

AGREEMENT

Between

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH AUTHORITY

And

ST. CLAIR COUNTY COMMUNITY MENTAL HEALTH EMPLOYEES  
AFSCME LOCAL 3385

January 1, 2022

Through

December 31, 2024

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January 1, 2022 through December 31, 2024

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## **PURPOSE AND INTENT**

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

The parties recognize that the interest of the community depends upon the Union's and the Authority's success in establishing a proper service system to the citizens of St. Clair County.

### **ARTICLE 1**

#### **- Recognition -**

#### **SECTION 1**

The Union is hereby recognized as the exclusive representative of all eligible employees within the unit known as the St. Clair County Community Mental Health Employees, Michigan AFSCME Council 25 Local 3385 for the purpose of collective bargaining with respect to wages, rates of pay, hours of employment, and working conditions for the term of this Agreement. The term employee means bargaining unit employee unless otherwise noted.

#### **SECTION 2**

Executive employees are excluded from the bargaining unit and shall be defined as Executive Director, Deputy Director, Medical Director, Administrative Services Director, Finance Director, Program Director, IT/Facility Director, Support Services Director, and Human Resource Director/Manager. Other employees excluded from the bargaining unit shall include Recipient Rights Director, Recipient Rights Advisor, Nurse Practitioner, Executive Secretaries, Executive Administrative Assistant, Administrative Assistant, Independent Facilitator, temporary employees, employees represented by other labor organizations, and part-time temporary trainers.

#### **SECTION 3**

The parties agree that they shall not discriminate against any person because of race, creed, color, national origin, age, marital status, number of dependents, handicap, weight, gender, or sexual preference.

### **ARTICLE 2**

#### **- Management Rights -**

#### **SECTION 1**

It is recognized that the management of the Authority, the control of its properties, the maintenance of order and efficiency is solely a responsibility of the Authority, with the exception of the County retirement plan. Other rights and responsibilities not abridged

by this Contract shall belong solely to the Authority and are hereby recognized prominent among, but by no means wholly inclusive, are:

- a. The right to decide the number and locations of its facilities, departments, and programs, etc.; work to be performed within each program; the right to discontinue jobs; maintenance and repairs; amount of supervision necessary; methods of operation; the number of employees assigned and at what facilities or programs; scheduling hours; together with the full responsibility and control for selection and hiring and evaluation of personnel, programs, operations and facilities; to determine how services will be provided.
- b. Further, it is recognized that the responsibility for the posting, selection and direction of the working force in accordance with this Agreement includes the right to decide the number of employees, the right to hire, discipline or discharge for just cause; assign work within a program; the right to unilaterally reassign employees to other units/programs/departments so long as it is within the same job classification; promote or transfer; the right to decide employee's qualifications; to determine the amount of overtime to be worked; the right to make necessary rules and regulations governing employee conduct and safety.
- c. The Authority's failure to exercise any right directly or indirectly reserved to it or its exercise of such right in a particular way shall not be deemed a waiver of its right to exercise such right, or preclude the Authority from exercising the same in some other way not in conflict with the express provisions of this Agreement.

### **ARTICLE 3**

#### - Union Membership, Dues and Service Fees -

#### SECTION 1

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time may continue membership in the Union for the duration of the Agreement, except that employees may revoke their membership in the Union and discontinue paying dues in accordance with the process established by AFSCME Council 25 or by law.
- (b) Employees covered by the Agreement who are not members of the Union at the time it becomes effective, and employees hired, rehired, reinstated or transferred into the bargaining unit, after such date, may, commencing the Ninetieth (90) day following the beginning of their employment in the Unit, may become members in the Union for the duration of this Agreement, except that employees may revoke their membership in the Union and discontinue paying dues in accordance with the process established by AFSCME Council 25 or by law.

## SECTION 2

- (a) Payment by Check-off or Direct to the Union. Employees may tender initiation fees uniformly required of acquiring membership in the Union and monthly membership dues by signing the Authorization for Check-off of Dues Form, or may pay the same directly to the Union. Any employee who does not have his/her dues deducted from his/her pay or who does not make payment thereof directly to the Union in a timely manner, if required by Section 1, paragraphs (a), (b) or (c) above, shall be liable to the Union in a suit at law for the collection of said dues.
- (b) Check-off Form. During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and Bylaws of the Union from the pay of each employee who voluntarily executes or has executed an Authorization for Check-off of Dues form which is consistent with the terms of the Agreement and does not impose restrictions of free choice upon employees.
- (c) Deductions. Deductions shall be made only in accordance with the provisions of said Authorization for Check-off of Dues, together with the provisions of this Agreement and State law. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with this provision.
- (d) Delivery of Executed Authorization of Check-off Form. A properly executed copy of such Authorization for Check-off of Dues form for each employee for whom the Union membership dues are to be voluntarily deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization of Check-off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-off of Dues which is incomplete or in error will be returned to the Local President by the Employer.
- (e) Refunds. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws refunds to the employee will be made by the Union.
- (f) Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5<sup>th</sup>) day of the month following the month in which they were deducted.
- (g) Termination of Check-off. The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees, who, through a change in their employment status, are no

longer subject to deductions, as well as any employees who have revoked their Union membership and for whom the Employer has ceased deductions.

- (h) Limit of Employer's Liability. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than which constitutes actual deductions made from wages earned by employees who have voluntarily completed an Authorization of Deduction form.

### SECTION 3

- (a) Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability, including, but not limited to, wages, damages, awards, fines, court costs, and attorney fees that arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with this Article.
- (b) Public Employees Organized for Political and Legislative Equality (P.E.O.P.L.E.) Check-off. If allowable by law, the Facility agrees to deduct from the wages of any employee who is a member of the Union a P.E.O.P.L.E. deduction as provided for in a written authorization. Such authorization must be executed by the employees and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.
- (c) In the event that the legislature modifies or strikes down the legislation commonly referred to as "Right to Work", or in the event any of the language contained in this Article is found to be in violation of any law or regulation, the parties will immediately commence negotiations for the sole purpose of developing new language for this Article.

## **ARTICLE 4**

- Union Representation -

### SECTION 1

Employees covered by this Agreement shall be represented by no more than three (3) members of the Unit, one of which shall be the President, who shall represent the Bargaining Unit on all matters of application of this Agreement including the grievance procedure.

### SECTION 2

Employees covered by this Agreement shall be represented by a three (3) member negotiating team for the purpose of negotiating terms and conditions at such times as are

mutually agreeable to the parties. Employees shall suffer no loss of pay or benefits for time spent negotiating during their working hours.

### SECTION 3

The following is a list of paid and unpaid activities of Union representatives:

#### Paid Activities (on Authority Time) of the President

- a. Representing Local 3385 members on Authority matters with Administration and attending meetings with the Deputy Director when scheduled. This includes liaison with the Authority and staff regarding Union perspective of contract interpretation and discussions with the Authority and staff regarding policy and contract interpretations for members in general.
- b. Serving on the Authority approved committees as a representative of the Bargaining Unit such as Labor Relations Committee, Quality Improvement Committees, special committees, etc. The President may designate the Vice President to attend in the absence of the President .
- c. Representing members at Step II Grievance meetings including investigating and gathering information relative to the grievance issue(s) and preparing the actual written grievance when necessary.
- d. The President may be present at Step I Grievance meetings only if an assigned Steward is new in the position and the President 's presence will promote efficiency and provide training for the new Steward.
- e. The President shall be present to represent Grievant at Step III meetings and Arbitration Hearings.
- f. Attendance of the President or a member of the Chapter Executive Committee as designated by the President when requested by an employee to be present at a discharge meeting.
- g. Consultation time with Council staff representative either in person or by phone when regarding labor relation matters affecting the Authority.

#### Non-paid activities of the President which are to be non-Authority time:

- h. Consultation with other Union Representatives (Stewards, Vice President, Secretary, Council Representatives, etc.) unless requested by the Authority.
- i. Attendance at Chapter meetings and Local meetings.
- j. Training of Union Representatives.

Paid Authority time activities of Stewards:

- k. Stewards may converse with members by phone and/or meet with members to address specific grievance issues.
- l. Stewards may meet with the Authority to discuss resolution of employee concerns prior to processing a grievance or in special conference during the grievance procedure.
- m. Stewards will represent members at Step I grievance meeting which includes preparation time to gather information pertaining to the grievance and time spent reducing the grievance to writing.
- n. Stewards will be recognized as a representative of the President for grievance and disciplinary meetings.

Non-paid activities of Stewards which are to be non-Authority time:

- o. Time for consultation with other Union Representatives (other than assigned or initial Steward contact).
- p. Attendance at Union meetings and involvement on Union Committees.
- q. Attendance at Step II and/or Step III Grievance meetings when not there as a witness to material facts.

Paid Authority Union time of an employee:

- r. Time to consult with a Union Steward (in person or by phone) when regarding a specific grievance issue.
- s. Meeting with assigned Steward to gather and review information regarding a specific grievance.
- t. Discussions and meetings with the Authority in an attempt to resolve the employee's concern prior to the initiation of the grievance process, or in grievance meetings during the grievance process.

Non-paid Union Activities of Employees Which are to be Non-Authority Time

- u. Consultation with other Union representatives (other than assigned or initial Steward contacted).
- v. Attending Union meetings and involvement in Union committees.
- w. Time spent on other Union activity not specified herein.



## SECTION 4

Union representation on committees shall adhere to the following parameters:

- a. Committee representation includes: Safety Committee – up to three (3) representatives, and Human Resource and Development Committee (HRDC) – one (1) representative. The Authority is not required to maintain the HRDC;
- b. No employee may be on more than one (1) committee at a time with the exception of the Union President;
- c. For an employee to be eligible to participate on a committee, during working hours, the employee must be reasonably up to date on his/her work, possess a reasonable understanding of the union contract and possess a reasonable understanding of the Authority;
- d. The Authority may make recommendations for appointment to be considered by the Union however, the Union retains the right to determine its representatives consistent with the criteria established in (c) above.

## SECTION 5

No Union member shall be without Union representation when appropriate.

Excluding time spent in contract negotiation meetings, the President (and Vice-President if President is unavailable) to have a reduction in his/her workload to allow for a maximum 20 hours per calendar month, shared between President and Vice-President. Local 3385 Stewards, at least one located at each Agency building location, to have a reduction in their workload to allow for a maximum 30 hours per calendar month, shared between all Stewards. Reasonable increases in paid representation time at the Union's or Management's request will not be unreasonably denied. The Union recognizes the importance to divide representation equally among Stewards when appropriate.

## **ARTICLE 5**

- Probationary Employees -

### SECTION 1

The probationary period for employees shall be the first one hundred eighty (180) calendar days of employment.

### SECTION 2

During the probationary period, the employee shall be provided an evaluation on or about ninety (90) calendar days. At the completion of one hundred eighty (180) calendar days of employment, the Authority will provide the employee with a notice of satisfactory completion of the probationary period or with a notice of termination in writing. The

employee shall be given a copy of the evaluation and may request the presence of one of the chapter officers to be present at such conference.

### SECTION 3

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and working conditions of employment as set forth in the Recognition clause of this Agreement, except discharged and disciplined employees for other than Union activity.

### SECTION 4

When an employee completes the probationary period, he/she shall be entered onto the seniority list of the Unit and shall rank for seniority from his/her most recent date of hire for application of benefits and other terms and conditions of employment except layoff.

## **ARTICLE 6**

**-Seniority-**

### SECTION 1

All employees hired prior to 11/19/02 will have seniority, benefits, and retirement calculated using their original hire date whether with the Authority or County, shall not be adversely affected by subsequent changes. Those employees who have already switched from regular part time to regular full time status, as of 11/19/02 shall not have their current seniority adversely affected by this contract.

### SECTION 2

Anyone hired after 11/19/02 has one (1) hire date, for all purposes except retirement, and that is the Authority hire date. The seniority date for retirement will be either the Authority's hire date or a prior St. Clair County hire date if there was uninterrupted employment from the County to the Authority. Agency and Authority hire dates are the same.

### SECTION 3

For full time regular employees, calculating seniority will be based upon hire date. For the purposes of lay off, those employees hired by St. Clair County and subsequently hired by the Authority, the Authority hire date will be the seniority date.

### SECTION 4

The seniority of regular full time and regular part time employees shall be calculated and maintained separately.

Seniority shall be on an Authority wide basis.

## SECTION 5

Regular part time employee's seniority will be based upon the Authority's date of hire so long as the employee remains part time. If a regular part time employee becomes regular full time, seniority will be calculated using a Full Time Equivalent (FTE) model for the purposes of lay off, recall and job bidding. The FTE calculation will be based upon hours paid, excluding overtime. For example, a regular part time employee who worked 30 hours per week for 5 years would have 4 years of seniority if he/she became full time on his/her anniversary date (5 years x .8 FTE).

If a regular full time employee becomes regular part time, seniority will be based upon date of hire.

## SECTION 6

Regular part time employees cannot displace regular full time employees when a lay off situation occurs.

## SECTION 7

When an employee changes from Local 3385 (General Employees) to Chapter 20 (Supervisory Employees) or from Chapter 20 to Local 3385, seniority will be calculated in the following manner.

Seniority for each bargaining unit will be calculated separately and be applied within each unit for the purposes of lay-off, job-bidding and movement into a classification with a lower pay range so long as continuous employment with the Authority has been maintained. (Time spent in Local 3385 is Local 3385 time and time spent in Chapter 20 is Chapter 20 time). One (1) exception to this is, if a Chapter 20 employee was previously a member of Local 3385, the Chapter 20 employee can voluntarily bid for a vacant position in Local 3385 only if the Chapter 20 employee left Local 3385 within two (2) years. Should the employee be awarded the position, the employee will be able to credit 100% of the time spent in Chapter 20 to his/her Local 3385 seniority. If the employee has been in Chapter 20 for two (2) or more years, then the Chapter 20 employee can only displace a Local 3385 employee if the Chapter 20 employee has received a lay-off notice (according to the layoff Article). No Chapter 20 time is credited to Local 3385 seniority in this instance. For the purposes of calculating benefits, including retirement, date of hire will be used.

If an employee moves from Local 3385 to Chapter 20 and back to Local 3385, without any employment disruption, the previous Local 3385 seniority can be used and added to the newly accumulated Local 3385 seniority.

## SECTION 8

A non-bargaining unit employee (e.g. executive/confidential employee) can only return to the bargaining unit if 1) He/she was previously in the bargaining unit and 2) A vacancy exists. Should the non-bargaining unit employee actually return to the bargaining unit,

seniority for purposes of job bidding, displacement and layoff will be calculated as follows: Loss of four (4) years seniority credit for every year the employee was out of the bargaining unit.

#### SECTION 9

Seniority issues related to Leaves of Absence are covered in Article 27 – Leaves of Absence.

