

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF LINCOLN PARK**

**AND**

**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

**November 1, 2014 – June 30, 2017**

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**AGREEMENT**

The City of Lincoln Park, Michigan, hereinafter designated as the "City" and the Lincoln Park Police Officers Association represented by the Police Officers Association of Michigan (POAM) hereinafter designated as the "Association" hereby agree as follows:

To a Collective Bargaining Agreement for the period November 1, 2014 through June 30, 2017.

**ARTICLE 1 - RECOGNITION**

Pursuant to the authority granted under Act 379 of the Public Acts, 1965, the City recognizes the Association as the exclusive collective bargaining representative relative to salaries, hours of employment and other terms and conditions of employment for all full time employees of the Police Department below the rank of Sergeant.

**ARTICLE 2 - PURPOSE AND INTENT**

The general purpose of the 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 Officers Association of Michigan.

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

**DEFINITIONS**

- |                                |   |
|--------------------------------|---|
| 1. CHARTER                     | Means the Charter, City of Lincoln Park   |
| 2. CHIEF                       | Means Chief of Police or other designee or such other person named by the City to be acting Chief in their absence. |
| 3. CITY                        | Means City of Lincoln Park  |
| 4. COLLECTIVE BARGAINING AGENT | Means the POAM  |
| 5. COMMANDING OFFICER          | Means the immediate supervisor of member  |
| 6. COUNCIL                     | Means Council, City of Lincoln Park   |
| 7. DEPARTMENT                  | Means the Lincoln Park Police Department  |

8. POAM Means Police Officers Association of Michigan
9. MEMBER Means all Patrolmen who are included in the Bargaining Unit represented by POAM
10. REPRESENTATIVE Means any elected Association official (including shift representatives) of the Police Officers Association of Michigan
11. SERVICE OR LENGTH OF SERVICE Shall include service with the Police Department of the City of Lincoln Park
12. 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 serve in the Armed Forces on military leaves of absence from the department shall be credited with time covering such service. Officers suspended for cause for more than thirty (30) working days will not be credited with seniority during the term of suspension, subject to the authority of an arbitrator.
13. STRIKE Means any concerted action that interrupts service
14. PROBATIONARY OFFICER Is a member who has not been promoted to Patrolman
15. BASE RATE Is to be used for computing hours of pay for payments 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. PARTIES Police Officers Association of Michigan and equal representatives of the City of Lincoln Park.

18. PROBATIONARY PERIOD      The probationary period of a member shall be twelve (12) months from date of taking oath of office and eighteen (18) months for members taking oath of office after September 9, 1996.
19. GRIEVANCE                      A grievance shall be defined as any dispute between the City and the Association and any employee or employees covered under this agreement, arising out of the interpretation, application or administration of a specific article or section of this contract.
20. GRIEVANCE COMMITTEE      A committee selected by the executive board of the Police Officers Association of Michigan for all purposes set forth herein
21. ANNIVERSARY DATE          Shall mean the date of employment of the officer with the Lincoln Park Police Department. Anniversary dates may be adjusted to account for leaves of absence or suspensions without pay in excess of thirty (30) days.
22. A.A.A.                              Shall mean the American Arbitration Association.
23. F.M.C.S.                          Shall mean Federal Mediation Conciliation Service
24. MEMBER/OFFICER              The term member or officer when used hereinafter shall include all male and female members represented by the Association in the bargaining unit. Gender based distinctions which are found herein are inserted for convenience only and any reference to one gender applies equally to both.
25. POAM                              Police Officers Association of Michigan
26. LEAVE DAY                      Any fully paid day off work which is not sick day
27. EMERGENCY MANAGER      The individual appointed by the State of Michigan pursuant to PA 436

28. 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 unit who are retiring due to mandatory age restrictions who reach age sixty (60) with at least eighteen years of service time.

**ARTICLE 3 – WAGES**

**Section 1 – Wage Schedule**

Effective 2013, the base wages of all members were decreased by five percent.

Effective January 1, 2016, there is a 3% wage increase.

<b>Patrol</b>	<b>Annual</b>	<b>3% increase</b>
Starting	\$38,936.17	\$40,104.26
1 year	\$44,373.72	\$45,704.93
2 year	\$45,868.85	\$47,244.92
3 year	\$47,363.98	\$48,784.90
4 year	\$48,859.12	\$50,324.89
SLO	\$50,602.53	\$52,120.61
Detective	\$53,132.65	\$54,726.63

**Section 2 - Shift Differential**

For members working an eight (8) hour shift. A premium for working regularly scheduled hours other than the day shift shall be paid as follows:

Twilight Shift (6:00 P.M. - 4:00 A.M.)      \$ 0.50 per hour

For members working a twelve (12) hour shift, the shift differential will be paid as follows:

7:00 a.m. – 7:00 p.m.	None
7:00 p.m. – 7:00 a.m.	\$.50 per hour

All members shall participate in direct deposits of payments received.

**ARTICLE 4 - COURT DUTY**

**Section 1 - Off Duty Court Attendance**

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 below.

**25th District Court Time**

For any off duty court appearance at the 25<sup>th</sup> District Court, each member shall receive time and one half (1-1/2) pay for all time required to be spent, with a minimum of three (3) hours pay at the base rate, except as provided in Section 2, hereof.

**Section 2 - Court Attendance**

For members working an eight (8) hour shift who are appearing in court within two (2)

hours prior to their regular shift will receive time and one half (1-1/2) up to his/her regular work schedule. A member appearing in Court within one (1) hour after the regular shift shall receive time and one half (1-1/2), from the end of the shift, for all time required to be spent in Court.

For members working a twelve (12) hour shift who has out of city Court which causes a shift shortage, 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 for no more than four hours.

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

Example: If a member is downtown all day for court (i.e. 9 a.m. – 4 p.m.) and is scheduled in at 7 p.m., overtime will be offered, so the officer has eight (8) hours of rest between court and the beginning of their shift.

### Section 3 - Additional Court Fees Received

If a member receives any fee, subpoena, etc., except subpoena fees from Circuit Court, for his appearance in any court for which he is paid in accordance with Section 1, those monies shall be turned over to the City.

Members shall be entitled to out of pocket expenses 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 1/2) for one (1) hour. If he exceeds one (1) hour, he shall receive the rate of pay as provided in Section 1 of this Article.

### Section 5 - Court Appearance on Extended Sick Leave

The Department will continue to try and cancel all court cases while a person is on extended sick leave.

### Section 6 - Nonaffiliated Court Time

1. Any new officer involved in a court case not affiliated with this department shall attend as a witness and not be compensated. (example: court case from a previous Employer).

2. All civil litigation not associated with this department shall not be compensated.

**ARTICLE 5 - COMPENSATED FRINGE BENEFITS**

All holiday pay will be permanently eliminated including the premium pay and lump sum payments, except as noted below.

Section 1 - Holidays

(a) A member shall be entitled to overtime on the following paid holidays:

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

Members who actually work on a paid designated holiday will be paid at 1 ½ times the hours actually worked on the holiday.

Section 2 - Clothing and Cleaning

(a) Members may seek reimbursements from the prosecutor's office and /or court system as a part of a defendants sentencing agreement.

Effective in 2014, the City went to a reimbursement system.

