COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF LINCOLN PARK

AND

LINCOLN PARK POLICE COMMAND OFFICERS ASSOCIATION

November 1, 2014 – June 30, 2017

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ARTICLE I – AGREEMENT

This Agreement is made and entered into by and between the City of Lincoln Park, a municipal corporation, hereinafter referred to as the CITY, and the Lincoln Park Police Command Officers Association, hereinafter referred to as the ASSOCIATION.

This Agreement and such supplementary agreements as may be agreed upon hereunder from time to time, together constitute a Collective Bargaining Agreement between the City and the Association, in accordance with the provisions with the Public Employment Relations Act, as amended by Public Action of 1969 (Michigan Compiled Law, Section 423.231) and PA 436.

ARTICLE II - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to salaries, hours and other conditions of employment, to promote orderly and peaceful labor relations in the mutual interest of the City of Lincoln Park and the Police Command Officers of the Lincoln Park Police Department.

To these ends, the City and Command Officers encourage, to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all members of the Lincoln Park Police Command Officers Association.

ARTICLE III- RECOGNITION

The City hereby recognizes the Lincoln Park Police Command Officers Association as the sole and exclusive bargaining representative for all Sergeants and Lieutenants of the Lincoln Park Police Department for the purposes of collective bargaining, in respect to rates of pay, hours of employment and other terms and conditions of employment, both economic and non-economic for all members, as defined in the Public Employment Relations Act, (Act 379 of Public Act of 1965).

ARTICLE IV- RESPONSIBILITY OF THE CITY

(a) The City has the sole right to manage the Police Department, including the right to maintain order and efficiency; and, this right may be delegated in accordance with the provisions of the City Charter and City Ordinances and PA 436.

(b) The Association recognizes other rights and responsibilities belonging solely to the City, prominent among which, but by no means wholly inclusive, are the rights to determine the location and number of stations, the manner in which the stations are to be operated, the equipment to be used, the manner in which work is to be performed and the number and type of personnel to be employed and the assignment of their duties.

c) The Association recognizes the right of the City to make such reasonable Departmental Orders, as it may from time to time deem best for the purpose of maintaining order and safety and/or effective operation of the City's Police Department and to require compliance therewith by the members.

(d) All Departmental Orders having continuing effect are to be issued to each Association Member as a permanent record to be maintained by each member in a loose-leaf binder supplied for that purpose by the Commission.

(e) The 436 rights mentioned in this agreement only apply while PA 436 applies.

ARTICLE V – ASSOCIATION SECURITY - AGENCY SHOP

(a) The City agrees not to interfere with the rights of employees to become members of the Association, and there shall be no discrimination, interference, restraint or coercion by the City, or any City representative, against any member because of Association membership or because of any member's activity in any official capacity on behalf of the Association.

(b) The City agrees to deduct from the wages of any Officer who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that said form shall be executed by the member. The written authorization for Association dues deduction shall remain in full force and effect during the period and for the duration of this Agreement. This authorization shall be irrevocable.

(c) Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount equal to the regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Association unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during each 30 day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

(d) The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless the non-member desires to become a member. If he wishes to become a member, he may re-execute a new deduction form indicating that fact.

(e) All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each employee and the Association hereby authorizes the City to rely upon and to honor certification by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such

amounts of Association dues and service fees, which dues and service fees shall be sent reasonably promptly to the Treasurer of the Association, via first class mail or hand delivery.

(f) The City shall collect dues and representation fees assessed by the Association as agent of the Association. The City shall have no right or interest whatsoever in the funds at any time after they have been deducted from paychecks. Remittance to the Association shall be made within a reasonable time in accordance with past practice.

(g) The City shall refund to members dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from the next remittance to the Association.

ARTICLE VI - DEFINITIONS

1) **Charter** - means the Charter, City of Lincoln Park.

2) **Chief** - means Chief of Police

3) **City** - means City of Lincoln Park

4) **Collective Bargaining Agent** - means Lincoln Park Police Command Officers Association.

5) **Command Officer** - any rank above Detective

6) **Commanding Officer** - means the highest ranking senior officer of the Department on duty, as defined in number 23

7) **Association** - means the Lincoln Park Police Command Officers Association

8) **Council** - means Council of the City of Lincoln Park

9) **Department** - means the Lincoln Park Police Department

10) **LPPCOA** - Lincoln Park Police Command Officers Association

11) **Member** - means all Sergeants and Lieutenants who are included in the bargaining unit represented by the LPPCOA

12) **Representative** - means any elected Association official of the Lincoln Park Police Command Officers Association

13) **Service - or Length of Service** - shall include service with the Police Department of the City of Lincoln Park

14) **Seniority** - shall be determined by computing the time that such member has actually served as an active member of the Department, except that those who served in the Armed Forces on military leaves of absence from the Department shall be credited with time covering such service.

15) **Base Rate -** is to be used for computing hours of pay for payment other than normal annual salary, such as overtime

16) **Department Order** - means orders issued by proper authority of Department executives governing the actions of police officers, referred to as General Orders and Special Orders, and shall include the Rules & Regulations of the Department

17) **FMCS** - means Federal Mediation Conciliation Service

18) **Grievance** - means a grievance presented by the Lincoln Park Police Command Officers Association

19) **Grievance Committee** - means the Executive Board of the Lincoln Park Police Command Officers Association for all purposes set forth herein

20) **Parties** - representatives of the Lincoln Park Police Command Officers Association and equal representatives of the City of Lincoln Park

21) The term **MEMBER or OFFICER** when used hereinafter shall include all male and female members represented by the Association in the bargaining unit as above defined. Gender based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both.

22) **Seniority by Rank** - shall mean commencing from the date that the member is appointed to said rank. Where two or more members are promoted on the same date, the member highest on the eligibility list shall have the higher seniority by rank

23) **Officer** - means all Lieutenants and Sergeants

24) **Attrition** - the loss of personnel due to promotions out of the bargaining unit, due to retirements, deaths, layoff or resignation.

25) **POLC** - Police Officers Labor Council

26) **EMERGENCY MANAGER** – The individual appointed by the State of Michigan pursuant to PA 436.

27) **RETIREMENT** – For the purposes of vacation, leave and sick time payout or any other purpose under this contract retirement shall be defined as the attainment of age fifty (50) with twenty-five or more years of service or after twenty-eight years of service regardless of age, as well as duty disability retirees and vested members who are present members of the bargaining who are retiring due to mandatory age restrictions who reach age sixty (60) with at least eighteen years of service time.

ARTICLE VII - WAGES

Section 1 – Wages

Effective 2013 the base wage of all members were decreased by 5%.

Lieutenant	$65,783.29
Sergeant	$60,723.03

Effective January 1, 2016 the members received a 3% wage increase.

Lieutenant	$67,756.79
Sergeant	$62,544.78

Section 2 - Out of Class Pay

The City will pay out of class pay after a member is officially assigned to perform the duties of a higher rank. For purposes of this section, if any Sergeant is assigned to perform the duties of any Lieutenants, he shall be compensated at the base rate of pay of Lieutenant's position. If a Lieutenant is assigned to perform the duties of any higher rank, he shall also be compensated at the higher rate of pay for that higher rank. Provided, however, that such "out of class pay" shall not commence until such assignment has exceeded thirty (30) calendar days.

ARTICLE VIII - HOURS OF WORK, OVERTIME, CALL BACK, STAND BY

Section 1 - Hours of Work:

The Uniform Command Sergeants operate on eight (8) hour permanent shifts. This schedule is referred to as a 6-2 schedule (rotating days off) with every fifth and sixth weekends being three (3) day weekends.

Days	7:00 a.m. – 3:00 p.m.
Afternoons	3:00 p.m. – 11:00 p.m.
Midnights	11:00 p.m. – 7:00 a.m.

Effective October 1, 2011, Uniform Command Sergeants will operate on a twelve hour schedule with two shifts and four platoons.

(a) A daily tour of duty for Uniform Sergeants shall consist of a period of twelve (12) consecutive hours.

(1) Day Shift - Platoons A/C - (4) Uniform Patrol Sergeants 7:00 a.m. - 7:00 p.m.
(2) Midnight Shift-Platoons B/D - (4) Uniform Patrol Sergeants 7:00 a.m. - 7:00 p.m.

The twelve (12) hour schedule for each platoon Uniform Sergeant will be; WORK 2 - OFF 2, WORK 3 - OFF 2, WORK 2 - OFF 3. Each Uniform Sergeant will have every other weekend off and will work seven (7) out of fourteen (14) days within a two week pay period totaling 84 hours. For compensation of the additional four (4) hours worked in each pay period, each Uniform

Sergeant will be granted twelve (12) ADO's (Additional Days Off) per fiscal year. This is done in lieu of receiving monetary compensation for the additional hours worked.

The Uniform Sergeants will be able to use these twelve (12) ADO's during any time throughout the fiscal year provided there is sufficient manpower to do so. Uniform Sergeants may not create overtime by using ADO's unless it is approved by the Chief or his designee. Additional Days Off are non-compensable, except for the instance listed below.

In the event a uniform Sergeant is off on extended illness/injury which prevents another member from using their ADO's, the Chief or his designee will grant ADO's to the affected member even if it creates overtime or pay the affected member for the ADO's not used. In this situation, the remaining ADO's from the affected member may be converted into book time provided the 80 hour cap is not reached. Only one Uniform Sergeant on a platoon at a time will be granted an ADO unless given permission by the Chief or his designee. Should an ADO selected by a member be canceled by the Chief or his designee, the affected member will have the canceled ADO returned to him. In addition, if the ADO is cancelled within a 7 day period, the member will be paid at time and one half for that day.

In a daily tour of duty, all members will be allowed forty-five (45) minutes for a lunch break. All efforts shall be made to accommodate a member's lunch break, but in the instance it can not be accommodated, overtime pay will not be granted. In consideration for the above, each of the eight (8) Uniform Sergeants will receive one ADO on July 1st of each year. This one Additional Day Off cannot be cashed out or carried over from year to year. This day will only be used as a day off manpower permitting.

Effective 1/1/15, the City reserves the right to establish either eight (8) or twelve (12) hour shifts at its discretion. ADO's may be eliminated and replaced with straight time pay at the City's discretion.

(b) Special Operations Section - Any consecutive 8 hours between the hours of 6:00 p.m. to 4:00 a.m.

(c) Detective Shift - Any consecutive 8 hours between the 8:00 a.m. to 9:00 p.m.