### **ARTICLE 7** - Loss of Seniority -

An employee shall lose seniority for the following reasons only:

- a. Voluntarily terminates.
- b. Is discharged for cause and the discharge is not reversed.
- c. The employee does not return to work when recalled from layoff, as set forth in the recall procedure.
- d. Retirement.
- e. Absent two (2) consecutive workdays without a call in, unless extenuating circumstances exist.
- f. The employee fails to return to work the day following expiration of a leave of absence, unless extenuating circumstances exist.

### **ARTICLE 8** - Discipline and Discharge -

#### SECTION 1

When imposing a suspension or discharge or conducting a “job jeopardy” meeting, the Authority agrees to give written notice, to the Union, within two (2) business days of the action and prior notice if possible; however, the name of the employee will be released only with the employee’s consent. Such notice shall include the action to be taken and the reasons for such action.

#### SECTION 2

Should the discharged or suspended employee consider the charge to be improper, procedures outlined in the grievance procedure provisions of the Agreement may be followed by the employee.

#### SECTION 3

In imposing any discipline on a current charge, the Authority will not take into account any prior infractions which occurred more than three (3) years prior unless such prior infraction involves an intentional falsification of their employment application which has not been formerly disclosed in writing to the Authority or a discipline for a violation of the Harassment in the Workplace policy.

## SECTION 4

Employees shall only be disciplined when just cause exists. When discipline is imposed the Authority will cooperate in the Union's effort to determine fact and in its effort to effectively represent a bargaining unit member, if the employee has consented. Notice of all written discipline shall be forwarded to the Union President and staff representative (if applicable); however, the name of the employee will be shared only with the employee's consent.

## **ARTICLE 9**

### **- Grievance Procedure -**

## SECTION 1

### STEP 1 – INFORMAL GRIEVANCE

The employee (with or without a Steward), will bring a specific alleged violation of the Bargaining Agreement, a deviation or failure to comply with an established Authority policy or procedure, or other dispute to the Supervisor (or person acting in this capacity directly involved in the grievance) in an attempt to reach a mutually satisfactory resolution. It is anticipated, however, that many grievances could be eliminated if the employee and Supervisor just simply communicated first on any potential issues, prior to moving to the formal grievance process.

All grievances must be signed and dated by the aggrieved employee and the Union representative, naming the specific alleged violation of the Bargaining Agreement, a deviation or failure to comply with an established Authority policy or procedure, or other dispute. The Employer shall acknowledge receipt by signing the grievance. All steps shall be completed on, or attached to, an Official Union Grievance Form.

All grievances shall be filed, in writing, within ten (10) business days from the date of the alleged violation that led to the grievance or within ten (10) business days from the time the employee should reasonably know of the alleged violation. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

The Supervisor shall file a written response to the grievance within five (5) business days.

Note: Grievance Steps: The grievance steps may be skipped by mutual agreement of the parties.

### STEP 2 – FORMAL GRIEVANCE

The employee and/or the Union representative shall, within five (5) business days after receiving the written decision of the immediate supervisor, and/or the Employer's designated representative, appeal the decision by submitting it to the Deputy Director or Employer's designee. The Deputy Director or Employer's designee shall, within ten (10)

business days, record the disposition in detail on all copies of the grievance form, return copies to the Union President and Chief Steward.

### STEP 3

Failing to resolve the issue in the second step, the Union representative shall, within five (5) business days of the Step 2 disposition, contact the Director or the designated representative to arrange a meeting between the Union representative and the Director or the designated representative to discuss said grievance.

This mutually agreeable meeting date and time shall be scheduled between the parties within fifteen (15) business days after the request for a meeting is received. A decision shall be rendered within five (5) business days after the meeting is held.

### STEP 4

If the grievance is not resolved at Step 3, and the Union or the Employer wish to carry the matter further, either party must notify the other party of its intent to arbitrate within sixty (60) calendar days after the answer at Step 3 is received. The Employer shall notify the Union of the next Arbitrator scheduled to hear a case.

#### Selection of the Arbitrator:

1. The moving party shall notify one of the arbitrators from the permanent roster of arbitrators (Paul Glendon, Mario Chiesa, Kathryn VanDagens, Mark Glazer). Assignment shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the process over with the first name on the list.
2. Upon mutual written agreement of the Parties, an arbitrator may hear more than one case.
3. An arbitrator may be removed from the list by written consent of both parties during the life of the Agreement. Upon such removal, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to him/her. An arbitrator may choose to be removed from the list at any time.

#### Powers of the Arbitrator:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator, in rendering a decision, shall give full recognition of the Management Rights provision of this Agreement as it relates to responsibilities, powers, authority and rights vested with the Authority, except as specifically limited by express provisions of this Agreement.

3. The arbitrator's decision shall be submitted in writing and set forth the findings and conclusions with respect to the issue(s) submitted to arbitration, and such decision shall be final and binding on the Union, its members, the employee(s) involved and the Authority so long as it is in compliance with paragraphs 1 and 2 above.

#### SECTION 2

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding upon the Union and any and all bargaining unit employees involved in the particular grievance.

#### SECTION 3

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the Employer, within the time limits prescribed, may be referred to the next step in the grievance procedure. Any grievance not carried to the next step by the Union, within the prescribed time limits, shall be automatically closed upon the basis of the last disposition of the Employer.

#### SECTION 4

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that the employee may have received.

#### SECTION 5

The fees of the arbitrator shall be shared equally.

### **ARTICLE 10**

#### **-Contracting of Services-**

#### SECTION 1

Management will involve the union whenever possible in discussions of its intent to subcontract current union work.

#### SECTION 2

Management will provide the Union with sixty (60) calendar days written notice of its intent to consider contracting out union work. This notice will include: an estimated effective date, affected classifications, the estimated number of employees to be affected including possible lay-off numbers and the organization to which the work will be moved. Upon request from the Union, Management will provide access to all relevant information related to the subcontracting that has been requested, (e.g. Request for Proposals).

Thirty (30) day calendar written notice will be given to affected employee(s).

### SECTION 3

When subcontracting out work and when bids are relatively equal, the Authority agrees the Union shall be the bidder of choice.

### SECTION 4

To the extent that the new Contractor will be hiring new employees related to this work, the Authority will require the Contractor to hire, for no less than twelve (12) months, the affected Local 3385 employees who are qualified, be it provided that during these twelve (12) months the employee does not voluntarily quit or is terminated for cause. The Contractor will pay any hired employees at the Contractor's existing pay rate.

## **ARTICLE 11**

- Transfers -

### SECTION 1

The employees covered by this Agreement shall have the right to submit a written request to the Executive Director for transfer within their same grade level to another location, program, or division. The Employee must meet the minimum qualifications and requirement at the time of request. Any testing required for a position must be completed at the time a position becomes available. All test results shall be kept on file along with the Request for Transfer. Preferential consideration shall be given to seniority. A trial period of not more than ninety (90) calendar days shall be extended to a transferred employee during which time evaluation shall be made by the Executive Director or his/her designee as to satisfactory continuous and effective delivery of service. In the event the employee is not retained at such location, program or division, the matter shall not be subject to the grievance procedure and the employee shall be returned to a comparable position within the Agency, without a change in hourly rate or benefits.

### SECTION 2

If any employee transfers to a position with the Authority not included in this bargaining unit and thereafter within six (6) months transfers back to a position within this bargaining unit, the employee shall retain all rights accrued for the purpose of any benefits as may be provided in this Agreement.

### SECTION 3

Employee requested transfers will not be honored more than one (1) time in a 12 month period. Transfer requests will not be honored if the employee has been reprimanded within the past thirty (30) days or suspended within the last twelve (12) months. Management will give any second request reasonable consideration, however the final decision is at the sole discretion of Management. It is at Management's sole discretion to



deny a transfer request when it is determined that it would be too disruptive to the program.

#### SECTION 4

Transfer requests will not be accepted until an employee has been employed for at least twelve (12) months. Transfer requests will automatically expire on December 31 each year. Transfer requests can be resubmitted annually. This resubmission is the sole responsibility of the employee.

### **ARTICLE 12** - Rates for New Jobs -

#### SECTION 1

The Authority shall notify the President of a newly proposed classification and rate structure, including a job description, not less than seven (7) working days prior to its proposed implementation date.

#### SECTION 2

The Union shall within seven (7) calendar days of such notification indicate to the Authority its intentions to request negotiations concerning the proposed rate structure.

### **ARTICLE 13** - Temporary Assignments -

#### SECTION 1

An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Such employee shall have the necessary qualifications as determined by the posting/job description.

#### SECTION 2

Temporary assignments shall be authorized in writing to the employee by the supervisor.

#### SECTION 3

The Authority will not purposefully manipulate a temporary assignment to prevent an assignment from exceeding the ten (10) consecutive days to avoid payment of higher rate.

#### SECTION 4

When an employee is temporarily assigned to cover the job duties of an individual in a higher paid classification when covering a leave of absence or extended vacation and the temporarily assigned employee meets the minimum qualifications of the higher paid classification, that employee will be entitled, on the eleventh (11<sup>th</sup>) consecutive business

day, retroactive to the first day of the temporary assignment, to the salary of the higher paid classification only if 50% and over of his/her actual time is spent performing the tasks of the higher paid classification. When calculating the percentage, the time spent overall during the first ten (10) days of coverage will be used.

If the employee's actual time spent is less than 50% the employee is not entitled to the increased salary. The employee in this latter category may need to work overtime and/or request supervisor to assist with prioritization of current work tasks.

When such a temporary assignment is necessary, a plan outlining the detail of coverage and assignments must be developed, by the absent employee (if possible), the temporarily assigned employee and the supervisor. This plan must be completed prior to any absence of an employee and must include the manner in which the temporarily assigned employee will track staff time to verify the percentage. Temporarily assigned employee shall not be made to suffer a reduced rate of pay for a temporary assignment.

#### SECTION 5

A temporary assignment, not related to a leave of absence, shall not exceed nine (9) months. A temporary assignment, related to a leave of absence cannot exceed the length of the leave of absence.

#### SECTION 6

Temporary bargaining unit assignments shall be posted in accordance with Article 22 except for temporary assignments to fill leaves of absence.

#### SECTION 7

The experience gained in a position within the bargaining unit by an employee performing temporarily in another position within the bargaining unit position shall be taken into consideration for the purpose of job bidding and selection, including experience gained while temporarily replacing an employee on a leave of absence.

### **ARTICLE 14**

#### **- Work Performed by Non-bargaining Unit Personnel -**

#### SECTION 1

Executive employees and non-bargaining unit employees shall not be permitted to perform work within the bargaining unit except in cases of an emergency arising out of an unforeseen circumstance.

#### SECTION 2

A temporary employee is an employee hired to perform a function either full time or part time for a predetermined period of time as a substitute for an employee on a leave of absence or in a temporary capacity. The temporary status of a substitute employee shall

not exceed the length of the leave of absence of the regular employee. The temporary status of a temporary employee shall not exceed twelve (12) months. A temporary employee shall not be eligible for fringe benefits.

### SECTION 3

Other non-bargaining unit employees are specifically identified as Recipient Rights Director, Recipient Rights Advisor, Nurse Practitioner, Executive Secretaries, Executive Administrative Assistant, Administrative Assistant, Independent Facilitator, and part time temporary trainers.

### SECTION 4

Experience gained by a non-bargaining unit employee performing temporarily in a bargaining unit position shall not be counted for the purposes of job bidding and selection.

## **ARTICLE 15**

- Veterans -

### SECTION 1

The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.

### SECTION 2

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal law in effect on the date of this Agreement.

### SECTION 3

Employees who are in some branch of the Armed Forces, Reserve, or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of fourteen (14) working days per year is the limitation.

## **ARTICLE 16**

- Layoff -

### SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization, or budget limitation as determined by the Authority. An employee shall be considered to be laid off when he/she no longer works for the Authority in any official capacity. A reduction of hours for a regular full time employee is considered a layoff.

## SECTION 2

When a layoff is determined to be necessary by the Authority, the layoff shall be instituted where services are to be affected. The Authority shall lay off probationary and temporary employees in the service area affected (as defined in Article 5 and Article 14). The Authority shall then lay off employees according to seniority, by classification, and by operation of the Authority's services. The employee in the classification affected by a layoff shall displace the least senior employee in his/her classification or parallel equivalent position or a subordinate classification when otherwise qualified, as determined by the Executive Director. A bargaining unit member may only be displaced by a supervisor from the Community Mental Health Supervisors - AFSCME, Chapter 20 when the supervisor conforms to all the following criteria.

- a. The supervisor has at least ten (10) consecutive years of service within Local 3385. For purposes of application of this provision, the supervisory unit shall have been established January 1, 1989.
- b. The supervisor may only displace a clinical or program coordinator with less seniority.
- c. The supervisor's seniority for displacement purposes only shall be computed on fifty (50%) percent of his/her years of service within Local 3385.
- d. The supervisor must be otherwise qualified for the clinical and/or program coordinator position.

## SECTION 3

The determination of the method of layoff (such as, by example and not limitation: an entire program, by a program component, or by a reduction of some or all programs either pro rata or otherwise) shall not be subject to the grievance procedure.

## SECTION 4

The Authority will attempt to provide no less than thirty (30) calendar days written notice of layoff when feasible, contingent upon notice by the funding source, to the Union and the employee. The Union will be provided a list from the Authority of the employees being laid off on the same day that the notices are issued to employees. In the event that thirty (30) days notice cannot be given, the Authority will schedule a meeting with the President and explore any adverse effect on displacement rights under Section 10 of this Article.

## SECTION 5

When a layoff is instituted, no employee shall be permitted to displace an employee in a higher paying classification.

## SECTION 6

In the event two or more employees have equal seniority, layoff shall be by employee payroll number. The employee(s) with the highest employee payroll number(s) shall be considered to have the least seniority.

## SECTION 7

At the point of layoff there will be no automatic employer payout of sick and vacation time. The employee, during the first 12 months of layoff, has the right to determine when/if there is to be a payout of some or all accumulated vacation time. To the extent the employee is eligible for a payout of accumulated sick hours (see Article 24, Section 18), the employee shall also control whether he/she is paid for such hours. At the end of 12 months of layoff status all eligible, accumulated, sick and vacation time will be paid out, at the rate of pay in effect at the time of layoff. During the period of layoff, an employee shall accrue no seniority or be eligible for any fringe benefits.

## SECTION 8

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

## SECTION 9

A part time employee shall not have the right to displace a full time employee. A full time employee who has greater seniority shall be given the option of a layoff or displacement of a part time employee consistent with Section 2 of this Article. When the option has been implemented, the employee may not request the other option. Full time employees who become part time through displacement shall be entitled to only those benefits normally due a part time employee.

