AGREEMENT

between

COUNTY OF MACOMB

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)

January 1, 2017 through December 31, 2019
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Memorandum of Understanding: Certain Health Benefits ........................................... Attached
AGREEMENT

COMMAND OFFICERS ASSOCIATION

THIS AGREEMENT entered into as of the 1st day of January, 2017, by and between the COUNTY OF MACOMB, hereinafter referred to as the EMPLOYER, and/or COUNTY and the Command Officers Association of Michigan, hereinafter referred to as the Macomb County Sheriff’s Command Officers Association acting on behalf of the employees within the unit for which the Association has been recognized as sole bargaining agent.

The provisions of this Agreement shall apply to all employees regardless of 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 Association.

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

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

The Parties hereto also recognize that it is essential for the health, safety and public welfare of the County that services to the public be without interruption, 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.

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 Command Officers Association of Michigan as the sole collective bargaining agent for supervisory employees of the Macomb County Sheriff’s Department; as outlined below.

The County of Macomb recognizes the Command Officers Association of Michigan as the exclusive bargaining representative on behalf of Lieutenants, Sergeants, Sergeants I, Corrections Lieutenants, Corrections Sergeants, Corrections Sergeants I, Communications Administrator and Dispatch Supervisor ONLY, excluding all other Macomb County Sheriff’s Department employees, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1

AGENCY SHOP

DUES/SERVICE FEE COLLECTION

A. The Employer hereby agrees to deduct Association membership dues, initiation fees, assessments, service fees or service charges from the pay of the individual employee and transmit same to the Association 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 Association membership dues, initiation fees, assessments, service fees or service charges deducted from his/her earnings shall execute a Section 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 Association designated in writing by the Association and shall do so as soon as possible after the deduction but no later than the 10th day of the following month.

E. The Employer shall notify the Association of the termination of the employment of any dues 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 Association it shall be the responsibility of such employee to obtain appropriate refunds from the Association.

G. In the event that the Association 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 Association'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 terms and conditions for the life of subsequent collective bargaining agreements.

I. It is understood and agreed that this provision for deduction of Association 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 Association 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 association 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 Command Officers Association 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.

Effective Date: ___________  Employee’s Signature: ____________________________

K. The Employer shall not be liable to the Association 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 Association dues or service fees provision.

L. The Association 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 1, Agency Shop, Dues/Service Fee Collection, of this Agreement. The Association agrees that in the event of litigation against the Employer, its agents or employees, arising out of this provision, the Association will co-defend and indemnify and hold harmless the Employer, its agents or employees, for any monetary award arising out of such litigation.

TO THE EXTENT THAT THE LAWS OF THE STATE OF MICHIGAN PERMIT, it is agreed that:

M. 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 Association on or before the fifteenth (15th) day of the month in which they fall due.

N. Employees who do not elect to become members of the Association 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.

O. The Association shall notify the Employer in writing of any employee who is more than 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 Section Q. The Association 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.

P. 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 Section O. above, constitute grounds upon which the Employer shall immediately terminate employment of such employee.

Q. 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 Command Officers Association that ___________ an employee of the Macomb County Sheriff's Department is more than thirty (30) days in arrears in his/her payment of the Association dues and/or service fees and as such is subject to the ramifications of the agency shop procedure as outlined in Article 1 of the current Command Officers Association Macomb County Collective Bargaining Agreement.

Additionally, the undersigned Employer hereby acknowledges that the Command Officers Association 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: ____________________________

R. The Employer shall provide the Association with notice of each new appointment in the classifications covering this bargaining unit within ten (10) days from date of appointment. With each notice of appointment, the Employer will provide the name, date of appointment and specific classification to which each employee was appointed.
ARTICLE 2

CORRECTIONS LIEUTENANT, CORRECTIONS SERGEANT, CORRECTIONS SERGEANT I REPRESENTATION FEES AND DUES

To the extent that the laws of the State of Michigan permit, it is agreed that the Corrections Lieutenant, Corrections Sergeant and Corrections Sergeant I positions:

A. Will be represented by the bargaining unit and the employee in the classifications of Corrections Lieutenant, Corrections Sergeant and Corrections Sergeant I may authorize the Employer to deduct appropriate fees or dues to remit to the Union.

B. Upon written authorization from the employee, the Employer shall deduct from wages, all fees and dues as are prescribed by the Union and/or this Agreement. Such employee and the Union hereby authorize the Employer to rely upon and to honor written certification by the Union of the amounts to be deducted. Such deduction under all properly executed authorizations shall become effective at the time application is signed by the employee.

C. The Employer agrees to provide this service without charge to the Union. It is understood and agreed, that the provision for deduction of the dues is for the benefit of the employee requesting same, and the Employer is under no obligation to demand or request that the employee authorize such deductions as a condition of employment.

D. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.

E. The Union will, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE 3

AIR CONDITIONED VEHICLES

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

ARTICLE 4

ASSIGNMENTS

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

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

C. The Sheriff retains the right to make a preferred job assignment.

For purposes of sub-section C above, the following shall be recognized as preferred jobs: Marine Division, Traffic Division, Youth Bureau, Special Investigative Units and Detective Bureau.

D. For purposes of this Article, any newly created job shall be subject to the assignment procedure of this Article.

E. Command Officers who have a hardship or difficulty arise out of their preferred job assignment will
discuss the hardship or difficulty with the Captain and if not worked out, the Sheriff will work with
the Command Officer to resolve the problem. Should the Sheriff not be able to resolve the problem
to the Command Officer’s satisfaction the Command Officer may, if he/she so desires, submit the
dispute to Step 4 of the Grievance Procedure.

F. Command Officers not assigned to preferred job assignments will select their shifts by classification
seniority.

G. When an employee is reassigned from a preferred job back to his/her regular duties, said employee
shall be afforded an opportunity to select his/her shift preference as provided by this Agreement.

H. All preferred assignments being considered shall be posted each year no later than November 1.
Notification of assignment shall be made no later than November 15 of each year. The assignment
shall then be made effective subject to scheduling as near to January 1, as possible, and said
assignment will remain in effect, unless reposted by November 1, until the subsequent January in
the year following, at which time the employee will either be kept on the preferred assignment or
reassigned to his/her regular duties according to the provisions of this Article, all of which is subject
to the officer’s ability to perform satisfactorily in the preferred assignment. In the event the
employee is reassigned to regular duties, the Sheriff or his/her designated representative will
explain to the employee the reasons for his/her reassignment.

ARTICLE 5

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 (PTO) time according to the following schedule:

<table>
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<th>Years of Consecutive Service Completed:</th>
<th>Annual Equivalent of</th>
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<td>Less than 3</td>
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<td>30 days</td>
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B. Annual Leave/Paid Time Off 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 accrued 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. Effective in 2015, full time employees, including participants in the Deferred Retirement Option Plan
(DROP), may request Annual Leave/Paid Time Off conversion to cash payment of up to forty (40)
hours per year. Employees requesting Annual Leave/Paid Time Off conversion must have a minimum of one hundred twenty (120) hours of Annual Leave/Paid Time Off to be eligible for the conversion. The requested Annual Leave/Paid Time Off conversion(s) must be submitted by February 1 with the cash payment to be made in March and August 1 with the cash payment to be made in September in a regular paycheck with normal deductions.

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

1. Employees receiving at least twenty (20) Annual Leave/Paid Time Off days annually and/or who have in their Annual Leave/Paid Time Off Bank 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/PAIRED 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 Section 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 6

COURT TIME

A. Sheriffs Department employees while appearing in Court during off-duty hours shall be paid at a straight rate with a four (4) hour minimum.