With permission from the Chief, flexible hours may be determined by the Detective Bureau Lieutenant or his designee for the Special Operations Section and Detective Shift. Each platoon will have at least one command officer working at all times.

Through mutual consent of the Administration and the Association, members of Special Operations, Traffic Safety and the Detective Bureau will have two (2) consecutive days off with the exception of every other shift change, where on the first shift change he will have one (1) day off, but on the next shift change he will have three (3) days off in one week to compensate for the day lost.

(d) Roll Call - All members of the uniform platoons and detective bureau shall stand roll call fifteen (15) minutes prior to the start of their shifts. Highest ranking Command Officer to hold roll calls. In consideration of roll call duties employees shall receive (48) hours of command bonus time off credited on January 1st of each calendar year to be used by December 31st.

Employees shall not be eligible to take a command bonus day if it creates overtime. Under no circumstances shall this time accumulate. It must be used by completion of the year.

(e) Shift Rotation - No member shall involuntarily work more than two (2) consecutive months on any one shift nor more than three (3) consecutive months on any combined shifts in an attempt to exclude him from the day shift. Command Officers will go on permanent shifts at a time and date mutually agreed by the parties (See Article XXXV).

(f) Exchanging Shifts or Days Off - Members shall be allowed to exchange shifts and days off with approval of ranking officers.

(g) The City or Department may not change a member's day off, furlough schedule or switch a member to work another shift in order to avoid paying said member overtime, holiday premium pay or allow another member to take advantage of said overtime or holiday premium pay.

FORESEEABLE SHIFT SHORTAGE IN EXCESS OF 24 HOURS
When there is a foreseeable shift shortage in excess of 24 hours, however, junior members may be ordered by the Chief and/or his/her designee to cover the shortage, if it can not be filled by choice.

Section 2 - Overtime
(a) Overtime is any period of duty of a minimum of fifteen (15) minutes in excess of a member's daily tour of duty. Such excess period must follow the member's regularly scheduled daily tour of duty.

(b) All overtime shall be paid at the rate of one and one half (1-1/2) times for all time worked in excess of such daily tour plus applicable shift differential. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 AM Monday morning of pay week, shall be paid in that pay period. All overtime worked shall be turned in within fifteen (15) calendar days of the date worked. Failure to do so will result in overtime being paid in the following pay period.

(c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he elects to be paid for such overtime or place in book time; whereupon the record officer in charge shall enter the member's election in the records provided if they are eligible to do so under the criteria below.

(d) All present Book Time will be frozen and will not be replenished as used. For members who do not have 80 hours in their banks or when a member who presently has 80 hours or more falls below 80 hours, a member may utilize either furlough time or overtime to place in a bank to not exceed 80 hours at any one time. At the end of each fiscal year, any amounts left in this bank will be paid to the Employee and the Employee's bank will be zeroed out effective June 30th of each fiscal year.

Upon ratification, book time will be reinstated to a maximum of 80 hours per fiscal year. Use of this time may not cause overtime and is subject to Department manpower requirements.

(e) Periods of overtime which the member has elected to take as time off in lieu shall be at one and one half (1-1/2) times for all time worked and shall be allowed to accumulate and use or have paid

off up to eighty hours (80) hours per fiscal year effective upon ratification. This time may be cashed out twice a year. Taking of accumulated time shall be subject to minimum manpower requirements and at the discretion of the Police Chief and may not cause overtime. Upon ratification, book time will be reinstated to a maximum of 80 hours per fiscal year. Use of this time may not cause overtime and is subject to Department manpower requirements.

(f) Consistent with the above, periods of overtime which the member has elected to take in lieu of time off shall be at one and one half (1-1/2) times for all hours worked and for every eight (8) or twelve (12) hours (whichever is applicable) of time so accumulated, the member shall be entitled to take one (1) full day off. The member and the Department must agree as to when the time shall be taken, manpower permitting.

(g) Command Officers shall be granted the opportunity to select all extra days off at least five (5) days prior to non-command officer personnel.

(h) When a Command Officer shortage arises among uniformed Command personnel, it shall be filled by a Uniform Command Officer. When a Command Officer shortage arises among non-uniformed personnel, it shall be filled by a non-uniformed Officer.

(i) Overtime shall be offered on a rotating basis to a member with the least amount of accumulated overtime commencing with the member with the greatest seniority on the shift, in their platoon, division or bureau. In the event the overtime assignment cannot be filled within the shift, members beginning with the off going shift, with the least amount of accumulated overtime within their platoon, division or bureau shall be eligible to work.

(j) If the overtime assignment cannot be filled by choice, a member with the least amount of seniority as a Command Officer shall be ordered to work.

(k) If there is a member on furlough, sick leave, SDO, EPL, ADO or bereavement in conjunction with a member's day off, he will not be called in the event of a shift shortage.

Section 3 - Overtime Recording

(a) A duplicate overtime slip shall be placed in the overtime book, along with a list of members who were contacted and refused, to be recorded by an Association Official.

(b) Overtime hours worked shall be recorded in the book with BLACK ink. Overtime hours refused shall be chargeable and recorded in RED ink.

(c) Each year on July 1st, and annually thereafter, member's accumulated overtime shall be reverted to ZERO (0) in the Association Overtime Book.

(d) The City may replace with an Electronic Recording System.

Section 4 - Call Back

For the purpose of this section, "call back" is defined as the call back of a member after he has reported off duty and before his next following tour of duty. "Call back" further is defined to

include "on duty" status travel time up to ten minutes from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

A member shall be paid at one and one half (1-1/2) times for any call back with a minimum of four (4) hours if the call back exceeds one (1) hour. If less than one (1) hour, the member shall receive pay at one and one half (1-1/2) times for all time spent on said call back. "Call back" shall not be defined as including off duty court appearances (see Article XI). If a member has been recalled to duty and works up to and beyond the time set for his regular scheduled tour of duty, the recall rate shall terminate as of the hour which his regular tour of duty commences. The recall rate shall not be paid if a member's tour of duty extends continuously beyond his normal eight (8) or (12) hour tour.

Section 5 - Stand By

When a member is required to stand by for a possible call to duty, including a call to court, or for any other reason, he shall be entitled to one half (1/2) time pay for said period, four (4) hours being the minimum for which he shall be paid. On being called to duty while on stand by status, said member shall be paid at the rate of time and one half (1 1/2) subject to the provisions of the court time or call back time of the Agreement.

An employee assigned to the Detective Bureau on standby for the weekend (hours from 4:00 pm Friday to 8:00 am Monday) shall receive 4 hours straight time pay while on standby status. In addition, when called in, overtime shall be paid in accordance with the overtime provision as stated in Article VIII, Section 2 and Section 4.

ARTICLE IX - MEDICAL EXAMINATIONS

Section 1 – The City may, upon good cause being shown, request any Command Officer to submit to a physical, psychological or psychiatric examination. Such examinations may be requested of a member when, in the opinion of the City, the member's health or conduct interferes with the member's ability to perform the normal duties of Command Officer. Any member refusing to take a physical, psychological or psychiatric examination when so requested will be summarily suspended, without pay, until the physical, psychological or psychiatric examination has been completed. Members off work as a result of being ordered to submit to a physical, psychological or psychiatric examination shall receive the sick leave benefits under the contract until the matter has been resolved if they have the time.

Section 2 – Should any member, after a physical, psychological or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Command Officer, such member shall follow the workers compensation policy if work related, or placed on sick leave if non-duty related, and the individual has hours in his/her sick bank, until certified able to return to duty by a physician of the City's choosing.

The affected member may, at his own expense, obtain an independent medical, psychological or psychiatric examination by a physician of his own choosing. If the City's physician and the member's physician cannot agree as to the extent of disability to perform the normal duties of a Command Officer, a physician, mutually selected by the City's physician and the member's physician, shall cause an examination to be made, and his opinion shall be binding on both parties.

A member must return under this provision within one year or their seniority will be terminated.

Section 3 – The cost of any examination ordered by the Chief of Police, physical, psychological or psychiatric, shall be paid by the City. The result of such examination shall be made available to the Command Officer and/or his own physician, in addition to the City. The result of said examination shall not be made available to any other person, except by written authorization executed by the member.

ARTICLE X - SICK LEAVE USAGE POLICY

It is the joint goal of the City and the Lincoln Park Police Command Officers Association to eliminate any and all unauthorized or unnecessary sick leave among members and to prevent any abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the parties have agreed on certain guidelines.

Sick time is not vacation and may not be used for that purpose. Sick time may only be used when the member is sick.
Section 1 - Each employee shall earn a sick day per month whether the member is working or on any type of approved medical or FMLA leave. Sick time runs by fiscal year.

Effective July 1, 2011, members may have a maximum accumulation of 720 hours of sick time. Sergeants shall earn one twelve (12) hour sick time per month. Lieutenants shall earn eight (8) hours sick time per month. Thereafter, these sick hours will be earned whether the member is working or on any type of approved medical or FMLA leave. Sick time runs by fiscal year.

The Employer shall provide, and pay for a short/long term disability policy for employees which will provide 365 days of disability after a ninety (90) calendar day elimination period has been met. Employees shall receive 66-2/3% of monthly base wage not to exceed a monthly maximum of $5000. The Employer shall provide the Union with a copy of the valid policy.

Section 2 - Whenever a member shall call in sick more frequently than three (3) days in a calendar year, then and in that event, such member may be required to provide medical certification as to all future sick leave absences for the remainder of the fiscal year, as a condition precedent to being paid for such leave.

Section 3 - The City may choose to send the employee to a doctor of its choosing. The three day requirement will not apply where the member has demonstrated a pattern of abuse or the Chief has a reasonable suspicion that the member is abusing sick time.

Section 4 - Whenever a member becomes ill or injured while in the employ of another employer or while the member is self employed, and such injury or illness is compensable under the Michigan Workers' Disability Compensation Act, then, and in such event, the member shall not be eligible for sick leave benefits through the City. If a member is not eligible for Workers' Compensation benefits, then in such event he shall be eligible for City sick leave benefits. It shall be the obligation of the member to immediately report any off duty employment related injuries or illnesses. Until a determination is made that the injury or illness is work related by the

bureau of Workers' Disability Compensation, the member's sick leave request shall be honored. Upon determination that an illness or injury is work related, the member shall assign all Workers' Compensation paid for work loss benefits to the City, and shall be classified as disabled.

Section 5 - All members immediately upon the return from a sick leave absence, shall be required to fill out a sick leave form, which shall be provided by the City. Falsification of a sick leave form shall subject the member to disciplinary action.