## SECTION 10

The employee selected for layoff may exercise the option of accepting the layoff, or displacing another employee, be it provided the employee shall only be entitled to displace the least senior employee in the same classification or in a subordinate or parallel equivalent position when otherwise qualified. The employee shall have sole responsibility to initiate the layoff/displacement request. The displacement request shall be made in writing no less than twenty-one (21) calendar days prior to the effective date of the layoff/displacement. Once the employee exercises the option, the employee shall not be entitled to modify the option at any time. The Authority shall not protest the claim of an employee determined by the Unemployment Agency to be eligible for unemployment benefits.

**ARTICLE 17**  
- Recall From Layoff -

SECTION 1

Recall shall mean a return to work from a layoff.

SECTION 2

When a recall is determined to be necessary by the Authority, the recall shall be instituted where services are to be affected. The Authority shall recall employees by: (1) status (full-time versus part-time), (2) seniority, (3) classification.

SECTION 3

Notice of return to work shall be sent by registered or certified mail to the last known address of the employee. The date to report to work shall allow the employee the opportunity to provide the interim employer with two (2) weeks separation notice. Failure of the employee to report to work as scheduled, or to confirm a mutually satisfactory alternate date, shall result in the employee's termination.

SECTION 4

Upon return to work, the Authority shall calculate the employee's adjusted seniority date. The adjusted seniority date shall recognize seniority for the period prior to layoff only. The adjusted seniority date shall be applicable for calculating all provisions, economic and non-economic, of the Collective Bargaining Agreement. If an employee is recalled from layoff prior to the loss of employee's seniority status, and that employee had cashed out for 50 percent of accumulated sick time (if employee eligible for this benefit, see Article 24, Section 18), the other 50 percent of the benefit lost/not paid, shall be reinstated to the employee's sick bank.

SECTION 5

A laid off or displaced employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than two (2) years.

**ARTICLE 18**  
- Withholding of Professional Services -

SECTION 1

It is recognized that the needs for care and proper treatment of consumers are of paramount importance and that there should be no interference with such care and treatment.

## SECTION 2

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Union and the members of the Bargaining Unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down, or other similar action which would interfere with the treatment and welfare of the consumers or the services of the Authority.

## SECTION 3

The Authority shall have the right to discipline or discharge any employee participating in such interferences and the Union agrees not to oppose such action. It is understood, however, that the Union shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

## SECTION 4

The Authority will not lock out any employees during the term of this Agreement.

### **ARTICLE 19**

#### **- Jury Duty, Witness, and Subpoena Fees -**

## SECTION 1

An employee who is called to perform jury duty shall inform the Authority immediately.

## SECTION 2

Employees on jury duty shall be paid regular pay for performing jury duty during regular scheduled work hours. Pay for jury duty shall be returned immediately to the Authority in lieu of regular salary. Should jury duty last less than the entire work day the employee shall return to work unless there is approval to use accrued time and/or flex time, except sick time.

## SECTION 3

Time spent on jury duty shall not be deducted from sick days or vacation days nor adversely affects any fringe benefit.

## SECTION 4

Employees who are subpoenaed, as a consequence of their employment or who are called upon as a consequence of their employment shall immediately notify the Authority. The employee shall continue to receive their normal pay when subpoenaed. Compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses shall be surrendered to the Authority.

**ARTICLE 20**  
- Safety Committee -

SECTION 1

Three (3) employee Union representatives and the representatives of the Authority shall constitute a Safety Committee for the purpose of discussing and making recommendations on matters of safety. The Safety Committee shall meet upon the request of either the Union or the Authority. The party requesting the meeting shall provide an agenda of items to be discussed at the meeting. Either party may place additional safety matters on the agenda provided they do so in written form no less than two (2) calendar days in advance of the meetings or unless otherwise mutually agreed.

SECTION 2

The representative of the Union shall suffer no loss of pay or benefits for representing the members of the Bargaining Unit in safety meetings with the Authority during regularly scheduled hours of work.

**ARTICLE 21**  
- Union Bulletin Board -

The Union may use a bulletin board, which shall be located at each location leased or owned by the Authority and designated for use by the Community Mental Health Service. The bulletin board shall be located in a convenient place for the purpose of posting notice of the following activities:

- a. Notices of Union recreational and social events
- b. Notices of Union elections
- c. Notices of results of Union elections (Officers/Stewards)
- d. Notices of Union meetings

**ARTICLE 22**  
- Promotions and Job Postings -

SECTION 1

The Authority shall insure that all employees shall have an equal opportunity to bid on job vacancies. The Authority shall post a notice of job vacancies at all of its various locations in a conspicuous place and on its web page when the Authority determines a vacancy exists. All positions in a newly created unit/program/department shall be posted. A newly created position in an existing unit/program/department will not be posted if a current employee is being unilaterally reassigned to the newly created position and the vacancy position left by this reassignment is being eliminated (if there is no reassignment then the position will be posted). The Authority shall endeavor when filling vacancies to appoint whole positions, however, if it is not feasible, the Authority may then split the position between programs and program sites. The posting shall include:



- a. A brief description of the job
- b. The salary range
- c. The scheduled hours
- d. The location (e.g., building or division)

## SECTION 2

The job shall be posted for at least five (5) working days (excluding Saturdays, Sundays, and holidays) for employees and may be concurrently posted externally. At the conclusion of the five (5) day posting the Authority shall forward the applications to the HR Department. Supervisor receipt of applications and conducting of interviews shall follow this order and preference:

- a. Non-probationary Bargaining Unit candidates who meet the minimum qualifications of the posting;
- b. Probationary employees who meet the minimum qualifications of the posting; and
- c. External (non-employee) applicants who meet the minimum qualifications of the posting.

Non-probationary and probationary employees shall be interviewed and not selected to fill the posting, prior to the supervisor receiving and reviewing any external applications.

## SECTION 3

Employees applying for the position shall make a written application either on the Authority's application form or in résumé form to the Authority. The résumé, if submitted by the employee, shall provide:

- a. Candidate's name
- b. Date employed
- c. Current classification
- d. Qualifications for the job (experience, skills, and/or education)

## SECTION 4

In making the award of the job, the Authority will consider the employee's qualifications and seniority. Where qualifications are relatively equal, the employee with superior seniority shall be awarded the job. The Authority may only award the job to an external candidate when that candidate is superior in experience and skills and at least equal in education to the non-probationary and probationary Bargaining Unit candidate(s). The award shall be made within sixty (60) calendar days after the posting unless mutually agreed otherwise. The Authority will make every reasonable effort to award the position in an expeditious manner.

## SECTION 5

A trial period for all employees who are promoted or awarded new positions into a different classification shall be provided as follows:

- a. Sixty (60) calendar days for para-professional and clerical classifications
- b. One hundred twenty (120) calendar days for professional classifications.

If the position is given to a probationary employee the current probationary period continues to run concurrently with the trial period. At the beginning of the trial period written evaluation criteria will be presented to the employee. Midway through the trial period the employee and his/her supervisor will meet to review the employee's performance; should there be any deficit areas identified the employee should receive a written plan for improvement, as appropriate. The trial period can be extended with mutual agreement among the Authority, the employee, and the Union. An extension shall not be subject to the grievance procedure.

## SECTION 6

An employee may elect to return to his/her former classification during a trial promotion period. An employee who fails to satisfactorily complete the trial period of a promotion shall be returned to his/her former classification.

## SECTION 7

The Authority shall provide the President with the name(s) of the applicant(s) awarded a job.

## SECTION 8

Employees interested in promotion opportunities should indicate such at the time of his/her performance evaluation and forward a memorandum to appropriate Authority staff. Neither of these are required to be considered for promotion.

# **ARTICLE 23**

## **- Worker's Compensation -**

### SECTION 1

The Authority shall provide employees the opportunity to supplement Worker's Compensation from accrued sick days on a leave of absence due to a work related illness or injury.

### SECTION 2

The supplemental compensation shall provide the difference between Worker's Compensation and the employee's normal pay minus Federal, State, local and FICA taxes.

### SECTION 3

The supplemental compensation shall be deducted from the employee's accrued sick days but in no case exceed the employee's accrued sick days.

### SECTION 4

When an employee is eligible for Worker's Compensation, the employee shall endorse to the Authority the Worker's Compensation check and the Authority shall continue to provide the employee a regular pay check based upon accrued sick days minus normal authorized payroll deductions.

### SECTION 5

Employees who elect not to supplement their Worker's Compensation, or who have no or insufficient sick days, or who exhaust their sick days while on an injury leave, shall retain the Worker's Compensation check as directed by the Authority.

### SECTION 6

Sick days shall supplement Worker's Compensation on the ratio of one (1) sick day for each four (4) days of Worker's Compensation paid.

## **ARTICLE 24**

### **- Sick Days and Disability Insurance -**

### SECTION 1

Full time regular employees shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Part time regular employees shall accrue sick time based upon the calculation used in Section 2 of this Article.

### SECTION 2

Full time regular employees shall be entitled to accrue sick days to a maximum of thirty (30) days. Regular part time employees' sick time will be calculated on an annual basis and can accrue to a maximum of 20 sick days. The previous year's total compensated hours (from anniversary date to anniversary date) will be calculated. This number will be divided by 1950 hours and the applicable sick hours allocated. This will equal 12 months worth of sick time to be accrued on a pay by pay basis.

### SECTION 3

An employee shall be eligible to use sick days upon satisfactory completion of ninety (90) calendar days of employment, for personal illness, illness of a dependent child (including a foster child), or serious and/or critical illness to his/her spouse, parent or

child, or adult who lives in the employee's home for whom the employee is legal guardian. Proof of foster status or legal guardianship may be required. The employee may, per management's discretion (by way of example only, in cases of suspected attendance abuse), be required to provide proof of illness of spouse, parent, child or legal ward from a health care professional. Acceptable health care professionals are those deemed acceptable under FMLA statutes and regulations. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

#### SECTION 4

An employee shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

#### SECTION 5

Proof of an employee's illness from a health care professional may be required if an employee has exhibited a pattern of attendance that could reasonably be construed as a misuse of sick time if the employer has reasonable suspicions of abuse or if an employee's illness raises the question of fitness to perform essential job functions.

#### SECTION 6

Sick days may be taken in place of normally scheduled workdays, excluding holidays.

#### SECTION 7 – Sick Days

**Regular Employees:** Any employee that has exhausted their sick time bank and requires an additional sick day(s) shall be required to do the following:

- a. Access their vacation or compensatory time accrual bank(s) as a first option.
- b. Should (a) not be an option, then the employee will:
  - 1) Be required to submit a Health Care Professional's note specifying the nature of the illness and their unavailability to work to the supervisor upon their first day of return to work.
  - 2) Be responsible to reimburse the Authority for his/her fringe costs for any day off in which they do not have an accrued bank to draw. If the leave is under approved FMLA then health premiums are covered.

**Probationary Employees:** New employees do not have access to a sick bank for their first 90 days of employment. If a new employee needs a sick day and the employee does not have sufficient compensatory time in his/her accrual bank and his/her weekly work schedule cannot be adjusted to accommodate the requested day off (e.g., adjusted variable schedule), then clause b.1. above may be in effect. For probationary employees only, the Authority will cover the fringe package costs for the required day(s) off.

#### SECTION 8 – Short Term Disability

Full time regular employees shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive workdays. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled employee's normal gross pay. Verification of a continuing medical disability may be required by the Authority in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the Authority's retirement plan, social security and/or worker's compensation.

#### SECTION 9 – Short Term Disability

The Authority shall provide the disabled employee salary continuation from the twenty-first (21<sup>st</sup>) workday to the one hundred eightieth (180<sup>th</sup>) calendar day from disability. During the period that the Authority provides the disabled employee salary continuation, the employee shall be entitled to continuation of the fringe benefits which shall be provided consistent with the employee's reduced salary. In other words, all benefits based upon salary shall be computed upon the reduced salary.

#### SECTION 10

The disabled employee shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

#### SECTION 11 – Long Term Disability

When an employee is eligible, as determined by the carrier, commencing the one hundred eighty-first (181<sup>st</sup>) calendar day, salary continuation shall be provided by an insurance carrier of the Authority's choice or by the Authority at the Authority's discretion. Long term disability/salary continuation continues for up to five (5) years. At such time the disabled employee shall not be eligible for fringe benefits. Be it provided, however, that the disabled employee shall be entitled to obtain group health insurance through the Authority in accordance with the following safeguards and conditions.

- a. The disabled employee shall be entitled to six (6) months of health care coverage provided the employee pays fifty percent (50%) of the premium costs regardless of whether the disabled employee is using accrued paid time off under Section 14 to supplement his/her disability benefit.
- b. The Authority shall require prepayment of all premium costs.

In the event an employee's application for long term disability benefits is initially denied, and during the appeal of the denial, the employee will be offered COBRA continuing health care coverage. Should the employee be declared eligible for long term disability benefits as a result of the appeal, the employee will be reimbursed 50% of the COBRA premiums plus any administrative fee paid by the employee in the interim up to a

maximum of six (6) months. The six (6) months of health care coverage under this Section shall be made retroactive to the initial date of the interim COBRA coverage.

#### SECTION 12 – Long Term Disability

The eligible employee shall be entitled to select either of the following options to the core salary continuation (disability) plan:

a. CORE PLAN

- \* 66 2/3% of base salary
- \* 5 years from date of disability
- \* \$4,000 monthly maximum

b. OPTION I

- \* 70% of base salary
- \* Benefits to age 65
- \* \$6,000 monthly maximum

The employee electing Option I shall pay, by bi-weekly payroll deduction, the difference in premium between the Core Option and Option I at the Authority's group rate.

#### SECTION 13

The Authority may offer the employee a redemption in lieu of salary continuation. The decision to accept or reject a redemptive offer is at the sole discretion of the employee.

#### SECTION 14

The employee shall be eligible to supplement disability compensation with available vacation on a ratio of one (1) vacation or sick day to three (3) days of absence in order to remain at full normal gross salary.

#### SECTION 15

When an employee's illness or physical condition raises the question of fitness to perform essential job functions, or if the employee exhibits questionable attendance, the Authority may require the employee to submit to a physical examination and the Authority shall pay the expense incurred.

#### SECTION 16

An employee on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 27- Leave of Absence.

SECTION 17

The employee must promptly notify his/her supervisor of his/her absence or he/she may be subject to disciplinary action.

SECTION 18

Upon termination of employment, an employee with accrued retrievable sick days shall be entitled to receive compensation for the unused days to their maximum accrual allowed based upon the following schedule of years of service:

| <u>Years of Service</u> | <u>% of<br/>Accrual</u> |
|-------------------------|-------------------------|
| 0 To 8                  | 0%                      |
| 8 or More               | 50%                     |

SECTION 19

Each Professional employee shall give the Authority thirty (30) days written notice of termination or the employee shall forfeit one (1) day of retrievable (payable) sick pay for each workday short of the required notice of a voluntary quit. All other employees shall give two (2) weeks written notice or forfeit sick pay on the same basis. The last day worked cannot be a Saturday, Sunday, or holiday.