B. Stand-By: Sheriffs Department employees upon being served a Court Appearance Summons for actions taken resulting from a performance in the line of duty and which requires the presence of the employee in Court while not on duty and further being advised not to appear in Court, but to “stand-by” while not on duty, will be paid a two (2) hour salary at their minimum hourly rate; employees on stand-by over a two (2) hour period will be paid 50% of their hourly rate, total compensation period not to exceed eight (8) hours in any one stand-by day. The following control shall be followed in order to properly document Court appearances outlined above:

- Overtime card shall be used and will include in writing:

  1. Identification of Court matter, date, time and Judge.
  2. Name and organization of person who advised not to appear in Court and to stand-by.
  3. Signature of the person invoking stand-by status, affixed to a brief entry indicating the number of hours of stand-by and other pertinent data.

C. Witness fees received in a Civil case while on duty shall be returned to the County General Fund.

ARTICLE 7

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 Human Resources Director.

D. The employee shall furnish to the Human Resources 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) months period, the Human Resources Department shall review the disability
status of the injured employee to determine if 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 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 Association 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 Section 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 10, Employee's Bill Of Rights.

D. Any disciplinary action including reprimands 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 Human Resources
Director within five (5) days (excluding weekends and holidays) from the date of service of the
charges upon him/her (attached hereto as Section 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 12, Grievance
Procedure, Section H, Step 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 (Section D), on
the following form:

NOTICE OF APPEAL - OPTION AND WAIVER FORM

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

- Grievance provisions of the Macomb County/Macomb County Sheriff's Command Officers Association, Bargaining Agreement, or

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

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

- Grievance Procedure as provided by the Macomb County Sheriff's Command Officers Association, Collective Bargaining Agreement, or


Received by:

__________________________________________
EMPLOYEE'S NAME

Dated:

__________________________________________
ADDRESS

WITNESSED:

__________________________________________
FOR MACOMB COUNTY SHERIFF'S
COMMAND OFFICERS ASSOCIATION

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 charges.

H. In the event an employee shall give notice of his/her intent to appeal any reprimand or disciplinary action taken at the initial stage of the proceedings, no penalty resulting from such proceeding shall be implemented until the employee shall have exhausted his/her remedies in accordance with this Agreement except 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 is understood to constitute a waiver of any 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 an Association 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

EDUCATION ALLOWANCE

A. Both Parties to this Agreement believe it is in the best interest of the public and the Department to encourage and promote high 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 mutually acceptable and comprehensive list of law enforcement college level credits and/or degrees or certificates be established which shall qualify for the education allowance herein. The establishment of this list shall recognize courses given in colleges recognized by a national accrediting agency, with the express understanding that employees must carry a minimum of a 2.0 (C) overall average in order to qualify for benefits contained in this Article.

B. Only those Command Officers covered by this Agreement 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 Association Chairman 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 Director of Finance of an employee's right to receive said benefits. Payment shall be made to all employees qualifying for said benefits, effective from January 15 or July 1, qualification dates.

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

<table>
<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 10

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 named 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 test or similar test by whatever named 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 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 corporation or the head of such organizations or corporations, for damages suffered, either pecuniary or otherwise or for abridgement of their civil rights arising out of the officer's performance of official duties.

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

G. The employee's files shall not be made available to any person or organization other than the Employer and employee without the employee's expressed authorization, unless pursuant to court order or as otherwise provided by law.

H. No employee shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his 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 Association representatives 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 there shall be time allowed 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 answer any questions.

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

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

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

K. Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, to include a Preliminary Crime Report, until such time as the employee has been able to contact an Association official, and has had reasonable time to discuss the incident with an Association 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. Subject to consultation with the attorney, under all circumstances, an employee shall be required to submit his/her PCR as a condition of employment.

L. Any employee’s locker shall not be opened for any reason including inspection, without the employee or his/her Association 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 Agreement.

**ARTICLE 11**

**EMPLOYEES - SALARIES - CLASSIFICATION CHANGES - PROMOTIONS**

A. A new employee is to be started at the minimum salary based upon the applicable hourly rate, designated for the position to be used, provided however, upon consultation between the Department Head, Director of Finance and Human Resources Director; the employee, if he or she has had previous experience in work similar to the type of work to be performed for the County, may be given credit for one-half (1/2) of such experience and the minimum salary may be increased on the basis of increments allowed, if said employee had been employed by the County. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Department Head is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Budget Committee, Director of Finance and the Human
B. After employment, each employee will be entitled to one normal increment after thirteen (13) continuous complete pay periods. Such increment will become effective the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head before becoming effective, providing any disapproval of an increment by a Department Head shall be set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Human Resources Director.

C. Employees covered by this Agreement who receive a promotion in rank to Corrections Sergeant I, Corrections Sergeant, Corrections Lieutenant, Dispatch Supervisor, Communications Administrator, Sergeant I, Sergeant and/or Lieutenant will receive one increment and/or the minimum rate of the classification promoted to, whichever is greater, on date of such promotion and will receive the maximum rate of the rank promoted to, effective the first day of the fourteenth (14th) complete pay period following date of promotion.

D. 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 Public Acts of 1966, as amended. In the event the employee or Association does not agree that the rate is proper, the Association or employee shall have the right to submit the matter into the grievance procedure at the second step.

E. Effective as soon as possible after ratification of this Agreement, the testing process for promotion from Dispatch Supervisor to Communications Administrator, for promotion from Sergeant to Lieutenant and for promotion from Lieutenant to Captain is eliminated. Promotions to the rank of Lieutenant and Captain shall be made at the discretion of the Sheriff.

F. Upon completion of the six month probationary period Dispatch Supervisors, Communication Administrators, Sergeants and Lieutenants are eligible for promotion to the next higher classification. Civil service shall maintain a living list of members eligible for promotion, which shall be updated as members become eligible.

ARTICLE 12

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 sixty (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:

**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.

**STEP 2:** If the matter is not settled through informal discussion as provided in Step 1, within fifteen (15) days following the discussion, said grievance may be submitted in written form by the individual grievant, co-signed by the Steward and/or Executive Board member or, in the case of policy grievance, by the Steward and/or Executive Board member only, to such immediate supervisor. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee (or employees) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any that the grievance 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.

**STEP 3:** If the grievance is not satisfactorily adjusted, it shall be referred to the Steward and/or Executive Board member who may appeal such grievance to the Sheriff, or in the absence of the Sheriff, a designee, within fifteen (15) days. The Sheriff or designee shall hold a meeting to discuss the grievance with the Steward, 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.

**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 or designee, within fifteen (15) days. A meeting between said Director, Human Resources, 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 or designee. If not satisfactorily adjusted at this meeting, the Director, Human Resources, or designee, shall give a written answer within ten (10) days of the meeting.

**STEP 5: ARBITRATION:**

1. 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.

2. 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.

3. 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.

4. 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.

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

6. 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/her designated representative in accordance with manpower requirements.

7. 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 13

HAZARD PAY

A. A subsidy, as hereinafter set forth, will be paid to all Command Officers, except Communications Administrator and Dispatch Supervisors. Such subsidy shall not be considered, nor construed, as salary or wages for personal services rendered by eligible Command Officers.

B. Eligible Lieutenants, Sergeants and Sergeants I 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. The Hazard Pay annual payment shall cover the period of time from the previous July 1, through June 30.

The first and last Hazard Pays shall be prorated at the rate of two dollars and thirty-nine cents ($2.39) per day, where appropriate.

C. Effective January 1, 2017, eligible Corrections Lieutenants, Corrections Sergeants, and Corrections Sergeants I shall receive a single annual payment of $420 as Hazard Pay. Payment is to be made no later than the first Friday following the end of the first pay period in July. The Hazard Pay annual payment shall cover the period of time from the previous July 1, through June 30.

Effective January 1, 2017, the first and last Hazard Pays shall be prorated at the rate of one dollar and fifteen cents ($1.15) per day, where appropriate.