Section 6 - Extended sick leave for the purposes of this paragraph is defined as in excess of sixty (60) calendar days consecutively taken off for sick leave. Any time a member is on extended sick leave, the City may employ a physician of the City's choosing and at the City's expense to examine such member for the purpose of determining the nature of the injury or illness. If the member is under the care or treatment of his own personal physician, the member may consent to the release of such medical information by his physician to the City.

Section 7 - If a member has a medical problem which in the opinion of a qualified physician is non-rehabilitative, the disposition shall be determined in accordance with the provisions of this Agreement and the City pension system.

Section 8 - Command Officers may be assigned light duty in accordance with the attending physician's restrictions as determined by the City. Depending upon the type of duty and shift assigned, officers assigned to light duty, may wear a shirt, tie and dress slacks in lieu of a uniform. The decision as to uniform or plain clothes shall be determined by the administration prior to an officer's return to work. To accommodate therapy the following is agreed to:

The work assigned to the member in any City Department will be at the City's discretion but will not be outside the Police Department.
Officers at their own choosing may remain on their respective shifts and attend therapy in conjunction with their work day.

Officers may choose an alternative shift such as days and attend therapy while on duty with the Chief's approval.

If an officer remains on his shift and attends therapy, he shall be credited with time spent at therapy as part of his work day. Officers must bring documentation as proof of attendance at therapy. If therapy is required by the doctors to expedite the member's return to work, and he/she refuses to attend, the member may be subject to department discipline.

No compensatory time will be paid for therapy sessions.

Light duty shall only be considered a regularly scheduled work day and attendance is mandatory. Leave time may be taken by a member if needed.

Section 9 – For officers injured on the job, if determined to be a work related injury, the City will compensate the difference between Workers Compensation and the base salary for a period of one year without loss of time. All employees must meet and cooperate with the requirements as set forth by the Workers Compensation Administrator. Employees must comply with all directives and orders of medical personnel, institutions or facilities.

Section 10 –
(a) There will be no sick sellback and sick leave buy back shall be eliminated. Sick time accumulation is capped at 720 hours. For the duration of the contract, members who retire will receive 50% of their sick leave bank with a maximum pay out of 360 hours.

(b) Effective the contract year beginning July 1, 2015, each employee will be paid for all sick time in excess of 720 hours. This payment shall be as a separate check.

Section 11 – Members who in any fiscal year use one sick day or less will receive $300 as sick leave incentive pay.

ARTICLE XI - COURT DUTY

Section 1 - Off Duty Court Attendance
(a) It shall be the duty of the member to notify the Court Clerk of his furlough period not less than seven (7) days prior to the beginning of such furlough period, unless in cases of extreme emergency.

(b) No member shall change his regularly scheduled shift or leave days, nor shall any member assume the duties of another in order to take advantage of premium pay for any court duties.

(c) No member reporting for court for an off duty court appearance shall be required to perform any duties after he has testified to fulfill the six (6) hours paid, except in the event the defendant is remanded to custody, the member when necessary shall be required to register (book) the prisoner.

(d) Officers required to attend local District Courts when off duty or after regular working hours may attend court in a uniform or suit coat and tie (provided this is approved by the presiding judge).

(e) For any off duty court appearance, each member shall receive time and one half (1 1/2) pay for all time required to be spent, with a minimum of four (4) hours pay at the base rate, except as provided in Section 2, hereof.

(f) If a member has out of city court which causes a shift shortage of command, overtime will be offered to fill the shortage. If the shortage is not filled, the junior most eligible member of the off going shift shall be ordered to work for no more than four hours.

In the event, a mid-night command officer has court, which prevents them from ascertaining eight (8) hours off before the start of their shift (7:00 p.m. – 7:00 a.m.), the lowest eligible member/Sergeant from the previous shift will be ordered to work for no more than four (4) hours.

Section 2 - Afternoon Shift Court Appearance
A member appearing in court within three hours of his afternoon work schedule shall receive time and one half up to his regular (afternoon) work schedule.

Section 3 - Additional Court Fees Received
If a member receives any fee, including subpoena fees from Circuit Court or Probate Court for his appearance in any court for which he is paid in accordance with Section 1 (e), those monies shall be turned over to the City.

Members, other than Detectives, shall be entitled to out of pocket expense incurred in the performance of their court duty, which shall include, but not necessarily be limited to, parking and lunch allowance. Said allowance shall be permitted only upon presentation of documentation as provided by the Standard Operating Procedures Policies passed by the Mayor and Council.

Section 4 - Signing Complaints Off Duty
If a member is called for the purpose of signing a complaint which does not require his court appearance and does not exceed one (1) hour, he shall receive time and one half (1 ½) for one (1) hour. If he exceeds one hour, he shall receive the rate of pay as provided in Section 1 (e) of this Article.

ARTICLE XII - COMPENSATED FRINGE BENEFITS

Section 1 - Holidays
(a) Should any of the above holidays fall on a member's regular work day, the member shall be compensated at time and one-half his regular base rate.

Christmas Day	Independence Day
New Years Day	Labor Day
Thanksgiving Day	Memorial Day

Section 2 - Gun Allowance
Each member shall be paid an allowance of four percent (4%) of his base pay for carrying his service revolver or other Departmental authorized weapon while not on active duty. The gun allowance shall be paid with the last pay of October each year on a separate check.

Section 3 - Longevity
Members shall receive the following annual longevity payments, based on the member's date of employment with the City:

Sergeant	Lieutenant
$500.52	$542.23

The longevity benefits shall be paid to Sergeants and Lieutenants utilizing the above formula based upon the respective Sergeant's or Lieutenant's own base wages. It is further agreed that longevity was frozen at the July 1, 1995 base wage and member's years of service. Longevity payments shall be made to each member in a separate check on the 15th or 30th of the month within the member's anniversary date.

Newly promoted members from the Patrol Bargaining Unit who were not eligible for longevity shall not have longevity upon promotion as stated above.

ARTICLE XIII – FRINGE BENEFITS

Section 1 - Medical Insurance

The City shall provide for all employees and eligible members of an employee's family, the following insurance coverage subject to the following provision: The City reserves the right to change these benefits at any time. Prior notification will be provided to the Union:

Blue Cross Blue Shield Community Blue PPO Plan 4, with a $20 office visit/chiropractic co-pay and a $150 emergency room co-pay. There is a $10.00 drug co-pay for generic prescriptions and $40.00 co-pay for non-generic prescriptions with MOPD2x. (See Attachment A, Community Blue PPO Plan 4 Benefits-at-a-Glance for summary of benefits.)

Effective July 1, 2015, the attached benefits were implemented by the City.

The City shall have the right to utilize self-insurance, wrap around plans, and/or change carriers. Members will be given a reasonable time to review the specific changes proposed. The City reserves the right at its discretion to change healthcare benefits. Notice will be provided to the union.

The City shall pay $350.00 per month to those employees who elect not to participate in said insurance program. Employees receiving this cash payment shall have the option to enroll in the health plan during the open enrollment period held each year or due to a qualifying event.

Premium Sharing: All members of the bargaining unit will pay twenty percent (20%) of the cost of their selection for them and their family of the overall premium share of health insurance, including taxes and fees.

Section 2 - Benefits upon Retirement

Members hired prior to July 1, 2010 were eligible for retiree healthcare after 25 years of service. Those benefits were eliminated for all members effective November 1, 2014. No retiree healthcare will be provided by the City thereafter.

The paragraphs below will no longer be applicable and were eliminated November 1, 2014 and members will be treated as if hired after July 1, 2010:

No longer applicable is the following:

"For employees eligible for retiree health insurance, upon retirement the member's premium rate will be locked into a fixed dollar amount equal to the premium share on their date of retirement. The city shall pay 4% of the retiree, eligible spouse and eligible dependents healthcare coverage for all years of service of the retired employee up to the maximum city contribution. Employees shall be responsible to pay to the city any premium differences on a monthly basis.

For eligible members of the bargaining unit who retire after October 4, 2013, Blue Cross Blue Shield Community Blue PPO Plan 4 will be the base plan at retirement consistent with the drug card

provisions noted previously if available from the Carrier. The retiree, dependents and spouse of record at time of retirement only, shall be covered by this provision.

Any member who retires after April 1, 2011 shall receive the same prescription and drug benefits as active members of the bargaining unit. In the event the employer no longer provides prescription coverage or drug benefits to active members of the bargaining unit, retirees shall remain at their current level of benefit in effect at the time of cancellation of the active employee's prescription drug benefits.

Upon eligibility for Medicare, retiree and spouse must apply and, if eligible, must acquire both parts "A" and "B" at no cost to the City. The City, however, shall provide the Medicare eligible employee and spouse with BCBS supplemental insurance sufficient so as not to diminish the benefits received prior to becoming eligible for Medicare.

Retirees who choose not to elect health care insurance shall be paid $350.00 per month in lieu of health insurance. Retirees receiving this cash payment shall have the option to enroll in the health plan during the open enrollment period held each year."

Elimination of Retiree Health Care

Effective July 1, 2010, all new hires will participate in a Medical Health Plan (individual retirement health insurance plan Health or Retirement Savings Account in lieu of City of Lincoln Park Retiree Health Insurance). It will be through MERS or ICMA, unless the City decides to utilize another carrier. The City will sit down and discuss carriers with the Union. All present health insurance for retirement will be eliminated for new hires.

For members hired before July 1, 2010, effective March 1, 2015, the Employer will contribute 2% of the gross base wage into the plan. The Employee may add an additional amount of their gross base wage if authorized by the carrier which will not be matched by the City, as allowed by the IRS or applicable law. Members of the bargaining unit who retiree prior to the 3 year vesting period shall be eligible to receive the proceeds of their Retiree Health Savings Account.

This plan has a three (3) year of service vesting on the Employer contribution.

This provision will apply to all active members hired prior to July 1, 2010 effective March 1, 2015. The City will attempt to provide a catch up provision that provides additional funding for members hired prior to July 1, 2010. This is not a guarantee. The decision will be at the sole discretion of the City. The City will continue to discuss this issue with the Union before a final decision is made.

Section 3 - Dental Insurance

The City will pay the full monthly premium on the existing dental plan. For further explanation of benefits, please refer to your Benefits-at-a-Glance.

Section 4 – Vision Insurance

The City will pay the full monthly premium on the existing optical plan. Please refer to your Benefits-at-a-Glance.