Effective fiscal year beginning July 1, 2014, and each fiscal year thereafter, an \$800 allowance was put in place. Members will turn in for reimbursement no later than May 15<sup>th</sup> of each fiscal year for reimbursement before the end of the fiscal year. Receipts will be required for reimbursement.

(b) Probationary employees shall be provided, at the expense of the City, with an initial uniform consisting of the following:

3 Pair of Trousers	1 Sam Brown Belt-Basket Weave
3 Short Sleeve Shirts	1 Garrison Belt
3 Long Sleeve Shirts	1 Holster
1 Tie	3 Keepers
1 Cap	1 Cuff Case
1 Pair of Shoes	1 Double Magazine Pouch
1 Waist Length Jacket	2 Name Bars
1 Raincoat	1 Whistle and Chain
1 Trooper Fur Cap	1 Mace Case
1 Bullet Proof Vest - Level IIA	

Additionally, members shall not approach the City for reimbursements for pants, shirts or shoes.

Should a probationary employee not be confirmed as an officer, the initial uniform set above, shall be returned to the City.

May 1st begins the wearing of short sleeve uniform shirts and October 1st begins the wearing of long sleeve uniform shirts. Turtlenecks or Dickies may be worn December 1st through March 1st.

Section 3 – Duty Weapon at Retirement

Upon retirement as defined herein, the retiree will be issued his/her duty weapon as personal, provided the officer carried the weapon five (5) years prior to retirement.

Section 4 - Longevity

Members hired before April 21, 2010 shall receive the following annual longevity payment, based on the employee's date of employment with the City:

Patrol Officer  
\$ 385.33

Senior Lead Officer  
\$ 425.44

Longevity payments shall be made to each employee in a separate check on the 15th or 30th of the month after the member's anniversary date.

Effective upon issuance of the award on April 21, 2010, longevity was eliminated for all new hires into the bargaining unit.

Section 5 - Breathalyzer

All state certified Infra-red breath operator members shall be compensated at \$400.00 per year, payable in February. Operators must be registered with the City by the Chief or his designee to be eligible.

**ARTICLE 6 - HOURS OF WORK - OVERTIME - CALL BACK - STANDBY**

Section 1 - Hours of Work

(a) A daily tour of duty may consist of a period of between eight (8) and twelve (12) consecutive hours at the City's discretion.

Special Assignments will be on the current 40 hour work week as determined by the Chief of Police or other designee to meet the needs of the department and City of Lincoln Park.

Members on special assignments and in special service shall have flexibility of working hours through mutual consent of the City and the Association.

(b) On twelve (12) hours shifts, a work week for each member shall consist of seven (7) consecutive calendar days starting with the first shift on Sunday and ending with the last shift, which begins on Saturday.

(c) In the daily tour of duty a member shall be allowed forty five (45) minutes for lunch.

(d) Permanent Shifts - The procedure for selecting permanent shifts shall be as follows:

1) Shifts and platoons will be selected by each member on the basis of seniority. Platoon modifications can be granted by the Chief and/or his/her designee upon written request of the member, who has just cause.

2) Shift selection shall be on a six (6) months basis, in conjunction with the furlough periods.

3) The Union President shall be allowed to fill one (1) of the permanent shift slots on the day shift.

New hires shall have an eighteen (18) month probationary period. Upon completion of the probation, the member will go to his/her regular assigned shift at the next shift selection date (April or October). If five (5) or more officers are hired within a six (6) month period, the Chief may keep one (1) member on each shift for an extra six (6) months after the conclusion of his/her probationary period.

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.

#### 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. Overtime pay shall include applicable shift differential. 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 times (1-1/2) for all time worked in excess of such daily tour, except that on 12-hour shifts the members hours will be straight time for the additional four (4) hours in the schedule pay period. Any overtime worked up to midnight Sunday, and submitted no later than 9:00 A.M. Monday morning of pay week, shall be paid in that pay period.

(c) On completion of any overtime period worked, a member may indicate to the record officer in charge whether he/she elects to be paid for such overtime or to take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided thereto.

(d) 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.

Section 3 - Special Assignment Overtime

If, at any time, a situation 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:

(a) Special overtime assignments shall be equally divided as to number of hours for the particular assignments as seen fit by the Chief. Each particular overtime assignment shall be evaluated to determine its specific goals and needs and distribution made accordingly.

(b) The said number of hours shall be equally divided among shifts and bureaus. 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. Once a member refuses any of said overtime for the detail, he shall forfeit all seniority rights for that particular detail.

(c) Should the Chief or his designee not be able to allocate the overtime, the remainder of the allocation shall be filled as best seen fit by the Chief.

(d) This provision shall only apply to a planned type of overtime at time and one half (1-1/2) and not emergency situations.

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 during such reasonable travel time to and from such residence and/or location at which a member may be contacted for return to duty for any police purpose.

and

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 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 refer to any time one is called back to work other than time in conjunction with the work day. If one is called within two (2) hours of a normal starting time, then it shall be considered part of the work day and paid at time and one half. If a member is held over past his/her normal work time, then it shall be paid at time and one half.

"Call Back" shall not be defined as including off duty court appearances. (See Article VI, hereof)

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) 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 ( ½ ) time pay for said period, four (4) hours being the minimum for which he/she shall be paid. On being called to duty while on standby status, said member shall be paid at the rate of time and one half (1 ½ ) subject to the provisions of the court time or call back time of the agreement. All hours worked beyond four (4) hours shall be paid at one and one half (1 ½) times the normal rate.

Section 6 - Roll Call

All uniform members shall stand roll call fifteen (15) minutes prior to the start of their shift. Command Officer to hold roll call.

Section 7 - Overtime/Call In Procedure

Overtime opportunities shall be equalized among the uniformed shifts and platoons.

There shall only be one overtime roster.

When a shortage of manpower arises on any shift, it shall be filled by the uniform member who has the least amount of accumulated overtime, regardless of shift. In other words, the overtime opportunities shall be first offered to the member with the least total number of opportunities; then to the next lowest and so on.

If the Union cannot contact members by telephone to fill the shortage, then the junior member on the off going shift shall be ordered in if deemed necessary by the Commanding Officer. No member shall be ordered more than once in a 48 hour period, except during a "Declared Emergency".

Except in the case of emergency, if a member is on furlough, sick leave, E.P.L., A.W.L., or bereavement, he/she will not be called in, in the event of a shift shortage. If any of the above days are in conjunction with a regularly scheduled day off, the member will not be called or eligible for overtime until his/her return to work. No member shall work in excess of two (2) consecutive shifts.

Each year on July 1st, members' accumulated overtime shall revert to zero (0).

1) On completion of any overtime period worked, a member shall indicate to the record officer in charge, whether he/she elects to be paid for such overtime or take time off in lieu; whereupon the record officer in charge shall enter the member's election in the records provided thereto.

SHIFT SHORTAGE LESS THAN 24 HOURS NOTICE

If the overtime assignment cannot be filled by choice (a member from the "off" platoon), two (2) eligible members with the least amount of seniority on the off going shift shall be

ordered to work for no longer than four (4) hours by a commanding officer. (Example: One member will be ordered to hold over 4 hours and the other will be ordered to come in 4 hours early. This would cover 8 out of the 12 hours, if this type of incident should occur.)

#### FORESEEABLE SHIFT SHORTAGE IN EXCESS OF 24 HOURS

When there is a foreseeable shift shortage in excess of 24 hours, 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.

