AGREEMENT

between

THE COUNTY OF MACOMB

AND

POLICE OFFICERS LABOR COUNCIL

representing

CAPTAINS/CHIEF OF STAFF

January 1, 2017
through
December 31, 2019
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AGREEMENT

CAPTAINS/CHIEF OF STAFF

This Agreement entered into January 1, 2017, between the County of Macomb, hereinafter referred to as "Employer" and/or "County" and the Police Officers Labor Council acting on behalf of the employees within the unit for which the Union has been recognized as the sole bargaining agent.

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

PURPOSE AND INTENT

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

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

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

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

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

ARTICLE 1

RECOGNITION

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

ARTICLE 2

DUES/SERVICE FEE COLLECTION

A. The Employer hereby agrees to deduct Union membership dues, initiation fees, assessments, service fees or service charges from the pay of the individual employee and transmit same to the Union to the extent and as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions.

B. Each employee who desires to have such Union membership dues, initiation fees, assessments,
service fees or service charges deducted from his/her earnings shall execute a Paragraph J, "Deduction Authorization Form" in full, with the original thereof being delivered to the Employer.

C. The Employer shall place such deduction or deductions in effect at the second pay period of the month following receipt of same in accordance with the terms and conditions set forth in the "Deduction Authorization Form".

D. The Employer shall transmit such deductions, together with a list of employees paying same, to the Treasurer of the Union designated in writing by the Union, at address designated by the Union, and shall so do as soon as possible after the deduction but no later than the 10th day of the following month.

E. The Employer shall notify the Union of the termination of the employment of any dues and/or service fees paying employee.

F. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union it shall be the responsibility of such employee to obtain appropriate refunds from the Union.

G. In the event that the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effectuated only upon written assurance of the requesting party that the additional amounts have been authorized pursuant to and in accordance with the Union's Constitution and By-Laws.

H. The "Deduction Authorization Form" hereinafter set forth, when executed, shall be binding upon the employee for the duration of this Agreement and shall be automatically renewed under the same terms and conditions for the life of subsequent collective bargaining agreements.

I. It is understood and agreed that this provision for deduction of Union dues and/or service fees is for the benefit of the employees requesting same, and the Employer is under no obligation to demand or request that employees authorize such deduction as a condition of employment and further, that the obligation of the Employer does not extend beyond that hereinbefore set forth except as provided for under the Agency Shop provision of this Agreement.

J. The following form shall be utilized as authorization for such deduction of Union dues and/or service fees:

DEDUCTION AUTHORIZATION FORM

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

______________________________
Employer's Signature
K. The Employer shall not be liable to the Union by reason of requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employees, as authorized by them, under the Payroll Deduction for Union dues or service fees provision.

L. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 2, Dues/Service Fee Collection, and Article 3, Agency Shop of this Agreement. The Union agrees that in the event of litigation against the Employer, its agents or employees, arising out of this provision, the Union will co-defend and indemnify and hold harmless the Employer, its agents or employees, for any monetary award arising out of such litigation.

ARTICLE 3

AGENCY SHOP

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

A. If the employee chooses not to exercise the Authorization Deduction Form option, then, monthly dues or the equivalent service fee shall be paid to the Union on or before the fifteenth (15th) day of the month in which they fall due.

B. Employees who do not elect to become members of the Union, shall pay, as a condition of employment, in lieu of initiation fees and periodic dues, uniformly required, a monthly service fee which shall be equivalent to the regular monthly dues.

C. The Union shall notify the Employer in writing of any employees who are more than thirty (30) days in arrears in payment of membership dues and/or service fees. The Employer shall execute written confirmation of receipt of such notice and proof in accordance with "Confirmation Form", attached hereto as Paragraph E. The Union shall forward the Employer’s written confirmation when it notifies the delinquent employee of such arrearage and informs said employee that his/her employment will be terminated unless said arrearage is paid within thirty (30) days of the employee’s receipt of said notice.

D. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall at the conclusion of the second grace period of thirty (30) days referred to in Paragraph C above, constitute grounds upon which the Employer shall immediately terminate employment of such employee.

E. The following form shall be utilized by the Employer in compliance with this Article:

EMPLOYER ACKNOWLEDGEMENT AND CONFIRMATION FORM

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

Dated: ___________________________  Signed: ___________________________

ARTICLE 4

REPRESENTATION

A. Union business shall not be conducted during working hours or in County areas except as provided by this Agreement.

B. The Union may be represented in contract negotiations with the County by a committee comprised of not more than two (2) members of the Union plus, if it chooses, any outside person or organization designated by the Union as its official representative. Members of the Union Bargaining Committee who are on duty during contract negotiations shall not lose wages or benefits during time spent while attending negotiations.

C. Employees covered by this Agreement shall be represented for purposes of filing grievances, by Stewards, as hereinafter provided. The Stewards, during their regular working hours, without loss of time or pay, may investigate and present grievances to the Employer, provided however that if such Steward requires more than one hour to investigate and present said grievance, request shall be made for additional time to his/her immediate Supervisor. The privilege of Stewards leaving their work during regular working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance matters and will not be abused and that Stewards will perform their regularly assigned duties at times except, as provided herein.

D. There shall be one steward for the day shift; in the event employees covered by this Agreement are assigned hours other than the normal shift (day), and a steward is required, the matter will be settled on the day shift at a mutually agreed upon date and time.

ARTICLE 5

GRIEVANCE PROCEDURE

A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance in the normal operations of the County.

B. It shall be the firm policy of the Employer to ensure to its employees and to the Union the opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status.

C. Grievances shall be filed within fifteen (15) days of the event, occurrence or circumstances constituting the subject matter of the grievance.

D. The Parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to within the designated time period, provided, however, that the time limits of the
grievance procedure may be extended upon mutual agreement of the Union and the Employer.

E. If either Party fails to timely appeal an answer at any step after Step 1 of the Grievance Procedure, said grievance shall automatically progress to the next step in accordance with the procedures contained herein. Exception is made in those instances where the Parties have agreed to settle a grievance on the basis of the last answer. Exception is also made with regard to medical grievances, where the Union shall have an additional 60 days from receipt of the Employer's answer.

F. Every employee of the Department shall have the right to present a grievance in accordance with the procedure provided herein. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.

G. Immediate supervisors, commanding officers and reviewing officers, shall consider promptly all grievances presented to them and, within the scope of their authority, take timely action as is required.

H. Grievances shall be processed according to the following procedures:

1. **STEP 1:** An employee who believes he/she has a grievance may discuss the complaint with the immediate Supervisor, with or without the presence of the steward. The Parties shall discuss the grievance in an informal manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with the Steward before any discussion takes place with the Supervisor. If possible, a Supervisor will make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with the Steward. The past practice of employees discussing grievances with the Steward at the beginning and/or end of the shift shall continue.

2. **STEP 2:** If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the individual grievant, co-signed by the Steward, or in the case of policy grievance, by the Steward only, to such immediate Supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee (or employees) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any that the grievant claims have been violated. The Supervisor's answer shall set forth facts taken into account in answering the grievance. The written answer shall be presented to the Steward within five (5) days after receipt.

3. **STEP 3:** If the grievance is not satisfactorily adjusted, it shall be referred to the Steward who may appeal such grievance to the Sheriff, or in the absence of the Sheriff, a designee, within fifteen (15) days. The Sheriff or designee shall hold a meeting to discuss the grievance with the Steward, Union President, or designee, and the aggrieved employee within five (5) days of receipt of the grievance. If not satisfactorily adjusted at this meeting, the Sheriff or designee shall give a written answer within ten (10) days of such meeting.

4. **STEP 4:** If not satisfactorily settled in Steps 1, 2, and 3, the grievance may be submitted in writing by the Union President, or designee, to the Director, Human Resources and Labor Relations or designee, within fifteen (15) days. A meeting between said Director, Human Resources and Labor Relations, or designee, and a committee of the Union composed of the President, or designee, or both and the grievant's Steward or representative, shall be held within twenty (20) days after submission to the Director, Human Resources and Labor
Relations, or designee. If not satisfactorily adjusted at this meeting, the Director, Human Resources and Labor Relations, or designee, shall give a written answer within ten (10) days of the meeting.

5. **STEP 5: ARBITRATION:**

a. Any unresolved grievance, having been processed through Step 4 of the Grievance Procedure, may be submitted to Arbitration by the Union in accordance with this Article. Arbitration shall be invoked by written notice to the County of a Demand to Arbitrate. Upon receipt of a "Demand to Arbitrate", the County and the Union shall attempt to mutually select an Arbitrator. In the event that the Parties cannot agree upon an Arbitrator to hear the unresolved grievance, within ten (10) days of the "Demand for Arbitration" they shall request the Federal Mediation and Conciliation Service to provide a list of impartial arbitrators in accordance with its applicable rules and regulations.

b. The right of the Union to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the County.

c. Any arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four (4) corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement or applicable laws or rules or regulations having the force and effect of law.

d. To the extent that the laws of the State of Michigan permit, it is agreed that the Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved and the Employer. There shall be no appeal from any such decision unless the decision extends beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

e. The fees and expenses of the Arbitrator shall be shared by the Parties equally.

f. The aggrieved, the Union representative and prospective witnesses shall not lose pay or benefits for the time off the job while attending the arbitration proceedings; provided, however, that attendance by such on duty arbitration participants shall be subject to the approval of the Sheriff or his designated representative in accordance with manpower requirements.

g. All records, reports and other information pertaining to a grievance which are to be utilized in an arbitration proceeding shall be made available for inspection by the Union, provided a request for the specific documents is made.

I. Notwithstanding any other provisions herein, an individual employee(s) may present a grievance to the Employer and have it adjusted without the intervention of the Steward or Union Officers, providing, however, that the Employer has given the Steward and Union Officers notice and an
opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union.

J. Grievances affecting more than one (1) employee may be treated as policy grievances and entered at the third (3rd) step of the grievance procedure by the Union.

K. In instances where the subject matter of the grievance lies within the jurisdiction of a specific County agency, e.g. Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.

L. The settlement of any grievance shall be reduced to writing and signed by a representative of the County, a member of the Union Executive Board and the affected employee's Steward (if applicable).

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

ARTICLE 6

EMPLOYEE'S BILL OF RIGHTS

A. No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test or similar test or chemical such as sodium pentothal or truth serum tests, or similar tests by whatever name called for any reason unless such member shall demand said examination in writing.

B. No employee shall be discharged, disciplined or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector tests or similar test by whatever name called.

C. The Employer or its agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the Employer and any employee unless disclosure of such device is made to the employee prior to such conversation.

D. Except when on duty or when acting in his/her official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

E. Employees shall have the right to bring civil suit against any person, group of persons, or any organization or corporations or the head of such organizations or corporations, for damages suffered, either pecuniary or otherwise for or abridgement of their civil rights arising out of the officer's performance of official duties.

F. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee with the exception of employment letters of recommendation, upon written request during the normal business hours construed to be 9:00 a.m. to 5:00 p.m. Monday through Friday, excepting holidays.

G. The employee's files shall not be made available to any person or organization other than the Employer and employee without the employee's expressed authorization, unless pursuant to Court Order or as otherwise provided by law. However, no information provided without notice to the employee.
H. No employee shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his/her property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his or her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This paragraph shall not prevent inquiries made by authorized agents of legally constituted agencies in accordance with acceptable and legally established procedures.

I. Whenever any employee is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions.

1. The interrogation shall be conducted at a reasonable hour, preferably but not necessarily limited to when the employee is on duty.

2. Any employee, at his/her request, shall have the right to be represented by counsel and/or Union representative of his/her choice prior to and during the making of any statements, written or verbal, concerning any act, incident or occurrence from which disciplinary action, criminal prosecution or civil suit may possibly result.

3. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation.

4. The employee under investigation shall be informed of the nature of the investigation prior to any interrogatories and he/she shall be informed of the names of the complainant.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

6. The employee under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

7. The complete interrogation of an employee, including all recess periods shall be recorded and there shall be no unrecorded questions or statements.

8. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.

J. Employees will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.

K. Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, to include a Preliminary Crime Report, until such time as the employee has been able to contact a Union official and has had reasonable time to discuss the incident with a Union attorney. The attorney shall then be able to counsel the officer during his/her Preliminary Crime Report or any other oral or written statement that may be required.
L. An employee's locker shall not be opened for any reason including inspection, without the employee or his/her Union representative present. In no event will an employee's locker be opened so as to search through said employee’s personal property in said locker, without the employee’s consent.

M. Supervisory officers shall treat employees under their command in a respectful, dignified and professional manner and shall give disciplinary advice to an employee in private, not in the presence of other employees, if possible.

N. No employee will be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights or any rights afforded him or her by this contract.

ARTICLE 7

EMPLOYEE DEFINED

A. A regular full-time employee is an individual employed in a full-time budgeted position and regularly scheduled to work forty (40) hours per week for six (6) consecutive months. Full-time employees are entitled to benefits as specifically outlined in this Labor Agreement.

B. A regular part-time employee is an individual employed in a part-time budgeted position and regularly scheduled to work less than thirty (30) hours per week for six (6) consecutive months. Regular part-time employees shall not be entitled to any benefits pursuant to this Labor Agreement.

ARTICLE 8

DISCIPLINARY PROCEEDINGS

A. The Parties hereto agree that all aspects of disciplinary proceedings shall be conducted only in accordance with the procedures contained in this Article.