**ARTICLE 25**  
- Funeral Leave -

SECTION 1

Regular full time employee shall be eligible following date of hire and shall be allowed funeral leave days (a day equals 7.5 hours, prorated for regular part time employees) in the event of a death of immediate family members, other relatives and friends as follows:

Up to five (5) working days with pay for: spouse, child, step child, mother, or father.

Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for: brother or sister.

Up to three (3) working days with pay to be deducted from sick days for: step parent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, step sibling, step grandchild, legal guardianship/dependent.

One (1) work day with pay to be deducted from sick days for: spouse step parent, spouse son-in-law or daughter-in-law, spouse grandparent, spouse grandchild, spouse step sibling, spouse brother-in-law or sister-in-law, aunt, uncle, niece, nephew or cousin.

The employee shall be required to provide proof of death of an immediate family member or other relative as defined. If funeral leave is used for cousin, employee must provide advance notice to the supervisor and the leave must be used for employee to attend the funeral, with proof of attendance provided to the supervisor.

One (1) day to be deducted from vacation or as personal time without prior approval for a friend, with prior notice to supervisor. Proof of attendance may be required.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

The employee has the option of using additional sick or vacation time, if needed, for an immediate family member with prior approval of supervisor. The employee may be allowed to take additional unpaid funeral leave, with prior approval and the employee would continue to be eligible and continue to participate in the health insurance program during this period.

NOTE: Part time employees will receive the number of days, prorated, based on the number of hours worked on average in the prior 12 months or for those months worked if less than twelve (12).

## SECTION 2

The employee must notify the supervisor when the funeral leave is to commence.

All funeral leave must be taken in consecutive days unless prior approval has been issued to use in a non-consecutive manner.

Regardless of what type of accrued time is used (e.g. funeral, sick, vacation, and /or personal time) the amount of time paid will not exceed the number of hours the employee would otherwise have worked on average.

## **ARTICLE 26**

### **- Personal Time -**

## SECTION 1

Employees are entitled to use personal time on 2 occasions per calendar year to be deducted from the employee's sick time accrual. Each personal day can only be used on one occasion per calendar year, not to exceed 7.5 hours for a regular full time employee. For a regular part time employee a personal day would equal up to the number of hours that employee would have been scheduled to work that day, not to exceed 7.5 hours. (Example: If an employee takes personal time using 3.5 hours of sick time and the employee returns to work, this incident of personal time has been expended.)



## SECTION 2

For each calendar year, employees who reach the maximum amount of accrued sick time will be allowed to use an additional day as personal time, chargeable to the sick bank. If the employee again reaches the maximum amount of sick time, the employee may use a second day as personal time, chargeable to the sick bank.

## SECTION 3

Except in emergency situations, employees will give at least two (2) calendar days' notice to his/her supervisor of the intent to take a personal day. The use of personal time is subject to the approval of the supervisor.

## SECTION 4

A personal day cannot be taken in conjunction with a holiday or vacation without the prior approval of the supervisor.

# **ARTICLE 27**

## **- Leaves of Absence -**

## SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year (except as noted in Section 10 of this Article), will be granted without loss of seniority (loss of seniority means the employee will have no less seniority at the end of the leave than at the beginning; seniority may or may not accrue during the leave depending on the circumstances) so long as the appropriate documentation has been submitted for:

- a. Personal/medical illness leave (physical or mental);
- b. Prolonged illness of spouse or child: Such leave may be extended for like cause by consent of the Authority, so long as the leave or extension shall be consistent with meeting the operating needs of the Authority;
- c. Parental leave for a newborn child or adoption: The Authority shall have the authority to approve or disapprove a request for parental leave. A denial of leave shall be given to the employee in writing including the reasons. The denial must not be made in an arbitrary or capricious manner. When granting the request, the Authority shall determine the leave duration, which shall not exceed one (1) year;

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the FMLA and a fact sheet shall be provided to the employee in a reasonable method and manner. Leave taken under the FMLA will be taken consistent with the Act, this provision and the policy of the Authority.

## SECTION 2

Additional leaves of absence for reasonable periods, not to exceed one (1) year (except as noted in Section 10 of this Article), will be granted without loss of seniority (loss of seniority means the employee will have no less seniority at the end of the leave than at the beginning; seniority may or may not accrue during the leave depending on the circumstances) so long as the appropriate documentation has been submitted for:

- a. Serving in a Union position;
- b. Educational purposes when job related. Job related generally references schooling that will advance the employee's skills in a manner directly related to his/her current position or to prepare for an advanced position within the Authority. Program coverage issues will be considered when approving or denying an educational leave, however will not be unreasonably withheld. Approval is contingent upon actual enrollment verification. Such leave may be extended for a reasonable period by consent of the Authority provided the employee makes a request sixty (60) calendar days in advance, so long as the leave or extension is consistent with meeting the operating needs of the Authority. Upon graduation or completion of course(s) or in the event of early termination of actual educational curriculum, the employee will notify the Authority and return to work within two (2) business days. Working days begin the day after the last, final examination or the last class session, whichever is later.

In the event the employee should return to work prior to the scheduled conclusion of the leave, the Executive Director shall have discretion to schedule the return to work in a manner that best and most efficiently satisfies the operational need of the Authority.

## SECTION 3

All leaves based upon illness, shall be supported by a statement from the health care professional when requested by the Authority. When requested by the Authority, a statement from the health care professional shall be furnished at reasonable intervals of the illness, evidencing the inability of the employee to perform essential job functions.

## SECTION 4

The Authority may require the employee on personal medical leave to submit to an examination by a health care professional chosen by the Authority, provided the charges by the health care professional are paid by the Authority.

## SECTION 5

The requirements of Section 3 and 4 may be waived by the Authority, but such waivers shall not form the basis for submitting a grievance when such waiver is not granted nor set a precedent for future decisions.

## SECTION 6

An employee shall not be allowed to return to work from a personal medical leave without medical verification of recovery from the health care professional and may be subject to Section 3.

## SECTION 7

Nothing shall prevent the employee from requesting an extension of a leave of absence that is more than the original request, but still less than one (1) year. The Authority shall not deny any reasonable request based upon a continuing disability. Continuation of leaves for reasons other than the disability of the employee shall be subject to the exclusive approval of the Authority. An exception can be made at the discretion of the Executive Director in the event of extraordinary circumstances (e.g., inability to schedule a medical appointment due to doctor's schedule).

## SECTION 8

A request for an extension of a currently approved leave of absence (less than one (1) year) shall be made in writing to the Executive Director at intervals that provide the Authority sufficient opportunity to plan but not less than ten (10) working days prior to the expiration date of the leave.

## SECTION 9

For paid, approved contract leaves (personal/medical, illness of spouse/child, work related educational, parental, union business or short term disability) seniority and other benefits shall accrue.

## SECTION 10

If the approved contract leave (personal/medical, illness of spouse/child, work related educational, parental or union business) is unpaid and not a leave under the Family & Medical Leave Act, seniority and eligible service recognition shall be frozen (not accrue) and adjusted upon return. The employee may be eligible for health benefits under COBRA. One (1) exception to this is if the approved unpaid leave is for ten (10) business days or less in total length, the employee will continue to accrue seniority but not any other benefits.

## SECTION 11

Non medical (serving in a union position, educational purposes when job related, parental leave for new born child or adoption) and non personal medical (prolong illness of spouse or child) leaves of absence are only granted for one (1) year with no exceptions.

However, following an approved personal medical leave of absence (for up to one year), it is the expectation of the Authority that the employee either return to work with the

clearance from a health care professional or the employee's employment ends. Should there be extenuating circumstances that require the employee to continue to be absent from work, a request to consider an extended leave, not to exceed two (2) years, may be submitted for consideration and will not be unreasonably denied. The employee shall submit a request that specifically explains the continued health condition, the prognosis for return to work, which should be reasonable given the circumstances of each employee case. Each instance will be handled on a case by case basis, and sets no precedent for future requests. An extended date of return to work must be established with a "to be determined but no later than a date certain."

#### SECTION 12

Failure to report to work on the next scheduled workday after a leave of absence expires shall result in the immediate discharge and shall not be subject to the grievance procedure.

#### SECTION 13

Leaves of absence with pay for any short-term educational training which will benefit the Authority may be authorized by the Executive Director.

#### SECTION 14

Union employees elected to attend the International Union Convention, Council Convention, or Education Conference shall be granted a leave of absence to attend such conferences or convention. Under no circumstances shall the total amount of leave time for all employees for Union activities exceed an accumulative total of fourteen (14) days per year. A maximum of one (1) Union member may attend any such convention or conference at any one time. Such leaves shall be without pay.

#### SECTION 15

The Authority shall provide the employee the opportunity to return to employment at a job and/or salary level comparable to that held at the time the leave of absence was granted.

### **ARTICLE 28** - Vacations -

#### SECTION 1

- a. All full time employees shall be entitled to vacations according to the following schedule:

| <u>Years of Service</u>                  | <u>Days</u> |
|--|-------------|
| Successful<br>Completion of<br>Probation | 5           |
| 1 Year                                   | 5           |
| 2 – 4                                    | 10          |
| 5 – 9                                    | 17          |
| 10 – 14                                  | 20          |
| 15 – 19                                  | 23          |
| 20 – 24                                  | 25          |
| 25+                                      | 28          |

- b. Regular part time employees' vacation will be calculated on an annual basis. The previous year's total compensated hours (from anniversary date to anniversary date) will be calculated (based upon full pay periods). This number will be divided by 1950 hours times the applicable full time vacation hours allocation. This will equal the part time vacation allocation.
- c. The Authority may, at its sole discretion, place a new hire on the vacation schedule, not to exceed the third step (e.g. 5 - 9 years), when in its opinion it is necessary for the recruitment of an individual with the education and experience desired for the position being recruited. A new hire so placed will remain at the initial placement level until such time as his/her actual years of service with the Authority permits advancement to the next level.

## SECTION 2

The full allocation of days according to the above schedule shall be credited to the employee upon each anniversary of full time employment with the Authority or satisfactory completion of probation.

## SECTION 3

An employee shall not be entitled to use more days than have been earned or in advance of days to be credited.

## SECTION 4

An employee shall be entitled to carry forward from the previous years accrual as many days that when added to the anniversary credit does not exceed thirty-five (35) days. The Authority shall have exclusive authority to waive the maximum limit for a reasonable period not to exceed six (6) months in the event an employee is unable to take vacation time. The waiver of the maximum limit will not be arbitrarily withheld. In the event the employee fails to schedule vacation usage that would bring them back into compliance during the variance period, the days over the maximum will be forfeited.

SECTION 5

Vacation days must have the prior approval of the Authority to be used. Requests for the use of vacation time cannot be made more than three (3) months in advance unless the Authority determines that extenuating circumstances exist. Approval shall be contingent upon adequate program coverage and/or the employee's workload at the discretion of the Authority, but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Seniority shall prevail when requests are simultaneous.

SECTION 6

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

SECTION 7

Upon termination, retirement, or death the employee or beneficiary shall be paid the total accrued unused vacation days and a prorated pay-off of vacation time from his/her date of separation retroactive to his/her last anniversary of employment, and such payoff of unused vacation days shall not exceed thirty-five (35) days of pay.

**ARTICLE 29**

- Holidays -

SECTION 1

Full time employees shall be entitled to the following paid holidays: The following holidays are intended to be those holidays established by the Michigan Supreme Court. Should the Michigan Supreme Court change the following schedule in any way, that amended holiday schedule shall prevail and apply:

| <u>Holiday</u>                | <u>Actual Date to be Celebrated</u> |
|-------------------------------|-------------------------------------|
| New Year's Day                | January 1                           |
| Martin Luther King's Birthday | Third Monday of January             |
| President's Day               | Third Monday of February            |
| Memorial Day                  | Last Monday of May                  |
| Independence Day              | July 4                              |
| Labor Day                     | First Monday of September           |
| Veteran's Day                 | November 11                         |
| Thanksgiving Day              | Fourth Thursday of November         |
| Day after Thanksgiving        |                                     |
| Christmas Eve                 | December 24                         |
| Christmas Day                 | December 25                         |
| New Year's Eve                | December 31                         |

and such other holidays as may be established by action of the Authority.

## SECTION 2

Employees shall work the last scheduled workday before the holiday and the first scheduled workday after the holiday to be eligible for holiday pay, unless the employee had previously approved time off or has a note from a health care professional evidencing the employee's illness. Exceptions can be made to this by mutual agreement between the Authority and the employee.

## SECTION 3

In the event a holiday falls upon a Sunday, the following Monday shall be considered as the holiday. In the event a holiday falls upon a Saturday, the preceding Friday shall be considered as the holiday.

## SECTION 4

Employees required to work a holiday, and/or work an observed holiday by the Authority, shall receive time and one-half (1 ½) the base for each hour worked and an hour-for-hour vacation credit.

## SECTION 5

Regular part time employees who have worked for the Authority for at least 3 months and have worked an average of 17.5 hours or more per week in the six (6) pay periods prior to the following specific holidays will receive five (5) hours of holiday pay for Thanksgiving Day, Christmas Day, and New Year's Day.

## SECTION 6

Part time employees will be given opportunity to make up any unpaid holidays on an hour-for-hour basis within six (6) weeks of the occurring holiday. The regular part time employee will have an alternative option of using available personal time or accrued vacation time for the holiday based on the number of hours that employee would have been scheduled to work that day. Requests to exercise this option must be submitted for approval prior to the day off.

## **ARTICLE 30**

### **- Working Hours - Overtime -**

## SECTION 1

The typical working hours of a full-time employee shall be thirty-seven and one-half (37½) hours per week. To be responsive to the needs of the individuals receiving services, program activities, outside forces such as grant requirements, etc. (not an all-inclusive list) the parties recognize working hours may vary.

- a. Both parties will attempt to develop a mutually agreed upon work schedule.
- b. Both Parties recognize the Authority's right to adjust Staff and/or Program schedules, as is necessary. The Parties also recognize the Union's desire for employees to be able to generally rely on having a regular schedule. (Management will attempt to notify a new hire of any irregular hours that exist at the time of hire. There will be no forced split shifts.)
- c. Fixed Schedule: The Employer and the Employee will work to develop a mutually agreeable Fixed Schedule based upon program coverage, consumer needs, grant obligations, etc. The Fixed Schedule shall be consistent each week and will not vary. The Fixed Schedule shall not exceed 37.5 hours per week. Employees will be entitled to overtime after 37.5 hours per week. Overtime will require the Supervisor's prior written approval. (Exceptions: Section 8 of this Article.)
- d. Variable Schedule: If circumstances permit, the Employer and the Employee may work to develop a mutually agreeable Variable Schedule, as long as the schedule meets program coverage, consumer needs, grant obligations, etc. The Variable Schedule may vary on a weekly basis. Employees on a Variable Schedule shall not be entitled to overtime until they have exceeded 40 hours in a week or 75 hours in a pay period. Overtime will require the Supervisor's prior written approval. (Exceptions: Section 8 of this Article.)