### ARTICLE 7 - FRINGE BENEFITS

#### Section 1 - Physical Examinations

The City may, upon good cause being shown, request any Patrol 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 Patrol 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.

Should any member, after a physical, psychological or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Patrol 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 Patrol 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.

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 Patrol 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.

## Section 2 – Health Care

### **Medical Insurance - Hospitalization**

1. 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.

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 3 - 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 and no longer provided.

“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.

Effective March 15, 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. Current members of the bargaining unit who retire prior to the three (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 4 - Dental Insurance**

The City will pay the full monthly premium on the existing dental plan. For further explanation of benefits, please refer to your group insurance booklet.

#### **Section 5 – Vision Insurance**

The City will pay the full monthly premium on the existing optical plan. Please refer to your group insurance booklet for plan benefits.

#### **Section 6 - 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 7 - Police Professional Liability**

Insurance shall be provided by the City under the terms of the general liability policy.

#### **Section 8 - Parking Expense**

Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

#### **Section 9- 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 10 - Shift Differential**

A premium for working regularly scheduled hours 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 11 - 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 12 – 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.

A. The City will comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111<sup>th</sup> 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 13 – Flexible Spending Arrangement (FSA)**

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

### **Section 14 - 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 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 eligible 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) The 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 of 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.

## **Section 15 - Termination Benefits**

### **(a) Severance and Layoffs**

In case of layoff from the Department, a member shall receive Health and Life Insurance coverage for a period of three (3) months from the date of separation, except in cases of voluntary resignation or dismissal.

### **(b) Termination Allowances**

Any member who terminates his/her employment prior to attainment of his/her longevity anniversary date, or other payment date due to retirement or death, shall receive the longevity allowance which would be due for the fiscal year in which termination occurs. Holiday pay will not be included as a termination payoff permanently.

To be eligible for payment of any vacation time, sick time or other time accruing to said member due to resignation or retirement, a 14 day notice of separation must be provided. The member must also be available at the City's request to work up to seven (7) work days during the 14 day separation period to assist in transition in order to be eligible for payment.

### **(c) 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 to his/her beneficiary, heirs, or estate.

(d) Payments for Furlough Time

A member must meet eligibility definitions. Each member shall be entitled, on his/her retirement, to receive any leave or furlough time accruing to said member. On death, such accrued furlough time shall be paid to his/her beneficiaries, heirs or estate.

**ARTICLE 8 - LEAVE TIME**

Section 1 - Sick Leave

Sick time is not vacation and may not be used for that purpose. Sick time may only be used when the member is sick.

- A. Members will earn (accrue) eight (8) hours sick time per month. Sick time runs by fiscal year.
- B. Probationary employees will earn (accrue) sick leave at the rate of eight (8) hours sick time for each full month paid status of employment. Sick leave will not be available until a probationary employee has worked ninety (90) days.
- C. 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.
- D. Effective the contract year beginning July 1, 2015, each employee will be paid for all sick time in excess of 720 hours.
- E. Members who in any fiscal year use one sick day or less will receive \$300 as sick leave incentive pay.
- F. Sick leave buy back was suspended for the duration of the 2013-2015 contract. Sick time accumulation was capped at 720 hours. Members who retire will receive 50% of their sick leave bank with a maximum payout of 360 hours. (Example: 720 hours in leave bank = 360 hours paid at retirement, 500 hours in leave bank = 250 hours paid out at retirement, if they meet the retirement definition.)

Whenever a member shall call in sick more frequently than three (3) days in a calendar year, unless good cause is shown as to why such usage is justified, 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. 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.

Whenever a member is absent due to illness for a period in excess of two (2) consecutive working days or upon good cause, said member may be required to provide medical certification as to their fitness to return to work. Such certification shall be at the member's expense and from a doctor of the member's choosing. Provided however, that where the Chief or his designee may have personal knowledge or information concerning the member's illness or injury, the requirement of medical certification may be waived by said Chief of Police or his designee.

Whenever a member uses a sick day or days in conjunction with regular scheduled days off, the Chief or his designee may require verification regarding that absence.

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. 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.

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.

Extended sick leave for the purpose of this paragraph is defined as in excess of ninety (90) calendar days consecutively taken off for sick leave with a one-year cap.

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/her own personal physician, the member may consent to the release of such medical information by his/her physician to the City.

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.

Patrol Officers injured on the job may be assigned light duty at the discretion of the City. Light duty shall only be available provided the employee's restrictions can be accommodated and if work exists which would accommodate the restrictions as determined by the City.

No probationary officer up to eighteen (18) months shall be paid for more than two (2) consecutive days of illness except on the presentation of a satisfactory medical certificate.

Section 2 - Light Duty Assignment

A. Light duty may be provided for members who incur an injury or illness which is work-related and who are unable to carry out regular duties subject to the limitations below and at the City's sole discretion. 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.

- 1) The member has been cleared by a City Physician or the City has accepted the clearance of the Member's Physician.
- 2) A member has been off work for two (2) consecutive duty days with the same injury or illness, unless the member desires to waive the two days.
- 3) The member is capable of performing light office work, subject to the restrictions set by their physician or the City's physician.

Under no circumstances will light duty extend beyond six (6) months.

Section 3 – Furloughs

Patrol Furlough Time:

	<u>12 Hour Shifts</u>	<u>8 Hour Shifts</u>
1-5 years	96 hours	80 hours
6-14 years	144 hours	120 hours
15-19 years	192 hours	160 hours
20 and above	204 hours	168 hours

- (a) Up to two years of furlough time may be accumulated, however the member cannot use more than the yearly accrual in any one fiscal year without the City's permission.
- (b) There will be no sellback of any furlough time.

A member's annual furlough shall be divided into two (2) seasons, summer and winter. He/she shall be entitled to take no more than fifteen (15) days in any one season subject to minimum manning and at the City's discretion.

In situations where injury, illness, resignation or retirement have caused a shortage that cannot be solved by shifting personnel between shifts, the City and/or Chief has the ability to approve and/or move the schedule at its discretion. If any member's previously approved extended leave is involuntarily moved with less than twenty-one (21) days notice, and that individual has a prepaid vacation and/or a flight, the City will reimburse the member for the rescheduling of that vacation or flight, as long as notice is provided to the City at the time the rescheduling occurs of the commitment and cost and the City approves it.

(c) Selections of Furlough

Furlough selections shall be based on seniority, starting with the member having the greatest Department seniority on the platoon. One (1) member may take his furlough the same period as a Command Officer unless determined otherwise by the City.

(d) Furlough Scheduling

The Commanding Officer of each platoon and/or Bureau shall post furlough schedules by February 1st of each year for the summer furlough and August 1st of each year for the winter furlough. After posting, furloughs will be selected by department seniority with each member having (5) working days to make his selection of furlough period after the previous selection is made. If the member does not post his furlough within the five (5) day period, he forfeits his seniority rights. Members may leave their selection with their shift representatives if they are going to be absent. After selections are made, they shall be frozen, except by mutual consent between Officers. Furloughs shall be scheduled by division. Furlough slots shall be in twenty six weekly increments.

A member may take any furlough days not scheduled during the initial posting period during the course of the year provided that at least twenty (20) calendar days notice is given.

A member electing to take furlough, other than the allowed concurrent days, will make his first selection, then allow all members of the shift to make their first selection prior to making his second or subsequent selection. Selections to be made by seniority.