Section 5 - Life Insurance

The City shall provide the following life insurance coverage:

(a) A $50,000 Term Life Insurance with Accidental Death & Dismemberment for active members.

(b) A fifteen thousand dollar ($15,000.00) Term Life Insurance shall be continued for members who retire after July 1, 1979 under the Police and Fire Retirement System. After November 1, 1979, any member who receives disability retirement, and is eligible for Waiver of Premium benefits, would have that benefit reduced to the same amount as an active member would receive upon his retirement. The benefit would be the amount in effect at the time the disabled member attains normal retirement age.

Section 6 - Police Professional Liability
Insurance shall be provided by the City under the terms of the general liability policy.

Section 7 - Parking Expense
Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

Section 8- Mileage Reimbursement
If a member is directed or required to use his privately owned vehicle for any police purpose, he shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the City.

Section 9 - Shift Differential
A premium for working regularly scheduled shifts other than the day shift shall be paid as follows:

7:00 a.m. to 7:00 p.m. – None
7:00 p.m. to 7:00 a.m. - $.50 cents per hour
Twilight shift (6:00 p.m. to 4:00 a.m.) - $.50 cents per hour

Section 10 - Shift Premium
A member called into work on his day off and assigned to the day or midnight shift, or who is required to work overtime during those shifts even if his shift began during the day shift, shall be paid the appropriate shift premium for all hours worked.

Section 11 – Changes in Benefits/Carriers
In the event the City desires to change or is required by State or Federal Law, any aspect of insurance benefits or carriers as noted in this Article, notice will be provided to the Union.
Language for Health Care Reform:

A. The City will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001]. As such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.
B. The City may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues only.

Section 12 – Flexible Spending Arrangement (FSA)
The City shall offer a Flexible Spending Arrangement (FSA) as provided by I.R.S. guidelines for employees.

Section 13- Line of Duty Disability or Death
In the event a member is killed or disabled in the line of duty the City shall continue to provide Health, Optical and Dental Insurance, Benefits provided to any member and/ or eligible family members shall be subject to the following:

A. Duty Death: In the event of a duty death, the surviving spouse and dependents shall be provided healthcare, under the following conditions: 1) It will cover the spouse and dependents at the time of the duty death; 2) During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) A spouse or dependents will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer; 4) This benefit will cease upon the occurrence of any of the below events: a) Eligibility to participate in another health care program that provides similar insurance to that of the active workforce. b.) Attainment of age sixty-five (65).

B. Duty Disability: In the event that a member is found to be disabled as a result of a duty disability and a disability pension is granted, the member shall be provided healthcare, for a period three (3) years under the following conditions: 1) It will cover the member and spouse and dependents at the time of the duty injury; 2) During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring; 3) A member or spouse/dependents will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer; 4) This benefit will cease upon the occurrence of any of the below events: a) Eligibility to participate in an another health care program that provides similar insurance to that of the active workforce. b.) Attainment of age sixty-five (65) c.) the completion of three years. After three (3) years the member shall be eligible to receive a monthly stipend payment equal to the payment afforded to eligible City of Lincoln Park Retirees.

Members receiving this cash payment shall have the option to enroll in the City's health plan upon the occurrence of the above.

ARTICLE XIV- PENSION

Defined Benefit Pension Participation:

Employee Pension administration and assets may be transferred, assigned or otherwise contracted to the Municipal Employees Retirement System (MERS). Prior to such transfer, notification will be provided to the Union and the parties will sit down to discuss the transfer. The decision to transfer will be that of the Emergency Manager or City Manager with the approval of the RTAB.

Section 1:

(a) The COLA benefit was eliminated effective November 1, 2014.

(b) Effective July 1, 1999, upon retirement, a member shall receive a straight life annuity equal to 2.8% of his/her average compensation, multiplied by the number of years and fraction of a year of credited service, subject to a maximum of 78.4% of his/her average final compensation. **This benefit is modified below.**

(c) Effective June 2014, the multiplier was reduced to a 2.5% multiplier for members hired before April, 2010.

Section 2 - The retirement benefit effective November 1, 2014 for members hired before April, 2010, will be as follows and modifies the above:

(a) A 2.0% multiplier prospectively, however, if the member meets the retirement definition set forth in this contract when they retire the multiplier will revert to 2.5%.

(b) All annuities going forward will earn a maximum 4.0% annual rate of return starting with the annuity applicable to the valuation period ending on June 30, 2015. The rate paid will match that of the rate of return of the system with a 4% cap. Should the plan have a negative rate of return, no monies will be paid.

(c) Final Average Compensation is base pay, longevity and gun allowance.

(d) There is no ability to purchase additional years of service. This was eliminated by Emergency Manager Order dated August 20, 2014.

Section 3 - New Hire Pension:
Employees hired after the issuance of the 04/21/2010 Arbitration Award shall have the following pension benefits afforded to them in retirement.

(a) ICMA-RC Defined Contribution Pension

Employees hired after January 1, 2009 shall be afforded the ICMA or MERS Defined Contribution Pension Plan, with the city annually contributing 7% pre-tax of the employees earned income and the employee contributing 5% of their earned income. Employees may additionally contribute up to the maximum permitted by the IRS Code and ICMA-RC regulations.

(b) The City also reserves the right to maintain new hire employees in a Defined Benefit Plan. Should the City decide to utilize this option, or provide it as an alternative, these employees will receive a Defined Benefit Plan which is based upon retirement at age 55 with 25 years of actual service with a 2.25% multiplier with Final Average Compensation being determined based upon best five (5) of the Employee's last ten (10) years of service if they meet the requirements below. This will be a 2.0% multiplier unless the employee meets the retirement definitions set forth therein. If less than age 55 and 25 years of service, the 2.0% multiplier will apply.

Section 4:

(a) Pension Contributions
The member's pension contribution rate is 8.18%.

(b) New retirees shall receive a partial retirement payment as deemed by the Retirement Commission until the actuarial costs are returned and regular pension checks are received, so as not to disrupt the retiree's pay schedule.

The Police & Fire Retirement Commission shall provide all members with an annual update of assets and liabilities unless transferred to MERS.

(c) Members may keep their departmental issued gun upon retirement; providing the member has carried his gun for at least five (5) years and the member already has been issued a departmental gun.

(d) Parties recognize patrol unit new hires after April 21, 2010 were given a defined contribution (DC) or a reduced defined benefit pension as indicated in the patrol collective bargaining agreement. When the patrol officers hired after April 21, 2010 become eligible and are promoted to the command unit, their pensions shall be the same DC plan or reduced DB plan whichever they had as a patrol officer.

ARTICLE XV - LEAVE TIME

Section 1 - Furloughs
Each member shall be entitled to furlough days as indicated below. A member's annual furlough shall be provided in two (2) seasons. The summer furlough period shall be April 1st to September 30th. The winter furlough period shall be October 1st to March 31st. Each member shall be entitled to take eighty (80) hours in any one season, regular leave days not to be counted as furlough days.

Effective October 1, 2011, all furlough days will be converted into hours, based upon an eight (8) hour day. When furlough time is taken, it will be based upon the members assignment, (i.e. 12 hour shifts = 12 hours and 8 hour shifts = 8 hours).

8 Hour Shifts		12 Hour Shifts	
Lieutenants		**Sergeants**	
1-5 years	80 hours	1-5 years	96 hours
6-14 years	120 hours	6-14 years	144 hours
15-19 years	160 hours	15-19 years	192 hours
20 and above	168 hours	20 and above	204 hours

Effective July 1, 1996 furlough period shall be from October 1st to September 30th.

Vacation (furlough time) sell back for active employees shall be eliminated.

Section 2 - Furlough Schedules
Each year shall be divided into two (2) furlough periods. A member shall not overlap into another member's period unless it is vacant or with the consent of another member who has chosen that period.

Section 3 - Absence from the City
Members on leave or furlough may absent themselves from the City, State or Country at their option, without written consent from their Commanding Officer or Chief of Police, but shall keep the Department informed of their location, including address and phone number, if possible.

Section 4 - Selection of Furloughs
Furlough selection shall be based on seniority, starting with the member having the greatest seniority by their rank on the platoon, division or bureau. One member may take his furlough the same period with a Patrolman or Detective. If all Detectives become Command Officers, two Command Officers in the detective bureau may be permitted to be off at the same time.

Section 5 - Trading Furloughs
Members shall be permitted to trade their furlough period with another member on the same platoon, division or bureau.

Section 6 - Cancellation
Members shall take all leave and furlough dates regularly. Any member who has his furlough canceled (including leave days), or any part thereof due to an emergency, shall be paid time and one half (1-1/2) for all time worked and shall have said canceled furlough days rescheduled at a later date.

Section 7 - Extra Days with Furlough
Members shall be permitted all extra leave days or exchange of days with each furlough period, the same to be taken any time during the period at the option of the member, with Chiefs permission. Member's furlough period may overlap with the permission of the Commanding Officer and subject to minimum manpower requirements, but the five (5) accumulated leave days or exchange of days with each furlough period may not conflict with another member's furlough period.

Section 8 - Extra Leave Days

Open Furlough Period:
A member may, with permission, use a portion of any open furlough period.

Section 9 – Active employees will be allowed to retain a maximum of 2 years furlough time accumulated.

Section 10 – Bereavement

(a) A member shall be granted five (5) working days off when bereavement occurs, in order to attend the funeral of:

Current Spouse Child Parents Brother Sister

(b) A member shall be granted three (3) working days off when bereavement occurs, in order to attend the funeral of:

Niece	Father-in-law	Grandchild
Nephew	Mother-in-law	Member of household
Grandparent	Sister-in-law	Daughter-in-law
Step Child	Brother-in-law	Son-in-law
Step Parent		

(c) A member shall be granted one (1) working day off when bereavement occurs, in order to attend the funeral of:

Current Spouse's Grandchildren	Aunt
Current Spouse's Brother-in-law	Uncle
Current Spouse's Sister-in-law	

(d) If death occurs over 250 miles away, or in an unusual hardship case, an additional two (2) days may be granted. Proof of attendance at the funeral may be required of any employee requesting bereavement leave under Sections (b) and (c).

(e) Should bereavement, as contemplated by the terms of this Agreement, occur during a period of furlough, an amount of time consistent with the above schedule shall be allowed such member over the above furlough time.