D. Eligible Command Officers 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.

ARTICLE 14

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 on any or all of the approved holidays will, in addition to holiday pay, receive a holiday premium rate of time and one-half for all regular hours worked. The holiday premium rate shall be paid, no later than, the end of the pay period following the pay period in which such holiday premium rate was earned.
B. Employees who are scheduled to work the holiday must work the holiday and the scheduled day before and scheduled day after the holiday, unless excused with pay for the entire day, in order to qualify for payment. In order to be excused from work for holiday pay purposes, an employee must secure a medical certificate or written approval by the Sheriff, or designee. The designee referred to shall be the highest ranking officer on each shift. 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 payoff, a prorated amount of Holiday Pay. Payment for the balance of that year's holidays and subsequent holiday pay shall be made in December of each year. Payment shall be as described in Section A above.

ARTICLE 15
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. Employees hired on or after January 1, 2016 will not be eligible for this life insurance benefit.

B. Insurance Benefits:

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

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

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

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.

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

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

5. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance 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 regular 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 16**

**JURY DUTY**

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

**ARTICLE 17**

**LAYOFF/RECALL**

Layoffs and/or recall of employees covered by this Agreement shall be effectuated in accordance with the provisions of Act 298 of the Public Acts of 1966, as amended.
ARTICLE 18

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 15, 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 28, 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 15, 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 28, 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 (PTO) and Longevity as determined by Human Resources and Labor Relations.

C. 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 19

LONGEVITY

A. 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.

B. The basis of longevity compensation is as follows:

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

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

3. The following schedule 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 B, paragraph 1 of this Article, 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>

C. 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, regardless of date of termination of employment.

D. Longevity compensation shall be added to the regular payroll check, when due, for eligible employees. This longevity payment shall be considered a part of 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.

E. Payments to employees eligible as of October 31 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 and through and including October 31st of the following year.

F. DROP Participants: At the time an employee elects to participate in the DROP he/she shall receive, as part of their payoff, a prorated amount of longevity compensation as described in Section C, above.
Payment for the balance of the DROP years’ longevity payment and subsequent longevity payments shall be made in December of each year as described above. For DROP participants, the amount of longevity compensation paid in subsequent years shall be determined by the step level achieved by the employee at the time they elected to DROP. (Step levels are described in Section B.3, above).

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

ARTICLE 20

MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, 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; and to determine the methods, procedures and services to be provided. In addition, the Employer shall also have the right to hire, promote, assign, transfer, discipline for just cause (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; 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 Union agrees that its members will not engage in activities during their working hours that may detract from their productivity.

ARTICLE 21

OVERTIME PAY AND PROCEDURE

A. Overtime Call-In Pay:

1. Overtime pay shall be allowed at the rate of time and one-half (1 1/2) for work in excess of eight (8) hours; and in case of emergency at times other than the normal scheduled shift.

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

3. Breathalyzer Operators called in for duty to perform breathalyzer tests, at times other than their normal regularly scheduled shift, shall receive a minimum of three (3) hours pay at one and one-half (1 1/2) times their regular hourly rate.

4. Diver Pay: $8.00 per hour over regular or overtime hourly rate, as applicable, will be paid to divers in increments of one-half (1/2) hours with a two (2) hour minimum while at the scene requiring divers, as authorized by the Sheriff and/or designee. The $8.00 referred to above will be paid commencing May 1st and ending October 31st of the current year.

$12.00 per hour over regular or overtime hourly rate, as applicable, will be paid to divers in increments of one-half (1/2) hour with a two (2) hour minimum, while at the scene requiring divers, as authorized by the Sheriff and/or designee. The $12.00 referred to above will be paid commencing November 1st and ending April 30th of the current year.
Control Practice: The Command Officer or the Senior Officer at the scene will record and incorporate in the written complaint report the following information:

a. Names of divers
b. Time spent by each diver at the scene
c. Time of arrival and termination of diving procedures
d. Signature of the officer relating information in the report as outlined in Control Practice.

Participating S.C.U.B.A. Divers will relate pertinent information in writing on a separate overtime card and have it verified with the initials of a Superior Officer with personal knowledge as outlined in Section A.4, herein.

5. All overtime must be approved by the Sheriff or designee who will submit a monthly report of such overtime allowed to the Personnel Committee.

6. Overtime pay may be allowed for emergency work in any other County Department provided, a request therefore must be submitted to the Office of the Finance Director accompanied by a written description setting forth the need for such overtime and upon approval thereof, the overtime work may be performed.

7. Employees working overtime and/or call-in time shall receive pay at the rate of time and one-half (1½). Employees who accrue Court Time and/or Training Time, as provided for in this Agreement, shall receive pay at a straight time applicable hourly rate.

8. All overtime shall be paid at the employee’s hourly rate at the time the overtime was worked.

B. Overtime Call-In Procedure:

1. When the Sheriff determines that manpower requirements necessitate that the employees work overtime, assignments for such overtime shall be made in accordance with the provisions of this Article which apply only to Command Officers covered by this Agreement.

2. Signing Up: Three (3) overtime sign-up books are available, one for each shift. Employees wishing to work overtime shall indicate their availability no later than twenty-four (24) hours prior to availability by signing up in the overtime books available at the Command Office. If a member signs up for overtime while on vacation, or is requesting to work a double shift, then a notation indicating same will be made next to the member’s name.

Should an employee desire to be excluded from overtime for an extended period, it will be his/her responsibility to notify the Union in writing. If the employee wishes to re-enter his/her overtime eligibility, he/she will assume the highest number of overtime hours existing at the time of re-entry.

3. Call-In-Order: Order of call-in to fill a vacancy shall proceed as follows:

a. Call those who are off on the shift where the vacancy occurs and requested overtime when:

   (1) They are qualified to fill the slot; and

   (2) They have the least amount of overtime hours charged.
(3) If the above are equal then call in the Command Officer who has the highest Command Officer seniority.

b. If the overtime cannot be filled as described in Section B.3.a., above, then call those who are off and have requested overtime on the other two shifts. It does not matter what shift they are assigned to, as long as:

(1) They are qualified to fill the slot; and

(2) They have the least amount of overtime hours charged.

(3) If the above are equal then call in the Command Officer who has the highest Command Officer seniority.

c. If the overtime cannot be filled as described in Section B.3.b., above, then:

(1) Call those on vacation who have requested overtime and have the least amount of hours charged; then

(2) Request those already scheduled to work on the other shifts, and who have signed up to work a double shift, based on lowest hours/highest seniority criteria; then

(3) Order the least senior member to stay over who is already working and is capable of filling the overtime position, and has the fewest number of prior order overs.

d. The Employer shall notify employees requesting overtime of the overtime availability by telephone beginning 3 hours prior to the start of that shift.

4. **Qualified Personnel:** The following positions may be filled by the designated ranks:

a. **Shift Commander:** Lieutenants, Sergeants and Sergeants I are qualified to fill the Shift Commander position.

b. **Front Desk:** Lieutenants, Sergeants and Sergeants I are qualified to fill these positions.

c. **Road Command:** Lieutenants, Sergeants and Sergeants I are qualified to fill these positions.

d. **Jail Command:** Lieutenants, Sergeants, Sergeants I, Corrections Lieutenants, Corrections Sergeants and Corrections Sergeants I are qualified to fill these positions.

e. **Dispatch Command:** Lieutenants, Sergeants, Sergeants I, Communications Administrator and Dispatch Supervisors are qualified to fill these positions.

5. **Recording Requirements:**

a. **Recording Overtime Hours Worked:**

(1) Shift Commanders shall be responsible for recording the hours worked by members on their shift in the overtime log book. They will also be responsible for maintaining their shift's overtime, including all Command Officers that are regularly scheduled off. Their names shall be placed on
the back of the daily schedule for each shift.

(2) The Budget Office will supply the Association with overtime hours worked for all of its members at the close of the bi-weekly pay period.

(3) The Association Executive Board, or its designee, shall be responsible for posting overtime hours worked (exceeding 2 hours). Said postings shall be made on a timely basis.

b. Recording Overtime Hours to be Charged:

(1) A member will only be charged for the overtime hours worked.

(2) If a member does not sign the book or refuses to work overtime, he/she will not be charged.