B. Employees shall be disciplined only on the basis of a breach or violation of the specific rules and regulations of the Department. All disciplinary measures including written reprimands through discharge sought to be imposed upon employees shall be based upon particular written charges which give reasonable notice to the employee of the nature of the charged offense and facts relating thereto, a copy of such charges shall immediately be forwarded to the Union and the charged employee.

C. Except in situations requiring immediate action, no disciplinary measures shall be implemented until such time as there has been a full and complete investigation of the matter and the employee has been furnished with a written statement of the charges and reasons, as outlined in Paragraph B. Employees shall have upon request therefore, an opportunity to discuss prospective disciplinary measures with the Sheriff or his/her designated representative in accordance with the provisions of Article 6, Employee's Bill Of Rights.

D. Any disciplinary action including reprimands taken by the Sheriff or his/her representative may be appealed by the employee giving "Notice of Appeal" to the Sheriff with a copy to the County Director, Human Resources and Labor Relations within five (5) days (excluding weekends and holidays) from the date of service of the charges upon him/her (attached hereto as Paragraph F).

E. An employee has the right to appeal any disciplinary action taken by the Sheriff or his/her representative by proceeding either in accordance with Act 298 of the Public Acts of 1966, or by filing
a grievance which is automatically processed to Step 3 of the grievance procedure. In the event
disciplinary action is appealed through the grievance procedure; and said grievance is not
satisfactorily settled at Step 3 or 4, it may be appealed to arbitration in accordance with Article 5,
Grievance Procedure, Paragraph H.5.

F. An employee's decision to appeal disciplinary action pursuant to the contractual grievance procedure
shall be made in lieu of his/her appeal rights under Act 298. Notice of the option chosen for appealing
disciplinary action shall be given in conjunction with the required "Notice of Appeal" (Paragraph D),
on the following form:

NOTICE OF APPEAL - OPTION AND WAIVER FORM

I, ___________________________(employee’s name), hereby give notice that I am appealing the imposition
of the ___________________________(degree of action) disciplinary action taken against me on or about
(date) by following the procedures of: (check one)

_____ Grievance provisions of the Agreement covering Captains and Chief of Staff
only, Macomb County Sheriff Department and Police Officers Labor Council,
or

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

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

_____ Grievance procedure as provided in the Agreement covering Captains and Chief of
Staff only, Macomb County Sheriff Department and Police Officers Labor Council,
or


Received by:

__________________________________________
Employee’s Name

Dated:_____________________________________
Address

POLICE OFFICERS LABOR COUNCIL

G. In the event there are criminal charges in conjunction with disciplinary action taken against an
employee, an appeal of the disciplinary action shall not proceed, if the employee requests with the
"Notice of Appeal" that the appeal process be held in abeyance pending resolution of the underlying
criminal charge.

H. In the event an employee shall give notice of his/her intent to appeal any reprimand or disciplinary
action taken at the initial state of the proceedings, no penalty resulting from such proceeding shall be implemented until the employee shall have exhausted his/her remedies in accordance with this contract except when immediate action is required. If an employee is suspended or dismissed from the Department, the Employer is obligated only to continue to pay said employee’s contractual insurance premiums until the suspension or dismissal is resolved through arbitration or court decision; provided however, the Employer shall only pay said employee’s contractual insurance premiums to the extent said employee has recoverable funds with the County (accumulated sick time, annual leave or holiday pay, retirement funds) and the employee has given the County written permission to use those funds in this regard. Provided further, that during the period of said suspension the employee may utilize personal funds to sustain contractual insurance benefits through the County.

I. Nothing in the foregoing sections shall be construed to prejudice or understood to constitute a waiver of an employee’s right to lost wages or benefits in the event said employee is returned to active employment.

J. In no event shall the charges against an employee or disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process.

K. In the event that an employee shall agree to and accept the reprimand or disciplinary action imposed by the Sheriff or his/her designated representative, it shall be final and binding upon all parties.

L. In all cases of disciplinary proceedings, the employee being investigated or questioned, may, if he/she so desires, have a Union representative and/or attorney present during such investigation as an advisor. Nothing in the foregoing shall abridge the right of a commanding officer to counsel, advise or admonish an officer under his/her command, in a civil tone, in private.

M. Before a reprimand is placed in an employee’s file, it shall be explained by the Supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies.

ARTICLE 9

PROBATIONARY PERIOD

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

ARTICLE 10

SENIORITY

A. Departmental seniority of a new employee shall commence after the employee has completed the six (6) month probationary period and shall be retroactive from initial date of full time employment with the Department, in accordance with Civil Service regulations.

B. Classification seniority shall commence when an employee is placed in a classification and shall continue until such time as said employee is placed in a different classification. Classification seniority shall prevail for purposes of vacation and overtime preference as well as to other items the parties
hereto may agree upon.

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

1. He/she resigns or terminates his/her employment with the Department.

2. He/she is dismissed and is not reinstated by the Civil service Commission, a court of competent jurisdiction or through other methods of reinstatement.

3. He/she is absent without leave for a period of three (3) consecutive working days without notification to the Employer. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. If the disposition of any such case is not satisfactory, the matter may be referred to the grievance procedure.

4. He/she retires.

5. If he/she does not return to work when recalled from layoffs. In special cases, exceptions shall be made by the Employer.

6. Return from sick leave and leaves of absences will be treated the same as 3. above.

7. If the employee, except for participants in the Deferred Retirement Option Plan, withdraws his/her contributions from the Macomb County Employees’ Retirement System.

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

E. A current annual seniority list will be furnished by the Employer to the Union no later than during the month of July. The seniority list shall show the name, job titles, date of hire of all employees of the Union entitled to seniority, department seniority as well as date of classification seniority.

ARTICLE 11

ASSIGNMENTS

A. While the Sheriff retains the right to make specific assignments within the Department as an executive police command function, assignments for preferred jobs will be made on the following basis.

B. When a job opening is available in a preferred assignment, the Department will post on the bulletin board the availability of the job for a ten (10) day period.

C. An employee may file a written request for the preferred job assignment.

D. Once selection is made, the Sheriff will post the results.
ARTICLE 12

SHIFT PREFERENCE

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

ARTICLE 13

EMPLOYEES - SALARIES - CLASSIFICATION CHANGES - PROMOTIONS

A. Employees of the Sheriff Department, who are promoted to the rank of Captain or Chief of Staff and are subsequently covered by this Agreement, shall receive the following increments upon reclassification:

1. Date of reclassification: The affected employee is placed at the minimum salary of the classification.

2. After thirteen (13) continuous complete pay periods, the affected employee will be eligible for one normal increment. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Sheriff or designee before becoming effective, providing any disapproval of an increment by the Sheriff or designee shall be set forth in writing together with the reasons therefore, and a copy thereof furnished to the employee and the Director, Human Resources and Labor Relations.

B. When a new job is created and cannot be properly placed in an existing classification, the Employer will establish a rate to apply to the classification as established pursuant to the provisions of Act 298 of the P.A. of 1956, as amended. In the event the employee or Union does not agree the rate is proper, the Union or the employee shall have the right to submit the matter into the Grievance Procedure at the second step.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

A. An employee temporarily assigned to a higher job classification for a period in excess of thirty (30) working days will receive the minimum rate of the higher classification or one increment added to their current salary, whichever is greater. Such temporary assignment must be authorized in writing by the Sheriff or his/her designated agent and approved by the Director, Human Resources and Labor Relations, before salary adjustment is made.

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

ARTICLE 15
SCHEDULING AND HOURS

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

ARTICLE 16
LAYOFF/RECALL

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

ARTICLE 17
HOLIDAY BENEFITS

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

The holidays included are:

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

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

Employees regularly scheduled to work any or all of the approved holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half for all regular hours worked. The holiday premium rate shall be paid on, not later than, the end of the second pay period following the pay period in which such holiday premium rate is earned.
B. Employees who are scheduled to work the holiday must work the holiday and the scheduled day before and scheduled day after the holiday, unless excused with pay for the entire day, in order to qualify for payment. In order to be excused from work for holiday pay purposes, an employee must secure a medical certificate or written approval by the Sheriff, or designee. The foregoing excuse provision, relating to qualification for holiday pay, shall not apply to employees on sick leave, if such sick leave is in effect prior to the beginning of the current pay period in which the holiday falls. Additionally, the above enumerated holidays, occurring after one (1) year from date of any incapacitating injury for which Worker's Compensation benefits are paid, shall not be credited to the employee, or otherwise qualify the incapacitated employee for holiday payment, and such disqualification shall continue so long as the incapacity exists.

C. In instances where an employee is declared ineligible for a holiday, the employee shall be notified in writing, with a copy to the appropriate representative of the Bargaining Unit, that payment for the holiday in question is being denied and the reason for such denial. Notice shall be submitted not later than the end of the next pay period following the pay period in which the holiday in question falls.

D. Holiday pay payments shall be included in the first regular payroll check of December.

E. DROP Participants: At the time an employee elects to participate in the DROP he/she shall receive as part of their pay, a prorated amount of holiday pay. Payment for the balance of that year's holidays and subsequent holiday pay shall be made in December of each year. Payment shall be as described in Section A above.

ARTICLE 18

OVERTIME/CALL-IN PAY

A. Overtime pay shall be allowed at the rate of time and one half (1 1/2) for work in excess of eight (8) hours; and in case of emergency at times other than the normal scheduled shift. The foregoing provision does not include or apply to the time of Captains or Chief of Staff while appearing in Court while off duty.

B. An employee called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one half (1 1/2) and such employee shall perform a minimum of four (4) hours work within his/her classification.

C. All scheduled overtime must be approved by the Department Head who shall submit a monthly report of such overtime allowed to the Finance Committee.

D. All overtime shall be paid at the employee's hourly rate at the time the overtime was worked.

ARTICLE 19

ANNUAL LEAVE/PAID TIME OFF (PTO)

A. Full-time employees, except for participants in the Deferred Retirement Option Plan, shall be entitled to accrue Annual Leave/Paid Time Off time according to the following schedule:
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<th>Years of Consecutive Service Completed:</th>
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B. Annual Leave/Paid Time Off days may be accumulated to a maximum of thirty (30) work days.

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

D. Upon termination of employment, an employee shall be compensated for his/her Annual Leave/Paid Time Off at the rate of pay said employee received at the time of termination.

E. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave/Paid Time Off as above on a basis proportionate to the time they have worked.

F. Full time employees, including participants in the Deferred Retirement Option Plan (DROP), may request Annual Leave/Paid Time Off conversion to cash payment of up to forty (40) hours per year. Employees requesting Annual Leave/Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Annual Leave/Paid Time Off to be eligible for the conversion. The requested Annual Leave/Paid Time Off conversion(s) must be submitted by February 1 with a cash payment to be made in March and August 1 with the cash payment to be made in September in a regular paycheck with normal deductions.

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

1. Employees receiving at least twenty (20) leave days annually and/or who have in their Annual Leave/Paid Time Off sufficient time, shall receive two (2) weeks summer Annual Leave/Paid Time Off (April/September) and two weeks winter Annual Leave/Paid Time Off (October/March). Exceptions to the two (2) week summer, two (2) week winter leave can be made by mutual agreement between the Sheriff and the Association.

2. As of March 1, for summer Annual Leave/Paid Time Off, (April/September) and September 1, winter Annual Leave/Paid Time Off, (October/March), senior employees shall not be able to remove the names of less senior employees from the vacation schedule, unless there is mutual consent among the affected employees.
3. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and efficient operation of the department concerned.

4. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Sheriff or designee.

5. When a holiday is observed by the employee on a day other than Saturday or Sunday during the scheduled vacation, the vacation will be extended one (1) day continuous with the vacation, except for those employees receiving holiday pay, as outlined in the Holiday Pay provision of this Agreement.

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

1. DROP participants shall receive, on January 1st of each year of DROP participation, a number of hours of Annual Leave/Paid Time Off equal to the number of hours of Annual Leave/Paid Time Off accumulated in the calendar year immediately preceding the commencement of DROP participation.

2. Employees whose DROP participation begins at a time of year other than January 1st, shall receive a pro-rata share of Annual Leave/Paid Time Off for the balance of the calendar year computed in the same manner as paragraph H.1., above.

3. Annual Leave/Paid Time Off not utilized by an employee by December 31st of a calendar year shall be forfeited.

4. There shall be no compensation for Annual Leave/Paid Time Off time remaining in an employee's Annual Leave/Paid Time Off bank upon separation from employment.

5. DROP participants who utilize Annual Leave/Paid Time Off in an amount in excess of a proportionate share prior to voluntarily or involuntarily discontinuing employment shall be obligated to compensate the Employer for all Annual Leave/Paid Time Off time used in excess of such proportionate share. This provision shall not apply to an employee whose involuntary discontinuance of employment is caused by duty related death or disability.

ARTICLE 20

SICK LEAVE

A. Regular full-time employees, except for participants in the Deferred Retirement Option Plan, shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two-week pay period of service. Sick Leave shall accumulate only on hours paid.

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

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

C. An employee may utilize available Sick Leave for absences:
1. Due to personal illness or physical incapacity caused by factors that the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.

2. Necessitated by exposure to contagious disease or condition in which the health of others would be endangered by attendance on duty.

3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) Sick Leave days in any one calendar year. The term "immediate family" as used in this section shall mean parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchildren. It shall also include any person who is a member of the Employee's household.