Section 11 - Personal Leave

For personal leave, each member working 12 hour shifts will receive twenty-four (24) hours per year as personal time, all hours of which may be use as EPL. Members working 8 hour shifts will receive sixteen (16) hours per year as personal time, all of which may be used as EPL. Personal time is non-compensable and non-accumulative.

Members shall receive one RPL beginning on January 1, 2016. Members shall earn one RPL day per fiscal year thereafter.

Section 12 - Military Leave

Any member of the Lincoln Park Police Command Officers Association who is a member of the National Guard or a reserve component of the armed forces of the United States, shall be entitled to a temporary military leave of absence when ordered to active duty training or inactive duty training. A temporary military leave of absence for such purpose shall be with pay equivalent to the difference between the member's military pay and his regular City salary for each day of absence from scheduled City employment, if the military pay is less for those same days. Such

leave shall not exceed ten (10) calendar days. Continuous City service shall be allowed for the period of temporary military leave of absence.

The person requesting such temporary military leave shall provide the City with reasonable notice thereof, so as to allow sufficient time for rescheduling of personnel, and shall follow the following procedures:

(a) Requests for temporary military leaves shall include the inclusive dates of leave.

(b) A copy of the military document ordering such person to report for training shall be submitted with the request if it is available; if not, it shall be submitted as soon as it is received.

(c) Immediately following return to duty from temporary military leave, such person must submit a statement of earnings secured from the military paymaster which includes basic gross daily rate of military pay.

(d) Such person need not submit a statement of earnings from the military leave of absence without pay, or has elected to use annual leave credits to cover the entire period of leave.

(e) Adjustments in compensation will be reflected in such person's paycheck following receipt of statement of earnings from the military paymaster. Such military statement of earnings shall be submitted to the City immediately upon receipt.

Section 13 - Maternity Leave
When a member applies for maternity leave, the leave shall be regulated by her personal physician. The maternity leave of absence shall not exceed six (6) weeks after termination of pregnancy.

Section 14 - Family Medical Leave Act
The Family Medical Leave policy adopted by Mayor and Council is hereby incorporated into this agreement by reference and may be updated by the City.

Section 15 - Calculation of Service
For the purpose of calculation of service, ten (10) or more working days of service in any one month shall constitute one (1) month service and ten (10) or more months of service in any one year shall constitute one (1) year of credited service for benefit allowances, but in no event shall credit be given for more than one (1) year of service.

ARTICLE XVI - TERMINATION BENEFITS

Section 1 - Layoffs
In case of layoff from the Department, a member shall receive his health, life, dental and optical insurance for a period of three (3) months from the date of his layoff, if permitted by the insurance carrier.

Section 2 - Benefits at Death
In the event termination is due to a member's death, said termination benefits and any compensatory book time shall be paid his beneficiary, heirs or estate.

Section 3 - Payment of Furlough Time
Each member shall be entitled on retirement, to receive payment for any compensatory book time or furlough time accruing to each member at time of termination subject to the restriction below. On death, such accrued furlough time shall be paid to his beneficiary, heirs or estate.

If the employee is eligible for retirement as defined herein and retires from the City, the employer shall pay for 50% of all sick time in the employee's sick bank not to be applied to FAC as long as a 14-day notice of separation has been provided. At the City's request, the member must also be available on two (2) work days prior to his/her separation date to assist in transition to be eligible for payment.

No more than 480 hours will be paid under this provision.

ARTICLE XVII - DISCIPLINE AND DISCHARGE

Disciplinary action shall be defined as any action taken by the Department against a member for misconduct, including violations of provisions in this contract prescribing misconduct. Disciplinary action may consist of the following:

A. Corrective counseling
B. Oral reprimand
C. Written reprimand
D. Suspension without pay
E. Discharge

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification.

If a member is suspended for twenty working days or more, no benefits shall accumulate during the entire suspension period other than medical and life insurance benefits.

Regardless of how or why, should a suspension be canceled or withdrawn, the member will be reimbursed retroactively for benefits lost as a result of the suspension.

The City agrees that corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimands shall be given only by the Chief of Police, or his designee, and a record will be maintained only as to the fact that an oral reprimand was given. Disciplinary actions, except for corrective counseling, shall be part of the Officer's personnel file.

ARTICLE XVIII - DISCIPLINE PROCEDURE

(a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance.

(b) Any time that a member is called into the station, on or off duty for disciplinary purposes, he shall be entitled to request that one member of the Board of Directors of the Lincoln Park Police Command Officer Association accompany him during any interview with his Commanding Officer, Chief of Police, or his designee.

(c) A member has the right to be confronted by his actual accuser. The Chief of Police or his designee cannot assume the position of the complainant in lieu of said accuser. The accused shall be advised on disposition of the case and if found innocent or dismissed, the complaint or information shall be removed from his service jacket.

(d) Any member served with a Personal Protection Order (PPO) shall be placed on paid administrative leave until their hearing.

(e) Unexcused absences are subject to disciplinary action.

(f) In no event shall any penalty be increased from that rendered in the original hearing.

(g) Every appeal shall be a total review of guilt or innocence as well as severity of penalty.

ARTICLE XIX - MEMBERS RIGHTS

(a) The employer guarantees due process of law including the Garrity and Miranda Warnings.

(b) The Association has the right to provide a representative at the request of the member or members during all administrative and investigative proceedings when the investigated officer must be present.

(c) An Association member shall not be prohibited from speaking publicly through any form of communication, provided it is not detrimental to the Department or City.

(d) Neither the home address nor photograph of any member suspected of wrong doing shall be given to the press or the news media without the written consent of the member.

ARTICLE XX- GRIEVANCE AND ARBITRATION

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(a) Every member of the Association shall have the right to present his grievance, free from coercion, interference, restraint or reprisal. The same protection shall be provided for representatives, witnesses and any members giving information or testimony.

(b) The Grievance Committee shall consist of the Association Board of Directors. Any three (3) shall be empowered to act as grievance committee.

(c) Grievances shall be processed according to the following procedure:

1) Members shall notify their grievance committee of a grievance and member shall reduce the same to writing on a grievance form.

2) Grievances affecting a large number of members may be treated as policy grievances and entered at Step 6 of the Grievance Procedure by the Association.

3) The Grievance Committee shall determine if the grievance is meritorious. The Grievance Committee shall present such grievance to the appropriate level command within ten (10) days of said occurrence.

4) The appropriate level of command affected shall act on the grievance so submitted within five (5) days.

5) The Grievance Committee, if not satisfied with the action taken, shall then present said grievance to the next highest step in the chain of command of the Department within five (5) days.

6) The Chief of Police shall have five (5) days to respond to the grievance.

7) If the Association is not satisfied with the decision of the Chief of Police, a pre-arbitration meeting between the Association and the City's Negotiator shall be set up within thirty (30) days. (Either side may be represented by counsel if they desire)

8) If no decision can be reached within thirty (30) days of the meeting in Step 7, the Association may appeal to arbitration by giving notice to the City of its intention to do so. The Association and the City shall attempt to agree on an impartial arbitrator; however, if no decision can be reached, the matter shall be referred to F.M.C.S. for the selection of an arbitrator under their voluntary labor arbitration rules. The expenses of the arbitration shall be paid by the losing party. No arbitrator can make a decision contrary to PA 436.

9) Saturday, Sunday and holidays shall not be counted in the above time limits.

10) Either party at any step of the procedure may call a meeting to discuss the grievance and reach a solution.

11) Except for criminal offenses which could be charged as misdemeanors or felonies, cowardice, dereliction of duty and incompetency, no administrative punishment shall occur until all appeal processes through arbitration are exhausted.

12) The Association and the City will use their best efforts to select a roster of three (3) permanent umpires who shall serve on a rotating basis to resolve all grievances which are taken to arbitration. Should the parties not be able to mutually select a roster of permanent umpires, the arbitration selection procedures of Section 8 shall apply.

(d) No Strike Clause - The parties agree that for the term of this Agreement there shall be no lockout of the members by the Employer nor strike by the members against the Employer.

ARTICLE XXI - ASSOCIATION ACTIVITIES

(a) Elected officers of the Association shall be afforded reasonable time during regular working hours without loss of pay or lieu of time, to fulfill their Association responsibilities, including negotiations with the City or Commission, processing of grievances and administration and enforcement of this Agreement. It is also agreed that the president, vice president, or representative, to a maximum of two, if on duty, be excused for monthly local membership or board meetings.

(b) Two (2) Association Officers shall be permitted paid time off to attend the annual Labor conference, manpower permitting.
(c) Association officers shall be permitted to discuss Association business with members during duty hours.

(d) The Association President shall be given super seniority for the purposes of layoffs, demotions, and shift selections.

ARTICLE XXII - SPECIAL CONFERENCE

A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters listed on the agenda.

ARTICLE XXIII - SPECIAL ASSIGNMENTS

Section 1 - The following procedure will be used in the special assignment of members but not limited to radar officers, school liaison officers, narcotics officers (DRANO), and Special Operation Section.

1) Proposed assignments will be posted for seventy two (72) hours on the roll call board.

2) Members will sign the sheet to indicate their willingness to accept the assignment.

3) Interested members must sign the list within seventy two (72) hours unless on vacation, long weekends, sick leave or any other reason, in which case allowances will be made with the mutual consent of the Chief and the Association.

4) After seventy two (72) hours, each of the members who have expressed an interest in the available position will be considered by the Chief. The Chief shall interview all applicants

and in the making of his choice, the Chief will consider the member's qualifications for the position, and the appointment to the position shall be fulfilled by the Chief.

5) After a period of six (6) months, it will be the duty of the Chief to re-evaluate this assignment and once again create an opportunity for the interested members to apply for this position. It is agreed that the Chief of Police or his designee has the right to remove members from these assignments at anytime.

6) The department at its sole discretion shall have the ability to assign a sergeant to serve as full time Training Officer FTO Sergeant. The FTO Sergeant shall be eligible for one and one-half (1 ½) hours of overtime pay for actual days in which he serves as the FTO Training Officer.

Section 2 - Special Assignment Overtime

If at any time Special Assignment Overtime should develop where additional manpower is required where overtime pay is involved, the following procedure shall be followed in order to assure equal distribution of overtime work:

1) Special overtime assignments shall be equally divided. Each particular overtime assignment shall be evaluated by the administration to determine its specific goals and needs and distribution made accordingly.

2) The said number of hours shall be equally divided among job classification. It will then be the Chief of Police or his designee's responsibility to see that each member has an opportunity for this particular detail.

3) Special Assignment Overtime shall only apply to a planned type of overtime at time and one half (1 ½).