(3) Members of special units (i.e., COMET, MATS, etc.) shall be considered residing on the shift where the majority of their work hours are spent (days, afternoons or midnights).

6. Scheduling:

a. Lieutenants scheduled for overtime shall be assigned as Shift Commanders, provided that a regularly scheduled Lieutenant is not already working.

b. In the event a member is passed over due to an error, that member will be given the first overtime opportunity that he/she signs up for, regardless of seniority or overtime hours previously recorded. Hours worked as a remedy will be exempt from the overtime hours charged.

c. This remedy must be authorized by the member’s Captain in writing, and only in response to a written grievance.

C. Compensatory Time Procedure:

1. Employees working overtime, call-in time and/or Court time shall have the option of receiving pay at the rate of time and one-half (1 1/2) or receiving compensatory time-off. Employees shall select one (1) of the above options and properly notify the appropriate Command Officer. An Employee who has accrued compensatory time and requests the use of the time, shall be permitted to use the time-off within a reasonable period after making the request; provided, however, that it does not unduly disrupt the operations of the Department. However, no member of the bargaining unit may utilize compensatory time for time off in excess of 80 hours per calendar year. Employees may not, under any circumstances, accumulate more than one hundred and four (104) hours of compensatory time. Upon termination of employment, an Employee shall be paid for unused compensatory time figured at:

a. The average regular rate received by such Employee during the last three (3) years of employment; or,

b. Final regular rate received by such Employee, whichever is higher.
2. An employee may convert compensatory time to a cash payment by notifying the appropriate Command Officer of the number of hours of compensatory time to be converted to a cash payment.

3. Retirement contributions shall be deducted from the cash payment for compensatory time and the amount paid shall be included in an employee’s Final Average Compensation (FAC) for retirement purposes.

**ARTICLE 22**

**DRUG AND ALCOHOL TESTING**

A. 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.

B. The Parties agree that all drug and alcohol testing of bargaining unit members only shall be conducted in accordance with State and Federal law and the provisions of this Article.

C. All drug testing shall be performed by an independent medical laboratory through use of the urine sample screening procedure. All tests shall be conducted according to established professional standards. Measures shall be adopted to ensure accuracy, verification and maintenance of the proper chain of evidence. All samples which test positive shall be subject to the Chromatography/Mass Spectrometry (GC/MS) technique. A superior state of the art technique, upon mutual agreement of the parties, may be substituted for GC/MS.

D. Any departmental action which results from the use of, participation with, or testing for alcohol and/or drugs shall be subject to the "just cause" provision of this agreement.

E. All test results shall be confidential. Test results will be used solely and exclusively for internal departmental purposes, and shall not be provided to subsequent and/or potential employers or utilized in any criminal prosecution.

**ARTICLE 23**

**PROBATIONARY PERIOD**

A. Probationary periods for employees newly promoted into this bargaining unit will be a period of twelve (12) months during which new employees must serve on the job to determine their ability to perform duties assigned them. If, at any time during this period, it is determined by the Employer that the employee’s work habits or quality of work is not satisfactory, the Employer may dismiss the employee.

B. It is expressly understood that members of the bargaining unit who have been promoted 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 the employee does not satisfactorily complete the aforementioned probationary period he/she shall be returned to the former classification.

C. Members are not eligible for promotion to the next higher classification until the successful completion of the probationary period.
ARTICLE 24

REPRESENTATION

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

B. The Association may be represented in contract negotiations with the County by a committee comprised of not more than five (5) members of the Association plus, if it chooses, any outside person or organization designated by the Association as its official representative. Members of the Association 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 a grievance, by Stewards, as hereinafter provided. The Stewards, during 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 and elected Association officials leaving their work during regular working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievance matters and will not be abused and that Stewards and elected Association officials will perform their regularly assigned duties at all times, except as provided herein.

D. There shall be three (3) Stewards as follows:

- Day Shift (1)
- Afternoon Shift (1)
- Midnight Shift (1)

By providing for three (3) Stewards it is the parties understanding that the Stewards will be utilized to represent uniform and non-uniform personnel assigned to their respective shift.

E. The Sheriff agrees to continue his/her present practice of communicating with the proper Association representatives prior to implementing anticipated changes in policies encompassing subject matter contained in the Operations Manual, General Orders, Special Orders, Patrol Manual, Communications Manual and/or Department Memorandum affecting written or verbal policy. The Association will be afforded a reasonable time to offer its response prior to implementation which response will be given due consideration.

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

ARTICLE 25

SALARY SCHEDULE

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

ARTICLE 26

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 27

SCHEDULING AND HOURS

A. The regular work week for all employees covered by this Agreement shall constitute a twenty-eight (28) day work period, during which every effort will be made to create one four (4) day non-work break period which will include both Saturday and Sunday.

B. The work schedule shall normally be posted at least ten (10) days in advance of the start of the new schedule.

ARTICLE 28

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 Absence will be treated 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 Association 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 Association entitled to seniority, department seniority as well as date of classification seniority.
ARTICLE 29

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, may be 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, or otherwise, of the adequacy of the reason for absence during the time for which Sick Leave is granted.

F. Sick Leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of Sick Leave shall not be counted as 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. An employee who is seriously ill for more than five (5) days while on Annual Leave/Paid Time Off, may, upon application, have the duration of such illness charged against 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 Section 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.

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 employee’s savings fund.

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 employee’s savings fund.

ARTICLE 30

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 31

SPECIAL CONFERENCES

Special conferences mutually agreed upon for important matters will be arranged between the Association
representative and the Employer or its designated representative upon the request of either Party. Such
meetings shall be between up to three (3) representatives of the Employer and up to three (3) representatives
of the Association. 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 Association 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

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 33

UNIFORM ALLOWANCE

A.

1. Lieutenants, Sergeants and Sergeants I will receive a single annual uniform allowance
payment of one thousand dollars ($1000.00).

2. Corrections Lieutenants, Corrections Sergeants and Corrections Sergeant I will receive a
single annual uniform allowance payment of seven hundred fifty dollars ($750.00).

3. Communications Administrator and Dispatch Supervisor will receive a single annual uniform
allowance payment of seven hundred fifty dollars ($750.00).

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

B. 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.

C. 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.

**ARTICLE 34**

**CLEANING AND LAUNDRY**

Command Officers covered by this Agreement shall be eligible for a dry cleaning and/or laundry provision as follows:

- Uniform outer coats
- Uniform shirts and ties
- Uniform coats, trousers and/or shirts
- Suits, outer coats and shirts for non-uniform personnel only

**ARTICLE 35**

**UNION BULLETIN BOARDS**

A. The Employer shall permit the Association to post an Association bulletin board at the Sheriff's Department.

B. Said bulletin board shall be kept under lock and key and may be used by the Association for purposes of Association business only. Said bulletin board shall not be used by the Association to disseminate propaganda, or posting of non-Association political matters.

**ARTICLE 36**

**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 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 of Human Resources Department, 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 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 37

RETIREMENT SYSTEM

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

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

1. Full-time employees hired into the County prior to November 1, 1996:
   a. Employees who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:

      b. A straight life retirement allowance consisting of:

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

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

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

   c. Employees shall contribute four percent (4%) of their compensation to the retirement system.

   d. The final average compensation used for calculating pension benefits for employees shall be based on the average of an employee's three (3) highest consecutive years of compensation out of the last ten (10) years of credited service.

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

2. Full-time employees hired into the County on or after to November 1, 1996:

   a. Employees who are eligible for and retire under the provisions of the Macomb County Employees' Retirement Ordinance, and this Agreement, shall receive:
b. A straight life retirement allowance consisting of:

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

2. A County pension, which when added to the employee's pension will provide a retirement allowance equal to the number of years and fraction of a year of credited service multiplied by the sum of 2.64% of the employee's final average compensation for the first twenty-five (25) years and nothing thereafter. In no case shall the employee's County pension exceed 65% of the employee's final average compensation.