## SECTION 2

By way of definition:

- a. A full time employee is usually scheduled to work a thirty-seven and one-half (37½) hour work week.
- b. A part time employee is usually scheduled to work fewer than thirty (30) hours a week.
- c. The Authority may schedule a part time employee to work a schedule of thirty (30) hours per week but less than thirty-seven and one-half (37 ½) hours per week due to special circumstances or seasonal requirements.

However, if a part time employee averages thirty (30) hours per week or more over the course of a calendar year, the Authority will review the work assignment to determine if such work schedule will be of an ongoing nature or temporary. If it is determined that the schedule will be of an ongoing nature, the Authority will notify the Union and schedule a meeting to discuss a satisfactory solution.



### SECTION 3

Each employee working six (6) or more consecutive hours shall be entitled to, program needs permitting, break time equaling up to 15 minutes, in the first half of the day and up to 15 minutes in the second half of the day.

Employees who work less than six (6) hours shall be entitled to break time equaling up to fifteen (15) minutes at the midpoint of their regular workday.

Break time includes any time spent in non-work activities. By way of example, this includes restroom breaks, personal calls and conversations, smoking breaks, trips to obtain beverages and/or food/snacks, etc.

Each employee working six (6) or more hours shall be entitled to an unpaid lunch break of up to one (1) hour each day.

### SECTION 4

The Authority shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified employees as circumstances allow.

### SECTION 5

A Variable Schedule employee shall make every attempt to adjust excess hours worked so as not to work over 40 hours in any given week or 75 hours in a pay period. All overtime must be approved, in advance and in writing, by the employee's Supervisor.

### SECTION 6

The Authority shall compensate the employee with compensatory time off or pay as determined by the employee, contingent upon approved funding, in accordance with the provisions of this Article. Compensatory time shall be allowed to accrue to a maximum of fifty (50) hours. Hours which would exceed the maximum shall be paid to the employee. The employee selection of pay or compensatory time shall be for the entire pay period affected. Compensatory time shall be scheduled at the mutual convenience of the Authority and the employee.

### SECTION 7

Any full time employee or the Authority may request a Variable Schedule within the following parameters:

- a. A Variable Schedule employee can work no more than 40 hours or less than 35 hours in any given week, not to exceed seventy-five (75) hours in a two (2) week period.

- b. An employee cannot be regularly scheduled to work more than 10 hours, plus one (1) hour of unpaid time spent for meals in any one (1) day.
- c. No employee can start earlier than one (1) hour before Program/Department hours.
- d. No employee can regularly work later than 9:00 p.m. with the exception of the Mobile Crisis Unit.
- e. Variable Schedules shall be adjusted to ensure staff attendance at mandatory trainings and meetings.
- f. Reasonable program and/or consumer needs and/or a consumer crisis situation supersede the parameters of approved variable schedules.
- g. A Fixed Schedule employee may request to modify his/her regular hours for a ½ hour lunch break. The Authority will make every effort to accommodate said request, as long the Authority's needs are met. Employees making use of this sub-paragraph shall not be allowed to consolidate time for use as a substitute for paid time off. This sub-paragraph is not intended to be used on a regular basis.

The Authority shall have exclusive authority to approve or deny an employee request. Any Authority request must be agreed upon by the employee.

## SECTION 8

Professional employees designated as “on-call” after hours staff whose duties and responsibilities are required to be available after usual Program hours, shall be considered in an on-call status. Employees required to be available for on-call duty shall receive one (1) hour pay for each six (6) hours served on on-call at the individual employee’s regular rate of pay. If the employee actually has to work (take or make telephone calls) or is authorized (by his/her supervisor) to leave his/her home to do a face-to-face or for DBT professionals authorized to conduct telephone coaching or leave home to do a face to face, the employee will be compensated at his/her full rate of pay from the point the employee leaves home until his/her return home or for DBT professional leaves home and returns or starts and ends telephone coaching. Employees shall have the option of choosing between regular pay or compensatory time.

*Example: If the employee was on call from 6:00 p.m.-12:00 a.m. and took two (2) telephone calls, from 9:00 p.m.-9:10 p.m. and 9:16 p.m.-9:18 p.m., the time should be recorded as follows:*

*On-call time sheet: 6 hours on-call, 1 hour converted  
9:00 p.m.-9:10 p.m. & 9:16 p.m.-9:18 p.m. = 12 minutes*

*Regular time sheet: 15 minutes into hours worked as regular or OT  
.75 on-call time converted*

- a. Provisions of Article 30 – Overtime, Sections 1-6 and 8 shall not apply to a staff person during their scheduled on-call duty. It is recognized that professional employees designated as “on-call” will be required to be part of the Program’s on-call/stand-by rotation schedule. Trading of scheduled on-call/stand-by duty is permissible if approved in advance by the designated supervisor.
- b. On-call duty shall be defined for weekdays as from 5:00 p.m. to 7:59 a.m., Monday through Saturday a.m. (15 hour coverage period; and for weekends from Saturday 8:00 a.m. to Sunday 7:59 a.m., and Sunday 8:00 a.m. to Monday 7:59 a.m. (24 hour coverage period). The weekend coverage schedule (24 hour coverage period) will also be the same for any day that is recognized as an Authority holiday or official closure day (24 hour day accordingly defined).
- c. The Authority shall pay on behalf of the employee the employer share of FICA, Social Security Alternative payments, retirement, Worker’s Compensation and Unemployment Compensation cost. Additionally, the Authority shall furnish to the on-call employee a pager/cell phone.
- d. The on-call employee agrees to be available by pager/cell phone to conduct official business of the Authority and to stay free of all alcohol and non-prescription drugs during his/her on-call coverage.
- e. An employee serving an on-call assignment shall be reimbursed for mileage incurred from the point of departure and return in accordance with the applicable mileage reimbursement policy and rate in effect for the Authority.
- f. Some initial parameters will be set for this “on-call” implementation:
  - 1) No staff can work more than two (2) consecutive weekdays “on-call.”
  - 2) No staff can work more than eight (8) weekdays and two (2) weekends per month “on-call.”
  - 3) Once staff leave the premises to make a face-to-face visit he/she will be paid for at least one (1) hour.

**ARTICLE 31**

- Agency Closure or Partial Closure of Facility -

SECTION 1

In the event the agency decides, due to inclement weather, to close during regular work hours all employees who were scheduled to work during those hours will be paid straight time for all regular work hours missed due to the closure.

Those employees who are asked to work in person and/or face to face, on any site, by their supervisor during the closure to meet essential or critical needs of the agency shall be paid at the rate of time and one half for hours actually worked.

## SECTION 2

Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that agreed upon when the request for the day off was approved.

## **ARTICLE 32** - Retirement Benefits -

## SECTION 1

All full time regular employees shall, upon their date of hire, participate in the St. Clair County Employees' Retirement Plan. This Plan consists of the Defined Benefit Pension Plan and the Retiree Health Care Plan. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate Union approval. Employees hired on or after September 9, 1992 shall be subject to the plan provided herein.

## SECTION 2

The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. The employee shall contribute five (5%) percent of his/her gross salary on a bi-weekly basis through payroll deduction toward the Defined Benefit Pension plan. The remainder of the funding necessary to assure and maintain the financial stability of the system, as determined by the County, shall be the responsibility of the employer.

## SECTION 3

Employees hired on or after 11/7/07 and prior to 1/1/2016 shall contribute two percent (2%) of their gross salary on a bi-weekly basis through payroll deduction toward the Retiree Health Care Plan.

Employees hired before 11/7/07 will make no additional contribution toward Retiree Health Care with the following stipulation:

If the employer determines after closing out the fiscal year, there are funds available in an amount adequate to contribute the recommended contribution as determined by the Retirement Board Actuary toward the Retiree Health Care Fund there will be no additional contribution by the employee. If the funds should be something less than the recommended contribution as determined by the Retirement Board Actuary then the employees shall make up the difference by contributing a percentage of gross pay, calculated to the tenth of one percent (1%) not to exceed two percent (2%). This is in addition to the current employee contribution of five percent (5%) to the Defined Benefit Pension plan.

SECTION 4

Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

SECTION 5

A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

| <u>Years of Service</u> | <u>Annual Multiplier</u> |
|-------------------------|--------------------------|
| 1 through 10            | 1.75%                    |
| 11 through 19           | 2.00%                    |
| 20 through 24           | 2.00%                    |
| 25 or More              | 2.40%                    |

Upon attaining the twentieth (20) year, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

SECTION 6

A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for the basic coverage.

SECTION 7

An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal:

- a. The employee's combined years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) actual years of service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.
- b. The employee has attained the age of sixty (60) years with eight (8) actual years of service contributions. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.
- c. The employee has attained the age of fifty-five (55) years with twenty-five (25) years of service, including reciprocity and/or purchased military service.

SECTION 8

Effective January 1, 1999 retirement shall be computed on the base salary only and shall not include compensation from;

- a. Overtime pay or compensatory time payoff.
- b. Vacation day accrual payoff upon separation from employment for any reason.
- c. Sick day accrual payoff upon separation from employment for any reason.

SECTION 9

The pension plan documents shall be the controlling documents and are hereby incorporated into this collective bargaining agreement by reference.

SECTION 10

Full-time employees hired on or after 1/1/2016 shall not be eligible for the Defined Benefit Pension Plan; instead, these employees shall be entitled to a Defined Contribution Retirement Plan. Full-time employees hired on or after 1/1/2016 shall not be eligible for the Retiree Health Care Plan.

The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the employee decides to withdraw upon termination from employment; the employee chooses how to direct his or her investment. The employee should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

The employee may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc. Employees wishing to adjust their employee contribution election amount, may do so in accordance with the terms of the 457 Plan and applicable St. Clair County Community Mental Health Authority policies.

The Employer will match the Employee contribution to the 457 Plan dollar for dollar up to a maximum of 8% of total wages with no vesting period. The Employer match will begin as of the date the Employee begins elective deferrals. The Plan documents outlining additional details of the 457 Plan are available in the St. Clair County Community Mental Health Authority Human Resources office.

**ARTICLE 33**  
- Life Insurance -

SECTION 1

The Authority shall provide each full time employee with \$40,000 life insurance.

## SECTION 2

Full time employees shall be eligible for core life insurance under the Authority's flexible benefit plan consistent with Section 1 and may choose one of the following options:

### a. Option 1

The purchase of an amount equal to the core benefit at the Authority's group rate. The employee shall be subject to and responsible for the premium cost and any and all taxes determined by the IRS. Premiums shall be paid by bi-weekly payroll deduction.

### b. Option 2 (Only available if there is 20% participation, except for those already grandfathered)

The purchase of an amount equal to twice the core benefit at the Authority's group rate. The employee shall be subject to and responsible for the premium cost and any and all taxes determined by the IRS. Premiums shall be paid by bi-weekly payroll deduction.

## SECTION 3

The Authority shall have the sole right and responsibility to choose an insurance carrier to provide such coverage.

## SECTION 4

On an approved leave of absence without pay, the employee may continue premium payment within the provision of the insurance policy or forfeit insurance coverage.

## **ARTICLE 34**

- Health, Dental, and Vision Care -

### SECTION 1 – Health

Regular, full-time employees shall be eligible to participate in the health care plan. Eligibility begins the first day of the month following the first full month of employment (from the date of regular full-time hire). Eligibility includes dependent children up to age 26 and totally disabled adult children who were enrolled in the Plan prior to their 26<sup>th</sup> birthday. Employees shall be eligible to enroll their lawful spouse in the SCCCMHA health plan only if the spouse is not offered coverage through their own employer, or if offered coverage through their own employer, the lowest cost health plan offered to the spouse requires payments in excess of \$212.50 per month for single coverage.

SECTION 2 – Health

Employee premium cost shall be paid by way of payroll deduction. Employee contributions are dictated by Public Act 152, which limits the amount the employer can legally contribute toward the medical insurance premium. Plan availability and employee contribution amounts may change in subsequent contract year(s). The Authority will publish available plans and updated rates when available. The Employer shall select on an annual basis the options available to it consistent with Public Act 152.

SECTION 3 – Health

Regular, full-time employees who are eligible to participate in the plan but who elect not to participate must produce evidence of other health care coverage for themselves and dependents. Additional basic information to meet Affordable Care Act (ACA) reporting requirements must also be provided.

Eligible employees not electing to be covered by the health insurance as provided in this Article, shall be entitled to an annual health care rebate in the amount of \$650/single, \$1,100/2 person, and \$1,350/family, in lieu of said coverage. Once the employee has produced evidence of other health care coverage payment shall be made in equal bi-weekly installments.

SECTION 4 - Dental

The Authority shall provide the following core dental plan and provide the following options. Participation is limited to regular full-time employees and eligibility begins on the first day of the month following the first full month of employment (from the date of regular full-time hire) or for regular part-time employees as outlined in Section 9.

a. Core Option (specifics are detailed in Attachment F)

- \* Plan 100 and 50/50 to an annual maximum of \$1000 per individual.
- \* Orthodontia Plan 50/50 to a lifetime maximum of \$1500 per individual.

b. Option I

- \* \$200 to a flexible reimbursement account.  
This option will be prorated if choice of this option is less than 12 months in the calendar year.

c. Option II – No Dental Insurance

- \* \$150 cash rebate.  
This option will be prorated if choice of this option is less than 12 months in the calendar year.



SECTION 5 - Vision

Each full-time, regular employee shall be eligible to participate in the Vision Plan when provided as part of the overall health care plan. Specifics are outlined in Attachment E.

SECTION 6 – Health & Dental

In order to acquire and maintain any of the benefits provided by Article 34, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the policies established by the Authority and/or the insurance carrier.

SECTION 7 – Health & Dental

An employee who fails to provide timely notice of a status change may be required to reimburse the Authority for the difference in premium costs.

SECTION 8 – Health & Dental

On an approved leave of absence without pay, the employee may continue premium payment consistent with the terms of applicable laws.

SECTION 9 – Health & Dental

Regular part-time employees have the option of purchasing health care and dental insurance on the first day of the month following the first full month of employment from the date of hire with 100% of the cost at the employee's expense. Employee payments will be made through payroll deduction and the employee's net earnings must be more than the cost of the coverage selected.