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

5. **Personal Days:** An employee may use two (2) days per year for personal business reasons not to be deducted from his/her Sick Leave Bank.

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

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

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

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

H. A non-probationary employee who is seriously ill for more than five (5) days while on Annual Leave/Paid Time Off, may, upon application, have the duration of such illness charged against his/her Sick Leave bank rather than against Annual Leave/Paid Time Off. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.

I. Sick Leave shall be available for use upon accrual. Employees shall not be entitled to use Personal Business Days until the completion of three (3) months of service from the date of hire, except in cases of injury incurred in the line of duty.

J. Employees participating in the DROP shall not be subject to Sick Leave, Sections A. B., and G. above and shall be entitled to Sick Leave calculated in the following manner:

1. DROP participants shall be provided with six (6) days of Sick Leave on January 1st of each year the employee participates in the DROP.
2. Employees who begin DROP participation at a time other than January 1st, shall receive a pro-rata share of six (6) Sick Leave days for the balance of the calendar year.

3. After the exhaustion of the six (6) Sick Leave days provided for in paragraph J.1., employees may utilize that Sick Leave, accrued pursuant to Sections A. and B. above during the period of employment prior to the effective date of DROP participation, for which the employee was not compensated pursuant to Sick Leave Payoff, at the time the employees DROP participation begins.

4. Up to three (3) unused Sick Leave days, of the six (6) provided in Section J.1. above, will be paid by the Employer at the end of each calendar year of DROP participation.

5. There shall be no compensation for any Sick Leave time remaining in the employee's Sick Leave bank upon separation from employment, except as provided in Section K. below.

K. Sick Leave Payoff (does not apply to employees hired after 1-1-16)

1. **Retirement:** An employee, who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, shall be paid for seventy-five percent (75%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.

   Effective December 19, 1996, all employees hired on or after this date shall not have their Sick Leave Banks made part of Final Average Compensation (FAC).

2. **Deferred Retirement:** An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. Employees who defer their retirement prior to January 1, 2016 and die prior to the time the retirement benefits begin, said accumulated payoff shall be made to the deceased deferred employee's beneficiary designated to receive the accumulated contributions in the employees savings fund.

   Effective November 1, 1996, all employees hired on or after this date, shall not have their Sick Leave Banks made part of Final Average Compensation (FAC).

3. In case of death of an employee, payment of seventy-five percent (75%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's beneficiary designated to receive the accumulated contributions in the employees savings fund.

   **ARTICLE 21**

   **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. The Employee may elect to take up to three (3) days off with pay due to a death in the Employee's family as follows: parent, current step parent, current spouse, children, current step children, brother,
sister, grandparent, or grandchildren. It shall also include any person who is normally a member of the employee’s household.

B. The Employee may elect to take up to three (3) bereavement leave days chargeable to Sick Leave or Annual Leave due to a death in the Employee’s family as follows: mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, nieces or nephews.

ARTICLE 22

WORKER’S COMPENSATION DISABILITY

A County employee who has incurred bodily injury arising out of and in the course of actual performance of duty in the service of the County, which bodily injury totally incapacitates such employee from performing any available County employment shall be entitled to disability compensation upon the following basis and subject to the following provisions:

A. The employee must be eligible for and receive Worker’s Compensation on account of such bodily injury.

B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.

C. Any employee suffering an injury within the meaning and definition of this paragraph shall file a report in writing, relating to such injury, with the Sheriff or Designee on the day such injury occurs or, if physically unable to do so because of the nature of the injury, then a physician’s report in writing relating to such injury shall be filed with the Sheriff or Designee within one week from the date of injury. The report shall be made upon the form furnished by the County of Macomb and when received by the Sheriff or Designee shall be transmitted forthwith to the office of the Director, Human Resources and Labor Relations. hereinafter defined and set forth.

D. The employee shall furnish to the Human Resources and Labor Relations Department a written medical certificate which includes a description of the injury and period of incapacity as well as periodic written medical progress reports when requested.

E. Compensation received by an employee who has incurred bodily injury arising out of and in the course of actual performance of duty, which bodily injury totally incapacitates such employee from performing any available County employment, shall be paid on the following basis:

The compensation received by such employee under the Worker’s Compensation Act shall be supplemented by the amount necessary to equal his/her regular salary, such payments to continue for a period of six (6) months from date of incapacitating injury. At the end of said six (6) month period, the Human Resources and Labor Relations Department shall review the disability status of the injured employee to determine if up to an additional six (6) month extension shall be granted, dependent upon the physical condition and ability of the employee to perform other available County employment. In no event shall the period for supplementation under this provision exceed one (1) year from the date of incapacitating injury. If disability exists at the end of the one (1) year period, the employee shall seek to become eligible for coverage under the appropriate disability provision of the Macomb County Employees’ Retirement Ordinance. Employees receiving disability compensation hereunder shall continue to accrue sick leave days on the same basis as employees on the active payroll and such disability sick days compensated for under this paragraph shall not be deducted from the employee’s sick leave bank.
ARTICLE 23

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 compensatory time and Annual Leave/Paid Time Off.
   
   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 24, 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 10, Seniority and termination of employment.

2. Medical Leave for Employee and/or Family:
   a. An employee may be eligible for a Medical Leave upon completion of 6 months of service from their date of hire.
   
   b. An eligible employee who is unable to work due to his/her own medical condition caused
by an illness or injury or the medical condition of a family member caused by illness or injury may request a Medical Leave.

c. A family member shall be defined as parent, current step parent, current spouse, children, current step children, brother, sister, grandparent or grandchild. It shall also include any person who is normally a member of the employee’s household.

d. An employee absent from work for more than 5 consecutive working days shall be required to apply for and submit a request for Medical Leave in writing using forms required by Human Resources and Labor Relations.

e. All foreseeable requests for a Medical Leave must be submitted in writing to the Department Head or designee at least thirty (30) days prior to the effective date of the Medical Leave.

f. An eligible employee must complete a request for Medical Leave of Absence and Certification of Health Care Provider form provided by the U.S. Department of Labor.

g. Medical certification must be received in the Human Resources and Labor Relations Department within 15 days from the employee’s last day worked.

h. While on an approved Medical Leave, an employee must exhaust compensatory time and Sick Leave time.

i. Medical Leaves are approved for a period of no more than 6 months. Medical Leave requested beyond 6 months, may be approved for an extension, but not to exceed an aggregate total of no more than 12 months.

j. Medical Leave extension requests must be submitted in writing at least 5 working days prior to the expiration of the current approved Medical Leave.

k. An employee on an approved unpaid Medical Leave shall not accrue credited service for retirement during the time which the employee is on said Medical Leave without pay.

l. While on an unpaid Medical Leave, benefits will be cancelled at the end of the month following six (6) months of unpaid status. Upon the return from the unpaid Medical Leave, benefits will be reinstated in accordance with the waiting periods as outlined in Article 24, Insurance Benefits.

m. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for Medical Leave and/or Medical Leave extension at the Employer’s expense.

n. The Department Head/designee and the Director, Human Resources and Labor Relations/designee shall approve or disapprove all requests for Medical Leave.

o. In order to return from a Medical Leave, the employee must have the ability to perform the essential functions of the job with or without reasonable accommodation. At the Employer’s sole discretion, a medical examination may be conducted at the Employer’s expense.

p. Failure to report for duty upon expiration of a Medical Leave shall be subject to loss of seniority as outlined in Article 10, Seniority and termination of employment.
3. **Military:**

a. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Elected Official/Department Head or designee of the upcoming military service requirements.

b. Benefits provided for employees absent under this Article shall be provided consistent with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services as determined by Human Resources and Labor Relations. Employees absent under USERRA should provide the County with a copy of his/her military orders.

c. Any employee on an approved USERRA Military Leave of Absence shall be eligible for the following benefits during his/her Military Leave of Absence: supplemental pay, medical, prescription drug, dental and vision benefits, life insurance, Retirement eligibility, Sick Leave, Annual Leave/Paid Time Off and Longevity as determined by Human Resources and Labor Relations.

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

**ARTICLE 24**

**INSURANCE BENEFITS**

A. **Life Insurance:**

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

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

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

b. **Waiting Period:** Employees who are eligible for the life insurance benefit will be covered on the first day of the month following thirty (30) days of continuous employment.

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.

B. **Insurance Benefits:**

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

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

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

3. **Waiting Period:** Full-time employees and their eligible dependents will be covered on the first day of the month following thirty (30) days of continuous employment for Macomb County’s, medical prescription drug, dental and vision plans.

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

C. The Employer shall provide two medical plan options: a Preferred Provider Organization (PPO) and an Health Maintenance Organization (HMO) to all regular eligible full-time employees and their eligible dependents including prescription drug coverage, as outlined in Appendix A, Active Employee Benefits or its substantial equivalence. Full-time employees shall be required to comply with PA 152. Prior to the implementation of any deductions, the Employer will meet and confer on design, plan or carrier changes to comply with PA 152.

1. Full-time employees who hire into the County after June 1, 2013 will have an additional monthly employee premium contribution of $100-2 person contract or $150-family contract.

2. 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.

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

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

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

D. 1. **Retirees:** Full-time employees hired into the County before October 1, 2008, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee’s eligible spouse, as defined in D.1.a. after eight (8) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees’ Retirement Ordinance.
Full-time employees hired into the County on or after October 1, 2008, the Employer will provide a fully paid medical and prescription drug plan to the employee and the employee's eligible spouse, as defined in D.1.a. after fifteen (15) years of actual service with the Employer, for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.

a. Coverage shall be limited to the spouse of the retiree, at the time of retirement or DROP.

b. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible spouse receives applicable retirement benefits following the death of the retiree.

2. Full-time employees hired into the County on or after June 1, 2013 will not be eligible for Macomb County's medical, prescription drug, dental and vision plans for the employee's spouse in retirement. Employees in this category will be provided the option of paying for 100% fully insured spousal HMO medical and prescription drug coverage under the County group health plan. There shall be no contribution by the Employer for this option.

3. Full-time employees hired into the County on or after January 1, 2016 will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage.

4. Retired employees and/or their eligible spouse as defined in D.1.a., shall apply and participate in the Medicare Program, if eligible, at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program. At that time the Employer's obligation shall be only to provide medical and prescription drug coverage that will coordinate or supplement with Medicare. Failure to participate in the aforementioned Medicare Program shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their eligible spouse as defined in D.1.a.

5. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance who subsequently are employed on a full-time basis where the subsequent employer offers a medical and prescription drug plan, shall not be eligible for Employer provided medical and prescription drug benefits during such period of full-time employment.

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 B, Active Employees Dental Benefits, or its substantial equivalence. Dependents ages 19-26 may be eligible for dental coverage if they are a claimable dependent.

F. Vision Plan:

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

G. Liability Insurance: The County shall provide for each full-time active employee (including DROP Participants), Bodily Injury and Property Damage Liability Insurance and Personal Injury Insurance, including "false arrest" when arising out of and in the line of duty in the conduct of duly constituted business. The limits of insurance for each occurrence will be $450,000 excess of $50,000 self insured retention per occurrence with an annual aggregate of $450,000. The cost of this insurance will be borne by the County.

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

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

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

K. A Health Care Task Force Committee will be established, consisting of representatives from the Employer and the Union for the purposes outlined below:

a. To receive and review information pertaining to the Employer’s Request for Proposals (RFP) for medical, prescription drug, dental and vision plans.

b. To meet and discuss medical, prescription drug, dental and vision plans, prior to the Employer’s implementation of substantially equivalent changes.

ARTICLE 25

RETIREMENT SYSTEM

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

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

1. The employee's contribution to the retirement system is four percent (4.0%) of their compensation.

2. Effective December 19, 1996, all employees hired on or after this date shall not have their Sick Leave Banks made part of Final Average Compensation (FAC). The elimination of Sick Leave Banks from FAC calculation is a partial trade-off for the improvement made to the pension multiplier.

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

a. Employees in the bargaining unit shall have a straight life retirement allowance consisting of:

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

2. A County pension which when added to his/her employee pension will provide a retirement allowance equal to the number of years and fraction of a year, of his/her credited service multiplied by the sum of 2.40% of his/her final average compensation, for the first twenty-six (26) years and 1% thereafter. In no case shall his/her County pension exceed 65% of his/her final average compensation.

b. 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 earned, not when they were received by the employee.

c. The formula for calculating final average compensation for computing pension benefits shall be based on the average of the highest three (3) consecutive years within the last ten (10) years of service.

d. For employees hired into the County before June 1, 2013, upon written application, an employee in the bargaining unit may apply for voluntary retirement after completing twenty-five (25) years of credited service regardless of age or upon completing eight (8) years of credited service and attaining age sixty (60). Said application shall set forth at what time, not less than thirty (30) days nor more than ninety (90) days subsequent to the execution and filing thereof, that he/she desires to be retired. Upon his/her retirement he/she shall receive a retirement allowance as provided in the Macomb County Employees' Retirement Ordinance.