4) Upon determining the need for special assignment overtime, the Chief or his designee, shall post a notice on the roll call board advising members of such overtime.

ARTICLE XXIV - LAYOFFS

NOTE: Demoted in rank in this Article does not refer to demotions for disciplinary reasons.

Section 1 - In the event the City determines a layoff is necessary, the City will notify, and within five (5) days will establish a meeting with the Lincoln Park Command Officers Association to review the reasons for the cutback, and attempt to agree to a procedure to accomplish the objectives.

Section 2 - In the event layoffs result in demotions, they shall be made among all members according to the least seniority in rank.

(a) The last member promoted to Lieutenant shall be the first member reduced to former rank.

(b) The last member promoted to Sergeant shall be the first member reduced to former rank.

Section 3 - Members with the most seniority in rank shall be recalled first.

Section 4 - When a member is recalled, it shall be no lower than their former rank. The recall shall be automatic and not through the promotional procedure.

Section 5 - If a vacancy in rank occurs, which the City desires to fill, demoted or laid off members shall be recalled.

Section 6 - Notice of recall shall be sent by registered mail, with a copy furnished to the Lincoln Park Command Officers Board of Directors, to the member at his last address as officially recorded by the City. The member shall be responsible to respond to the recall notice within a period of ten (10) working days, excluding holidays and weekends. Failure to respond timely under this Article may cause forfeiture of his right to recall.

ARTICLE XXV - PROMOTIONS

Section 1 - The City shall have the sole right to determine the total number of command officers necessary for the efficient operation of the Department. The City shall have the sole right as to whether to fill a vacancy in the Command Staff.

Promotional tests shall only be given when an opening occurs. All tests given shall be validated tests.

The City may appoint a Deputy Chief at its discretion who is outside the bargaining unit. The Deputy Chief may work Selective Enforcement Traffic or Street Crimes Area Team overtime.

Section 2 - Eligibility List
The City shall establish an eligibility list on all promotional examinations for a period of twelve (12) months from the date of said promotion, to include all members who passed the written examination. Should a vacancy occur during the existence of an eligibility list, which the City desires to fill, the Commission shall fill that vacancy from the said list.

Any member on probation or suspension for a proven unappealable disciplinary action will not be eligible for promotion.

Section 3 - Basis of Promotion
Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination, oral interview and work performance.

The member scoring highest on the combined phases shall be promoted to the position.

Promotional System
A. Program Objectives - This promotion plan is designed to:

1) Provide an effective, fair method of selecting employees for promotion.

2) To provide the department a choice from among the best qualified candidates and assure effective utilization of employees.

3) Ensure the consideration as given to each qualified applicant who indicates interest without regard to personal favoritism or consideration of race, color, religion, sex, age or national origin.

4) Establish procedure for the evaluation of candidates for promotion.

5) Provide incentive for self improvement of employees.

6) Establish clear procedures for operation of the promotional plan.

B. Procedures for Merit Promotion Plan

1) The Employer will make promotions within the bargaining unit from those employees who possess the general qualifications and training necessary for the position under consideration.

2) All promotions which are of a permanent nature shall be based on the following factors:

(a) They shall be on a competitive basis. Employees must have a minimum five (5) years as a Police Officer with the City of Lincoln Park.

Section 4 - Promotional Points
An eligibility list will be created based upon the scores of competing candidates which shall be made up of the following:

1) Written Examination
Each candidate will receive points on the written examination equal to the raw score points scored by the candidate on the exam. The written examination shall be a validated test obtained through EMPCO.

2) Seniority
Each candidate will be credited with one (1) point for each full year of service. For times less than a full year of service, each candidate shall be credited with 1/12 of a point for each month. There is no maximum credit for seniority. In the event of a tie in total aggregate scores, department seniority shall be the determining factor using March 1st as a calculation date.

3) Chief's Evaluation Points
Each candidate will receive points up to a maximum of fifteen (15) awarded by the Chief of Police based upon the following criteria: (said points shall be given prior to administering the written examination)

(a) Personality Traits
Personality traits shall be defined as those traits which are desirous in the law enforcement profession. Included in this category are friendliness, sincerity, empathy, energeticness, self assertiveness, honesty and intelligence.

(b) Aptitude
Aptitude shall be defined as possessing the skills and talents necessary to perform, or be trained in law enforcement functions. Aptitude traits would include firearms proficiency, operation of police vehicle and equipment, and physical coordination and dexterity.

(c) Attitude
Attitude shall be defined as such traits as open mindedness, cooperation, ability to work effectively with citizens, fellow officers, City officials, and officials from other law enforcement agencies.

(d) Job Skills
Job skills shall be defined as those skills necessary in performing routine and complex police tasks, such as report writing, patrol procedures, traffic law enforcement, criminal investigation, accident investigation and knowledge of City ordinances and rules and regulations.

(e) Education
Education shall be defined as advance learning derived from approved college courses in the criminal justice field, but shall further include seminars and in-service training programs which have been taken by the officers. Consideration will be given to all officers as to this category that have indicated willingness and desire to attend technical seminars and training programs.

(f) Other Personality Traits
Other personality traits shall be defined as those traits possessed by officers in addition to the traits indicated in Section 1 of this Article and shall include, but not limited to, initiative, leadership ability, willingness to accept responsibility and other similar traits.

Section 5 - Promotional Written Examination Given While On Duty
Members eligible to participate in any Departmental examination for promotion shall not have time taken away from them for having participated in any such examination while on duty.

Section 6 - Eligibility Promotion
All Sergeants who have completed their probationary period shall be eligible to taken an examination for the rank of Lieutenant.

Any member on probation or suspension fifteen (15) days or longer for a proven, unappealable disciplinary action will not be eligible for promotion until such probation and suspension is completed. Provided, however, should a member appeal the disciplinary action and it be found that the charges were true, said members shall be removed from the eligibility list or position as the case may be.

Section 7 - Association Official Present
An Association member, designated by the Association, who is not a candidate for promotion can be present at the written examination and distribution of points.

Section 8 - Probationary Period
Promoted members shall serve a probationary period of twelve (12) months, and during this period, the member shall receive the rate of pay for the rank classification.

Section 9 - Revert Back
During the twelve (12) month probationary period, the member shall have the opportunity to revert back to his former classification without prejudice. If the member should fail his/her probationary period, they shall be reverted back no lower than their former classification.

In the event the member decides to revert back to his former classification, he will be placed back on the eligibility list from which he was promoted in his original position. If the member has failed his probationary period, he will be eliminated from the list.

Section 10 - Lateral Transfers
Lateral transfers within the Department may be made by members; seniority in rank shall prevail, upon their written request and with approval of the Chief of Police.

Section 11 - Appointments
If a member is appointed to Chief or Deputy Chief, the member shall have the opportunity to revert back to his former classification without prejudice. Further, if the member be reverted back by the City, the member shall be reverted back to his former classification.

ARTICLE XXVI – VEHICLE CONDITION

The City shall maintain police vehicles in proper appearance and a safe mechanical condition. If a member believes that the equipment he is required to work with is unsafe, he can refuse to work with said unsafe equipment, and remove it from service until such time unsafe condition is corrected. Refusal to work with unsafe equipment shall not be grounds for discipline.

ARTICLE XXVII - DEPARTMENT FILES

(a) All personnel records (including, but not limited to home addresses, phone numbers and pictures of members) shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the member involved or by court order.

(b) A member shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considered to be detrimental.

(c) Members may inspect their personnel files upon separation and/or retirement during business hours.

(d) All members shall be granted access to their department and personnel records according to Public Act No. 397, Public Acts of 1978, effective January 1, 1979.

(e) The City, upon written request, shall remove disciplinary records every two (2) years from date of incident from a Command Officer's service file. The City, upon written request, shall remove all other complaints every three (3) years from the date of incident from all files of members of the unit including internal affairs investigation files.

ARTICLE XXVIII – UNIFORMS

Effective July 1, 2014 and each fiscal year thereafter, members will be allowed to be reimbursed up to $800 for uniform, cleaning and/or equipment purchases. Members will submit for reimbursement no later than May 15th each fiscal year. Receipts will be required for reimbursement.

ARTICLE XXIX - POLICE RESERVE OFFICERS AND PART-TIME OFFICERS

Section 1 - Police Reserve Officers who ride in police vehicles as part of their continued training may ride with any member who volunteers.

Section 2 - Police Reserve Officers shall not be used as additional manpower except in emergency or on special occasions as defined by the Safety Commission.

Section 3 - Police Reserve Officers shall not be permitted to wear the same uniform and in the event of a change in Reserve Officers uniforms, the Chief or designee shall meet with the Union to discuss the changes.

Section 4 – The City may utilize part-time officers at is discretion.

ARTICLE XXX - ANIMAL COMPLAINTS

Command Officers shall not be required to handle animal complaints in the normal discharge of their duties.

ARTICLE XXXI - MAINTENANCE OF CONDITIONS

The City shall make no unilateral changes in hours and conditions of employment contrary to the provisions of this agreement. This provision will not limit the City's rights or obligations under PA 436.

ARTICLE XXXII - SEPARATION OF BENEFITS CLAUSE

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

ARTICLE XXXIII- RULES AND REGULATIONS

It is understood and agreed that there exist within the Department, certain personnel rules, policies, practices and benefits which will continue in effect for the period of this Agreement, unless or until changed by mutual agreement of the parties, or by the Employer in accordance with its previously stated Management Rights.

It is the City's intention that work rules and regulations are to be interpreted and applied uniformly to all members under similar circumstances.

All Department Rules and Regulations and Policies & Procedures are hereby adopted by reference.

ARTICLE XXXIV – RIGHTS OF MANAGEMENT

Section 1 - The City retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Charter of the City of Lincoln Park and under PA 436.

Section 2 - The exercise of these powers, rights, authority, duties and responsibilities of the City and the adoption of such rules, regulations and policies as the City may deem necessary shall be limited only by the specific and express terms of this Agreement.

Section 3 - (a) All rules, regulations, directives and orders will be implemented in a non-arbitrary and non-capricious manner.

(b) It is further agreed that these rules, regulations, directives and orders will be fair and reasonable.