SECTION 10

The parties agree to form a Joint Health Care Cost Containment Committee made up of an equal number of members from the Employer and the two Bargaining Units combined. The Committee will, among other things, review cost containment programs and other sources of potential health care coverage for active employees during the term of the Contract. The frequency of the Committee meetings will be determined by the Committee members once the Committee becomes active.

The Committee is committed to investigate programs designed to reduce cost while providing adequate and acceptable health care coverage. Consideration will be given to alternative health care insurance providers, cost containment programs and alternatives to traditional plans. The Committee may make recommendations to the Employer and the Union, however, the Employer retains the sole discretion to accept, reject or implement, subject to bargaining with the Union said recommendations.

**ARTICLE 35**  
- Employee Liability -

The Authority shall indemnify each employee against claims of liability which may arise in and from the course of his/her employment.

**ARTICLE 36**  
- Mileage, Travel, and Business Expense Reimbursement -

SECTION 1

Employees who are approved to use their own vehicles to conduct Authority business shall be reimbursed for each mile driven at the maximum non-taxable rate established by the IRS.

SECTION 2

Any travel expenses not turned in by the 5<sup>th</sup> working day of the month following the month in which the travel was incurred and which is not turned in on the day it is due in the following month will not be reimbursed to the employee. (Example: Travel expenses incurred in the month of May must be submitted by the 5<sup>th</sup> working day of June. However, it could also be turned in by the 5<sup>th</sup> working day of July and still be considered timely for reimbursement purposes. Any travel expenses from May that are not submitted by the 5<sup>th</sup> working day of July may not be reimbursed).

Reimbursable mileage, travel and business expenses are NOT to cross fiscal years, i.e., submitting September expenses in November. Travel/Expense Vouchers that are not submitted in accordance with policy may not be reimbursed.

**ARTICLE 37**  
- Additional Benefits –

SECTION 1

The Authority shall provide special clothing to employees that may be required in the performance of their duties.

SECTION 2

The Authority shall make an effort to provide an area for the employees so they may have a lunch break without interruption.

SECTION 3

The Authority shall provide the Union with one copy of each job description.

SECTION 4

The Authority shall reimburse employees for repairs or replacement of eye glasses or contact lenses which are broken, destroyed or damaged in the performance of their duties, provided upon investigation by the Authority, the employee exercised due care and caution and was not otherwise negligent.

SECTION 5

The Authority must provide any required uniforms at no cost to the employee.

**ARTICLE 38**  
- Attachments -

Attachments to this contract include:

- Attachment A PPO Select 1 – Summary of Benefits
- Attachment B Versatile 3 PPO – Summary of Benefits
- Attachment C PPO Simply Blue Plan 6 – Summary of Benefits
- Attachment D PPO Simply Blue Plan 7 – Summary of Benefits
- Attachment E PPO Flex Blue 3 QHDHP – Summary of Benefits
- Attachment F Vision – Summary of Benefits
- Attachment G Dental – Summary of Benefits
- Attachment H Salary Schedule 2022-2024

**ARTICLE 39**  
- Wages -

SECTION 1

Salary schedules for 2022 (2%), 2023 (2%) and 2024 (1%) immediately follow this section and are a continuation of Article 39.

SECTION 2

As a contract ratification bonus, all regular employees who meet the below stipulations will receive a one-time lump sum payment in January, 2022. Regular full-time and regular part-time employees shall receive \$2,500.

In order to qualify for this payment, employees must meet the following stipulations:

- 1) Employee must have been employed as of December 31, 2021 and still employed as of the date of payment; and
- 2) Employee must not have provided prior to date of payment, a notice of resignation. For employees who are on probation at the time of payment, their payment will be delayed until successful completion of probation.

The Agency will determine if sufficient funding allows for future lump sum, not to base payments. Once a determination is made by the Agency, Management and the Union will meet and confer concerning the rationale behind the determination of whether a lump sum, not to base, payment will, or will not, be made.

### SECTION 3

The parties recognize and agree that the current Schedule I and Schedule II salary schedules are incorporated into Article 39.

All employees currently on Schedule II will remain on Schedule II. Any new hires after the effective date of this Agreement shall be placed on Salary Schedule II.

Any new postings will be placed on Salary Schedule II subject to the following: In the event a Schedule I employee applies for a posted position into the same grade level and where the Schedule II wage rate is less than the employee's Schedule I rate, the employee's wage rate will be frozen until such time as the Schedule II rate exceeds the frozen rate. If the Schedule I employee applies for a posted position into a different grade level, the employee shall be paid at the Schedule II grade level rate.

Any employee who transfers to the same classification/position, whether initiated by the Employee and/or the Employer, shall remain at his/her respective Schedule.

### **ARTICLE 40**

- Letters of Agreement, Understanding & Clarification –

### SECTION 1

From time to time, during the term of this agreement, both Management and the Union will determine if there is a need to clarify something in the contract or a past practice, as well as agree to something new that does not currently exist in the contract. When this occurs the parties will execute either a Letter of Agreement, Understanding or Clarification. When executed they will be tracked using a numerical designation of the year and number of clarification or agreement, for example "2007-01".

### SECTION 2

The following is a list of surviving Letters of Agreement, Understanding or Clarification executed prior to this contract.

- April 2002 – Temporary Part Time Position – Newsletter
- 2010-01 – R.F. Wage Decrease
- 2012-01 – S.A. Wage Decrease
- 2021-01 – LOA, Hiring Bonus/Referral Bonus
- 2021-02 – LOA, MCU Incentive

### SECTION 3

The Letters are attached to this contract. All other Letters have either been incorporated into this contract, have expired, or are now void.

**ARTICLE 41**

**- Termination of Agreement -**

SECTION 1

This agreement shall be in effect and become operative on January 1, 2022 and shall continue in operation and effect through December 31, 2024. If either party desires to terminate, modify, or amend this agreement it shall, at least sixty (60) days prior to December 31, 2024, give notice to the Authority or the Union, as the case may be, of its intention to terminate, modify, or amend this agreement. If neither party gives notice the agreement shall remain in effect for 12 months after January 1, 2025.

The parties have executed this agreement on the \_\_\_\_<sup>th</sup> day of \_\_\_\_\_.

FOR THE UNION

FOR THE AUTHORITY

Mark Hutchinson  
President

Nancy Thomson  
Board Chairman

Chris Appel  
Staff Representative

Du J  
Executive Director

Date: January 13, 2022

Date: 12-29-2021



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 009**  
**Section Code(s): 1010, 1110**  
**PPO - PPO Select 1, Hearing, RX26**  
**Effective Date: 01/01/2020**  
**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 and/or copay. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

BCBSM provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

**Note:** A list of services that require approval **before** they are provided is available online at (<https://www.bcbsm.com/importantinfo>). Select **Approving covered Services**.

**Members responsibility (deductibles, copays, coinsurance and dollar maximums)**

| <b>Benefits</b>                             | <b>In-Network</b>   | <b>Out-of-Network</b>  |
|---|---|--|
| <b>Deductibles</b> - per calendar year      | None  | \$250 per member<br>\$500 per family   |
| <b>Copays</b><br>• Fixed Dollar Copays      | \$5 copay for :<br>• Office visits<br>\$50 copay for :<br>• Facility medical emergency  | \$50 copay for :<br>• Facility medical emergency   |
| <b>Coinsurance</b><br>• Percent Coinsurance | 0%  | 20%<br><b>Note:</b> Services without a network are covered at the in-network level.      |
| <b>Annual out-of-pocket maximums</b>        | \$2,250 per member<br>\$4,500 per family<br>Includes Deductible, Coinsurance and Copays | \$2,250 per member<br>\$4,500 per family<br>Excludes Deductible and includes Coinsurance |
| <b>Lifetime dollar maximum</b>              | Unlimited   |  |

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.

## Preventive Care Services

| Benefits   | In-Network     | Out-of-Network                 |
|--|----------------|--------------------------------|
| Health Maintenance Exam - one per calendar year  | Covered - 100% | Not Covered                    |
| Routine Physical Related Test X-Rays, EKG and lab procedures performed as part of the health maintenance exam  | Covered - 100% | Not Covered                    |
| Annual Gynecological Exam - two per calendar year, in addition to health maintenance exam  | Covered - 100% | Not Covered                    |
| Pap Smear Screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Mammography Screening - one per calendar year includes 3D Mammography  | Covered - 100% | Covered - 80% after deductible |
| Contraceptive Methods and Counseling   | Covered - 100% | Not Covered                    |
| Prostate Specific Antigen (PSA) screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Endoscopic Exams - one per calendar year   | Covered - 100% | Covered - 80% after deductible |
| Well Child Care  | Covered - 100% | Not Covered                    |
| <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> </ul> |                |                                |
| Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit  |                |                                |
| Immunizations - pediatric and adult  | Covered - 100% | Not Covered                    |

## Physician Office Services

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Office Visits   | Covered - 100% after \$5 copay | Covered - 80% after deductible |
| Telemedicine Visits   | Covered - 100% after \$5 copay | Covered - 80% after deductible |
| Blue Cross Online Visits  | Covered - 100% after \$5 copay | Not Covered                    |
| Note: Services are payable when rendered through Blue Cross Online Visits <sup>SM</sup> |                                |                                |
| Office Consultations  | Covered - 100% after \$5 copay | Covered - 80% after deductible |
| Pre-Surgical Consultations  | Covered - 100%                 | Covered - 80% after deductible |

## Emergency Medical Care

| Benefits   | In-Network  | Out-of-Network  |
|--|---|---|
| Hospital Emergency Room<br>Qualified medical emergency | Covered - 100% after \$50 copay; copay waived if admitted or for an accidental injury | Covered - 100% after \$50 copay; copay waived if admitted or for an accidental injury |
| Non-Emergency use of the Emergency Room                | Covered - 100% after \$50 copay   | Covered - 100% after \$50 copay   |
| Facility Urgent Care Services                          | Covered - 100%  | Covered - 80% after deductible  |
| Physician Urgent Care Services                         | Covered - 100%  | Covered - 80% after deductible  |
| Ambulance Services - Medically Necessary Transport     | Covered - 100%  | Covered - 100%  |

## Diagnostic Services

| Benefits   | In-Network     | Out-of-Network                 |
|--|----------------|--------------------------------|
| MRI, MRA, PET and CAT Scans and Nuclear Medicine | Covered - 100% | Covered - 80% after deductible |
| Diagnostic Tests, X-rays, Laboratory & Pathology | Covered - 100% | Covered - 80% after deductible |
| Radiation Therapy and Chemotherapy               | Covered - 100% | Covered - 80% after deductible |

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### Maternity Services Provided by a Physician

| Benefits                           | In-Network     | Out-of-Network                 |
|------------------------------------|----------------|--------------------------------|
| Prenatal and Postnatal Care Visits | Covered - 100% | Covered - 80% after deductible |
| Delivery and Nursery Care          | Covered - 100% | Covered - 80% after deductible |

### Hospital Care

| Benefits  | In-Network     | Out-of-Network                 |
|---|----------------|--------------------------------|
| Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies | Covered - 100% | Covered - 80% after deductible |
| Inpatient Medical Care  | Covered - 100% | Covered - 80% after deductible |

### Alternatives to Hospital Care

| Benefits   | In-Network     | Out-of-Network |
|--|----------------|----------------|
| Hospice Care                                       | Covered - 100% | Covered - 100% |
| Home Health Care                                   | Covered - 100% | Covered - 100% |
| Skilled Nursing                                    | Covered - 100% | Covered - 100% |
| Limited to a maximum of 120 days per calendar year |                |                |

### Surgical Services

| Benefits  | In-Network     | Out-of-Network                 |
|---|----------------|--------------------------------|
| Surgery (includes related surgical services)                    | Covered - 100% | Covered - 80% after deductible |
| Bariatric Surgery   | Covered - 100% | Covered - 80% after deductible |
| Oral Surgery  | Covered - 100% | Covered - 100%                 |
| Wisdom teeth extractions  |                |                                |
| Sterilization - males only<br>excludes reversal sterilization   | Covered - 100% | Covered - 80% after deductible |
| Sterilization - females only<br>excludes reversal sterilization | Covered - 100% | Covered - 80% after deductible |

### Human Organ Transplants

| Benefits   | In-Network     | Out-of-Network                              |
|--|----------------|---|
| Specified Organ Transplants<br>In designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504) | Covered - 100% | Not covered except in designated facilities |
| Kidney, Cornea, Bone Marrow and Skin   | Covered - 100% | Covered - 80% after deductible              |

### Behavioral Health Services (Mental Health and Substance Use Disorder)

| Benefits                                    | In-Network                     | Out-of-Network                  |
|---|--------------------------------|---------------------------------|
| Inpatient Mental Health Care                | Covered - 100%                 | Covered - 80% after deductible  |
| Inpatient Substance Use Disorder Treatment  | Covered - 100%                 | Covered - 100% after deductible |
| Outpatient Mental Health Care               | Covered - 100% after \$5 copay | Covered - 80% after deductible  |
| • Telemedicine Mental Health Care           | Covered - 100% after \$5 copay | Covered - 80% after deductible  |
| • Blue Cross Online Mental Health Care      | Covered - 100% after \$5 copay | Not Covered                     |
| Outpatient Substance Use Disorder Treatment | Covered - 100% after \$5 copay | Covered - 90% after deductible  |

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### Autism Spectrum Disorders, Diagnoses and Treatment - Up to and including age 18

| Benefits  | In-Network     | Out-of-Network                 |
|---|----------------|--------------------------------|
| Applied Behavioral Analysis (ABA)<br>Pre-authorization required   | Covered - 100% | Covered - 80% after deductible |
| <b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by an approved autism evaluation center (AAEC) prior to seeking ABA treatment. |                |                                |
| Physical, Occupational and Speech Therapy   | Covered - 100% | Covered - 80% after deductible |
| Physical, Occupational and Speech therapy with an autism diagnosis is unlimited   |                |                                |
| Nutritional Counseling  | Covered - 100% | Covered - 80% after deductible |

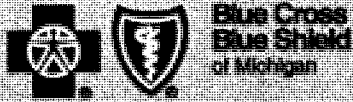
### Other Covered Services

| Benefits  | In-Network     | Out-of-Network                 |
|---|----------------|--------------------------------|
| Cardiac Rehabilitation  | Covered - 100% | Covered - 80% after deductible |
| Chiropractic Spinal Manipulation<br>Limited to a maximum of 24 visits per member, per calendar year | Covered - 100% | Covered - 80% after deductible |
| Durable Medical Equipment   | Covered - 100% | Covered - 80% after deductible |
| Prosthetic and Orthotic Devices   | Covered - 100% | Covered - 80% after deductible |
| Diabetic Supplies<br>Test Strips, Lancets, Needles and Syringes                                     | Covered - 100% | Covered - 80% after deductible |
| Private Duty Nursing Care   | Covered - 90%  | Covered - 90% after deductible |
| Allergy Testing and Therapy   | Covered - 100% | Covered - 80% after deductible |
| Facility Clinic Visit   | Covered - 100% | Covered - 80% after deductible |