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

4. **Annuity Withdrawal:** Any member of the bargaining unit who retires on or after January 1,
1984, pursuant to this Ordinance may elect, prior to the effective date of retirement but not
thereafter, to be paid the accumulated contributions including interest as defined in the
Macomb County Employees' Retirement Ordinance, standing to the member's credit in the
Employee's Savings Fund. Upon this election and the payment of the accumulated
contributions and interest, the retiring member's monthly straight life retirement allowance
shall be reduced by an amount which is the actuarial equivalent of the accumulated
contributions paid. The actuarial equivalent shall be determined on the basis of the interest
rate established by the Pension Benefit Guaranty Corporation, or, if such a rate is unavailable,
by the Macomb County Employees' Retirement System Ordinance for such annuity
withdrawals. Such rates to be adjusted semi-annually on January 1, and July 1, of each
year. After such reduction, the member may elect to receive the actuarial equivalent of the
reduced allowance in accordance with the provisions of Option A, B or C as described in this
Ordinance.

5. **Purchase Of Military Service Credits:** Members who wish to purchase military service credits
as provided in the Macomb County Employees' Retirement Ordinance shall be allowed to
purchase said credits through payroll deduction. A member who chooses the payroll
deduction option may spread his/her purchase of military service credits over the same
number of years that the member is purchasing (i.e., if two years of credits are being
purchased, the member will have two years to use the payroll deduction option).

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

6. **Pop-Up Option:** A retiree may elect this option in combination with Option A or B. Under
this option, a reduced retirement allowance is payable during the joint lifetime of the retiree
and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the
death of the retiree, his/her beneficiary will receive a retirement allowance for life equal to
the percentage specified by Option A or B of the reduced retirement income payable during
the joint lifetime of the retiree and his/her 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 his/her beneficiary together with the retirement allowance payable to one upon
the death of the other will be actuarially equivalent to the retirement allowance provided by
the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision
shall be without force or effect unless or until the retiree submits acceptable documentation
of the death of his/her beneficiary to the Secretary of the Retirement Commission.

7. **Non-Duty Death Retirement Allowance For Surviving Spouse:** Any vested bargaining unit
member who continues County employment and has not nominated a beneficiary as provided
in the Retirement Ordinance, and (1) dies while in County employment and (2) leaves a
SPOUSE, the SPOUSE shall immediately receive a retirement allowance computed in the
same manner in all respects as if the member had (1) retired the day preceding the date of his/her death, notwithstanding that he/she might not have attained age sixty (60) years, (2) elected Option A in the Retirement Ordinance, and (3) nominated his/her SPOUSE as beneficiary.

C. DROP: The Memorandum of Understanding regarding the Deferred Retirement Option Plan (DROP) is attached to and is incorporated by reference as part of this Agreement.

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

D. Eligible 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 who separates employment and meets the Employer contribution vesting requirements as outlined in Section 5.

2. Will not be eligible for or participate in the Macomb County Employees' Retirement System for any other benefit, including DROP, other than for the fixed payment as outlined in Section D.1.

3. Will participate in a Defined Contribution Retirement Plan. Employees shall contribute 3% of his/her base pay and the Employer shall contribute 6% of the employee's base pay.

4. Will not be eligible for Employer provided retiree medical, prescription drug, dental or vision coverage. The eligible employee, however, shall receive $100 per pay period deposited into the Defined Contribution Retirement Plan, not to exceed $2600 per year.

5. Employees shall be 100% vested in their contributions from date of hire. Employees shall be 100% vested in the Employer contributions after five (5) years of actual service with the Employer.

ARTICLE 26

LONGEVITY

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

A. The basis of longevity compensation is as follows:

1. Eligibility of a full-time employee shall commence when such employee shall have completed fifteen (15) years of continuous full-time employment on or before October 31st of any year.

2. Continuous employment shall not be considered interrupted when absences arise as paid vacations, paid Sick Leave, and paid Worker's Compensation period not to exceed one year.

3. The following schedule of payment shall be used as a basis for computation of longevity, paid to such employee as of October 31st, provided such employee is qualified as to length of service as per Section A, paragraph 1, as follows:
<table>
<thead>
<tr>
<th>Step</th>
<th>Continuous Years of Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>15 through 19</td>
<td>$600</td>
</tr>
<tr>
<td>2</td>
<td>20 through 24</td>
<td>$800</td>
</tr>
<tr>
<td>3</td>
<td>25 and thereafter</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

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

C. Payments to employees eligible as of October 31st of any year shall be included in the first regular payroll check of December. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.

D. Employees leaving the employ of the County by reason of retirement and receiving benefits under the Macomb County Employees' Retirement Ordinance, or by reason of death from any cause shall be entitled to and receive a longevity payment upon a pro-rated basis for that portion of the year employed.

E. DROP Participants: At the time an employee elects to participate in the DROP he/she shall receive, as part of their payoff, a prorated amount of longevity compensation. Payment for the balance of the DROP years' longevity payment and subsequent longevity payments shall be made in December of each year as described in Section C, above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section A.4, above).

F. Employees hired into the County after January 1, 2012 will not be eligible for Longevity.

ARTICLE 27

MANAGEMENT RIGHTS

A. The Employer retains and shall have the sole and exclusive right and authority to manage and operate its affairs, including all of its operations and activities; to decide the number of employees; to establish the overall operation, policies and procedures of the Employer; to assign employees to shifts in order to adequately staff shifts with experienced personnel; to schedule the shifts of all employees; to direct its working force of employees; to determine the type and scope of services to be furnished, and the type of facilities to be operated; to determine the methods, procedures and services to be provided; to comply with P.A. 390, as amended, known as the State's Emergency Management Act and the County's Emergency Management resolution as well as all related plans, policies and procedures covered by these statutes.

B. The Employer, in addition to the rights set forth in Paragraph A above, shall have the right to hire, promote, assign, transfer, discipline (up to and including discharge), layoff and recall; to establish work rules and to fix and determine penalties for the violation of such rules; to maintain discipline and efficiency among the employees, provided that such rights shall not be exercised by the Employer in violation of any of the express terms and provisions of this Agreement.

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

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

ARTICLE 28

EMERGENCY MANAGER

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

ARTICLE 29

DRUG TESTING

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

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

ARTICLE 30

JURY DUTY

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

ARTICLE 31

SPECIAL CONFERENCES

Special conferences mutually agreed upon for important matters will be arranged between the Union representative and the Employer or its designed representative upon the request of either party. Such meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Police Officers Labor Council.
ARTICLE 32
HAZARD PAY

A. A subsidy, as hereinafter set forth, will be paid to employees in the classifications of Captain and
   Chief of Staff, only. Such subsidy shall not be considered, nor construed, as salary or wages for
   personal services rendered by employees in the classifications of Captain and Chief of Staff.

B. Effective January 1, 2015, Employees in the classifications of Captain and Chief of Staff shall receive
   a single annual payment of $645 as Hazard Pay. Payment is to be made no later than the first Friday
   following the end of the first pay period in July.

Effective for the July 2017 (July 1, 2016 – June 30, 2017) payment, employees in the classifications
of Captain and Chief of Staff shall receive a single annual payment of $875 as Hazard Pay. Payment
is to be made no later than the first Friday following the end of the first pay period in July.

C. Employees in the classifications of Captain and Chief of Staff will receive a minimum of fifty (50)
rounds of practice ammunition each year. Distribution and control of the ammunition will be under
the jurisdiction of the Sheriff.

D. Effective January 1, 2015, Hazard Duty is earned by employees in the classifications of Captain and
   Chief of Staff after they have performed the personal services. The first and last Hazard Pays received
   by employees in the classifications of Captain and Chief of Staff shall be prorated at the rate of one
dollar and seventy six cents ($1.76) per day, where applicable.

Effective January 1, 2017, Hazard Duty is earned by employees in the classifications of Captain and
Chief of Staff after they have performed the personal services. The first and last Hazard Pays received
by employees in the classifications of Captain and Chief of Staff shall be prorated at the rate of two
dollars and thirty nine cents ($2.39) per day, where applicable.

ARTICLE 33
UNION BULLETIN BOARDS

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

ARTICLE 34
EDUCATION ALLOWANCE

A. Both Parties to this Agreement believe it is in the best interests of the Public and the Department to
   encourage and promote higher education in those instances where the courses taken are of benefit
to the law enforcement officer in the performance of his/her duties. To these ends, the Parties agree
that a representative of the Union and the County shall mutually establish before January 15, 1977,
a comprehensive list of law enforcement college level credits and/or degrees or certificates which
shall qualify for the education allowance herein.

B. Only those employees classified as Captains and Chief of Staff shall be eligible to qualify for these:
education benefits.

C. All eligible employees who desire to qualify for education benefits shall have semi-annual opportunities to do so on January 15, and July 1 by submitting authorized college transcripts to the Union President or his/her designated representative, at least ten (10) days prior to the aforesaid qualification dates, if possible.

D. Upon receipt of such evidence of qualification for education benefits, the appropriate County representative shall give notice to the Finance Director of an employee’s right to receive said benefits. Payment shall be made to all Captains qualifying for said benefits, effective from the January 15 or July 1 qualification dates.

E. The following amounts will be added into eligible employee’s base rate of pay upon qualification for the appropriate education allowance.

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<thead>
<tr>
<th>AMOUNT</th>
<th>LEVEL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$150.00</td>
<td>Certificate, or/30 semesters, or/45 quarter credits</td>
</tr>
<tr>
<td>$250.00</td>
<td>Associate Degree, or/60 semesters, or/90 quarter credits</td>
</tr>
<tr>
<td>$500.00</td>
<td>Bachelor’s Degree</td>
</tr>
<tr>
<td>$800.00</td>
<td>Master’s Degree</td>
</tr>
</tbody>
</table>

ARTICLE 35

AIR CONDITIONED VEHICLES

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

ARTICLE 36

UNIFORM ALLOWANCE

A. Bargaining unit members will receive a single annual uniform allowance payment of one thousand dollars ($1,000).

B. Payment is to be made no later than the first Friday following the end of the first pay period in July.

C. When an employee voluntarily or involuntarily discontinues employment, the employee shall be entitled to only a proportionate share of the annual uniform allowance equal to the ratio between the number of days employed and three hundred sixty-five (365); the Employer reserves the right to recover any excess uniform allowance payments made to an employee from said employee’s other benefits which are maintained by the County.

D. Employees will be permitted to purchase uniforms and equipment at the establishment of their choice, provided however, that the items purchased must strictly comply with the specifications set forth by
the Macomb County Sheriff's Department. The purchase and use of any item which deviates from the Department specifications shall be made at the employee's personal cost and risk of Department disciplinary action.

E. The present Uniform and Cleaning Allowance policy as it pertains to employees covered by this Agreement, will be continued for the duration of this Agreement as follows:

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

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

ARTICLE 37

SAVINGS CLAUSE

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

ARTICLE 38

STATUTORY RIGHTS AND RESPONSIBILITIES

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

ARTICLE 39

SALARY SCHEDULE

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

ARTICLE 40

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 41

TERMINATION OR MODIFICATION

This Agreement shall be and continue in full force and effect until December 31, 2019.

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

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

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

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

The foregoing Agreement shall not be construed or utilized in any manner that may impede or prevent the Sheriff of the County of Macomb from fulfilling or carrying out the Statutory or Constitutional duties of his or her office.
IN WITNESS WHEREOF, the Office of the County Executive, by its Director, Human Resources and Labor Relations, and the Macomb County Sheriff, and representatives of the Police Officers Labor Council, on behalf of its represented employees, hereby cause this Agreement to be executed.

FOR THE UNION:

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

David Daniels, Chairperson
Police Officers Labor Council (POLC)

FOR THE EMPLOYER:

Eric A. Herppich, Director
Human Resources and Labor Relations

Anthony M. Wickersham, Sheriff
Macomb County Sheriff's Department

DATED: 7-20-17
**SALARY SCHEDULE**

POLC - CAPTAINS/CHIEF OF STAFF

JANUARY 1, 2017 - DECEMBER 31, 2017

<table>
<thead>
<tr>
<th>Position</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief of Staff</td>
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<td>$106,557.20</td>
</tr>
<tr>
<td>Captain</td>
<td>$87,183.16</td>
<td>$96,870.18</td>
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Effective January 1, 2004, the parties agreed to increase the wage differential for the classification of Captain over the Lieutenant classification from 16% to 16.56%.

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

A lump sum payment of $2,100.00 for Full-Time employees was paid the 2nd pay in December 2016 for the 2017 calendar year.
**SALARY SCHEDULE**

**POLC - CAPTAINS/CHIEF OF STAFF**

**JANUARY 1, 2018 - DECEMBER 31, 2018**

<table>
<thead>
<tr>
<th></th>
<th><strong>MINIMUM</strong></th>
<th><strong>MAXIMUM</strong></th>
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</thead>
<tbody>
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<td>$108,688.34</td>
</tr>
<tr>
<td>Captain</td>
<td>$88,926.82</td>
<td>$98,807.58</td>
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</table>

Effective January 1, 2004, the parties agreed to increase the wage differential for the classification of Captain over the Lieutenant classification from 15% to 16.56%.

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

A lump sum payment of $1,000.00 for Full-Time employees will be paid the 2nd pay in December 2017 for the 2018 calendar year.
### SALARY SCHEDULE

**POLC - CAPTAINS/CHIEF OF STAFF**

**JANUARY 1, 2019 - DECEMBER 31, 2019**

<table>
<thead>
<tr>
<th></th>
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<th>MAXIMUM</th>
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</thead>
<tbody>
<tr>
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<td>$109,775.22</td>
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<tr>
<td>Captain</td>
<td>$89,816.09</td>
<td>$99,795.66</td>
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</table>

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

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

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

**Coverage Period:** Beginning on or after 01/01/2016  
**Coverage for:** Individual/Family  
**Plan Type:** PPO

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

---

**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.bcbsm.com](http://www.bcbsm.com) or by calling the number on the back of your BCBSM ID card.