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

4. Effective September 1, 2017, in no case shall the Straight Life pension benefit for a bargaining unit member under this contract exceed 100% of the employee's base salary at the time of retirement. Such limitation shall be applied to a bargaining unit member's straight life benefit calculation prior to an applicable actuarial adjustment, if any, for the member's selection of an optional form of benefit or the annuity withdrawal option and shall also apply to the member's DROP benefit.

c. The employee's contribution to the retirement system is 4.0% of his/her compensation.

d. The final average compensation used for calculating pension benefits for employees shall be based on the average of an employee's three (3) highest consecutive years of compensation out of the last ten (10) years of credited service.

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

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

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

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

6. **Purchase Of Military Service Credits:** Members who wish to purchase military service credits as
provided in the Macomb County Employees' Retirement Ordinance shall be allowed to purchase said
credits through payroll deduction. A member who chooses the payroll deduction option may spread
his/her purchase of military service credits over the same number of years that the member is
purchasing (i.e., if two years of credits are being purchased, the member will have two years to use
the payroll deduction option). If a member chooses the payroll deduction option, the cost of such
credit shall be computed as provided in the aforementioned Ordinance, and the cost shall be adjusted
every January 1, as appropriate.

7. **Pop-Up Option:** A 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.

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

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

   a. Effective August 20, 2010, for new entries into DROP, upon reaching the five (5) year
      maximum DROP participation period, the DROP participant shall terminate his/her
      employment.

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

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

   1. Will be eligible to receive a one-time fixed payment of $1000 from the Macomb County Employees'
      Retirement System. This payment will be made to an employee after separation from employment
      and who meets the Employer contribution vesting requirements as outlined in Section C.5. and
after the completion of five (5) years of service.

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

3. Will participate in a Defined Contribution Retirement Plan. Employees shall contribute 3% of his/her base pay and the Employer shall contribute 6% of the employee’s base pay. Upon the completion of 5 years of actual service with the Employer, employees shall be eligible to elect to increase his/her contribution from 3% to 4% of his/her base pay. If such election is made by the employee, the Employer shall increase its contribution from 6% to 8% of the employee’s base pay.

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

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

<table>
<thead>
<tr>
<th>Completion of</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year of service</td>
<td>20%</td>
</tr>
<tr>
<td>2 years of service</td>
<td>40%</td>
</tr>
<tr>
<td>3 years of service</td>
<td>60%</td>
</tr>
<tr>
<td>4 years of service</td>
<td>80%</td>
</tr>
<tr>
<td>5 years of service</td>
<td>100%</td>
</tr>
</tbody>
</table>

ARTICLE 38

SHIFT PREMIUM

A. Eligible employees working the afternoon shift shall receive premium pay at a rate of three percent (3%) of their base hourly wage. Eligible employees working the midnight shift shall receive premium pay at a rate of six percent (6%) of their base hourly wage.

B. For purposes of this Article, the term “afternoon shift” shall mean any shift with a scheduled starting time on or after 2:00 p.m. and before 10:00 p.m. The term “midnight shift” shall mean any shift with a scheduled starting time on or after 10:00 p.m. and before 6:00 a.m.

C. Shift premium shall be paid in accordance with the shift in which an Employee started working. Examples: An Employee who begins on the midnight shift and works over into the day shift would receive midnight shift premium for all hours (see below) including time on the day shift. An Employee who begins on day shift and works over into the afternoon shift would receive no shift premium (see below) for afternoon shift hours; PROVIDED, HOWEVER, if an Employee works four (4) or more hours into another shift, said Employee shall receive the premium (if any) of that succeeding shift. Examples: An Employee working from afternoons four (4) hours into the midnight shift would receive four (4) hours of midnight shift premium. An Employee working from midnights four (4) hours into the day shift would not receive midnight shift premium for the four (4) hours into the day shift. Shift premium shall be paid only for hours worked, except for funeral leave.
ARTICLE 39

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.

ARTICLE 40

SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal having jurisdiction over the matter or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby, and the parties shall, within a reasonable time, enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any provision directly or indirectly affected.

ARTICLE 41

TERMINATION OR MODIFICATION

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

B. 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.

C. 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.

D. Notice of Termination or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Union, Command Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239, and if to the Employer, addressed to the Human Resources and Labor Relations Director, 1 South Main Street, 6th Floor, Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.

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 Board of County Commissioners, by its Human Resources Director, and the Macomb County Sheriff, and representatives of the Command Officers Association of Michigan (COAM), on behalf of its represented employees, hereby cause this Agreement to be executed.

FOR THE UNION:

Signed: Matthew Murphy
Lieutenant Jeffery Gornicki
Lieutenant Lawrence Duda
Sergeant Phillip Abdoo
Lieutenant Timothy McFadden
James Tignanelli, Business Agent
COAM

FOR THE EMPLOYER:

Karen L. Bathanti, Director
Human Resources and Labor Relations
Anthony M. Wickersham
Macomb County Sheriff

DATED: 12-1-17
## COAM SWORN SALARY SCHEDULE
**EFFECTIVE JANUARY 1, 2017 - DECEMBER 31, 2017**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lieutenant</td>
<td>$78,038.01</td>
<td>$84,733.18</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$70,943.63</td>
<td>$77,030.16</td>
</tr>
<tr>
<td>Sergeant I</td>
<td>$64,494.22</td>
<td>$70,027.42</td>
</tr>
</tbody>
</table>

Effective January 1, 2017, the parties agree to establish a wage differential of 16.56% between the classifications of Deputy and Sergeant I.

The ten percent (10%) differential between ranks within the bargaining unit will continue to be the determining factor in increases reflected in the above salary schedule, granted to employees covered by this Agreement.

## COAM NON-SWORN SALARY SCHEDULE
**EFFECTIVE SEPTEMBER 1, 2017 - DECEMBER 31, 2017**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrections Lieutenant</td>
<td>$78,038.01</td>
<td>$83,107.56</td>
</tr>
<tr>
<td>Corrections Sergeant</td>
<td>$70,943.63</td>
<td>$75,552.33</td>
</tr>
<tr>
<td>Communications Administrator</td>
<td>$70,943.63</td>
<td>$75,552.33</td>
</tr>
<tr>
<td>Corrections Sergeant I</td>
<td>$64,494.22</td>
<td>$68,683.94</td>
</tr>
<tr>
<td>Dispatch Supervisor</td>
<td>$52,529.54</td>
<td>$55,942.00</td>
</tr>
</tbody>
</table>

Except for the classification of Dispatch Supervisor and Communications Administrator, the ten percent (10%) differential between ranks within the bargaining unit will continue to be the determining factor in increases reflected in the above salary schedule, granted to employees covered by this Agreement.

A lump sum payment of $2,100.00 was paid on the 2nd pay in September 2017 for the 2017 calendar year.
COAM SWORN SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2018 - DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lieutenant</td>
<td>$78,038.01</td>
<td>$84,733.18</td>
</tr>
<tr>
<td>Sergeant</td>
<td>$70,943.63</td>
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</tr>
<tr>
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<td>$64,494.22</td>
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</tr>
</tbody>
</table>

Effective January 1, 2017, the parties agree to establish a wage differential of 16.56% between the classifications of Deputy and Sergeant I.

The ten percent (10%) differential between ranks within the bargaining unit will continue to be the determining factor in increases reflected in the above salary schedule, granted to employees covered by this Agreement.

COAM NON-SWORN SALARY SCHEDULE
EFFECTIVE JANUARY 1, 2018 - DECEMBER 31, 2018

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrections Lieutenant</td>
<td>$79,598.77</td>
<td>$84,769.71</td>
</tr>
<tr>
<td>Corrections Sergeant</td>
<td>$72,362.50</td>
<td>$77,063.38</td>
</tr>
<tr>
<td>Communications Administrator</td>
<td>$72,362.50</td>
<td>$77,063.38</td>
</tr>
<tr>
<td>Corrections Sergeant I</td>
<td>$65,784.10</td>
<td>$70,057.62</td>
</tr>
<tr>
<td>Dispatch Supervisor</td>
<td>$53,580.13</td>
<td>$57,060.84</td>
</tr>
</tbody>
</table>

Except for the classification of Dispatch Supervisor and Communications Administrator, the ten percent (10%) differential between ranks within the bargaining unit will continue to be the determining factor in increases reflected in the above salary schedule, granted to employees covered by this Agreement.