ARTICLE XXXV - PERMANENT SHIFTS

Effective upon ratification and receipt of retroactive monies owed to members per this Agreement, the Department shall adopt a policy of making permanent assignments to shifts as opposed to the present practice of rotating shifts, with the exception of the Detective and Youth Bureaus. The Traffic Safety Division, with the permission of the Chief of Police will be allowed to rotate on the twenty eight (28) day cycle as defined in Article VIII - Hours of Work, Section 1, subsection (d). The procedures for selecting permanent shifts shall be as follows:

1) All members have the privilege of bidding on shifts.

2) Shifts shall be assigned on the basis of seniority in rank.

3) Shift selection shall be on a six (6) month basis, in conjunction with furlough periods.

4) If at any time a member is transferred to another Division or Bureau affected by permanent shifts, seniority in rank will prevail.

5) The permanent shift program shall be considered to be on an experimental basis for the duration of this Agreement. If the LPPOA should negotiate with the City to revert back to rotating shifts, the LPPCOA shall re-open this Article for the same purpose.

6) The City may schedule between 8 and 12 hours shifts, should the City desire to change. It will not be implemented until the next shift selection process. The shift selection shall happen every 6 months.

ARTICLE XXXVI - PUBLICATION OF AGREEMENT

A copy of this Agreement shall be provided by the City for all members of the Association.

ARTICLE XXXVII – DURATION

This Agreement shall be effective as of October 1, 2015 unless otherwise specified and shall remain in force and effect until the 30th day of June, 2017, and thereinafter until amended or modified as provided herein.

Either party may, on or after March 31, 2017, serve a notice upon the other party of its desire to amend or modify this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives.

FOR THE CITY OF LINCOLN PARK

Brad Coulter, Emergency Manager

FOR THE LINCOLN PARK POLICE COMMAND OFFICERS ASSOCIATION

William SantAngelo, President

_____, Vice President

02/4/16

Robert Figurski, POLC

Dated: 12/22/15

Blue Cross Blue Shield of Michigan

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

CITY OF LINCOLN PARK - MUNICI
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12678-000
Simply Blue HSA LG (with prescription drugs)
Effective Date: On or after July 2015
Benefits-at-a-glance

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

Preauthorization for Select Services Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at **bcbsm.com/importantinfo**. Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Benefits	In-Network	Out-of-Network

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Note: If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-Network	Out-of-Network
Deductibles **Note: Your deductible combines deductible amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage.** **Note: The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.**	$6,350 for a one-person contract or $12,700 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)** Deductibles are based on amounts defined annually by the federal government for Simply Blue HSA-related health plans. Please call your customer service center for an annual update.	$12,700 for a one-person contract or $25,400 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)** Deductibles are based on amounts defined annually by the federal government for Simply Blue HSA-related health plans. Please call your customer service center for an annual update.
Flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	None	• 20% of approved amount for most covered services
Annual out-of-pocket maximums - applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing amounts	$6,350 for a one-person contract or $12,700 for a family contract (2 or more members) each calendar year	$15,000 for a one-person contract or $30,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Benefits	In-Network	Out-of-Network

Preventive care services

Benefits	In-Network	Out-of-Network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity	Not Covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity	Not Covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not Covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not Covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance.	80% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy **Note:** Medically necessary colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance.	80% after out-of-network deductible
	One routine colonoscopy per member per calendar year	

Benefits	In-Network	Out-of-Network
Physician office services		
Benefits	**In-Network**	**Out-of-Network**
Office visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Urgent care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Emergency medical care		
Benefits	**In-Network**	**Out-of-Network**
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services - must be medically necessary	100% after in-network deductible	100% after in-network deductible

Benefits	In-Network	Out-of-Network
Diagnostic services		
Benefits	**In-Network**	**Out-of-Network**
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Maternity services provided by a physician or certified nurse midwife		
Benefits	**In-Network**	**Out-of-Network**
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Hospital care		
Benefits	**In-Network**	**Out-of-Network**
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible
Note: Nonemergency services must be rendered in a **participating** hospital	Unlimited days	
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Alternatives to hospital care		
Benefits	**In-Network**	**Out-of-Network**
Skilled nursing care and related physician services - must be in a **participating** skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 90 days per member per calendar year	
Hospice care	100% after in-network deductible	100% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	100% after in-network deductible	100% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor	100% after in-network deductible	100% after in-network deductible

Benefits	In-Network	Out-of-Network
Surgical services		
Benefits	**In-Network**	**Out-of-Network**
Surgery - includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males **Note:** For voluntary sterilizations for females, see **"Preventive care services."**	100% after in-network deductible	80% after out-of-network deductible
Elective abortions	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Human organ transplants		
Benefits	**In-Network**	**Out-of-Network**
Specified human organ transplants - must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible - in participating facilities **only**
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials **Note:** BCBSM covers clinical trials in compliance with PPACA.	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Mental health care and substance abuse treatment		
Benefits	**In-Network**	**Out-of-Network**
Inpatient mental health care	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Residential psychiatric treatment facility: • covered mental health services **must** be performed in a residential psychiatric treatment facility • treatment **must** be preauthorized • subject to medical criteria	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible - in participating facilities **only**
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities **only**	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Benefits	In-Network	Out-of-Network
Autism spectrum disorders, diagnoses and treatment		
Benefits	**In-Network**	**Out-of-Network**
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization **Note:** Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	100% after in-network deductible	100% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible
	Physical, speech and occupational therapy **with an autism diagnosis** is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Other covered services		
Benefits	**In-Network**	**Out-of-Network**
Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	100% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible

Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a **combined** 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 30-visit maximum per member per calendar year	
Durable medical equipment **Note:** DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible

Blue Cross Blue Shield of Michigan

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

CITY OF LINCOLN PARK - MUNICI
A0IXF9
12678-000
Simply Blue[SM] PPO HSA LG - Prescription Drug Coverage
Effective Date: On or after July 2015
Benefits-at-a-glance

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Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Express Scripts. (Express Scripts is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at **bcbsm.com.** Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days) once applicable deductible has been met.

Member's responsibility (copays)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, may be subject to the deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until after you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug copays which are subject to your annual out-of-pocket maximums.

Note: The following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum:
- Any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug.
- The 20% member liability for covered drugs obtained from an out-of-network pharmacy.

Copays		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	1 to 30-day period	You pay deductible (no coinsurance)	You pay deductible (no coinsurance)	You pay deductible (no coinsurance)	You pay deductible then 20% of approved amount ***plus*** an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay deductible (no coinsurance)	No coverage	No coverage
	84 to 90-day period	You pay deductible (no coinsurance)	You pay deductible (no coinsurance)	No coverage	No coverage

	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Covered services				
	90-day retail network pharmacy	*** In-network mail order provider**	**In-network pharmacy** (not part of the 90-day retail network)	**Out-of-network pharmacy**
FDA-approved drugs	FDA-approved drugs	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	Prescribed over-the-counter drugs – when covered by BCBSM	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug coinsurance
State-controlled drugs	State-controlled drugs	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance
FDA-approved generic and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements, and vitamins (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	Other FDA-approved **brand-name** prescription preventive drugs, supplements, and vitamins (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance
FDA-approved **generic** and **select brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	FDA-approved **generic** and **select brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount
Other FDA-approved **brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	Other FDA-approved **brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance	Subject to Simply Blue HSA medical deductible and coinsurance
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs. **Note:** Needles and syringes have no copay.	Subject to Simply Blue HSA medical deductible and prescription drug copay for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay for the insulin or other covered injectable legend drug plus an additional 20% prescription drug out-of-network penalty		

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

Note: An **in-network** pharmacy is a Preferred Rx pharmacy in Michigan or an Express Scripts pharmacy outside Michigan. Express Scripts is an independent company providing pharmacy benefit services for Blues members. An out-of-network pharmacy is a pharmacy NOT in the Preferred Rx or Express Scripts networks.

Features of your prescription drug plan

Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy,** an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or step therapy are available online at **bcbsm.com/pharmacy.**
Mandatory maximum allowable cost drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you **MUST** pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug *plus* your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Drug interchange and generic copay waiver	BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

Blue Cross Blue Shield of Michigan

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Blue Vision Certification LG
Effective Date: On or after July 2015
Benefits-at-a-glance

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

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

Benefits	VSP Network doctor	Non-VSP provider
Member's responsibility (copays)		
Benefits	**VSP Network doctor**	**Non-VSP provider**
Eye exam	None	None
Prescription glasses (lenses and/or frames)	None	Member responsible for difference between approved amount and provider's charge
Medically necessary contact lenses	None	Member responsible for difference between approved amount and provider's charge

Benefits	VSP Network doctor	Non-VSP provider
Eye exam		
Benefits	**VSP Network doctor**	**Non-VSP provider**
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	100% of approved amount (no copay)	Reimbursement up to $35 (member responsible for any difference)
	Limited to one vision examination in any period of 12 consecutive months	

Benefits	VSP Network doctor	Non-VSP provider
Lenses and frames		
Benefits	**VSP Network doctor**	**Non-VSP provider**
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. **Note:** Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	None	Reimbursement up to approved amount based on lens type (member responsible for any difference)
	Limited to one pair of eyeglass lenses with or without frames, in any period of 12 consecutive months	
Standard frames **Note:** All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance)	Reimbursement up to $45 (member responsible for any difference)

Benefits	VSP Network doctor	Non-VSP provider
Contact lenses		
Benefits	**VSP Network doctor**	**Non-VSP provider**
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	None	Reimbursement up to $210 (member responsible for any difference)
	Limited to one pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Limited to one pair of contact lenses in any period of 12 consecutive months	

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CITY OF LINCOLN PARK
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Simply Blue LG Certificate
Effective Date: On or after April 2015
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Preauthorization for Select Services Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: To be eligible for coverage, the following services require your provider to obtain approval **before** they are provided - select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Note: If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-Network	Out-of-Network
Deductibles	$500 for one member, $1,000 for the family (when two or more members are covered under your contract) each calendar year	$1,000 for one member, $2,000 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network deductible amounts also count toward the in-network deductible, if applicable.
Flat dollar copays	• $20 copay for office visits and office consultations • $20 copay for urgent care visits • $20 copay for chiropractic services and osteopathic manipulative therapy • $150 copay for emergency room visits	$150 copay for emergency room visits
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	• 50% of approved amount for private duty nursing care • 20% of approved amount for most other covered services	• 50% of approved amount for private duty nursing care • 40% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but **does not** apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	$2,500 for one member, $5,000 for two or more members each calendar year	$5,000 for one member, $10,000 for two or more members each calendar year **Note:** Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	$6,350 for one member, $12,700 for two or more members each calendar year	$12,700 for one member, $25,400 for two or more members each calendar year **Note:** Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-Network	Out-of-Network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% no deductible or copay/coinsurance)	60% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy **Note:** Subsequent colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible
	One per member per calendar year	