### Therapy Services

| Benefits  | In-Network     | Out-of-Network                 |
|---|----------------|--------------------------------|
| Physical, Occupational and Speech Therapy<br>Limited to a combined maximum of 60 visits per calendar year | Covered - 100% | Covered - 80% after deductible |
| Massage Therapy<br>Limited to a maximum of 24 visits per calendar year                                    | Covered - 100% | Covered - 80% after deductible |

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

**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 009**  
**Section Code(s): 1010, 1110**  
**Hearing Care Coverage**  
**Effective Date: 09/01/2012**  
**Benefits-at-a-glance**

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BCBSM provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

**Members responsibility (coinsurance)**

| Benefits    | Participating Provider | Non-Participating Provider |
|-------------|------------------------|----------------------------|
| Coinsurance | No Coinsurance         | Not Covered                |

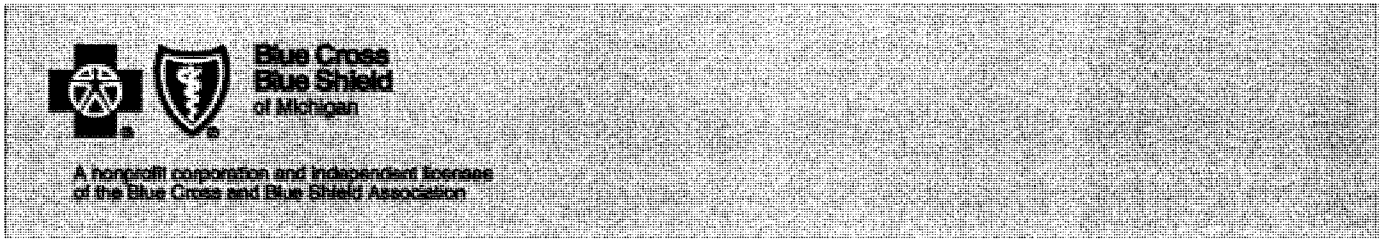
**Covered services**

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

| Benefits               | Participating Provider | Non-Participating Provider |
|------------------------|------------------------|----------------------------|
| Frequency Limitation   | Once every 36 months   |                            |
| Audiometric Exam       | Covered - 100%         | Not Covered                |
| Hearing Aid Evaluation | Covered - 100%         | Not Covered                |
| Hearing Aid            | Covered - 100%         | Not Covered                |

Member may be responsible for the difference in cost between our approved amount and the charge of the hearing aid.

|                             |                |             |
|-----------------------------|----------------|-------------|
| Hearing Aid Conformity Test | Covered - 100% | Not Covered |
|-----------------------------|----------------|-------------|



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 009**  
**Section Code(s): 1010, 1110**  
**Prescription Drugs**  
**Effective Date: 01/01/2021**  
**Benefits-at-a-glance**

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BCBSM provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

**Member's responsibility (copays and coinsurance amounts)**

| <b>Benefits</b>  | <b>Coverage</b>  |
|--|--|
| Retail - 30 day supply   | \$10 copay - Generic drugs<br>\$40 copay - Brand drugs   |
|  | \$0 copay – OTC drugs<br>(Only – Zyrtec, Zyrtec D, Prilosec, Claritin, Children's Claritin, Claritin RediTabs and Claritin-D)  |
|  | Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay.  |
| Mail Order - 90 day supply   | \$20 copay - Generic drugs<br>\$80 copay - Brand drugs   |
| Specialty Drugs – 30 day supply<br>Retail and Mail Order   | \$10 copay - Generic drugs<br>\$40 copay - Brand drugs   |
| High-Cost Drug Discount Optimization Program   | Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.<br><br>Prescription drug manufacturers provide coupon programs for certain pharmaceuticals. Your benefit plan requires you to enroll in BCBSM-approved coupon programs when available for select medications. This benefit may lower the cost sharing typically required for these drugs. Your out-of-pocket expense for these drugs will be no more than your cost sharing. When a coupon is used, only the amount you paid for the prescription will apply towards your annual out-of-pocket maximum. |
| Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA | Covered - 100%   |
| <b>Oral and Injectable Contraceptives</b><br>Retail and Mail Order   | Covered - 100% for Generic and Select Brand name drugs; other Brand name drugs are subject to the applicable copay/coinsurance.  |

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

**Additional Services**

|                         |         |
|-------------------------|---------|
| Smoking Cessation Drugs | Covered |
| Weight Loss Drugs       | Covered |
| Impotency Drugs         | Covered |
| Infertility Drugs       | Covered |

**Diabetic Supplies**

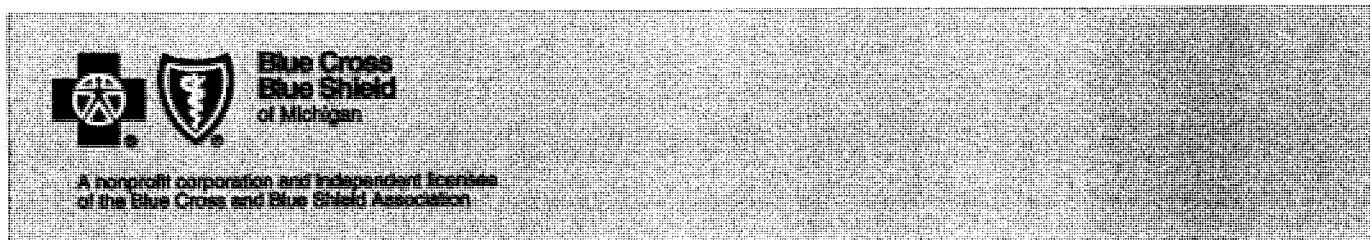
Select diabetic supplies and devices are covered when prescribed by a physician or other professional provider licensed to prescribe it. Select diabetic supplies and devices include: Glucometers, Continuous Glucose Monitors and Sensors, Insulin Delivery Monitors, Test Strips and Lancets and Insulin Delivery Reservoirs.

- Diabetic supplies will be subject to your preferred brand - name drug and/or nonpreferred brand-name drugs cost-share requirement.
- "Preferred" devices will be covered at 100% of our approved amount. "Nonpreferred" devices will be subject to your nonpreferred brand-name drugs cost-share requirement.
- If you receive diabetic supplies and devices paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same diabetic supplies.

Also see *Other Covered Services* for Test Strips, Lancets, Needles and Syringes.

**Features of your prescription drug plan**

|  |   |
|--|---|
| Prior authorization/step therapy       | A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring prior authorization) 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> .  |
| Mandatory maximum allowable cost drugs | If your prescription is filled by a 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 non-preferred 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. |



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 005**  
**Section Code(s): 1010, 1110**  
**PPO - Versatile Plan 3, Hearing, RX 1**  
**Effective Date: 01/01/2020**  
**Benefits-at-a-glance**

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**Note:** A list of services that require approval **before** they are provided is available online at (<https://www.bcbsm.com/importantinfo>). Select **Approving covered Services**.

| Member's responsibility (deductibles, copays, coinsurance and dollar maximums) |  |  |
|--|--|--|
| Benefits   | In-Network   | Out-of-Network   |
| <b>Deductibles</b> - per calendar year   | \$250 per member<br>\$500 per family   | \$500 per member<br>\$1,000 per family   |
| <b>Copays</b><br>• Fixed Dollar Copays   | \$20 copay for :<br>• Office visits<br>• Professional Urgent care services<br>\$50 copay for :<br>• Facility medical emergency | \$50 copay for :<br>• Facility medical emergency   |
| <b>Coinsurance</b><br>• Percent Coinsurance                                    | 10% up to a maximum of:<br>\$1,000 per member<br>\$2,000 per family  | 30%<br><b>Note:</b> Services without a network are covered at the in-network level.      |
| <b>Annual out-of-pocket maximums</b>   | \$2,500 per member<br>\$5,000 per family<br>Includes Deductible, Coinsurance and Copays  | \$2,500 per member<br>\$5,000 per family<br>Excludes Deductible and includes Coinsurance |
| <b>Lifetime dollar maximum</b>   | Unlimited  |  |

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## Preventive Care Services

| Benefits   | In-Network     | Out-of-Network                 |
|--|----------------|--------------------------------|
| Health Maintenance Exam - one per calendar year  | Covered - 100% | Not Covered                    |
| Routine Physical Related Test X-Rays, EKG and lab procedures performed as part of the health maintenance exam  | Covered - 100% | Not Covered                    |
| Annual Gynecological Exam - two per calendar year, in addition to health maintenance exam  | Covered - 100% | Not Covered                    |
| Pap Smear Screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Mammography Screening - one per calendar year includes 3D Mammography  | Covered - 100% | Covered - 70% after deductible |
| Contraceptive Methods and Counseling   | Covered - 100% | Not Covered                    |
| Prostate Specific Antigen (PSA) screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Endoscopic Exams - one per calendar year   | Covered - 100% | Covered - 70% after deductible |
| Well Child Care  | Covered - 100% | Not Covered                    |
| <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> </ul> |                |                                |
| Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit  |                |                                |
| Immunizations - pediatric and adult  | Covered - 100% | Not Covered                    |

## Physician Office Services

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Office Visits   | Covered - 100% after \$20 copay | Covered - 70% after deductible |
| Telemedicine Visits   | Covered - 100% after \$20 copay | Covered - 70% after deductible |
| Blue Cross Online Visits  | Covered - 100% after \$20 copay | Not Covered                    |
| Note: Services are payable when rendered through Blue Cross Online Visits <sup>SM</sup> |                                 |                                |
| Office Consultations  | Covered - 100% after \$20 copay | Covered - 70% after deductible |
| Pre-Surgical Consultations  | Covered - 100%                  | Covered - 70% after deductible |

## Emergency Medical Care

| Benefits   | In-Network   | Out-of-Network   |
|--|--|--|
| Hospital Emergency Room<br>Qualified medical emergency | Covered - \$50 copay then 90% after deductible; copay waived if admitted or for an accidental injury | Covered - \$50 copay then 90% after deductible; copay waived if admitted or for an accidental injury |
| Non-Emergency use of the Emergency Room                | Covered - \$50 copay then 90% after deductible   | Covered - \$50 copay then 70% after deductible   |
| Facility Urgent Care Services                          | Covered - 90% after deductible   | Covered - 70% after deductible   |
| Physician Urgent Care Services                         | Covered - 100% after \$20 copay  | Covered - 70% after deductible   |
| Ambulance Services - Medically Necessary Transport     | Covered - 90% after deductible   | Covered - 90% after deductible   |

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## Diagnostic Services

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| MRI, MRA, PET and CAT Scans and Nuclear Medicine | Covered - 90% after deductible | Covered - 70% after deductible |
| Diagnostic Tests, X-rays, Laboratory & Pathology | Covered - 90% after deductible | Covered - 70% after deductible |
| Radiation Therapy and Chemotherapy               | Covered - 90% after deductible | Covered - 70% after deductible |

## Maternity Services Provided by a Physician

| Benefits                           | In-Network                     | Out-of-Network                 |
|------------------------------------|--------------------------------|--------------------------------|
| Prenatal and Postnatal Care Visits | Covered - 100%                 | Covered - 70% after deductible |
| Delivery and Nursery Care          | Covered - 90% after deductible | Covered - 70% after deductible |

## Hospital Care

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies | Covered - 90% after deductible | Covered - 70% after deductible |
| Inpatient Medical Care  | Covered - 90% after deductible | Covered - 70% after deductible |

## Alternatives to Hospital Care

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| Hospice Care                                       | Covered - 90% after deductible | Covered - 90% after deductible |
| Home Health Care                                   | Covered - 90% after deductible | Covered - 90% after deductible |
| Skilled Nursing                                    | Covered - 90% after deductible | Covered - 90% after deductible |
| Limited to a maximum of 120 days per calendar year |                                |                                |

## Surgical Services

| Benefits  | In-Network                     | Out-of-Network                            |
|---|--------------------------------|---|
| Surgery (includes related surgical services)                    | Covered - 90% after deductible | Covered - 70% after deductible            |
| Bariatric Surgery   | Covered - 90% after deductible | Covered - 70% after deductible            |
| Oral Surgery  | Covered - 90% after deductible | Covered - 90% after in-network deductible |
| Wisdom teeth extractions  |                                |   |
| Sterilization - males only<br>excludes reversal sterilization   | Covered - 90% after deductible | Covered - 70% after deductible            |
| Sterilization - females only<br>excludes reversal sterilization | Covered - 100%                 | Covered - 70% after deductible            |

## Human Organ Transplants

| Benefits   | In-Network                     | Out-of-Network                              |
|--|--------------------------------|---|
| Specified Organ Transplants<br>In designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504) | Covered - 100%                 | Not covered except in designated facilities |
| Kidney, Cornea, Bone Marrow and Skin   | Covered - 90% after deductible | Covered - 70% after deductible              |

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### Behavioral Health Services (Mental Health and Substance Use Disorder)

| Benefits                                    | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Inpatient Mental Health Care                | Covered - 90% after deductible  | Covered - 70% after deductible |
| Inpatient Substance Use Disorder Treatment  | Covered - 90% after deductible  | Covered - 90% after deductible |
| Outpatient Mental Health Care               | Covered - 100% after \$20 copay | Covered - 70% after deductible |
| • Telemedicine Mental Health Care           | Covered - 100% after \$20 copay | Covered - 70% after deductible |
| • Blue Cross Online Mental Health Care      | Covered - 100% after \$20 copay | Not Covered                    |
| Outpatient Substance Use Disorder Treatment | Covered - 100% after \$20 copay | Covered - 90% after deductible |

### Autism Spectrum Disorders, Diagnoses and Treatment - Up to and including age 18

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Applied Behavioral Analysis (ABA)   | Covered - 90% after deductible | Covered - 70% after deductible |
| Pre-authorization required  |                                |                                |
| <b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by an approved autism evaluation center (AAEC) prior to seeking ABA treatment. |                                |                                |
| Physical, Occupational and Speech Therapy   | Covered - 90% after deductible | Covered - 70% after deductible |
| Physical, Occupational and Speech therapy with an autism diagnosis is unlimited   |                                |                                |
| Nutritional Counseling  | Covered - 90% after deductible | Covered - 70% after deductible |