A lump sum payment of $1,000.00 will be paid the 2nd pay in December 2017 for the 2018 calendar year.
## COAM SWORN SALARY SCHEDULE
**EFFECTIVE JANUARY 1, 2019 - DECEMBER 31, 2019**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
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</thead>
<tbody>
<tr>
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<td>$78,038.01</td>
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<td>Sergeant</td>
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<td>$77,030.16</td>
</tr>
<tr>
<td>Sergeant I</td>
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Effective January 1, 2017, the parties agree to establish a wage differential of 16.56% between the classifications of Deputy and Sergeant I.

The ten percent (10%) differential between ranks within the bargaining unit will continue to be the determining factor in increases reflected in the above salary schedule, granted to employees covered by this Agreement.

## COAM NON-SWORN SALARY SCHEDULE
**EFFECTIVE JANUARY 1, 2019 - DECEMBER 31, 2019**

<table>
<thead>
<tr>
<th>CLASSIFICATION</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corrections Lieutenant</td>
<td>$80,394.76</td>
<td>$85,617.41</td>
</tr>
<tr>
<td>Corrections Sergeant</td>
<td>$73,086.13</td>
<td>$77,834.01</td>
</tr>
<tr>
<td>Communications Administrator</td>
<td>$73,086.13</td>
<td>$77,834.01</td>
</tr>
<tr>
<td>Corrections Sergeant I</td>
<td>$66,441.94</td>
<td>$70,758.20</td>
</tr>
<tr>
<td>Dispatch Supervisor</td>
<td>$54,115.93</td>
<td>$57,631.45</td>
</tr>
</tbody>
</table>

Except for the classification of Dispatch Supervisor and Communications Administrator, the ten percent (10%) differential between ranks within the bargaining unit will continue to be the determining factor in increases reflected in the above salary schedule, granted to employees covered by this Agreement.

*2019 Wage Reopener on Classification and Compensation Study*
Appendix A

Active Employee Benefits
### Important Questions

<table>
<thead>
<tr>
<th>Important Questions</th>
<th>Answers</th>
<th>Why This Matters</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>What is the overall deductible?</strong></td>
<td>$1,500 Individual/$3,000 Family</td>
<td>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.</td>
</tr>
<tr>
<td><strong>Are there other deductibles for specific services?</strong></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><strong>Is there an out-of-pocket limit on my expenses?</strong> (May include a co-insurance maximum)</td>
<td>$6,350 Individual/$12,700 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 cost of covered services. This limit helps you plan for health care expenses.</td>
</tr>
<tr>
<td><strong>What is not included in the out-of-pocket limit?</strong></td>
<td>Premiums, balance-billed charges, any pharmacy penalty 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><strong>Is there an overall annual limit on what the plan pays?</strong></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><strong>Does this plan use a network of providers?</strong></td>
<td>Yes. For a list of in-network providers, see <a href="http://www.bcbsm.com">www.bcbsm.com</a> or call the number on the back of your BCBSM ID card.</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><strong>Do I need a referral to see a specialist?</strong></td>
<td>No.</td>
<td>You can see the specialist you choose without permission from this plan.</td>
</tr>
<tr>
<td><strong>Are there services this plan doesn’t cover?</strong></td>
<td>No.</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>

**Group Number 007000448-0033**

Questions: Call the number on the back of your BCBSM ID card or visit us at 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 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**.

### Common Medical Event

<table>
<thead>
<tr>
<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>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>Primary care visit to treat an injury</td>
<td>$40 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td>or illness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Specialist visit</td>
<td>$40 co-pay</td>
<td>40% co-insurance after deductible</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other practitioner</td>
<td>$40 co-pay for chiropractic</td>
<td>Limited to a combined maximum of 24 visits per member per calendar year for chiropractic and osteopathic manipulative therapy.</td>
</tr>
<tr>
<td>office visit</td>
<td>and osteopathic manipulative</td>
<td></td>
</tr>
<tr>
<td>therapy</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preventive care/</td>
<td>No Charge</td>
<td>Not Covered</td>
</tr>
<tr>
<td>screening/immunization</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### If you have a test

<table>
<thead>
<tr>
<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>In-Network Provider</td>
<td>Out-of-Network Provider</td>
</tr>
<tr>
<td>Diagnostic test (x-ray, blood work)</td>
<td>20% co-insurance after deductible</td>
<td>---none---</td>
</tr>
<tr>
<td>Imaging (CT/PET scans, MRIs)</td>
<td>20% co-insurance after deductible</td>
<td>---none---</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### If you need drugs to treat your illness or condition

| Services You May Need                  | Your cost if you use a            | Limitations & Exceptions                                      |
|                                        | In-Network Provider | Out-of-Network Provider                                      |
|                                        |                     |                                                                 |
| Generic or select prescribed           | $7 co-pay for retail 30-day      | For information on women's contraceptive coverage, contact your plan administrator. 90-day supply not covered out-of-network. Specialty drugs limited to a 15 or 30-day supply per fill. |
| over-the-counter drugs                 | supply; $14 co-pay for retail or mail order 90-day supply |                                                                 |
| Preferred brand-name drugs             | $35 co-pay for retail 30-day      |                                                                 |
|                                        | supply; $70 co-pay for retail or mail order 90-day supply |                                                                 |
|                                        | In-Network co-pay plus an         | 90-day supply not covered out-of-network. Specialty drugs limited to a 15 or 30-day supply per fill. |
|                                        | additional 25% of the approved    |                                                                 |
|                                        | amount                           |                                                                 |
|                                        |                                  |                                                                 |

---

**More information about prescription drug coverage is available at www.bcbsm.com/druglists**
<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 have outpatient surgery</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</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></td>
<td>Home health care</td>
<td>20% co-insurance after deductible</td>
<td>20% co-insurance after deductible</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>If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator</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>

If you need help recovering or have other special health needs:
### 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>Service</th>
<th>Service</th>
<th>Service</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acupuncture</td>
<td>Hearing aids</td>
<td>Routine eye care (Adult)</td>
<td>Routine foot care</td>
</tr>
<tr>
<td>Cosmetic surgery</td>
<td>Infertility treatment</td>
<td>Routine foot care</td>
<td>Weight loss programs</td>
</tr>
<tr>
<td>Dental care (Adult)</td>
<td>Long-term care</td>
<td></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>Service</th>
<th>Service</th>
<th>Service</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bariatric surgery</td>
<td>Coverage provided outside the United States.</td>
<td>Non-Emergency care when traveling outside the</td>
<td>Private Duty Nursing</td>
</tr>
<tr>
<td>Chiropractic Care</td>
<td>See <a href="http://provider.bcbs.com">http://provider.bcbs.com</a></td>
<td>U.S.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>If you are also covered by an account-type</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>plan such as an integrated health flexible</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>spending arrangement (FSA), health</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>reimbursement arrangement (HRA), and/or a</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>health savings account (HSA), then you may</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>have access to additional funds to help</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>cover certain out-of-pocket expenses — like</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>the deductible, co-payments, or co-insurance,</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>or benefits not otherwise covered</td>
<td></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.ccio.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/ofir 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 mamimili na nakalagay sa likod ng iyong pagkakakilanlan kard o sa paunangaw ito.
CHINESE (中文): 要获取中文帮助，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): Taadineji'keego shii'kaa'ahdool'wool ninizin'go, beesh behane’e naal'tsoos bikiin sin'dahii'ge biniid'deehgo eeb'doodago di’naaltssoo bikaaii'go bichi'hoodilii.
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.