Vacation schedules may be modified to control overtime. The parties agree to continue to discuss this issue.

(e) Cancellations

Members shall take all leave and furlough days regularly. Any member who has his/her 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.

(f) Extra Days With Furlough

Members shall be permitted a maximum combination of five (5) accumulated leave days or exchange of days with each furlough period, the same to be taken anytime during the period at the option of the member. 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.

(g) Absence from the City

Members on leave or furlough may absent themselves from the City or State, at their option, without written consent of their Commanding Officer, but shall keep the Department informed of their whereabouts, including address and phone number if available.

Section 4 - Bereavement

Bereavement leave shall be granted to members as follows:

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

Current Spouse    Parent    Child    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  
Brother-in-law                      Son-in-law                      Step Parent  
Step Child

(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                      Current Spouse's Sister-in-law  
Current Spouse's Brother-in-law                      Aunt                      Uncle  
Current Spouse's Grandparent

(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 of 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 additional three (3) days shall be allowed such member over the above furlough time.

NOTE: A bereavement leave day is based on either an eight (8) hour or twelve (12) hour day based on the member's assignment.

Section 5 - 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.

On Christmas Day and New Years Day, all personal leave time must be submitted forty-

eight (48) hours prior to taking the time off. Any personal leave time sought on these occasions will be subject to minimum manpower and shall not cause overtime.

Members hired during the course of a fiscal year shall have their personal leave days prorated through the end of the fiscal year.

Section 6 - Military Leave

We recognize the National Guard and Reserve Services as essential to the strength of our Nation and the maintenance of World Peace. We, therefore, join members of the American business community in agreement that:

- 1) Our employee's job and career opportunities will not be limited or reduced because of their service in the Guard or Reserves.
- 2) Our employees will be granted leaves of absence for military training in the Guard or Reserves without sacrifice of furlough time.

Section 7 - Family Medical Leave Act

The Family Medical Leave Act is hereby adopted by reference. The City retains the right to change or modify the policy. Notification will be provided.

Notwithstanding the Federal Family and Medical Leave Act, (FMLA) which is hereby incorporated by reference into the contract, a member who takes FMLA leave to which he or she is entitled:

- 1) Shall continue to accrue seniority for promotional purposes only; and,
- 2) Must use accrued paid leave consistent with City policy.

The FMLA shall supersede any contract Articles regarding leaves of absences, including provisions regarding eligibility, length, scheduling, insurance benefits, and bumping rights upon return.

Section 8 - Administrative Leave:

Any member who has been served with a Personal Protection Order shall be placed on administrative leave until his/her case has been adjudicated.

**ARTICLE 9 - RULES FOR APPROVED ABSENCES AND LEAVES**

(a) 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 the time and one half (1-1/2) premium pay provided for under Article VII, Section I (c) of this Agreement.

(b) Off Duty Court Appearances

Normally, members shall not be required to attend District Court during their furlough periods. It shall be the duty of the officer (member) to notify the Court Clerk of his furlough period not less than seven (7) days prior to the beginning of such furlough

period.

(c) 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.

(d) 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 officer shall be required to register (book) the prisoner, unless it is not his responsibility.

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

(f) Emergency Use

A member may, in an emergency or unusual hardship, with permission, use a portion of any open furlough period.

(g) 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 or the FMLA, whichever is greater.

(h) Final approval of a regular personal leave day, special day off, sick leave bonus day, (or a furlough day not requested at least twenty (20) calendar days in advance) shall be subject to minimum manpower and shall not cause overtime and shall be given, at the time the request is made, or twelve (12) days before the date requested, whichever is shorter.

**ARTICLE 10 - 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, 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, subject to the provisions of this Agreement.

(c) The Association recognizes the right of the City to make such reasonable Departmental orders, not in conflict with this Agreement, 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. The Chief of Police or his designee, will post on Department bulletin boards all modified or new Department Orders at least twenty four (24) hours in advance of the effective date, except in cases of emergency. The Association reserves the right to question the reasonableness of these rules through the grievance procedure but it may not supersede rights under PA 436 of either the City or the Emergency Manager.

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

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

### **ARTICLE 11- ASSOCIATION ACTIVITIES**

#### **(a) Association Business**

The City may allow up to two (2) people to attend the union's once a year conference.

#### **(b) Dues**

The City shall deduct, on signed authorization by individual officers, all dues and assessments as certified by the Association and forward same to the Association Treasurer each month.

#### **(c) Agency Shop**

Any person employed with the City and covered by this Agreement, who is not a member of the Association and does not make application for membership within ninety (90) days from the effective date of this Agreement; or from the time he first became a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee, equivalent to regular membership dues of the Association, as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association, unless otherwise notified by the Association in writing within the said thirty (30) days; and provided that the Association shall release the City from fulfilling the obligation to discharge if during the thirty (30) day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the membership dues or service fee in accordance with this agreement.

The Union agrees to protect, save harmless and indemnify the Employer from all claims, demands, suits and other forms of liability by reason of the action taken by the Employer for the purpose of complying with this Article of the Agreement.

#### **(d) New Applicants**

Persons applying for the position of Police Officer shall be given a copy of the Agency Shop Clause.

(e) Bulletin Board

The Association shall be provided a suitable bulletin board in the Police Department Squad (Assembly) Room for the posting of Association notices or other materials.

Such board shall be identified with the name of the Association and the Association may designate persons responsible therefore.

(f) Association Meetings

The Association may schedule meetings on Police Department property. It is also agreed that representatives of the Association, if on duty, be excused to attend to Association duties, provided such meetings are not disruptive to the efficient operation of the Department, subject to approval of the Chief of Police.

**ARTICLE 12- WORKING CONDITIONS**

(a) No member shall be forced to walk for more than one (1) hour at a time in weather of twenty degrees above zero or lower. No member shall be forced to walk for more than four (4) consecutive hours, nor shall any member walk alone unless equipped with direct communication with the station (portable radio). Foot patrol shall not be used for disciplinary action.

(b) In the event the City determines a layoff is necessary, layoff will be by department seniority.

(c) When there is an odd man, after doubling after dark, he shall work alone with a prep radio. Under no circumstances shall an officer while on probation work alone after dark.

(d) Police Reserve Officers who ride in police cars as a part of their continued training shall ride with a Command Officer; however, members may volunteer to take this assignment.

(e) Police Reserve Officers shall not be used as additional manpower except in an emergency or on special occasions as defined by the Emergency Manager.

(f) Police Reserve Officers shall not be permitted to wear the same uniform or similar in color, to regular officers' uniforms.

(g) Vehicle Condition

The City shall provide continuous improvement of Police Department vehicles. All maintenance shall be done by qualified, certified State licensed mechanics and that all equipment shall be maintained in a safe condition. The parties further agree to comply with the specifications provided in the manufacturer's suggested check list.

If an officer believes the equipment he is required to work with is unsafe, he shall immediately report same to his Commanding Officer. Refusal to work with unsafe

equipment shall not be grounds for discipline.

(h) Animal Complaints

Police Officers shall not be required to handle animal complaints in the normal discharge of their duties. The parties agree, however, that when Community Service Officers are not on duty, Police Officers shall handle the following:

Criminal Animal Complaints  
Dog Bites

Vicious and injured animal calls shall result in the dispatching of a Police Officer when no Code Enforcement Officer is on duty, however, at the discretion of the officer in charge at the scene, the Code Enforcement Officer shall be called in to handle these complaints.

