFSCME Local 411

Jenay Chartier
Jenay Chartier, Negotiating Team
AFSCME Local 411

Bridget Zabawa
Bridget Zabawa, Negotiating Team
AFSCME Local 411

Mary Kay Ehresman
Mary Kay Ehresman, Negotiating Team

Sherri Zube
Sherri Zube, Negotiating Team

Dated: 8-2-23

LETTER OF UNDERSTANDING

between

AFSCME LOCAL 411

and

COUNTY OF MACOMB

RE: UNIFORM ALLOWANCE

A. For the term of this Agreement the Parties have agreed to the following annual uniform allowances:

Health Department

Community Health Technicians

- laboratory coats provided as needed

Public Works

Station Operators shall be provided the following:

- 4 shirts (their choice of long or short sleeved)
- 4 pair of pants
- coveralls or coat every 2 years

Wastewater Field Operators, Inspectors and Senior Inspectors shall be provided the following:

- 4 shirts (their choice of long or short sleeved)
- coveralls or coat every 2 years
- 1 pair of boots every 2 years not to exceed \$180

Purchasing

Central Stores

Inventory Service Coordinator

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

Assistant Inventory Service Clerk

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

Inventory and Delivery Clerk

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

Mail Services Employees

- 3 shirts (their choice of long or short sleeved)

- 3 pair of pants (their choice of long or short)

Print Shop Employees

- 3 shirts (their choice of long or short sleeved)
- 3 pair of pants

Facilities and Operations


- Custodians and Security Guards shall be provided the following:
- 3 shirts (their choice of long or short sleeved)
 - coveralls as needed

FOR THE UNION:

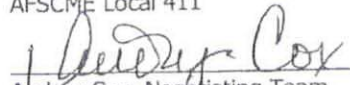
Denis Martin, Staff Representative
Michigan AFSCME Council 25



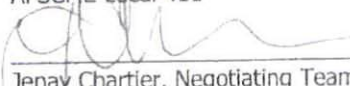
Cindy Antonette, President
AFSCME Local 411



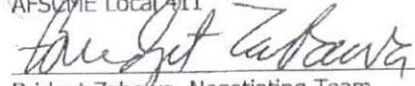
Francheska Suncaj, Negotiating Team
AFSCME Local 411



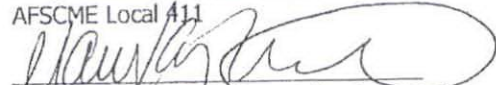
Audrey Cox, Negotiating Team
AFSCME Local 411



Jenay Chartier, Negotiating Team
AFSCME Local 411



Bridget Zabawa, Negotiating Team
AFSCME Local 411




Mary Kay Ehresman, Negotiating Team



Sherri Zube, Negotiating Team

FOR THE EMPLOYER:



Karlyn Semlow, Director
Human Resources and Labor Relations

Dated: 8-2-23

LETTER OF UNDERSTANDING

between

AFSCME LOCAL 411

and

COUNTY OF MACOMB

RE: CONDITIONS OF EMPLOYMENT FOR CERTAIN PART-TIME EMPLOYEES

The Parties agree that, due to such recognitions as MERC Certification R91 F-152 (recognizing certain part-time employees of MSU Extension Services), it may not be clear by reading the labor agreement, what conditions of employment apply to these employees.

In view of this, the following Articles and provisions do not apply to these employees: Regular Employee Defined; Increments- Temporary Assignment; Sick Leave; Accumulated Sick Leave Payoff; Bereavement Leave; Paid Time Off; Leave of Absence; Insurance Benefits; Longevity; Jury Duty; Seniority; Job Openings; Holiday Pay; Worker's Compensation; Regular Work Schedule; Overtime; Appendix A; Letter of Understanding on Uniform Allowance.

FOR THE UNION:

Denis Martin, Staff Representative
Michigan AFSCME Council 25

C. Antonette
Cindy Antonette, President
AFSCME Local 411

Francheska Jurcaj
Francheska Jurcaj, Negotiating Team
AFSCME Local 411

Audrey Cox
Audrey Cox, Negotiating Team
AFSCME Local 411

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Jenay Chartier, Negotiating Team
AFSCME Local 411

Bridget Zabawa
Bridget Zabawa, Negotiating Team
AFSCME Local 411

Mary Kay Ehresman
Mary Kay Ehresman, Negotiating Team

Sherri Zube
Sherri Zube, Negotiating Team

FOR THE EMPLOYER:

Karlyn Semlow
Karlyn Semlow, Director
Human Resources and Labor Relations

Dated: 8-2-83

LETTER OF UNDERSTANDING

between

AFSCME LOCAL 411

and

COUNTY OF MACOMB

RE: CITY OF DETROIT INCOME TAXES

The County agrees to allow members who reside in the City of Detroit to opt to have their city income taxes withheld by a payroll deduction.

FOR THE UNION:

FOR THE EMPLOYER:

Denis Martin, Staff Representative
Michigan AFSCME Council 25

Karlyn Semlow

Karlyn Semlow, Director
Human Resources and Labor Relations

C. Antonette

Cindy Antonette, President
AFSCME Local 411

Francheska Juncaj

Francheska Juncaj, Negotiating Team
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Jenay Chartier, Negotiating Team
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Bridget Zabawa, Negotiating Team
AFSCME Local 411

Mary Kay Ehresman

Mary Kay Ehresman, Negotiating Team

Sherri Zube

Sherri Zube, Negotiating Team

Dated: 8-2-23

**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 AFSCME Local 411 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:

Denis Martin, Staff Representative
Michigan AFSCME Council 25

Karlyn Semlow

Karlyn Semlow, Director
Human Resources and Labor Relations

C. Antonette

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Dated: 8 2 23