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

### 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><strong>$7,540</strong></td>
</tr>
</tbody>
</table>

#### Patient pays:

- **Deductibles:** $1,500
- **Co-pays:** $10
- **Co-insurance:** $730
- **Limits or exclusions:** $150
- **Total:** $2,390

### 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><strong>$5,400</strong></td>
</tr>
</tbody>
</table>

#### Patient pays:

- **Deductibles:** $1,500
- **Co-pays:** $440
- **Co-insurance:** $120
- **Limits or exclusions:** $80
- **Total:** $2,140
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.
<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. 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/eshs/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></td>
<td>In Network</td>
<td>Out of Network</td>
</tr>
<tr>
<td>if you visit a health</td>
<td>Primary care visit to treat an injury or</td>
<td>$20 co-pay/visit</td>
<td>Not covered</td>
</tr>
<tr>
<td>care provider's</td>
<td>illness</td>
<td></td>
<td></td>
</tr>
<tr>
<td>office or clinic</td>
<td></td>
<td></td>
<td></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</td>
<td>Tier 1 - Formulary Preferred (Mostly Generic)</td>
<td>$10/30 days</td>
<td>Not covered</td>
</tr>
<tr>
<td>treat your illness or</td>
<td>Tier 2 - Formulary Brand</td>
<td>$25/30 days</td>
<td>Not covered</td>
</tr>
<tr>
<td>condition</td>
<td>Tier 3 - Non-Formulary</td>
<td>$50/30 days</td>
<td>Not covered</td>
</tr>
<tr>
<td>More information about</td>
<td>Specialty drugs</td>
<td>Tiered co-pays listed above</td>
<td>Not covered</td>
</tr>
<tr>
<td>prescription drug</td>
<td></td>
<td>apply</td>
<td></td>
</tr>
<tr>
<td>coverage is available</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>at <a href="http://www.bcbsm.com/custo">www.bcbsm.com/custo</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>mduglist</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>If you have outpatient</td>
<td>Facility fee (e.g., ambulatory surgery</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
<tr>
<td>surgery</td>
<td>center)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Physician/surgeon fees</td>
<td>No charge</td>
<td>Not covered</td>
</tr>
</tbody>
</table>

See "Outpatient surgery facility fee"
<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>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></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>You have a hospital stay</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>You have mental health, behavioral health, or substance abuse needs</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>
<tr>
<td>Common Medical Event</td>
<td>Services You May Need</td>
<td>Your Cost if You Use Providers</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</td>
<td>Out of Network</td>
</tr>
<tr>
<td></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></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 (This isn’t a complete list. Check your policy or plan document for other excluded services.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Acupuncture</td>
</tr>
<tr>
<td>• Cosmetic surgery</td>
</tr>
<tr>
<td>• Dental Care (Adult)</td>
</tr>
<tr>
<td>• Elective Abortion</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<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>• Bariatric surgery</td>
</tr>
<tr>
<td>• Chiropractic care</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.ccio.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 (MICAP), 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>Service</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><strong>$7,540</strong></td>
</tr>
</tbody>
</table>

**Patient pays:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</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>
<tr>
<td><strong>Total</strong></td>
<td><strong>$170</strong></td>
</tr>
</tbody>
</table>

### 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>Category</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><strong>$5,400</strong></td>
</tr>
</tbody>
</table>

**Patient pays:**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</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>
<tr>
<td><strong>Total</strong></td>
<td><strong>$680</strong></td>
</tr>
</tbody>
</table>

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.

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.
## Important Questions

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</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, $8,600 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 or 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 member’s assigned network for selected services. Referrals or oral approvals are required in other instances. Further information on the referral process can be found at <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.

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**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 high 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>&quot;Your cost if you use an In-Network Provider&quot;</th>
<th>&quot;Your cost if you use an Out-of-Network Provider&quot;</th>
<th>Limitations &amp; Exceptions</th>
</tr>
</thead>
<tbody>
<tr>
<td>If you visit a health care provider of choice</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>If you visit a health care provider of choice</td>
<td>Specialist visit</td>
<td>$40 copay per visit</td>
<td>Not Covered</td>
<td>None</td>
</tr>
<tr>
<td>If you visit a health care provider of choice</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>If you have a test</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>If you have a test</td>
<td>Imaging (CT/PET 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 copay; Mail Order: 90 day supply for both eligible maintenance and non-maintenance drugs at 2 copay</td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Preferred brand drugs</td>
<td>$40 copay/ prescription (retail)</td>
<td>Not Covered</td>
<td></td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Non-preferred brand drugs</td>
<td>$60 copay/ prescription (retail)</td>
<td>Not Covered</td>
<td></td>
</tr>
<tr>
<td>If you need drugs to treat your illness or condition</td>
<td>Specialty drugs</td>
<td>$60 copay/ prescription (retail)</td>
<td>Not Covered</td>
<td>Specialty drugs not available at 90 day or mail order</td>
</tr>
</tbody>
</table>

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QR-11441 Any
<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 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></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></td>
<td>Emergency medical transportation</td>
<td>No Charge</td>
<td>No Charge</td>
<td>Emergency Transportation Only</td>
</tr>
<tr>
<td></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></td>
<td>Physician/surgeon fee</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>None</td>
</tr>
<tr>
<td></td>
<td>Mental/Behavioral health 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></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></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></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 have mental health, behavioral health, or substance abuse treatment</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></td>
<td>Delivery and all inpatient services</td>
<td>No Charge</td>
<td>Not Covered</td>
<td>Some services require prior authorization.</td>
</tr>
</tbody>
</table>

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<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 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 outpatient 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 services 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 exams.</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>
<tr>
<td></td>
<td>Dental check up</td>
<td>Not Covered</td>
<td>Not Covered</td>
<td>None</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/sbsa/pdf/SBCUniformGlossary.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>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chiropractic Care</td>
</tr>
<tr>
<td>Long-Term Care</td>
</tr>
<tr>
<td>Routine Foot Care (Only if meets plan guidelines)</td>
</tr>
<tr>
<td>Cosmetic Surgery</td>
</tr>
<tr>
<td>Non-Emergency Care When Traveling Outside the U.S.</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>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bariatric Surgery (Only if meets plan guidelines)</td>
</tr>
<tr>
<td>Infertility Treatment</td>
</tr>
<tr>
<td>Weight Loss Programs</td>
</tr>
<tr>
<td>Hearing Aids</td>
</tr>
<tr>
<td>Routine Eye Care (Adult)</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.
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.ccio.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.ccio.cms.gov. Additionally, a consumer assistance program can help you file your appeal. Contact Michigan Health Insurance Consumer Assistance Program (MIHICAP), Michigan Department of Health and Human Services at 1-800-824-1147, website: http://michigan.gov/difs or e-mail difs-miacap@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.

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 helps you see how deductibles, copayments, 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.

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.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 1-800-422-4641 to request a copy.
Questions and answers about the Coverage Examples:

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.

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 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.

✗ 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.
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>Service</th>
<th>Delta Dental PPO Dentist</th>
<th>Delta Dental Premier Dentist</th>
<th>Nonparticipating Dentist</th>
</tr>
</thead>
<tbody>
<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>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>Re-lines and Repairs – to bridges, implants, and dentures</td>
<td>80%</td>
<td>75%</td>
<td>75%</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 dependent unmarried children to the end of the month in which they turn 26 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 dependent children may be enrolled on both applications as well. Delta Dental will coordinate benefits.

Benefits will cease as determined by Macomb County.

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 517-706-3513. 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 509F, 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/file/index.html.

KUDES: Nëse fitni shqip, për ju ka në dispozicion shërbime të asistencës gjithësore, pa pageshë.
Telefononi në 1-800-524-0149 (TTY: 711).

انتهاء: إذا كنت تتحدث اللغة العربية، تتوفر خدمات المساعدة اللغوية مجانا بالنسبة لك. تصل على الهاتف رقم 1-800-524-0149.