(i) Special Assignments

The following procedure will be used in making assignments of members, but not limited to, radar officers, school liaison officer, 6:00 P.M. to 4:00 A.M. shift, narcotics officer (DRANO) and any other assignment deemed necessary by the Department.

- 1) Proposed assignments will be posted for seventy two (72) hours on the Association bulletin board in the assembly room.
- 2) Employees will sign the sheet to indicate their willingness to accept the assignment.
- 3) Interested members must sign the list within the 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 employees who have expressed an interest in the available position will be considered by the Chief. In making his choice the Chief will consider the Officer'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 employees from these assignments at any time.
- 6) No member who has served in one or more of the following special assignments for a period of three (3) years shall be eligible for another special assignment for an additional two (2) years, so long as there are qualified applicants for any available special assignment:

School Liaison, Special Operations, Community Policing, DRANO, DRATT, DARE, and Detective Patrol Officer which may be a five (5) year maximum assignment. Unless the

Department determines otherwise for Detectives only.

(j) Senior Lead Officer

The term Senior Lead Officer shall refer to the twelve (12) most senior members with Department seniority.

In the event a member of the Command ranks is reduced back into the bargaining unit, that member will take his/her rightful position among the SLO positions, providing his/her reduction in rank was not a result of department disciplinary action, in which case he/she would then be placed in the position below the last SLO. The member will then become eligible for the SLO position when the members department seniority dictated for the next SLO position.

Detective Patrol Officers

Detective Patrol Officers shall come form the ranks of those with 7 years or more experience with the Lincoln Park Police Department. Officers selected to the position of Detective will receive a 5% premium in pay above their current pay grade. The length of time for assignment is up to the City.

However, applications for positions will be received and reviewed and considered for positions where an incumbent has more than five years in the assignment.

**ARTICLE 13 - HAIRCUT RULE**

The parties agree that Police Administration will make an effort to uniformly administer the rule governing haircuts. Once a year, haircut standards will be reviewed.

The Committee will consist of an Association Representative appointed by the Association, a Department Lieutenant designated by the Chief and one (1) member designated by the City Manager. Should disagreement over standards develop, a fourth member mutually agreed to by both parties will be consulted.

**ARTICLE 14 - LAYOFFS**

Where bona fide reasons exist, the City may lay off. In the event of a layoff, probationary officers shall be laid off first, thereafter, the members with the lowest amount of seniority. In the event of a recall, the member with the highest amount of seniority shall be called back first. It is understood and agreed that the affected individual shall be qualified to perform the work required. During said layoff period, a member's seniority shall not accumulate and no new police officer shall be hired while layoffs are in effect.

It is further understood and agreed that a laid off employee's right to recall shall continue for a period of two (2) years thereafter his seniority shall be broken.

Notice of recall shall be sent by registered mail, with a copy furnished to the Association

Director, to the employee at his last address as officially recorded with the City. The employee shall be responsible to respond to the recall notice within a period of ten (10) working days. The requirement for a ten (10) day response shall be relaxed only in the event that the employee's failure to contact the Employer is legitimately beyond his control.

### **ARTICLE 15- EXAMINATIONS - PROMOTIONAL**

#### **(a) Basis of Promotion**

Promotions within the bargaining unit shall be made on the basis of seniority, competitive examination and at the discretion of the City. The City may choose not to fill a vacant position.

#### **(b) Vacancies Posted**

Job vacancies shall be posted on the Association board by the City for a period of at least fourteen (14) days, showing the time, place and purpose of the examination.

#### **(c) Written Examination**

Each candidate will receive points on the written examination based on 100% of the total number of correct answers achieved. The written examination shall be a test selected by the City. 75% written test score and 25% seniority. Candidates will be ranked by total score.

#### **(d) Eligibility List**

The City shall establish an eligibility list on all promotional examinations for a period of six (6) 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, the City shall fill that vacancy from the said list. The list may be extended for an additional 6 months.

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

#### **(e) Revert Back**

During the probationary period, the member shall have the opportunity to revert back to his former classification without prejudice.

#### **(f) Trial Period Pay**

During the trial period, the member shall receive the minimum rate of pay for the job which he/she is performing.

- (1) The written exam shall be offered first to Senior Lead Officers. Four (4) members must complete the examination. The City will allow for two (2) emergency situations. An emergency shall be defined as an unforeseen combination of unusual circumstances which will not allow the member to be present at the exam. The Chief shall determine whether an emergency is valid

and his decision shall be final.

- (2) Members wishing to take the Sergeant's examination shall submit a letter to the Chief with their intention to take the promotional test within ten (10) days of the announcement. If a member does not show up for the examination, he/she shall reimburse the City the cost of said examination, unless the reason for non-appearance is that of an emergency nature.

(g) Association Official Present

An Association member, designated by the Association, who is not a candidate for promotion will be present at the written tests. TESTS SHALL BE SCORED BY AN OUTSIDE AGENCY.

(h) Examination Given While On Duty

Members eligible to participate in any Departmental examination for promotion, such examination being given while said members are on duty, shall not have time taken away from them for having participated in any such examination; but said members shall be credited the same as if they were actually on duty.

(i) Special Badge

All present and future members of the Police Department who have successfully completed five (5) years of service with the Lincoln Park Police Department will be awarded a badge signifying the officer as a senior patrolman.

Compensation for experience is accommodated through the longevity & wage pay schedule.

**ARTICLE 16 - DEPARTMENTAL DISCIPLINE**

- (a) No member shall be discharged or otherwise disciplined except for just cause. The claim of any member that he/she 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/she shall be entitled to request that one (1) member of the Board of Directors of the Lincoln Park Police Officers Association (LPPOAM) accompany him/her during any interview with his/her Commanding Officer or the Chief of Police.
- (c) A member has the right to be confronted by his/her actual accuser. The Chief of Police 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/her service jacket.
- (d) Unexcused absences are subject to disciplinary action.
- (e) The City, upon written request, shall remove disciplinary records every two (2) years

from date of incident from an officer's service file if the discipline imposed is less than one week and no further suspension(s) have been received in the subsequent two (2) year period.

The City, upon written request, shall remove disciplinary records every four (4) years from the date of incident from an officer's service file if the discipline imposed is less than thirty (30) days and no subsequent suspension(s) have been received by the Officer in the four (4) year period.

(f) The City, upon written request, shall remove all other complaints every three (3) years from date of incident from all files of the officers (Internal Affairs Investigations).

(g) The City's disciplinary policy shall be a progressive disciplinary system consisting of the following progressive discipline:

- 1) Corrective counseling
- 2) Oral reprimand
- 3) Written reprimand
- 4) Suspension without pay
- 5) Discharge

Corrective counseling shall consist of any counseling given by a superior officer and shall not be reduced to writing. Oral reprimand shall be given only by the Chief of Police, or his designee. All other disciplinary actions shall be a part of the officer's personnel file containing full details of the disciplinary action taken. Any other aspects of the disciplinary policy that are necessary to clarify the disciplinary process shall be negotiated by the parties.

(h) If a member is suspended by the Chief and/or his/her designee, each day of suspension(s) will be considered 8 hours. Discipline will be converted to hours rather than days.