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this Matters:</th>
</tr>
</thead>
</table>
| **What is the overall deductible?** | In-Network: $1,500 Individual/ $3,000 Family  
Out-of-Network: $3,000 Individual/ $6,000 Family | You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the deductible. |
| **Are there other deductibles for specific services?** | No. | You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers. |
| **Is there an out-of-pocket limit on my expenses?** (May include a co-insurance maximum) | In-Network: $6,350 Individual/ $12,700 Family  
Out-of-Network: $12,700 Individual/ $25,400 Family | The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. |
| **What is not included in the out-of-pocket limit?** Premiums, balance-billed charges, any pharmacy penalty and health care this plan doesn't cover. | Even though you pay these expenses, they don't count toward the out-of-pocket limit. |
| **Is there an overall annual limit on what the plan pays?** | No. | The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits. |
| **Does this plan use a network of providers?** Yes. For a list of in-network providers, see [www.bcbsm.com](http://www.bcbsm.com) or call the number on the back of your BCBSM ID card. | If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers. |
| **Do I need a referral to see a specialist?** No. | You can see the specialist you choose without permission from this plan. |
| **Are there services this plan doesn't cover?** Yes. | Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services. |

---

**Group Number 007000448-0033**  
**Questions:** Call the number on the back of your BCBSM ID card or visit us at [www.bcbsm.com](http://www.bcbsm.com). If you aren’t clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call the number on the back of your BCBSM ID card to request a copy.
- **Co-payments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the *allowed amount* for the service. For example, if the plan's *allowed amount* for an overnight hospital stay is $1,000, your *co-insurance* payment of 20% would be $200. This may change if you haven't met your *deductible*.
- The amount the plan pays for covered services is based on the *allowed amount*. If an out-of-network provider charges more than the *allowed amount*, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the *allowed amount* is $1,000, you may have to pay the $500 difference. (This is called *balance billing*.)
- This plan may encourage you to use in-network providers by charging you lower *deductibles*, *co-payments*, and *co-insurance* amounts.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use a</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>If you visit a health care provider's office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>$40 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$40 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Other practitioner office visit</td>
<td>$40 co-pay for chiropractic and osteopathic manipulative therapy</td>
<td>40% co-insurance after deductible for chiropractic and osteopathic manipulative therapy</td>
</tr>
<tr>
<td></td>
<td>Preventive care/ screening/immunization</td>
<td>No Charge</td>
<td>Not Covered</td>
</tr>
<tr>
<td>If you have a test</td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Generic or select prescribed over-the-counter drugs</td>
<td>$7 co-pay for retail 30-day supply; $14 co-pay for retail or mail order 90-day supply</td>
<td>In-Network co-pay plus an additional 25% of the approved amount</td>
</tr>
<tr>
<td></td>
<td>Preferred brand-name drugs</td>
<td>$35 co-pay for retail 30-day supply; $70 co-pay for retail or mail order 90-day supply</td>
<td>In-Network co-pay plus an additional 25% of the approved amount</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your cost if you use a</td>
<td>Limitations &amp; Exceptions</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>If you have outpatient surgery</td>
<td>Non preferred brands name drugs</td>
<td>$70 co-pay for retail 30-day supply; $140 co-pay for retail or mail order 90-day supply.</td>
<td>In-Network co-pay plus an additional 25% of the approved amount</td>
</tr>
<tr>
<td></td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room services</td>
<td>$250 co-pay</td>
<td>$250 co-pay</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Urgent care</td>
<td>$40 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fee</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Mental/Behavioral health outpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Mental/Behavioral health inpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder outpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder inpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Prenatal and postnatal care</td>
<td>No Charge</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Delivery and all inpatient services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your cost if you use a In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>---------------------</td>
<td>-----------------------</td>
<td>------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Home health care</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>20% co-insurance after deductible</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td></td>
<td>Skilled nursing care</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Durable medical equipment</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td>Hospice service</td>
<td>No Charge</td>
<td>No Charge</td>
</tr>
<tr>
<td></td>
<td>Eye exam</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td></td>
<td>Glasses</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td></td>
<td>Dental check-up</td>
<td>Not Covered</td>
<td>Not Covered</td>
</tr>
<tr>
<td>If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Excluded Services & Other Covered Services:

<table>
<thead>
<tr>
<th>Services Your Plan Does NOT Cover (This isn’t a complete list. Check your policy or plan document for other excluded services.)</th>
<th>Other Covered Services (This isn’t a complete list. Check your policy or plan document for other covered services and your costs for these services.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Acupuncture</td>
<td>• Coverage provided outside the United States. See <a href="http://provider.bcbs.com">http://provider.bcbs.com</a></td>
</tr>
<tr>
<td>• Cosmetic surgery</td>
<td>• 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</td>
</tr>
<tr>
<td>• Dental care (Adult)</td>
<td>• Non-Emergency care when traveling outside the U.S.</td>
</tr>
<tr>
<td></td>
<td>• Private Duty Nursing</td>
</tr>
<tr>
<td>• Hearing aids</td>
<td></td>
</tr>
</tbody>
</table>
Your Rights to Continue Coverage:
If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at the number on the back of your BCBSM ID card. 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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:
If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card. Or, you can contact Michigan Office of Financial and Insurance Regulation at www.michigan.gov/oif or 1-877-999-6442. For group health coverage subject to ERISA, you may also contact Employee Benefits Security Administration at 1-866-444-EBSA (3272).

Does this Coverage Provide Minimum Essential Coverage?
The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?
The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides. (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
For assistance in a language below please call the number on the back of your BCBSM ID card.
SPANISH (Español): Para ayuda en español, llame al número de servicio al cliente que se encuentra en este aviso ó en el reverso de su tarjeta de identificación.
TAGALOG (Tagalog): Para sa tulong sa wikang Tagalog, mangyaring tumawag sa numero ng serbisyo sa maminili na nakalagay sa likod ng iyong pagkakakilanlan kard o sa paunawang ito.
CHINESE (中文): 要获得中文帮助，请致电您的身份识别卡背面或本通知提供的客户服务号码。
NAVAJO (Dine): Taa'dineji'keego shii'kaa'ahdool'wool ninizin'goo, beesh behanc'e naal'tsoos biki sin'dahii gi binii'deehgo ee'doodago d'naaltsoo bikailii bichi'hoodillini.

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

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

This is not a cost estimator.

Don’t use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

---

### Having a baby (normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays:** $5,150
- **Patient pays:** $2,390

#### Sample care costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital charges (mother)</td>
<td>$2,700</td>
</tr>
<tr>
<td>Routine obstetric care</td>
<td>$2,100</td>
</tr>
<tr>
<td>Hospital charges (baby)</td>
<td>$900</td>
</tr>
<tr>
<td>Anesthesia</td>
<td>$900</td>
</tr>
<tr>
<td>Laboratory tests</td>
<td>$500</td>
</tr>
<tr>
<td>Prescriptions</td>
<td>$200</td>
</tr>
<tr>
<td>Radiology</td>
<td>$200</td>
</tr>
<tr>
<td>Vaccines, other preventive</td>
<td>$40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$7,540</td>
</tr>
</tbody>
</table>

#### Patient pays:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$1,500</td>
</tr>
<tr>
<td>Co-pays</td>
<td>$10</td>
</tr>
<tr>
<td>Co-insurance</td>
<td>$730</td>
</tr>
<tr>
<td>Limits or exclusions</td>
<td>$150</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,390</td>
</tr>
</tbody>
</table>

---

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays:** $3,260
- **Patient pays:** $2,140

#### Sample care costs:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescriptions</td>
<td>$2,900</td>
</tr>
<tr>
<td>Medical Equipment and Supplies</td>
<td>$1,300</td>
</tr>
<tr>
<td>Office Visits and Procedures</td>
<td>$700</td>
</tr>
<tr>
<td>Education</td>
<td>$300</td>
</tr>
<tr>
<td>Laboratory tests</td>
<td>$100</td>
</tr>
<tr>
<td>Vaccines, other preventive</td>
<td>$100</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$5,400</td>
</tr>
</tbody>
</table>

#### Patient pays:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$1,500</td>
</tr>
<tr>
<td>Co-pays</td>
<td>$440</td>
</tr>
<tr>
<td>Co-insurance</td>
<td>$120</td>
</tr>
<tr>
<td>Limits or exclusions</td>
<td>$80</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$2,140</td>
</tr>
</tbody>
</table>

---

Please note: Coverage examples are calculated based on individual coverage and calculations may not include a coinsurance maximum.
Questions and answers about the Coverage Examples:

**What are some of the assumptions behind the Coverage Examples?**
- Costs don't include **premiums**.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

**What does a Coverage Example show?**
For each treatment situation, the Coverage Example helps you see how **deductibles**, **co-payments**, and **co-insurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

**Does the Coverage Example predict my own care needs?**

**No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

**Does the Coverage Example predict my future expenses?**

**No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

**Can I use Coverage Examples to compare plans?**

**Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

**Are there other costs I should consider when comparing plans?**

**Yes.** An important cost is the **premium** you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as **co-payments**, **deductibles**, and **co-insurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call the number on the back of your BCBSM ID card or visit us at [www.bcbsm.com](http://www.bcbsm.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call the number on the back of your BCBSM ID card to request a copy.
This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.BCBSM.com](http://www.BCBSM.com) or by calling (800) 662-6667.

### Important Questions

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers: Member / Family</th>
<th>Why this Matters:</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the overall deductible?</td>
<td>$0</td>
<td>See the chart starting on page 2 for your costs for services this plan covers.</td>
</tr>
<tr>
<td>Are there other deductibles for specific services?</td>
<td>No</td>
<td>You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.</td>
</tr>
<tr>
<td>Is there an out-of-pocket limit on my expenses?</td>
<td>Yes. $6350/$12700</td>
<td>The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.</td>
</tr>
<tr>
<td>What is not included in the out-of-pocket limit?</td>
<td>Premiums, balanced billed charges and health care this plan doesn't cover</td>
<td>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</td>
</tr>
<tr>
<td>Is there an overall annual limit on what the plan pays?</td>
<td>No.</td>
<td>The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.</td>
</tr>
<tr>
<td>Does this plan use a network of providers?</td>
<td>Yes. For a list of BCN providers, see <a href="http://www.BCBSM.com">www.BCBSM.com</a> or call (800) 662-6667</td>
<td>If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.</td>
</tr>
<tr>
<td>Do I need a referral to see a specialist?</td>
<td>Yes, in-network only. Paper or electronic.</td>
<td>This plan will pay some or all of the costs to see a specialist for covered services but only if you have the plan's permission before you see the specialist.</td>
</tr>
<tr>
<td>Are there services this plan doesn't cover?</td>
<td>Yes</td>
<td>Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about excluded services.</td>
</tr>
</tbody>
</table>

Questions: Call (800) 662-6667 or visit us at [www.BCBSM.com](http://www.BCBSM.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call (800) 662-6667 to request a copy.
- **Co-payments** are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.
- **Co-insurance** is your share of the costs of a covered service, calculated as a percent of the *allowed amount* for the service. For example, if the plan's *allowed amount* for an overnight hospital stay is $1,000, your co-insurance payment of 20% would be $200. This may change if you haven't met your deductible.
- The amount the plan pays for covered services is based on the *allowed amount*. If an out-of-network provider charges more than the *allowed amount*, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the *allowed amount* is $1,000, you may have to pay the $500 difference. (This is called balance billing.)
- This plan may encourage you to use In Network providers by charging you lower deductibles, co-payments and co-insurance amounts.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use Providers:</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>In Network</strong></td>
<td><strong>Out of Network</strong></td>
<td></td>
</tr>
<tr>
<td>If you visit a health care provider's office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>$20 co-pay/visit</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$30 co-pay/visit</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Other practitioner office visit</td>
<td>$30 co-pay/visit</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Preventive care/screening/immunization</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>If you have a test</td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Tier 1 - Formulary Preferred (Mostly Generic)</td>
<td>$10/30 days</td>
<td>Not covered</td>
</tr>
<tr>
<td>More information about prescription drug coverage is available at <a href="http://www.bcbsm.com/customerdirectory">www.bcbsm.com/customerdirectory</a></td>
<td>Tier 2 - Formulary Brand</td>
<td>$25/30 days</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Tier 3 - Non-Formulary</td>
<td>$50/30 days</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Specialty drugs</td>
<td>Tiered co-pays listed above apply</td>
<td>Not covered</td>
</tr>
<tr>
<td>If you have outpatient surgery</td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>In Network</td>
<td>Out of Network</td>
</tr>
<tr>
<td>--------------------------------------------------------</td>
<td>---------------------------------------</td>
<td>------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room services</td>
<td>$100 co-pay/visit</td>
<td>$100 co-pay/visit</td>
</tr>
<tr>
<td></td>
<td>Emergency medical transportation</td>
<td>No charge</td>
<td>No charge</td>
</tr>
<tr>
<td></td>
<td>Urgent care</td>
<td>$30 co-pay/visit</td>
<td>$30 co-pay/visit</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fee</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Mental/Behavioral health outpatient services</td>
<td>No Charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Mental/Behavioral health inpatient services</td>
<td>No Charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder outpatient services</td>
<td>No Charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Substance use disorder inpatient services</td>
<td>No Charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Prenatal and postnatal care</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Delivery and all inpatient services</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
</tbody>
</table>

3 of 8
<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use Providers:</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>In Network</td>
<td>Out of Network</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>$30 co-pay/visit</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>$30 co-pay/visit</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>ABA - $20 co-pay per visit /$30 co-pay per visit for PT/OT/ST</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Skilled nursing care</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Durable medical equipment</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Hospice service</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>If your child needs dental or eye care</td>
<td>Eye exam</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Glasses</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
<tr>
<td></td>
<td>Dental check-up</td>
<td>Not covered</td>
<td>Not covered</td>
</tr>
</tbody>
</table>
Excluded Services & Other Covered Services:

<table>
<thead>
<tr>
<th>Services Your Plan Does NOT Cover</th>
<th>Other Covered Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acupuncture</td>
<td>Long-term care</td>
</tr>
<tr>
<td>Cosmetice surgery</td>
<td>Non-emergency care when traveling outside the U.S.</td>
</tr>
<tr>
<td>Dental Care (Adult)</td>
<td>Private-duty nursing</td>
</tr>
<tr>
<td>Elective Abortion</td>
<td>Routine eye care (Adult)</td>
</tr>
<tr>
<td></td>
<td>Routine foot care</td>
</tr>
<tr>
<td></td>
<td>Weight loss programs</td>
</tr>
<tr>
<td>Bariatric surgery</td>
<td>Hearing aids</td>
</tr>
<tr>
<td>Chiropractic care</td>
<td>Infertility treatment</td>
</tr>
</tbody>
</table>
Your Rights to Continue Coverage:
If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at (800) 662-6667. 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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov.