Physician office services

Benefits	In-Network	Out-of-Network
Office visits - must be medically necessary	$20 copay per office visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Office consultations - must be medically necessary	$20 copay per office consultation **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	60% after out-of-network deductible

Urgent care visits

Benefits	In-Network	Out-of-Network
Urgent care visits	$20 copay per office visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	60% after out-of-network deductible

Emergency medical care

Benefits	In-Network	Out-of-Network
Hospital emergency room	$150 copay per visit (copay waived if admitted)	$150 copay per visit (copay waived if admitted)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits	In-Network	Out-of-Network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-Network	Out-of-Network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care	80% after in-network deductible	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-Network	Out-of-Network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies **Note:** Nonemergency services must be rendered in a **participating** hospital	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-Network	Out-of-Network
Skilled nursing care and related physician services - must be in a **participating** skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year.	
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	80% after in-network deductible	80% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center • may use drugs that require preauthorization - consult with your doctor	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-Network	Out-of-Network
Surgery - includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males. **Note:** For voluntary sterilizations for females, see **"Preventive care services."**	80% after in-network deductible	60% after out-of-network deductible
Elective abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants

Benefits	In-Network	Out-of-Network
Specified human organ transplants - must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities **only**
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials **Note:** BCBSM covers clinical trials in compliance with PPACA.	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Benefits	In-Network	Out-of-Network
Inpatient mental health care	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	80% after in-network deductible	80% after in-network deductible - in participating facilities **only**
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities **only**	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-Network	Out-of-Network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is limited to a maximum of 25 hours of direct line therapy per week per member, through age 18 **Note:** Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment. ABA and AAEC services are not available outside of Michigan.	80% after in-network deductible	80% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible
	Physical, speech and occupational therapy **with an autism diagnosis** is limited to the same annual **combined** limit as for physical, speech and occupational therapy for other diagnoses	
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services

Benefits	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	80% after in-network deductible	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	$20 copay per office visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam.	60% after out-of-network deductible
	Limited to a **combined** 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 30-visit maximum per member per calendar year (visits are **combined** with therapies for autism spectrum disorder)	

Benefits	In-Network	Out-of-Network
Durable medical equipment **Note:** DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible

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CITY OF LINCOLN PARK
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Blue Preferred® Rx LG Prescription Drug Coverage
Effective Date: On or after April 2015
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We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a **90-Day Retail Network provider or** mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Member's responsibility (copays)

Note: Your prescription drug copays, including mail order copays, may be subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum:

- Any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug.
- The 25% member liability for covered drugs obtained from an out-of-network pharmacy.

		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay $15 copay	You pay $15 copay	You pay $15 copay	You pay $15 copay plus an additional 25% of the approved amount
	31 to 83-day period	No coverage	You pay $30 copay	No coverage	No coverage

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		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
	84 to 90-day period	You pay $30 copay	You pay $30 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay $50 copay	You pay $50 copay	You pay $50 copay	You pay $50 copay plus an additional 25% of the approved amount
	31 to 83-day period	No coverage	You pay $100 copay	No coverage	No coverage
	84 to 90-day period	You pay $100 copay	You pay $100 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay $70 copay or 50% of the approved amount (whichever is greater), but no more than $100	You pay $70 copay or 50% of the approved amount (whichever is greater), but no more than $100	You pay $70 copay or 50% of the approved amount (whichever is greater), but no more than $100	You pay $70 copay or 50% of the approved amount (whichever is greater), but no more than $100 plus an additional 25% of the approved amount
	31 to 83-day period	No coverage	You pay $140 copay or 50% of the approved amount (whichever is greater), but no more than $200	No coverage	No coverage
	84 to 90-day period	You pay $140 copay or 50% of the approved amount (whichever is greater), but no more than $200	You pay $140 copay or 50% of the approved amount (whichever is greater), but no more than $200	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

Covered Services

	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved **generic** and **select brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved **brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements, and vitamins (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount

	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Other FDA-approved **brand-name** prescription preventive drugs, supplements, and vitamins (non-self-administered drugs are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM Custom Formulary	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the formulary are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy,** an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or step therapy are available online at **bcbsm.com/pharmacy.**
Mandatory maximum allowable cost drugs	If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you **MUST** pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug ***plus*** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Drug interchange and generic copay waiver	BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

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Blue Cross Blue Shield of Michigan

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CITY OF LINCOLN PARK

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Simply Blue LG Certificate

Effective Date: On or after April 2015

Benefits-at-a-glance

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

Preauthorization for Select Services Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: To be eligible for coverage, the following services require your provider to obtain approval **before** they are provided - select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)

Note: If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-Network	Out-of-Network
Deductibles	$1,500 for one member, $3,000 for the family (when two or more members are covered under your contract) each calendar year	$3,000 for one member, $6,000 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network deductible amounts also count toward the in-network deductible, if applicable.
Flat dollar copays	• $40 copay for office visits and office consultations with a **non-specialist** • $60 copay for office visits and office consultations with a **specialist** • $60 copay for urgent care visits • $40 copay for chiropractic services and osteopathic manipulative therapy • $250 copay for emergency room visits	$250 copay for emergency room visits
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	• 50% of approved amount for private duty nursing care • 20% of approved amount for most other covered services	• 50% of approved amount for private duty nursing care • 40% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but **does not** apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	$2,500 for one member, $5,000 for two or more members each calendar year	$5,000 for one member, $10,000 for two or more members each calendar year **Note:** Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	$6,350 for one member, $12,700 for two or more members each calendar year	$12,700 for one member, $25,400 for two or more members each calendar year **Note:** Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-Network	Out-of-Network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

Benefits	In-Network	Out-of-Network
Voluntary sterilizations for females	100% no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy **Note:** Subsequent colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible
	One per member per calendar year	

Physician office services

Benefits	In-Network	Out-of-Network
Office visits - must be medically necessary	$40 copay for office visit with a **non-specialist** $60 copay for each office visit with a **specialist** **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	$40 copay for office consultation with a **non-specialist** $60 copay for each office consultation with a **specialist** **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	60% after out-of-network deductible

Urgent care visits

Benefits	In-Network	Out-of-Network
Urgent care visits	$60 copay per office visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	60% after out-of-network deductible

Emergency medical care

Benefits	In-Network	Out-of-Network
Hospital emergency room	$250 copay per visit (copay waived if admitted)	$250 copay per visit (copay waived if admitted)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits	In-Network	Out-of-Network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-Network	Out-of-Network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care	80% after in-network deductible	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

Hospital care

Benefits	In-Network	Out-of-Network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies **Note:** Nonemergency services must be rendered in a **participating** hospital	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-Network	Out-of-Network
Skilled nursing care and related physician services - must be in a **participating** skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year.	
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	80% after in-network deductible	80% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center • may use drugs that require preauthorization - consult with your doctor	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-Network	Out-of-Network
Surgery - includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males. **Note:** For voluntary sterilizations for females, see **"Preventive care services."**	80% after in-network deductible	60% after out-of-network deductible
Elective abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants

Benefits	In-Network	Out-of-Network
Specified human organ transplants - must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities **only**
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials **Note:** BCBSM covers clinical trials in compliance with PPACA.	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Benefits	In-Network	Out-of-Network
Inpatient mental health care	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	80% after in-network deductible	80% after in-network deductible - in participating facilities **only**
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities **only**	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-Network	Out-of-Network
Applied behavioral analysis (ABA) treatment – when rendered by an approved board-certified behavioral analyst – is covered through age 18, subject to preauthorization **Note:** Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	80% after in-network deductible	80% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible
	Physical, speech and occupational therapy **with an autism diagnosis** is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services

Benefits	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	80% after in-network deductible	60% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Chiropractic spinal manipulation and osteopathic manipulative therapy	$40 copay per office visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam.	60% after out-of-network deductible
	Limited to a **combined** 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 30-visit maximum per member per calendar year	
Durable medical equipment **Note:** DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible

Blue Cross Blue Shield of Michigan

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CITY OF LINCOLN PARK

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Blue Preferred® Rx LG Prescription Drug Coverage

Effective Date: On or after April 2015

Benefits-at-a-glance

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

Specialty Pharmaceutical Drugs - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Express Scripts. (Express Scripts is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at **bcbsm.com/pharmacy.** If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a **90-Day Retail Network provider or** mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Member's responsibility (copays)

Note: Your prescription drug copays, including mail order copays, may be subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum:

- Any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug.
- The 25% member liability for covered drugs obtained from an out-of-network pharmacy.

		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay $20 copay	You pay $20 copay	You pay $20 copay	You pay $20 copay plus an additional 25% of the approved amount
	31 to 83-day period	No coverage	You pay $40 copay	No coverage	No coverage

		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
	84 to 90-day period	You pay $40 copay	You pay $40 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay $60 copay	You pay $60 copay	You pay $60 copay	You pay $60 copay plus an additional 25% of the approved amount
	31 to 83-day period	No coverage	You pay $120 copay	No coverage	No coverage
	84 to 90-day period	You pay $120 copay	You pay $120 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay $80 copay or 50% of the approved amount (whichever is greater), but no more than $100	You pay $80 copay or 50% of the approved amount (whichever is greater), but no more than $100	You pay $80 copay or 50% of the approved amount (whichever is greater), but no more than $100	You pay $80 copay or 50% of the approved amount (whichever is greater), but no more than $100 plus an additional 25% of the approved amount
	31 to 83-day period	No coverage	You pay $160 copay or 50% of the approved amount (whichever is greater), but no more than $200	No coverage	No coverage
	84 to 90-day period	You pay $160 copay or 50% of the approved amount (whichever is greater), but no more than $200	You pay $160 copay or 50% of the approved amount (whichever is greater), but no more than $200	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

Covered Services

	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved **generic** and **select brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved **brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements, and vitamins (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount

	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Other FDA-approved **brand-name** prescription preventive drugs, supplements, and vitamins (non-self-administered drugs are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM Custom Formulary	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the formulary are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy,** an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or step therapy are available online at **bcbsm.com/pharmacy.**
Mandatory maximum allowable cost drugs	If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you **MUST** pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug ***plus*** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Drug interchange and generic copay waiver	BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

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