(i) Subject to the authority of an arbitrator, if a member is suspended for cause for more than thirty working days, he/she shall not accrue fringe benefits during said period of suspension, including, but not limited to furlough leave days, and any cash allowances, except for medical and life insurance.

#### **ARTICLE 17 - GRIEVANCE AND ARBITRATION**

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

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

Step 1

Any employee having a complaint shall first consult with the Grievance Committee. If the Grievance Committee determines the grievance as meritorious, they shall present the grievance to the grievant's immediate supervisor within ten (10) days of when the member knew or should have known of the event giving rise to the grievance. The Supervisor shall, within five (5) days of receipt of the grievance, submit his written response to the Grievance Committee.

Step 2

If the grievance is not resolved in the first step, the Grievance Committee shall within five (5) days of receipt of the Supervisor's disposition, request a meeting with the Chief of Police. The Chief shall meet with the Grievance Committee and then submit his written decision within five (5) days of the meeting.

Step 3

If the grievance is not resolved in Step 2, the POAM shall within five (5) days of the Chief's disposition, request, through the City, a pre-arbitration meeting with the Association and City's negotiator, which shall be set within thirty (30) days from the date of such request. Either side may be represented by counsel if they desire.

Step 4

If no decision can be reached, the Association may, within thirty (30) days, appeal to arbitration by giving notice to the Office of City Management 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 the American Arbitration Association or Federal Mediation Conciliation Service for the selection of an arbitrator under their voluntary labor arbitration rules. The expense of the arbitrator shall be shared equally by both parties.

(c) Saturday, Sunday and holidays shall not be counted in the above time limits. Time limits may be extended by mutual agreement, which shall be in writing.

(d) Either party in any step of the procedure may call a meeting to discuss the grievance and reach a solution.

(e) Powers of the Arbitrator

The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of the specific articles and sections of the agreement, and it shall be without power or authority to make any decisions.

Section 1: Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules and regulations having the force and effect of law.

Section 2: Involving the reasonable exercise of discretion by the city under the provisions of this agreement, its charter, or applicable law or in any way infringe on or

limit rights of the City or Emergency Manager under PA 436.

Section 3: Limiting or interfering in any way with the powers, duties or responsibilities of the City under its charter, applicable law, and rules and regulations having the force and effect of law.

Section 4: Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy or rules does not conflict with this Agreement.

Section 5: Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

Section 6: Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matter in dispute.

Section 7: Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

(f) No Strike Clause

The parties agree that for the term of this Agreement, there shall be no lockout of the members by the Employer or strike by the members against the Employer.

(g) Association Members Rights

Each member of the Association shall be granted rights as provided herein relative to disciplinary proceeding. Such rights shall include any and all rights provided under state or federal law to citizens of the State of Michigan or United States of America.

1) Any member who is accused of violating any criminal law, city, state or federal, shall be entitled to his full rights under the State and Federal constitutions without being disciplined for exercising such rights unless specifically accepted in this Agreement.

2) The Department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matters scheduled to be heard. Such notice shall indicate the time and place of the hearing. The City shall provide a list of all witnesses to be presented at such hearing. The Association shall provide the City with a list of all witnesses intended to be presented.

3) After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least twenty four (24) hours from the time of the order in which to comply. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to consult with their Association representative or legal counsel prior to making any statement. The refusal to make a

statement after Garrity warnings have been given, will subject the employee to disciplinary action.

- 4) An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member.
- 5) A member shall have the right to have an Association officer and legal counsel present at the Chief's hearing for advisory purposes. Representatives of the employee may not participate in the proceeding. Throughout the disciplinary process, the member is presumed to be innocent and that presumption remains until the Department overcomes such a presumption by a preponderance of evidence.
- 6) All members of the Department shall have the freedom to speak in public and through any form of communication to the same extent that any citizen of the United States is afforded that privilege.
- 7) Members shall be permitted to engage in political activities, partisan or nonpartisan, except when on duty, while in uniform, while acting in an official capacity or in a manner which brings discredit to the Department.
- 8) Whenever a disciplinary penalty has been modified or set aside and the affected employee submits a claim for a partial or full reimbursement for back pay which has been ordered by the arbitrator, he shall be paid such amount determined less any amount that he may have earned while on such period of suspension or discharge.

#### **ARTICLE 18 - 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 19 - RULES AND REGULATION REVIEW**

Departmental Rules and Regulations shall be reviewed after the signing of this Agreement and shall be completed no later than twenty four (24) months from the date of this Agreement. Recommendations of the Association concerning modification of the Rules and Regulations shall be made through the office of the Chief of Police to the Emergency Manager or, in their absence, the City Manager.

#### **ARTICLE 20 - COPY OF AGREEMENT TO MEMBERS**

Copy of this Agreement shall be provided by the municipality to all members of the Lincoln Park Police Officers Association.

## **ARTICLE 21 - SPECIAL CONFERENCES**

- 1) A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- 2) 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 fifteen (15) 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 on the agenda.

## **ARTICLE 22 - PERFORMANCE EVALUATION RATING**

Each employee shall be rated by his or her immediate supervisor.

Upon completion of the rating, each member will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluations. The original copy shall be placed in the member's personnel file.

Any member who wishes to appeal his/her performance evaluation must make a written request to the Chief of Police within thirty (30) days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating. The matter will be heard by the Chief of Police as expeditiously as circumstances permit. Upon request, a member may have one (1) union representative present at this hearing. Performance evaluation ratings shall not be subject to the grievance procedure.

## **ARTICLE 23 - PENSION AND RETIREMENT BENEFITS**

### Defined Benefit Pension Participation:

Employee Pension administration and assets may be transferred, assigned or otherwise contracted to the Municipal Employees Retirement System (MERS) or another System or Manager. 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 TAB.

### 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 and longevity.

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

(e) The member's pension contribution rate is 8.18%.

### **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.

#### **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.

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: New Hires hired after January 1, 2014 -**

(a) For all employees hired after January 1, 2014, they will receive a 2.0% multiplier in the current Defined Benefit Plan, they will not receive an Annuity refund as an option

and they will not have the option to purchase years of service towards their service retirement. Pension to be computed on base salary only. No fold-ins.

**Section 5: Retiree Health Care for Employees hired after the Arbitration Award of April 21, 2010 and for all Members of the bargaining unit after November 1, 2014.**

All new hires as of April 21, 2010, 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. All present health insurance for retirement has been eliminated for all members.

Effective March 1, 2015 the parties agree 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.

This plan has a three (3) year vesting on the Employer contribution, except as otherwise noted.

**ARTICLE 24 - FIELD TRAINING OFFICER PROGRAM**

If the City decides to implement a Field Training Program (FTO), the following will occur:

1. The two parties agree to pick a representative from each group.
2. The two representatives shall then attend a Field Training Class. The parties will then draft a policy regarding the implementation of the program.
3. Those officers chosen as FTO and certified shall be compensated at one hour per day at time and one half while assigned to field training duties.
4. Duties and responsibilities will be determined after attending field training classes.

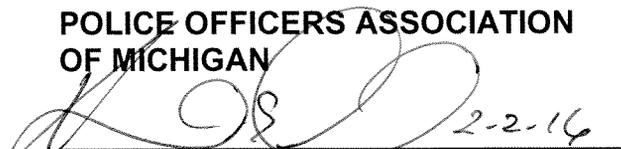
**ARTICLE 25 - DURATION**

This Agreement shall be effective as of October 1, 2015 unless otherwise specified and shall remain in full force and effect until the 30th day of June, 2017, and thereafter 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.