Your Grievance and Appeals Rights:
If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: Blue Care Network, Appeals and Grievance Unit, MC C248, P.O. Box 284, Southfield, MI 48034 or fax 1-888-458-0716.

For state of Michigan assistance 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, michigan.gov/difs; call 1-877-999-6442 or fax: 517-241-4168.

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, michigan.gov/difs; Ofir-hicap@michigan.gov.

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

Does this Coverage Provide Minimum Essential Coverage?
The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?
The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides. (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.)

----------- To see examples of how this plan might cover costs for a sample medical situation, see the next page. -----------
Coverage Examples
About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.

⚠️ This is not a cost estimator.

Don’t use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

---

### Having a baby
(normal delivery)

- **Amount owed to providers:** $7,540
- **Plan pays:** $7,370
- **Patient pays:** $170

**Sample care costs:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hospital charges (mother)</td>
<td>$2,700</td>
</tr>
<tr>
<td>Routine obstetric care</td>
<td>$2,100</td>
</tr>
<tr>
<td>Hospital charges (baby)</td>
<td>$900</td>
</tr>
<tr>
<td>Anesthesia</td>
<td>$900</td>
</tr>
<tr>
<td>Laboratory tests</td>
<td>$500</td>
</tr>
<tr>
<td>Prescriptions</td>
<td>$200</td>
</tr>
<tr>
<td>Radiology</td>
<td>$200</td>
</tr>
<tr>
<td>Vaccines, other preventive</td>
<td>$40</td>
</tr>
</tbody>
</table>

**Total**

$7,540

**Patient pays:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
</tr>
<tr>
<td>Co-pays</td>
<td>$20</td>
</tr>
<tr>
<td>Co-insurance</td>
<td>$0</td>
</tr>
<tr>
<td>Limits or exclusions</td>
<td>$150</td>
</tr>
</tbody>
</table>

**Total**

$170

---

### Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

- **Amount owed to providers:** $5,400
- **Plan pays:** $4,720
- **Patient pays:** $680

**Sample care costs:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescriptions</td>
<td>$2,900</td>
</tr>
<tr>
<td>Medical Equipment and Supplies</td>
<td>$1,300</td>
</tr>
<tr>
<td>Office Visits and Procedures</td>
<td>$700</td>
</tr>
<tr>
<td>Education</td>
<td>$300</td>
</tr>
<tr>
<td>Laboratory tests</td>
<td>$100</td>
</tr>
<tr>
<td>Vaccines, other preventive</td>
<td>$100</td>
</tr>
</tbody>
</table>

**Total**

$5,400

**Patient pays:**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deductibles</td>
<td>$0</td>
</tr>
<tr>
<td>Co-pays</td>
<td>$600</td>
</tr>
<tr>
<td>Co-insurance</td>
<td>$0</td>
</tr>
<tr>
<td>Limits or exclusions</td>
<td>$80</td>
</tr>
</tbody>
</table>

**Total**

$680

---

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

What are some of the assumptions behind the Coverage Examples?
- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.
- Coverage examples are calculated based on individual coverage.
- The Coverage examples assume you have a combined medical and pharmacy out-of-pocket maximum.
- The coverage calculator examples do not include the co-insurance maximum if applicable to your coverage.

What does a Coverage Example show?
For each treatment situation, the Coverage Example helps you see how deductibles, co-payments, and co-insurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- No. Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

Can I use Coverage Examples to compare plans?
- Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?
- Yes. An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as co-payments, deductibles, and co-insurance. You should also consider contributions to accounts such as health savings accounts (HSAs),flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.
## Health Alliance Plan

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

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why this Matters</th>
</tr>
</thead>
<tbody>
<tr>
<td>What is the overall deductible?</td>
<td>$0</td>
<td>See the chart starting on page 2 for your costs for services this plan covers.</td>
</tr>
<tr>
<td>Are there other deductibles for specific services?</td>
<td>No</td>
<td>You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services your plan covers.</td>
</tr>
<tr>
<td>Is there an out-of-pocket limit on my expenses?</td>
<td>Yes. $6,600 person / $13,200 family</td>
<td>The out-of-pocket limit is the most you could pay during a coverage period (usually one year) for your share of the costs of covered services. This limit helps you plan for health care expenses.</td>
</tr>
<tr>
<td>What is not included in the out-of-pocket limit?</td>
<td>Premiums, Balance Billed Charges, and Health Care this plan does not cover.</td>
<td>Even though you pay these expenses, they don't count toward the out-of-pocket limit.</td>
</tr>
<tr>
<td>Does this plan use a network of providers?</td>
<td>Yes. See <a href="http://www.hap.org">www.hap.org</a> or call 1-800-422-4641 for a list of preferred providers.</td>
<td>If you use an in-network doctor or other health care provider, this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network provider for some services. Plans use the term in-network, preferred, or participating for providers in their network. See the chart starting on page 2 for how this plan pays different kinds of providers.</td>
</tr>
<tr>
<td>Do I need a referral to see a specialist?</td>
<td>Yes</td>
<td>Written referrals are not required for specialist visits within the members assigned network for selected services. Referrals or oral approvals are required in other instances. Further information on the referral process can be found at <a href="http://www.hap.org">www.hap.org</a>.</td>
</tr>
</tbody>
</table>

---

Questions: Call 1-800-422-4641 or visit us at www.hap.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf](http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf) or call 1-800-422-4641 to request a copy.  

**Coverage Period:** 01/01/2017 - 12/31/2017

**Coverage for:** Individual+Family | Plan Type: HVP
Copayments are fixed dollar amounts (for example, $15) you pay for covered health care, usually when you receive the service.

Coinsurance is your share of the costs of a covered service, calculated as a percent of the allowed amount for the service. For example, if the plan’s allowed amount for an overnight hospital stay is $1,000, your coinsurance payment of 20% would be $200. This may change if you have a deductible.

The amount the plan pays for covered services is based on the allowed amount. If an out-of-network provider charges more than the allowed amount, you may have to pay the difference. For example, if an out-of-network hospital charges $1,500 for an overnight stay and the allowed amount is $1,000, you may have to pay the $500 difference. (This is called balance billing.)

This plan may encourage you to use participating providers by charging you lower deductibles, copayments and coinsurance amounts.

<table>
<thead>
<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use an In-Network Provider</th>
<th>Your cost if you use an Out-of-Network Provider</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you visit a health care provider's office or clinic</td>
<td>Primary care visit to treat an injury or illness</td>
<td>$25 copay per visit</td>
<td>Not Covered</td>
<td>Visits are face-to-face, telephonic, or through secure electronic portal</td>
</tr>
<tr>
<td></td>
<td>Specialist visit</td>
<td>$40 copay per visit</td>
<td>Not Covered</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Other practitioner office visit</td>
<td>$25 PCP Other Practitioner copay per visit / $40 Specialist Other Practitioner copay per visit</td>
<td>Not Covered</td>
<td>Chiropractic Care and Acupuncture Not Covered</td>
</tr>
<tr>
<td></td>
<td>Preventive care/screening/immunization</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Coverage information available at <a href="http://www.hap.org">www.hap.org</a></td>
</tr>
<tr>
<td>If you have a test</td>
<td>Diagnostic test (x-ray, blood work)</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Some services require prior authorization.</td>
</tr>
<tr>
<td></td>
<td>Imaging (CT/RET scans, MRIs)</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Some services require prior authorization.</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Generic Drugs</td>
<td>$20 copay/prescription (retail)</td>
<td>Not Covered</td>
<td>Applies to all categories below. 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.</td>
</tr>
<tr>
<td></td>
<td>Preferred brand drugs</td>
<td>$40 copay/prescription (retail)</td>
<td>Not Covered</td>
<td>Specialty drugs not available at 90 day or mail order.</td>
</tr>
<tr>
<td></td>
<td>Non-preferred brand drugs</td>
<td>$60 copay/prescription (retail)</td>
<td>Not Covered</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specialty drugs</td>
<td>$60 copay/prescription (retail)</td>
<td>Not Covered</td>
<td></td>
</tr>
</tbody>
</table>

Questions: Call 1-800-422-4641 or visit us at www.hap.org.

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<tr>
<th>Common Medical Event</th>
<th>Services You May Need</th>
<th>Your cost if you use an In-Network Provider</th>
<th>Your cost if you use an Out-of-Network Provider</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you have outpatient surgery</td>
<td>Facility fee (e.g., ambulatory surgery center)</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Some services require prior authorization.</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Physician/surgeon fees</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>None</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency room services</td>
<td>$200 copay per visit</td>
<td>$200 copay per visit</td>
<td>Copay will be waived if admitted</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Emergency medical transportation</td>
<td>No Charge</td>
<td>No Charge</td>
<td>Emergency Transport Only</td>
</tr>
<tr>
<td>If you need immediate medical attention</td>
<td>Urgent care</td>
<td>$50 copay per visit</td>
<td>$50 copay per visit</td>
<td>None</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Facility fee (e.g., hospital room)</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Some services require prior authorization.</td>
</tr>
<tr>
<td>If you have a hospital stay</td>
<td>Physician/surgeon fee</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>None</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Mental/Behavioral health outpatient services</td>
<td>$25 copay per visit</td>
<td>Not Covered</td>
<td>Services can be accessed by calling 1-800-444-5755</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Mental/Behavioral health inpatient services</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Services require prior authorization. Services can be accessed by calling 1-800-444-5755</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Substance use disorder outpatient services</td>
<td>$25 copay per visit</td>
<td>Not Covered</td>
<td>Some services require prior authorization. Services can be accessed by calling 1-800-444-5755</td>
</tr>
<tr>
<td>If you have mental health, behavioral health, or substance abuse needs</td>
<td>Substance use disorder inpatient services</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Services require prior authorization. Services can be accessed by calling 1-800-444-5755</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Prenatal and postnatal care</td>
<td>$40 copay per visit</td>
<td>Not Covered</td>
<td>No Charge for Prenatal care</td>
</tr>
<tr>
<td>If you are pregnant</td>
<td>Delivery and all inpatient services</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Some services require prior authorization.</td>
</tr>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your cost if you use an In-Network Provider</td>
<td>Your cost if you use an Out-of-Network Provider</td>
<td>Limitations &amp; Exceptions</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------</td>
<td>--------------------------------------------</td>
<td>-----------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>If you need help recovering or have other special health needs</td>
<td>Home health care</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Rehabilitation services</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Up to 60 combined visits per benefit period - May be rendered at home</td>
</tr>
<tr>
<td></td>
<td>Habilitation services</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>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 prior authorization. See outpatients Mental Health for ABA cost share amount.</td>
</tr>
<tr>
<td></td>
<td>Skilled nursing care</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Covered for authorized services - Up to 730 days, renewable after 60 days</td>
</tr>
<tr>
<td></td>
<td>Durable medical equipment</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Coverage provided for approved equipment based on HAP's guidelines. Some coverage require prior authorization.</td>
</tr>
<tr>
<td></td>
<td>Hospice service</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Up to 210 days per lifetime</td>
</tr>
<tr>
<td>If your child needs dental or eye care</td>
<td>Eye exam</td>
<td>$40 copay per visit</td>
<td>Not Covered</td>
<td>No charge for preventive eye exam</td>
</tr>
<tr>
<td></td>
<td>Glasses</td>
<td>Covered</td>
<td>Not Covered</td>
<td>Coverage for one pair of eye glasses each year. Detailed information regarding coverage of lenses and collection frames can be found in your policy or plan documents.</td>
</tr>
</tbody>
</table>

Excluded Services & Other Covered Services:

**Services Your Plan Does NOT Cover** (This isn’t a complete list. Check your policy or plan document for other excluded services.)