বাংলা দিন: আপনি যদি বাংলা ভাষায় কথা বলেন, তাহলে ভারতের সরকারি পরিষেবাধীন, আপনার জন্য বিবাহী শাস্তিকর ব্যবস্থা থাকে। ফোন করুন 1-800-524-0149 (TTY: 711).

 знает: Если вы говорите на русском языке, вам предоставляются услуги помощи. Вы можете позвонить на номер 1-800-524-0149.

XIYYEEFFANNA: Afaan dubbattu Oroomiffa, tajaajila gargaarsa afaanii, kanfaltiichaana ala, ni argama. Bilbilaa 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 हिंदी बोलते हैं, तो भाषा सहायता सेवाएँ, आप के लिए निष्कुल 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.

विशेष लिखित: ते उर्दू भाषा बोलने वाले, उन्हें एक भाषातली मद्दत देने को खुश निश्चल उपलब्ध है। करें 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 vorbiţi limba română, vă stau la dispoziţie servicii de asistenţă lingvistică, gratuit. Sunaţi 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 (телетайп: 711).


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

УБАГА! Якщо ви розмовляєте українською мовою, ви можете звернутися до безкоштовної служби мовної підтримки. Телефонуйте за номером 1-800-524-0149 (телетайп: 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><strong>$5.00</strong></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.

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

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<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 bicuspidson 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>
</tbody>
</table>

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.

| 39 | Prophylactic removal of impactions (asymptomatic nonpathological). |

| 40 | Specialist consultations for noncovered benefits. |
| 41 | Dental expenses incurred with any dental procedure started prior to the enrollee's eligibility. |
| 42 | Services rendered by a dentist beyond the scope of his/her license. |
| 43 | 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. |
| 44 | Charges for duplication of radiographs. |
| 45 | Charges for temporary appliances. |
| 46 | Charges for experimental or investigational services or supplies. |
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 from the point of banding due to lack of patient cooperation. For cases extending past 24 months, the Covered Person will be charged a monthly fee that is prorated at the Orthodontist's Submitted Fees.</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
### Macomb County Vision Plan

<table>
<thead>
<tr>
<th></th>
<th>In Network</th>
<th>Out-of-Network Reimbursement</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Examination</strong></td>
<td><strong>12 months</strong></td>
<td><strong>12 months</strong></td>
</tr>
<tr>
<td>Frequency</td>
<td><strong>Covered in Full</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Basic Lenses (Plastic/Glass)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frequency</td>
<td><strong>12 months</strong></td>
<td><strong>12 months</strong></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 182</td>
<td>Covered in Full</td>
<td>$0</td>
</tr>
<tr>
<td>Lens Options</td>
<td>20% Discount</td>
<td></td>
</tr>
<tr>
<td><strong>Frames</strong></td>
<td><strong>12 months</strong></td>
<td><strong>12 months</strong></td>
</tr>
<tr>
<td>Frequency</td>
<td><strong>Covered in Full</strong></td>
<td></td>
</tr>
<tr>
<td>Standard Designer</td>
<td>$80 allowance</td>
<td>$65</td>
</tr>
<tr>
<td><strong>Contact Lenses</strong></td>
<td><strong>12 months</strong></td>
<td><strong>12 months</strong></td>
</tr>
<tr>
<td>Frequency</td>
<td><strong>Medically Necessary Lenses</strong> Covered in Full</td>
<td>$210 allowance*</td>
</tr>
<tr>
<td></td>
<td><strong>Elective Lenses</strong> $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

Rev 9/2015
LETTER OF UNDERSTANDING

between

THE COUNTY OF MACOMB

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)

ALCOHOL AND DRUG REHABILITATION

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

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

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

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

FOR THE UNION:

Sergeant Matthew Murphy

Lieutenant Jeffrey Gornicki

Lieutenant Lawrence Duda

Sergeant Philip Abdoo

Lieutenant Timothy McFadden

James Vignanelli, Business Agent

COUNTY OF MACOMB:

Karen L. Bathanti, Director
Human Resources and Labor Relations

Anthony M. Wickersham
Macomb County Sheriff

Dated: 12-1-17
LETTER OF UNDERSTANDING

between

THE COUNTY OF MACOMB

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN (COAM)

WEAPONS

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

To Whom It May Concern:

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

MAKE: ___________________________ MODEL: ___________________________

Your cooperation in this matter is appreciated.

______________________________
Sheriff, Macomb County, Michigan

FOR THE UNION:

Sergeant Matthew Murphy

Lieutenant Jeffrey Gormicki

Lieutenant Lawrence Duda

Sergeant Philip Abdoo

Lieutenant Timothy McFadden

James Tigranelli

COUNTY OF MACOMB:

Karen L. Bathanti, Director
Human Resources and Labor Relations

Anthony M. Wickersham
Macomb County Sheriff

Dated: 12-1-17
MEMORANDUM OF UNDERSTANDING

Regarding

DEFERRED RETIREMENT OPTION PLAN

FOR MEMBERS OF POLICE OFFICERS LABOR COUNCIL

REPRESENTING COMMAND OFFICERS

A. 

Background: The Police Officers Labor Council is a labor organization representing some employees of the Macomb County Office of the Sheriff, including Lieutenants, Sergeants, Sergeants I, Corrections Lieutenants, Corrections Sergeants, Corrections Sergeants I and Dispatch Supervisor. The union has bargained with the Macomb County Board of Commissioners 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 Command Officers 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 Sectio 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.

Effective August 20, 2010, for new entries into DROP, upon reaching the five (5) year maximum DROP participation period, the DROP participant shall terminate his/her employment.

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 Board of Commissioners. Such application shall be reviewed by the Human Resources 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 example 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>08 Int.</td>
<td>$70</td>
<td>$84</td>
<td>$98</td>
<td>$112</td>
<td>$126</td>
<td>$140</td>
<td>$164</td>
<td>$182</td>
<td>$182</td>
<td>$210</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>
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<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>$84</td>
<td>$98</td>
<td>$112</td>
<td>$126</td>
<td>$140</td>
<td>$164</td>
<td>$182</td>
<td>$182</td>
<td>$210</td>
<td>$210</td>
<td>$224</td>
</tr>
<tr>
<td>10 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>10 Int.</td>
<td>$238</td>
<td>$262</td>
<td>$266</td>
<td>$280</td>
<td>$294</td>
<td>$308</td>
<td>$322</td>
<td>$336</td>
<td>$350</td>
<td>$364</td>
<td>$370</td>
<td>$392</td>
</tr>
<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>
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<td>$518</td>
<td>$532</td>
<td>$546</td>
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<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>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<td>$4,800</td>
<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>
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<td>$700</td>
<td>$714</td>
<td>$728</td>
</tr>
<tr>
<td>13 Drop</td>
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<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>13 Int.</td>
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<td>$758</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 (.035 divided by 365) times (number of days after July 1, 2013 the $288,000 plus interest is distributed to DROP participant). If distributed on August 1, 2013, the interest amount shall be $840.

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

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

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

2) A lump sum direct rollover to another qualified plan to the extent allowed by federal law and in accordance with any procedures established by the Macomb County Board of Commissioners 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:

Sergeant Matthew Murphy

Lieutenant Jeffrey Bornicki

Lieutenant Lawrence Duda

Sergeant Philip Abdoo

Lieutenant Timothy McFadden

James Tignanelli, Business Agent
COAM

FOR THE EMPLOYER:

Karen L. Bathanti, Director
Human Resources and Labor Relations

Anthony M. Wickersham
Macomb County Sheriff

DATED: 12-1-17
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 Command Officers Association of Michigan (COAM) 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:

Matthew Murphy
Sergeant

Jeffery Gornicki
Lieutenant

Lawrence Duda
Lieutenant

Philip Abdoo
Sergeant

Timothy McFadden
Lieutenant

James Tignanelli, Business Agent
COAM

FOR THE EMPLOYER:

Karen L. Bathanti, Director
Human Resources and Labor Relations

Anthony M. Wickersham
Macomb County Sheriff

DATED: 12-1-17