Executed on this 22<sup>nd</sup> day of December.

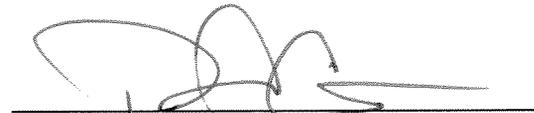
**POLICE OFFICERS ASSOCIATION  
OF MICHIGAN**

  
\_\_\_\_\_  
Kenneth Grabowski, Representative

  
\_\_\_\_\_  
Eric Popowicz, President

  
\_\_\_\_\_  
Ronald Wise, Vice President

**CITY OF LINCOLN PARK**

  
\_\_\_\_\_  
Brad Coulter, Emergency Manager





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

## **CITY OF LINCOLN PARK - MUNICI A0IXF9 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](http://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
<b>Member's responsibility (deductibles, copays, coinsurance and dollar maximums)</b>		
<b>Note:</b> 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
<b>Deductibles</b>	\$6,350 for a one-person contract or \$12,700 for a family contract (2 or more members) each calendar year <b>(no 4th quarter carry-over)</b>	\$12,700 for a one-person contract or \$25,400 for a family contract (2 or more members) each calendar year <b>(no 4th quarter carry-over)</b>
<b>Note:</b> Your deductible combines deductible amounts paid under your Simply Blue HSA medical coverage and your Simply Blue prescription drug coverage. <b>Note:</b> The full family deductible must be met under a two-person or family contract before benefits are paid for any person on the contract.	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.	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.
<b>Flat-dollar copays</b>	See "Prescription Drugs" section	See "Prescription Drugs" section
<b>Coinsurance amounts (percent copays)</b>	None	<ul style="list-style-type: none"> <li>20% of approved amount for most covered services</li> </ul>
<b>Note:</b> Coinsurance amounts apply once the deductible has been met. <b>Annual out-of-pocket maximums</b> - 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
<b>Lifetime dollar maximum</b>	None	

Benefits	In-Network	Out-of-Network
<b>Preventive care services</b>		
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 <b>Note:</b> 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 <b>Note:</b> 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) <ul style="list-style-type: none"> <li>• 8 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 6 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	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) <b>Note:</b> Subsequent medically necessary mammograms performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.	80% after out-of-network deductible <b>Note:</b> 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 <b>Note:</b> Medically necessary colonoscopies performed during the <b>same</b> 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
<b>Physician office services</b>		
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
<b>Emergency medical care</b>		
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
<b>Diagnostic services</b>		
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
<b>Maternity services provided by a physician or certified nurse midwife</b>		
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
<b>Hospital care</b>		
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
		Unlimited days
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital		
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
<b>Alternatives to hospital care</b>		
Benefits	In-Network	Out-of-Network
Skilled nursing care and related physician services - must be in a <b>participating</b> 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 <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be provided by a <b>participating</b> home health care agency</li> </ul>	100% after in-network deductible	100% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center (AIC)</li> <li>• may use drugs that require preauthorization - consult with your doctor</li> </ul>	100% after in-network deductible	100% after in-network deductible

Benefits	In-Network	Out-of-Network
<b>Surgical services</b>		
Benefits	In-Network	Out-of-Network
Surgery - includes related surgical services and medically necessary facility services by a <b>participating</b> 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	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "		
Elective abortions	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
<b>Human organ transplants</b>		
Benefits	In-Network	Out-of-Network
Specified human organ transplants - must be in a <b>designated</b> 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 <b>only</b>
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	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Benefits	In-Network	Out-of-Network
<b>Mental health care and substance abuse treatment</b>		
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: <ul style="list-style-type: none"> <li>covered mental health services <b>must</b> be performed in a residential psychiatric treatment facility</li> <li>treatment <b>must</b> be preauthorized</li> <li>subject to medical criteria</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	100% after in-network deductible	100% after in-network deductible - in participating facilities <b>only</b>
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities <b>only</b>	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
<b>Autism spectrum disorders, diagnoses and treatment</b>		
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	100% after in-network deductible	100% after in-network deductible
<b>Note:</b> 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.		
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 <b>with an autism diagnosis</b> 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
<b>Other covered services</b>		
Benefits	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> 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.		
<b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
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 <b>combined</b> 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 <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
Limited to a <b>combined</b> 30-visit maximum per member per calendar year		
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
<b>Note:</b> 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.		
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



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## CITY OF LINCOLN PARK - MUNICI

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### Simply Blue<sup>SM</sup> PPO HSA LG - Prescription Drug Coverage

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.

**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](http://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
<b>Coinsurance amounts (percent copays)</b>  <b>Note:</b> 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 <b>plus</b> 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

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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
<b>Covered services</b>				
	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 <b>select brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	FDA-approved <b>generic and select brand-name</b> 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 <b>brand-name</b> 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 <b>generic and select brand-name</b> prescription contraceptive medication (non-self-administered drugs are not covered)	FDA-approved <b>generic and select brand-name</b> 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 <b>brand-name</b> prescription contraceptive medication (non-self-administered drugs are not covered)	Other FDA-approved <b>brand-name</b> 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. <b>Note:</b> 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

<b>Prior authorization/step therapy</b>	A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b> , 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 <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a> .
<b>Mandatory maximum allowable cost drugs</b>	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 <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <i>plus</i> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> 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. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
<b>Drug interchange and generic copay waiver</b>	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.
<b>Quantity limits</b>	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.



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**CITY OF LINCOLN PARK - MUNICI  
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12678-000  
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
<b>Member's responsibility (copays)</b>		
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
<b>Eye exam</b>		
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		

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Benefits	VSP Network doctor	Non-VSP provider
<b>Lenses and frames</b>		
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.	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	
<b>Note:</b> Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.		
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance)	Reimbursement up to \$45 (member responsible for any difference)
<b>Note:</b> All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.		

Benefits	VSP Network doctor	Non-VSP provider
<b>Contact lenses</b>		
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**  
**A0IEA3**  
**68089660**  
**0070060490010**  
**Simply Blue LG Certificate**  
**Effective Date: On or after April 2015**  
**Benefits-at-a-glance**

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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.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