- Acupuncture
- Dental Care (Adult)
- Private-Duty Nursing

Questions: Call 1-800-422-4641 or visit us at www.hap.org.

If you aren’t clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at http://www.dol.gov/whd/pdf/SBUniformGlossary.pdf or call 1-800-422-4641 to request a copy.
### Excluded Services & Other Covered Services:

**Services Your Plan DOES NOT Cover** *(This isn't a complete list. Check your policy or plan document for other excluded services.)*

<table>
<thead>
<tr>
<th>Services</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Chiropractic Care</td>
<td>Long-Term Care</td>
<td>Routine Foot Care</td>
</tr>
<tr>
<td>Cosmetically Surgery</td>
<td>Non-Emergency Care</td>
<td>(Only if meets plan</td>
</tr>
<tr>
<td></td>
<td>When Traveling</td>
<td>guidelines)</td>
</tr>
<tr>
<td></td>
<td>Outside the U.S.</td>
<td></td>
</tr>
</tbody>
</table>

**Other Covered Services** *(This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)*

<table>
<thead>
<tr>
<th>Services</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Bariatric Surgery (Only if meets plan</td>
<td>Infertility Treatment</td>
<td>Weight Loss Programs</td>
</tr>
<tr>
<td>guidelines)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hearing Aids</td>
<td>Routine Eye Care</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(Adult)</td>
<td></td>
</tr>
</tbody>
</table>

Questions: Call 1-800-422-4641 or visit us at www.hap.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-422-4641 to request a copy.
Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, 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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cclio.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact HAP at 1-800-422-4641 or visit us at www.hap.org.

For more information regarding grievance and appeals, 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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cclio.cms.gov. 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 Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage". This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

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

Questions: Call 1-800-422-4641 or visit us at www.hap.org.
If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-422-4641 to request a copy.
About these Coverage Examples:
These examples show how this plan might
cover medical care in given situations. Use
these examples to see, in general, how much
financial protection a sample patient might get
if they are covered under different plans.

This is not a
cost estimator.

Don't use these examples to
estimate your actual costs. Under
this plan, the actual care you
receive will be different from these
examples, and the cost of that care
will also be different.

See the next page for important
information about these examples.

Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.

What does a Coverage Example show?

For each treatment situation, the Coverage Example shows how deductibles, co-payments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Can I use Coverage Examples to compare plans?

Yes. When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Questions: Call 1-800-422-4641 or visit us at www.hap.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at http://www.dot.gov/abse/pdf/SBCUniformGlossary.pdf or call 1-800-422-4641 to request a copy.
Health Alliance Plan

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

Questions and answers about the Coverage Examples:

- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

Does the Coverage Example predict my own care needs?

× No, Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Yes, An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Does the Coverage Example predict my future expenses?

× No, Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Questions: Call 1-800-422-4641 or visit us at www.hap.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-422-4641 to request a copy.
Appendix B

Active Employees Dental Benefits
Delta Dental PPO (Point-of-Service)
Summary of Dental Plan Benefits
For Group# 7346-0001, 0003, 0009, 0052, 0100, 0102, 1002
Macomb County

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental’s allowance for each service and it may vary due to the dentist’s network participation.*

Control Plan – Delta Dental of Michigan

Benefit Year – January 1 through December 31

Covered Services –

<table>
<thead>
<tr>
<th>Services</th>
<th>Delta Dental PPO Dentist Plan Pays</th>
<th>Delta Dental Premier Dentist Plan Pays</th>
<th>Nonparticipating Dentist Plan Pays*</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Diagnostic &amp; Preventive Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Diagnostic and Preventive Services – exams, cleanings, fluoride, and space maintainers</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Emergency Palliative Treatment – to temporarily relieve pain</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Radiographs – X-rays</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td><strong>Basic Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minor Restorative Services – fillings and crown repair</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Endodontic Services – root canals</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Periodontic Services – to treat gum disease</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Oral Surgery Services – extractions and dental surgery</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Major Restorative Services – crowns</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Other Basic Services – misc. services</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td>Reline and Repairs – to bridges, implants, and dentures</td>
<td>80%</td>
<td>75%</td>
<td>75%</td>
</tr>
<tr>
<td><strong>Major Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prosthodontic Services – bridges, implants, and dentures</td>
<td>50%</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

* 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 your dentist charges and you are responsible for that difference.

➤ Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
➤ Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
➤ People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
➤ Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
➤ Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
➤ Composite resin (white) restorations are optional treatment on posterior teeth.
➤ Porcelain and resin facings on crowns are optional treatment on posterior teeth.
➤ Implants and implant related services are payable once per tooth in any five-year period.
Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

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

**Deductible** – None.

**Waiting Period** – Employees who are eligible for dental benefits are covered on the first day of the month following 30 days of continuous employment.

**Eligible People** – All designated employees of Macomb County as determined by Macomb County. The Contractor pays the full cost of this plan.

Also eligible at your option are your legal spouse, your dependent children to the end of the calendar year in which they turn 19, and your dependant unmarried children to the end of the month in which they turn 25 if eligible to be claimed by you as a dependent under the U.S. Internal Revenue Code during the current calendar year.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application and as a dependent on your spouse’s application. Your dependant children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease as determined by Macomb County.

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Customer Service Toll-Free Number: 800-524-0149 (TTY users call 711)
www.DeltaDentalMI.com
January 1, 2017
This plan complies with applicable federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability or sex. This plan does not exclude people or treat them differently because of race, color, national origin, age, disability or sex.

This plan provides free aids and services to people with disabilities to communicate effectively with us, such as:

- Qualified sign language interpreters
- Written information in other formats (large print, audio, accessible electronic formats)

This plan provides free language services to people whose primary language is not English, such as:

- Qualified interpreters
- Information written in other languages

If you need these services, call 1-800-524-0149 (TTY users call 711).

If you believe that this plan has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability or sex, you can file a grievance with the civil rights coordinator at PO Box 9089, Farmington Hills, MI 48333-9089; by phone at 1-800-524-0149 (TTY users call 711) or fax to 517-705-3513. You can file a grievance by mail, fax or phone. If you need help filing a grievance, the civil rights coordinator is available to help you. You can also file a civil rights complaint with the U.S. Department of Health and 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 or phone at: U.S. Department of Health and Human Services, 200 Independence Avenue SW., Room S09F, HHH Building, Washington, DC 20201; 1-800-368-1019, 1-800-537-7697 (TDD). Complaint forms are available at http://www.hhs.gov/ocr/office/fi le/index.html.

KUJDES: Nëse flltni shqip, për ju ka në dispozicion shërbumë të asistencës gjëhësore, pa pagesë. Telefononi në 1-800-524-0149 (TTY: 711).

انتكاد: إذا كنت تتحدث اللغة العربية، فتوفر خدمات المساعدة اللغوية مجانية بالنسبة لك. قد تحتاج إلى الهاتف رقم 1-800-524-0149.

সাধারণ বিবেচনায়: অপরের বর্তমানের কোন ক্ষেত্রে, ভাষার ভাষাগত কোন উপাত্ত প্রদানহীন না করো, না করো। নামকর সন্তান নিবন্ধনী পাঠাতে যাওয়া যাবে। কেন করুন
1-800-524-0149 (TTY: 711)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電1-800-524-0149 (TTY: 711)。

XUYEEFFANNA: Afan dubbattu Oroomiffa, tajajila gargaarsa afaaniil, kanfaltiidhaan ala, ni argama. Bilbila 1-800-524-0149 (TTY: 711).

AANDACHT: Als u nederlands spreekt, kunt u gratis gebruikmaken van de taalkundige diensten. Bel 1-800-524-0149 (TTY: 711).
ATTENTION: Si vous parlez français, des services d’aide linguistique vous sont proposés gratuitement. Appelez le 1-800-524-0149 (ATS: 711).


ध्यान दें: यदि आप हिन्दी बोलते हैं, तो भाषा सहायता सेवाएँ, आप के लिए निःशुल्क उपलब्ध हैं। कॉल करें 1-800-524-0149 (TTY: 711).

ATTENZIONE: In caso la lingua parlata sia l’italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1-800-524-0149 (TTY: 711).

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。1-800-524-0149 (TTY: 711) まで、お電話にてご連絡ください。

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1-800-524-0149 (TTY: 711) 번으로 전화해 주십시오.

விசேஷ விளக்கம்: தமிழ் மொழியில் சேர்த்தியேற்ற வல்லை செலுத்தலே வேண்டும், உந்த மாறுகளில் மேற்கு வருவது சுருக்கப்பட்டு வளம் வந்து வளம் வளம் 1-800-524-0149 (TTY: 711).

Wann du [Deutsch (Pennsylvania German / Dutch)] schwetzcht, kannsch du mitaus Koschte ebber gricke, ass dihr helft mit die englisch Schprooch. Ruf seil mit Number uff: Call 1-800-524-0149 (TTY: 711).

UWAGA: Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1-800-524-0149 (TTY: 711).

ATENŢIE: Dacă vorbiți limba română, vă stau la dispoziție servicii de asistență lingvistică, gratuit. Sunați la 1-800-524-0149 (TTY: 711).

ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1-800-524-0149 (телефон: 711).


ATENCIÓN: si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-800-524-0149 (TTY: 711).

ЯРЗИ АСТУМБА: Узиза нь амбага анги касаангтэй саранын өөрлөгтөө, түүнийгээ Германийн ардчилсан амбага нь зорголдогч билэв. 1-800-524-0149 (електронд тусал: 711).

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa 1-800-524-0149 (TTY: 711).

ЬУГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-524-0149 (телефон: 711).

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số 1-800-524-0149 (TTY: 711).
# Certificate of Coverage

## Macomb County

<table>
<thead>
<tr>
<th><strong>OFFICE VISIT CO-PAY</strong></th>
<th>$5.00</th>
</tr>
</thead>
</table>

### CLASS I

**Diagnostic and Preventive:**
- Exams, Radiographs, Prophylaxis, Fluoride Treatment (up to age 19),
- Sealants (1<sup>st</sup> and 2<sup>nd</sup> Molars only – once in lifetime up to age 18),
- Space Maintainers (Primary Teeth only up to age 19)
  - 100%

### CLASS II

**Restorative:**
- Fillings,
- Root Canals and Routine Extractions performed by General Provider
  - 90%

### CLASS III

**Prosthetic:**
- Crowns, Bridges, Partial and Complete Dentures
  - 75%

### CLASS IV

**Specialty Care:**
- Oral Surgery (including General Anesthesia)
- Endodontics
- Periodontics
- Pedodontics
  - 75%

**ORTHODONTICS:**
- Dependents up to age 19 (Lifetime Maximum)
  - $2,200
- Member & Spouse (Lifetime Maximum)
  - $1,800

### Annual Maximum (per member per year):
- Unlimited

### Annual Renewal:
- 01/01

### Membership Card Reads:
- MACOMB

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Dental services not appearing on the Schedule of Benefits.</td>
</tr>
<tr>
<td>2</td>
<td>Dental treatment for cosmetic purposes, unless specifically indicated on a specific plan.</td>
</tr>
<tr>
<td>3</td>
<td>Dental treatment performed in a hospital and/or any related hospital-fee.</td>
</tr>
<tr>
<td>4</td>
<td>Treatment of cleft palate, anodontia and mandibular prognathism.</td>
</tr>
<tr>
<td>5</td>
<td>Cases in which, in the professional judgment of the attending Dentist, a satisfactory result cannot be obtained.</td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
</tr>
<tr>
<td>7</td>
<td>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.</td>
</tr>
<tr>
<td>8</td>
<td>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.</td>
</tr>
<tr>
<td>9</td>
<td>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.</td>
</tr>
<tr>
<td>10</td>
<td>Dental implants or transplants.</td>
</tr>
<tr>
<td>11</td>
<td>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.</td>
</tr>
<tr>
<td>12</td>
<td>A nominal administrative fee (i.e., sterilization, office visit, etc.) charged by selected dental offices.</td>
</tr>
<tr>
<td>13</td>
<td>Services or appliances started before a Covered Person became eligible under this Policy (i.e., teeth prepared for crowns or root canals in progress).</td>
</tr>
<tr>
<td>14</td>
<td>Prescription drugs.</td>
</tr>
<tr>
<td>15</td>
<td>Nitrous oxide analgesia.</td>
</tr>
<tr>
<td>16</td>
<td>Preventative control programs, including home care items.</td>
</tr>
<tr>
<td>17</td>
<td>Services started after termination of coverage.</td>
</tr>
<tr>
<td>18</td>
<td>Charges for failure to keep a scheduled visits with the Dentist.</td>
</tr>
<tr>
<td>19</td>
<td>Lost, missing, or stolen appliances (i.e., retainers, Occlusal guards, partial or complete dentures, or flippers).</td>
</tr>
<tr>
<td></td>
<td>General Exclusions, Limitations, and Exceptions, continued</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------</td>
</tr>
<tr>
<td>20</td>
<td>Duplicate full or partial dentures.</td>
</tr>
<tr>
<td>21</td>
<td>Inlays, unless listed as a Covered Service in the Schedule of Benefits.</td>
</tr>
<tr>
<td>22</td>
<td>Porcelain, porcelain substrate, and cast restorations on primary (baby) teeth.</td>
</tr>
<tr>
<td>23</td>
<td>Cysts and malignancies.</td>
</tr>
<tr>
<td>24</td>
<td>Removal of impacted teeth that exhibit no symptoms or pathology.</td>
</tr>
<tr>
<td>25</td>
<td>Consultations or examinations/evaluations for non-covered services.</td>
</tr>
<tr>
<td>26</td>
<td>Services or appliances performed by a Dentist whose practice is limited to prosthodontics</td>
</tr>
<tr>
<td>27</td>
<td>Behavior management fees for covered persons requiring additional or unusual efforts to complete a dental procedure.</td>
</tr>
<tr>
<td>28</td>
<td>Soft tissue management (i.e., irrigation, infusion, or special toothbrush).</td>
</tr>
<tr>
<td>29</td>
<td>Restorative work caused by orthodontic treatment.</td>
</tr>
<tr>
<td>30</td>
<td>Composite resin restorations on occlusal surfaces of bicuspid and molars.</td>
</tr>
<tr>
<td>31</td>
<td>Biopsy or Brush Biopsy to detect cancer.</td>
</tr>
<tr>
<td>32</td>
<td>Claims submitted due to auto accident, which should be submitted to automobile insurance carrier.</td>
</tr>
<tr>
<td>33</td>
<td>Claims reported as accident on school grounds, which should be submitted to school's primary insurance.</td>
</tr>
<tr>
<td>34</td>
<td>General anesthesia and the services of a special anesthesiologist unless authorized by employer group.</td>
</tr>
<tr>
<td>35</td>
<td>Treatment of fractures and dislocations.</td>
</tr>
<tr>
<td>36</td>
<td>Any service that is not specifically listed.</td>
</tr>
<tr>
<td>37</td>
<td>Congenital malformation.</td>
</tr>
<tr>
<td>38</td>
<td>Dispensing of drugs not normally supplied in a dental office.</td>
</tr>
<tr>
<td>39</td>
<td>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.</td>
</tr>
<tr>
<td>40</td>
<td>Prophylactic removal of impactions (asymptomatic nonpathological).</td>
</tr>
<tr>
<td>41</td>
<td>Specialist consultations for noncovered benefits.</td>
</tr>
<tr>
<td>42</td>
<td>Dental expenses incurred with any dental procedure started prior to the enrollee's eligibility.</td>
</tr>
<tr>
<td>43</td>
<td>Services rendered by a dentist beyond the scope of his/her license.</td>
</tr>
<tr>
<td>44</td>
<td>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.</td>
</tr>
<tr>
<td>45</td>
<td>Charges for duplication of radiographs.</td>
</tr>
<tr>
<td>46</td>
<td>Charges for temporary appliances.</td>
</tr>
<tr>
<td>47</td>
<td>Charges for experimental or investigational services or supplies.</td>
</tr>
</tbody>
</table>
GOLDEN DENTAL PLANS, INC.
EXCLUSIONS, LIMITATIONS, AND EXCEPTIONS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>48</td>
<td>Services that the dentist feels, in his or her professional judgement, should not be provided.</td>
</tr>
<tr>
<td>49</td>
<td>Instructions in dental hygiene, dietary planning or plaque control.</td>
</tr>
<tr>
<td>50</td>
<td>Missed appointments or completion of claim forms. Infection control, including sterilization of supplies and equipment.</td>
</tr>
</tbody>
</table>

II. Orthodontic Exclusions, Limitations, and Exceptions

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Retreatment of prior Orthodontic problems, unless provided under this policy or any extension or renewal of this Policy</td>
</tr>
<tr>
<td>2</td>
<td>Patients with severe disabilities that may prevent satisfactory Orthodontic results</td>
</tr>
<tr>
<td>3</td>
<td>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</td>
</tr>
<tr>
<td>4</td>
<td>Interceptive Orthodontic Treatment is not a covered benefit</td>
</tr>
<tr>
<td>5</td>
<td>Surgical procedures incidental to orthodontic treatment</td>
</tr>
<tr>
<td>6</td>
<td>Myofunctional therapy</td>
</tr>
<tr>
<td>7</td>
<td>Supplemental appliances not routinely used in typical orthodontic cases (i.e., Invisalign)</td>
</tr>
<tr>
<td>8</td>
<td>Active treatment extending more than 24 months form 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.</td>
</tr>
<tr>
<td>9</td>
<td>Treatment started before the Covered Person became eligible under this policy</td>
</tr>
<tr>
<td>10</td>
<td>Transfer to another Dentist after banding has been initiated</td>
</tr>
<tr>
<td>11</td>
<td>Composite bands and lingual adaptation of orthodontic bands are considered optional treatment and are subject to additional charges.</td>
</tr>
<tr>
<td>12</td>
<td>Orthodontic Benefit is once in a lifetime benefit per member.</td>
</tr>
</tbody>
</table>
Appendix C

Active Employees Vision Benefits
<table>
<thead>
<tr>
<th>Service</th>
<th>In Network</th>
<th>Out-of-Network Reimbursement¹</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Examination</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td>12 months Covered in Full</td>
<td>12 months $65</td>
</tr>
<tr>
<td><strong>Basic Lenses (Plastic/Glass)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Single Vision Lenses</td>
<td>Covered in Full</td>
<td>$59</td>
</tr>
<tr>
<td>Bifocal Lenses</td>
<td>Covered in Full</td>
<td>$79</td>
</tr>
<tr>
<td>Trifocal Lenses</td>
<td>Covered in Full</td>
<td>$99</td>
</tr>
<tr>
<td>Standard Progressive Lenses</td>
<td>Covered in Full</td>
<td>$99</td>
</tr>
<tr>
<td>Special Lenses (Lenticular, etc.)</td>
<td>Covered in Full</td>
<td>$99</td>
</tr>
<tr>
<td>Solid Tints 1&amp;2</td>
<td>Covered in Full</td>
<td>$0</td>
</tr>
<tr>
<td>Lens Options</td>
<td>20% Discount</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Frames</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Standard</td>
<td>Covered in Full</td>
<td>$65</td>
</tr>
<tr>
<td>Designer</td>
<td>$80 allowance</td>
<td>$65</td>
</tr>
<tr>
<td><strong>Contact Lenses</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Medically Necessary Lenses</td>
<td>Covered in Full</td>
<td>$210 allowance*</td>
</tr>
<tr>
<td>Elective Lenses</td>
<td>$80 allowance</td>
<td>$105 allowance*</td>
</tr>
<tr>
<td></td>
<td></td>
<td>*including exam</td>
</tr>
</tbody>
</table>

¹ Out-of-network services must be paid in full by contract holder before submitting to SVS for reimbursement.

Claim form and receipt must be submitted to:
Single Vision Solution
Vision Care Program
P.O. Box 464
Mt. Clemens, MI 48046-0464

Customer Service and Vision Eligibility: 1-800-225-3095
LETTER OF UNDERSTANDING

between

THE COUNTY OF MACOMB

and

POLICE OFFICERS LABOR COUNSEL (POLC) - Captains/Chief of Staff

RE: Weapons

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

To Whom It May Concern:

Please be advised that (NAME) is a (TITLE) employed by the Macomb County Sheriff’s Department, 43555 Elizabeth Road, Mount Clemens, Michigan, and is authorized to purchase weapon(s) described below.

MAKE: __________________________  MODEL: __________________________

Your cooperation in this matter is appreciated.

__________________________________________

Sheriff, Macomb County, Michigan

FOR THE UNION:

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

David Daniels, Chairperson
Police Officers Labor Council (POLC)

FOR THE EMPLOYER:

Eric A. Herppich, Director
Human Resources and Labor Relations

DATED: 7-20-17
MEMORANDUM OF UNDERSTANDING
REGARDING CERTAIN HEALTH BENEFITS

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

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

NOW BE IT RESOLVED THAT, the County of Macomb and the Police Officers Labor Council, on behalf of the Macomb County Sheriff Department Captains and Chief of Staff 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:

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

FOR THE EMPLOYER:

Eric A. Herppich, Director
Human Resources and Labor Relations

David Daniels, Chairperson
Police Officers Labor Council (POLC)

DATED: 7-20-17
MEMORANDUM OF UNDERSTANDING
regarding
DEFERRED RETIREMENT OPTION PLAN
FOR MEMBERS OF POLICE OFFICERS LABOR COUNCIL
REPRESENTING CAPTAINS AND CHIEF OF STAFF

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

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

B. Eligibility: (Expressly contingent upon ratification by the Full Board of Commissioners on August 12, 2004), effective August 28, 2004, as set forth in paragraph A, any current employee who is a member of the Macomb County Employees' Retirement System and the Police Officers Labor Council bargaining group may voluntarily elect to participate in the DROP at any time after attaining the minimum age and service requirements for a normal service retirement.

C. Participation: The maximum period for participation in the DROP is five (5) years (the "Participation Period"). There is no minimum time period for participation.

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

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

F. **DROP Benefit:** The employee's DROP benefit shall be the regular monthly retirement benefit to which the employee would have been entitled if he/she had actually retired on the DROP date, less the annuity withdrawal reduction as set forth in Subsection G, if applicable. The employee's DROP benefit shall be credited monthly to the employee's individual DROP account. At the time an employee elects to participate in the DROP, his/her choice of a straight life retirement allowance or an optional form of retirement allowance as set forth in the Macomb County Employee Retirement Ordinance and/or the applicable Collective Bargaining Agreement shall be irrevocable.

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

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

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

<table>
<thead>
<tr>
<th>DROP Issuance</th>
<th>January 1st</th>
<th>February 1st</th>
<th>March 1st</th>
<th>April 1st</th>
<th>May 1st</th>
<th>June 1st</th>
<th>July 1st</th>
<th>August 1st</th>
<th>September 1st</th>
<th>October 1st</th>
<th>November 1st</th>
<th>December 1st</th>
</tr>
</thead>
<tbody>
<tr>
<td>08 Drop</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
</tr>
<tr>
<td>09 Int.</td>
<td>$70</td>
<td>$54</td>
<td>$38</td>
<td>$112</td>
<td>$126</td>
<td>$140</td>
<td>$154</td>
<td>$186</td>
<td>$182</td>
<td>$196</td>
<td>$210</td>
<td>$224</td>
</tr>
<tr>
<td>09 Drop</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
</tr>
<tr>
<td>10 Int.</td>
<td>$238</td>
<td>$252</td>
<td>$266</td>
<td>$290</td>
<td>$294</td>
<td>$308</td>
<td>$322</td>
<td>$336</td>
<td>$350</td>
<td>$364</td>
<td>$378</td>
<td>$392</td>
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<tr>
<td>11 Drop</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
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<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
</tr>
<tr>
<td>11 Int.</td>
<td>$406</td>
<td>$420</td>
<td>$434</td>
<td>$448</td>
<td>$462</td>
<td>$476</td>
<td>$490</td>
<td>$504</td>
<td>$518</td>
<td>$532</td>
<td>$546</td>
<td>$560</td>
</tr>
<tr>
<td>12 Drop</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
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<td>$4,800</td>
<td>$4,800</td>
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<td>$4,800</td>
</tr>
<tr>
<td>12 Int.</td>
<td>$574</td>
<td>$588</td>
<td>$602</td>
<td>$616</td>
<td>$630</td>
<td>$644</td>
<td>$658</td>
<td>$672</td>
<td>$685</td>
<td>$700</td>
<td>$714</td>
<td>$728</td>
</tr>
<tr>
<td>13 Drop</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
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<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
</tr>
<tr>
<td>13 Int.</td>
<td>$742</td>
<td>$756</td>
<td>$770</td>
<td>$784</td>
<td>$798</td>
<td>$812</td>
<td>$826</td>
<td>$*</td>
<td>$*</td>
<td>$*</td>
<td>$*</td>
<td>$*</td>
</tr>
</tbody>
</table>

*Final interest would be ($288,000) times (0.03 divided by 365) times (number of days after July 1, 2013 the $288,000 plus interest is distributed to DROP participant). If distributed on August 1, 2013, the interest amount shall be $840.

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

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

1) A lump sum distribution to the employee; AND/OR

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

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

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

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

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

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

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

N. Other Provisions: The Macomb County Employees Retirement System is a defined benefit plan. Should that plan be modified to include a defined contribution plan, this DROP account established is only part of a defined benefit plan. It is intended that this DROP be a "forward" DROP only and contains no DROP "back" provision, which would allow members to retire retroactively.

O. Annual Leave, Sick Leave and Other Fringe Benefits: The collective bargaining agreement may provide for the crediting of both annual leave and sick leave banks for inclusion in determining an employee's final average compensation for purposes of computing retirement benefits.

At the effective date of an employee's participation in the DROP plan, an employee's annual and sick leave bank shall be "credited" and/or paid as provided for in the collective bargaining agreement or the Macomb County Employees Retirement Ordinance.

After the effective date of an employee's participation in the DROP, the employee's annual leave and sick leave shall be determined as set forth in the collective bargaining agreement between the Police Officers Labor Council and the County of Macomb.

P. Voting Rights and Retirement Commission Members: At the time an employee elects to participate in the DROP, he/she shall no longer be eligible to vote in any retirement elections nor shall said person be eligible to hold office pursuant to Section 4(e) of the Macomb County Employees Retirement Ordinance as an elected employee member.
FOR THE UNION:

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

David Daniels, Chairperson
Police Officers Labor Council (POLC)

FOR THE EMPLOYER:

Eric A. Herppich, Director
Human Resources and Labor Relations

DATED: 7-20-17