## 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
<b>Deductibles</b>	\$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 <b>Note:</b> Out-of-network deductible amounts also count toward the in-network deductible, if applicable.
<b>Flat dollar copays</b>	<ul style="list-style-type: none"> <li>\$20 copay for office visits and office consultations</li> <li>\$20 copay for urgent care visits</li> <li>\$20 copay for chiropractic services and osteopathic manipulative therapy</li> <li>\$150 copay for emergency room visits</li> </ul>	\$150 copay for emergency room visits
<b>Coinsurance amounts (percent copays)</b> <b>Note:</b> Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing care</li> <li>20% of approved amount for most other covered services</li> </ul>	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing care</li> <li>40% of approved amount for most other covered services</li> </ul>
<b>Annual coinsurance maximums</b> - applies to coinsurance amounts for all covered services - but <b>does not</b> 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 <b>Note:</b> Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
<b>Annual out-of-pocket maximums</b> - 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 <b>Note:</b> Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket maximum.
<b>Lifetime dollar maximum</b>	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 <b>Note:</b> 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 <b>Note:</b> 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) <ul style="list-style-type: none"> <li>• 6 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 6 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	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) <b>Note:</b> Subsequent medically necessary mammograms performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible <b>Note:</b> 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 <b>Note:</b> Subsequent colonoscopies performed during the <b>same</b> 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  <b>Note:</b> 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  <b>Note:</b> 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 <b>Note:</b> 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	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital		
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 <b>participating</b> 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 <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be provided by a <b>participating</b> home health care agency</li> </ul>	80% after in-network deductible	80% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center</li> <li>• may use drugs that require preauthorization - consult with your doctor</li> </ul>	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 <b>participating</b> 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.	80% after in-network deductible	60% after out-of-network deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "		
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 <b>designated</b> 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 <b>only</b>
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	80% after in-network deductible	60% after out-of-network deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.		
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
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 <b>only</b> Unlimited days
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities <b>only</b>	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  <b>Note:</b> 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 <b>with an autism diagnosis</b> is limited to the same annual <b>combined</b> 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)  <b>Note:</b> 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.  <b>Note:</b> 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 <b>Note:</b> 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. Limited to a <b>combined</b> 12-visit maximum per member per calendar year	60% after out-of-network deductible <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible Limited to a <b>combined</b> 30-visit maximum per member per calendar year (visits are <b>combined</b> with therapies for autism spectrum disorder)	60% after out-of-network deductible

Benefits	In-Network	Out-of-Network
Durable medical equipment  <b>Note:</b> 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**

#### 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](http://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 \$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
Tier 2 - Preferred brand-name drugs	84 to 90-day period	You pay \$30 copay	You pay \$30 copay	No coverage	No coverage
	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
Tier 3 - Nonpreferred brand-name drugs	84 to 90-day period	You pay \$100 copay	You pay \$100 copay	No coverage	No coverage
	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 <b>generic</b> and <b>select brand name</b> 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 <b>brand name</b> 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 <b>generic</b> and <b>select brand-name</b> 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

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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
Other FDA-approved <b>brand-name</b> 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 <b>Note:</b> 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

<b>BCBSM Custom Formulary</b>	<p>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.</p> <ul style="list-style-type: none"> <li>• <b>Tier 1 (generic)</b> - 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.</li> <li>• <b>Tier 2 (preferred brand)</b> - Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.</li> <li>• <b>Tier 3 (nonpreferred brand)</b> - 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.</li> </ul>
<b>Prior authorization/step therapy</b>	<p>A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b>, 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 <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
<b>Mandatory maximum allowable cost drugs</b>	<p>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 <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> 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. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
<b>Drug interchange and generic copay waiver</b>	<p>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.</p>
<b>Quantity limits</b>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

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### Simply Blue LG Certificate

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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.

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Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

## 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
<b>Deductibles</b>	\$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 <b>Note:</b> Out-of-network deductible amounts also count toward the in-network deductible, if applicable.
<b>Flat dollar copays</b>	<ul style="list-style-type: none"> <li>\$40 copay for office visits and office consultations with a <b>non-specialist</b></li> <li>\$60 copay for office visits and office consultations with a <b>specialist</b></li> <li>\$60 copay for urgent care visits</li> <li>\$40 copay for chiropractic services and osteopathic manipulative therapy</li> <li>\$250 copay for emergency room visits</li> </ul>	\$250 copay for emergency room visits
<b>Coinsurance amounts (percent copays)</b>	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing care</li> <li>20% of approved amount for most other covered services</li> </ul>	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing care</li> <li>40% of approved amount for most other covered services</li> </ul>
<b>Annual coinsurance maximums</b> - applies to coinsurance amounts for all covered services - but <b>does not</b> 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 <b>Note:</b> Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
<b>Annual out-of-pocket maximums</b> - 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 <b>Note:</b> Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket maximum.
<b>Lifetime dollar maximum</b>	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 <b>Note:</b> 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 <b>Note:</b> 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) <ul style="list-style-type: none"> <li>• 6 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 6 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	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) <b>Note:</b> Subsequent medically necessary mammograms performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible <b>Note:</b> Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy <b>Note:</b> Subsequent colonoscopies performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.	One per member per calendar year 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	<p>\$40 copay for office visit with a <b>non-specialist</b>                      \$60 copay for each office visit with a <b>specialist</b>  <b>Note:</b> 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.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	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	<p>\$40 copay for office consultation with a <b>non-specialist</b>                      \$60 copay for each office consultation with a <b>specialist</b>  <b>Note:</b> 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.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	60% after out-of-network deductible

## Urgent care visits

Benefits	In-Network	Out-of-Network
Urgent care visits	<p>\$60 copay per office visit  <b>Note:</b> 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.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	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	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital		
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 <b>participating</b> 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 <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)		
Home health care: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be provided by a <b>participating</b> home health care agency</li> </ul>	80% after in-network deductible	80% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center</li> <li>• may use drugs that require preauthorization - consult with your doctor</li> </ul>	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 <b>participating</b> 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.	80% after in-network deductible	60% after out-of-network deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "		
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 <b>designated</b> 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 <b>only</b>
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	80% after in-network deductible	60% after out-of-network deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.		
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
<b>Inpatient</b> mental health care	80% after in-network deductible	60% after out-of-network deductible
<b>Inpatient</b> substance abuse treatment	80% after in-network deductible	Unlimited days 60% after out-of-network deductible
Outpatient mental health care: • Facility and clinic	80% after in-network deductible	Unlimited days 80% after in-network deductible - in participating facilities <b>only</b>
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities <b>only</b>	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	80% after in-network deductible	80% after in-network deductible
<b>Note:</b> 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.		
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 <b>with an autism diagnosis</b> 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)	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
<b>Note:</b> 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.		
<b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
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 <b>Note:</b> 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
Outpatient physical, speech and occupational therapy - provided for rehabilitation	Limited to a <b>combined</b> 12-visit maximum per member per calendar year 80% after in-network deductible	60% after out-of-network deductible <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment  <b>Note:</b> 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.	Limited to a <b>combined</b> 30-visit maximum per member per calendar year 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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- 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

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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
Tier 2 - Preferred brand-name drugs	84 to 90-day period	You pay \$40 copay	You pay \$40 copay	No coverage	No coverage
	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
Tier 3 - Nonpreferred brand-name drugs	84 to 90-day period	You pay \$120 copay	You pay \$120 copay	No coverage	No coverage
	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 <b>generic</b> and <b>select brand name</b> 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 <b>brand name</b> 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 <b>generic</b> and <b>select brand-name</b> 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

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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
Other FDA-approved <b>brand-name</b> 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 <b>Note:</b> 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

<b>BCBSM Custom Formulary</b>	<p>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.</p> <ul style="list-style-type: none"> <li>• <b>Tier 1 (generic)</b> - 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.</li> <li>• <b>Tier 2 (preferred brand)</b> - Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay.</li> <li>• <b>Tier 3 (nonpreferred brand)</b> - 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.</li> </ul>
<b>Prior authorization/step therapy</b>	<p>A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b>, 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 <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
<b>Mandatory maximum allowable cost drugs</b>	<p>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 <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> 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. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
<b>Drug interchange and generic copay waiver</b>	<p>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.</p>
<b>Quantity limits</b>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

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