### Other Covered Services

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Cardiac Rehabilitation  | Covered - 90% after deductible | Covered - 70% after deductible |
| Chiropractic Spinal Manipulation                                | Covered - 90% after deductible | Covered - 70% after deductible |
| Limited to a maximum of 24 visits per member, per calendar year |                                |                                |
| Durable Medical Equipment                                       | Covered - 90% after deductible | Covered - 70% after deductible |
| Prosthetic and Orthotic Devices                                 | Covered - 90% after deductible | Covered - 70% after deductible |
| Diabetic Supplies   | Covered - 90% after deductible | Covered - 70% after deductible |
| Test Strips, Lancets, Needles and Syringes                      |                                |                                |
| Private Duty Nursing Care                                       | Covered - 90% after deductible | Covered - 90% after deductible |
| Allergy Testing and Therapy                                     | Covered - 90% after deductible | Covered - 70% after deductible |
| Facility Clinic Visit   | Covered - 90% after deductible | Covered - 70% after deductible |

### Therapy Services

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| Physical, Occupational and Speech Therapy                    | Covered - 90% after deductible | Covered - 70% after deductible |
| Limited to a combined maximum of 60 visits per calendar year |                                |                                |
| Massage Therapy  | Covered - 90% after deductible | Covered - 70% after deductible |
| Limited to a maximum of 24 visits per calendar year          |                                |                                |

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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 005**  
**Section Code(s): 1010, 1110**  
**Hearing Care Coverage**  
**Effective Date: 09/01/2012**  
**Benefits-at-a-glance**

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**Member's responsibility (coinsurance)**

| <b>Benefits</b> | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|-----------------|-------------------------------|-----------------------------------|
| Coinsurance     | No Coinsurance                | Not Covered                       |

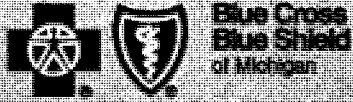
**Covered services**

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

| <b>Benefits</b>        | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|------------------------|-------------------------------|-----------------------------------|
| Frequency Limitation   | Once every 36 months          |                                   |
| Audiometric Exam       | Covered - 100%                | Not Covered                       |
| Hearing Aid Evaluation | Covered - 100%                | Not Covered                       |
| Hearing Aid            | Covered - 100%                | Not Covered                       |

Member may be responsible for the difference in cost between our approved amount and the charge of the hearing aid.

|                             |                |             |
|-----------------------------|----------------|-------------|
| Hearing Aid Conformity Test | Covered - 100% | Not Covered |
|-----------------------------|----------------|-------------|



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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 005**  
**Section Code(s): 1010, 1110**  
**Prescription Drugs**  
**Effective Date: 01/01/2021**  
**Benefits-at-a-glance**

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Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

**Member's responsibility (copays and coinsurance amounts)**

| <b>Benefits</b>  | <b>Coverage</b>  |
|--|--|
| Retail - 30 day supply   | \$10 copay - Generic drugs<br>\$40 copay - Brand drugs<br><br>\$0 copay – OTC drugs<br>(Only – Zyrtec, Zyrtec D, Prilosec, Claritin, Children's Claritin, Claritin RediTabs and Claritin-D)<br><br>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay.   |
| Mail Order - 90 day supply   | \$20 copay - Generic drugs<br>\$80 copay - Brand drugs   |
| Specialty Drugs – 30 day supply<br>Retail and Mail Order   | \$10 copay - Generic drugs<br>\$40 copay - Brand drugs   |
| High-Cost Drug Discount Optimization Program   | Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.<br><br>Prescription drug manufacturers provide coupon programs for certain pharmaceuticals. Your benefit plan requires you to enroll in BCBSM-approved coupon programs when available for select medications. This benefit may lower the cost sharing typically required for these drugs. Your out-of-pocket expense for these drugs will be no more than your cost sharing. When a coupon is used, only the amount you paid for the prescription will apply towards your annual out-of-pocket maximum. |
| Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA | Covered - 100%   |
| <b>Oral and Injectable Contraceptives</b><br>Retail and Mail Order   | Covered - 100% for Generic and Select Brand name drugs; other Brand name drugs are subject to the applicable copay/coinsurance.  |

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**Additional Services**

Smoking Cessation Drugs Covered

Weight Loss Drugs Covered

Impotency Drugs Covered

Infertility Drugs Covered

**Diabetic Supplies**

Select diabetic supplies and devices are covered when prescribed by a physician or other professional provider licensed to prescribe it. Select diabetic supplies and devices include: Glucometers, Continuous Glucose Monitors and Sensors, Insulin Delivery Monitors, Test Strips and Lancets and Insulin Delivery Reservoirs.

- Diabetic supplies will be subject to your preferred brand - name drug and/or nonpreferred brand-name drugs cost-share requirement.

- "Preferred" devices will be covered at 100% of our approved amount. "Nonpreferred" devices will be subject to your nonpreferred brand-name drugs cost-share requirement.

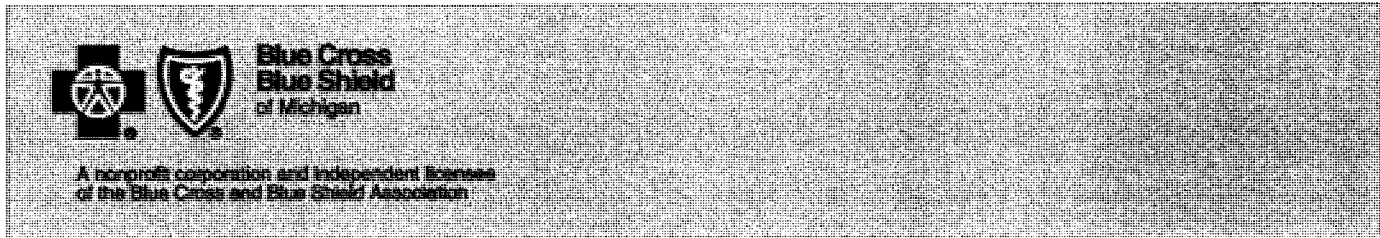
- If you receive diabetic supplies and devices paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same diabetic supplies.

Also see *Other Covered Services* for Test Strips, Lancets, Needles and Syringes.

**Features of your prescription drug plan**

**Prior authorization/step therapy** A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. **Step Therapy**, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

**Mandatory maximum allowable cost drugs** If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you **MUST** pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug **plus** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a non-preferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 095**  
**Section Code(s): 1020, 1120**  
**PPO - SB Plan 6, Hearing, RX37**  
**Effective Date: 01/01/2020**  
**Benefits-at-a-glance**

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**Note:** A list of services that require approval **before** they are provided is available online at (<https://www.bcbsm.com/importantinfo>). Select **Approving covered Services**.

| Member's responsibility (deductibles, copays, coinsurance and dollar maximums) |  |  |
|--|--|--|
| Benefits   | In-Network   | Out-of-Network   |
| <b>Deductibles</b> - per calendar year   | \$500 per member<br>\$1,000 per family   | \$1,000 per member<br>\$2,000 per family   |
| <b>Copays</b><br>• Fixed Dollar Copays   | \$30 copay for :<br>• Primary Care Physician (PCP) office visits<br>• Chiropractic spinal manipulations<br>\$50 copay for :<br>• Specialist office visits<br>\$60 copay for :<br>• Facility Urgent care services<br>• Professional Urgent care services<br>\$150 copay for :<br>• Facility medical emergency | \$150 copay for :<br>• Facility medical emergency  |
| <b>Coinsurance</b><br>• Percent Coinsurance                                    | 20% up to a maximum of:<br>\$2,500 per member<br>\$5,000 per family  | 40%<br><b>Note:</b> Services without a network are covered at the in-network level.      |
| <b>Annual out-of-pocket maximums</b>   | \$4,500 per member<br>\$9,000 per family<br>Includes Deductible, Coinsurance and Copays  | \$4,500 per member<br>\$9,000 per family<br>Excludes Deductible and includes Coinsurance |
| <b>Lifetime dollar maximum</b>   | Unlimited  |  |

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## Preventive Care Services

| Benefits   | In-Network     | Out-of-Network                 |
|--|----------------|--------------------------------|
| Health Maintenance Exam - beginning age 4; one per calendar year   | Covered - 100% | Not Covered                    |
| Routine Physical Related Test X-Rays, EKG and lab procedures performed as part of the health maintenance exam  | Covered - 100% | Not Covered                    |
| Annual Gynecological Exam - two per calendar year, in addition to health maintenance exam  | Covered - 100% | Not Covered                    |
| Pap Smear Screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Mammography Screening - one per calendar year includes 3D Mammography  | Covered - 100% | Covered - 60% after deductible |
| Contraceptive Methods and Counseling   | Covered - 100% | Not Covered                    |
| Prostate Specific Antigen (PSA) screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Endoscopic Exams - one per calendar year   | Covered - 100% | Covered - 60% after deductible |
| Well Child Care  | Covered - 100% | Not Covered                    |
| <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> </ul> |                |                                |
| Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit  |                |                                |
| Immunizations - pediatric and adult  | Covered - 100% | Not Covered                    |

## Physician Office Services

| Benefits  | In-Network   | Out-of-Network                 |
|---|--|--------------------------------|
| Office Visits   | Covered - 100% after \$30 pcp copay; \$50 specialist copay | Covered - 60% after deductible |
| Telemedicine Visits   | Covered - 100% after \$30 pcp copay; \$50 specialist copay | Covered - 60% after deductible |
| Blue Cross Online Visits<br>Note: Services are payable when rendered through Blue Cross Online Visits <sup>SM</sup> | Covered - 100% after \$30 copay                            | Not Covered                    |
| Office Consultations  | Covered - 100% after \$30 pcp copay; \$50 specialist copay | Covered - 60% after deductible |
| Pre-Surgical Consultations  | Covered - 100%   | Covered - 60% after deductible |

## Emergency Medical Care

| Benefits   | In-Network   | Out-of-Network   |
|--|--|--|
| Hospital Emergency Room<br>Qualified medical emergency | Covered - 100% after \$150 copay; copay waived if admitted | Covered - 100% after \$150 copay; copay waived if admitted |
| Non-Emergency use of the Emergency Room                | Not Covered  | Not Covered  |
| Facility Urgent Care Services                          | Covered - 100% after \$60 copay                            | Covered - 60% after deductible                             |
| Physician Urgent Care Services                         | Covered - 100% after \$60 copay                            | Covered - 60% after deductible                             |
| Ambulance Services - Medically Necessary Transport     | Covered - 80% after deductible                             | Covered - 80% after deductible                             |

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## Diagnostic Services

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| MRI, MRA, PET and CAT Scans and Nuclear Medicine | Covered - 80% after deductible | Covered - 60% after deductible |
| Diagnostic Tests, X-rays, Laboratory & Pathology | Covered - 80% after deductible | Covered - 60% after deductible |
| Radiation Therapy and Chemotherapy               | Covered - 80% after deductible | Covered - 60% after deductible |

## Maternity Services Provided by a Physician

| Benefits                           | In-Network                     | Out-of-Network                 |
|------------------------------------|--------------------------------|--------------------------------|
| Prenatal and Postnatal Care Visits | Covered - 100%                 | Covered - 60% after deductible |
| Delivery and Nursery Care          | Covered - 80% after deductible | Covered - 60% after deductible |

## Hospital Care

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies | Covered - 80% after deductible | Covered - 60% after deductible |
| Inpatient Medical Care  | Covered - 80% after deductible | Covered - 60% after deductible |

## Alternatives to Hospital Care

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Hospice Care<br>Limited to lifetime maximum of 360 days               | Covered - 100%                 | Covered - 100%                 |
| Home Health Care  | Covered - 80% after deductible | Covered - 60% after deductible |
| Skilled Nursing<br>Limited to a maximum of 120 days per calendar year | Covered - 80% after deductible | Covered - 60% after deductible |

## Surgical Services

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Surgery (includes related surgical services)                    | Covered - 80% after deductible | Covered - 60% after deductible |
| Bariatric Surgery   | Covered - 50% after deductible | Covered - 50% after deductible |
| Sterilization - males only<br>excludes reversal sterilization   | Covered - 80% after deductible | Covered - 60% after deductible |
| Sterilization - females only<br>excludes reversal sterilization | Covered - 100%                 | Covered - 60% after deductible |

## Human Organ Transplants

| Benefits   | In-Network                     | Out-of-Network                              |
|--|--------------------------------|---|
| Specified Organ Transplants<br>In designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504) | Covered - 100%                 | Not covered except in designated facilities |
| Kidney, Cornea, Bone Marrow and Skin   | Covered - 80% after deductible | Covered - 60% after deductible              |

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## Behavioral Health Services (Mental Health and Substance Use Disorder)

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| Inpatient Mental Health Care and Substance Use Disorder Treatment  | Covered - 80% after deductible | Covered - 60% after deductible |
| Outpatient Mental Health Care and Substance Use Disorder Treatment | Covered - 80% after deductible | Covered - 60% after deductible |
| • Telemedicine Mental Health Care                                  | Covered - 80% after deductible | Covered - 60% after deductible |
| • Blue Cross Online Mental Health Care                             | Covered - 80% after deductible | Not Covered                    |

## Autism Spectrum Disorders, Diagnoses and Treatment - Up to and including age 18

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Applied Behavioral Analysis (ABA)<br>Pre-authorization required   | Covered - 80% after deductible | Covered - 60% after deductible |
| <b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by an approved autism evaluation center (AAEC) prior to seeking ABA treatment. |                                |                                |
| Physical, Occupational and Speech Therapy   | Covered - 80% after deductible | Covered - 60% after deductible |
| Physical, Occupational and Speech therapy with an autism diagnosis is unlimited   |                                |                                |
| Nutritional Counseling  | Covered - 80% after deductible | Covered - 60% after deductible |

## Other Covered Services

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Cardiac Rehabilitation  | Covered - 80% after deductible  | Covered - 60% after deductible |
| Chiropractic Spinal Manipulation<br>Limited to a maximum of 12 visits per member, per calendar year | Covered - 100% after \$30 copay | Covered - 60% after deductible |
| Durable Medical Equipment   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Prosthetic and Orthotic Devices   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Diabetic Supplies   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Test Strips, Lancets, Needles and Syringes  |                                 |                                |
| Private Duty Nursing Care   | Not Covered                     | Not Covered                    |
| Allergy Testing and Therapy   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Facility Clinic Visit   | Covered - 80% after deductible  | Covered - 60% after deductible |

## Therapy Services

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Physical, Occupational and Speech Therapy<br>Limited to a combined maximum of 30 visits per calendar year | Covered - 80% after deductible | Covered - 60% after deductible |

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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 095**  
**Section Code(s): 1020, 1120**  
**Hearing Care Coverage**  
**Effective Date: 01/01/2021**  
**Benefits-at-a-glance**

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**Member's responsibility (coinsurance)**

| <b>Benefits</b> | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|-----------------|-------------------------------|-----------------------------------|
| Coinsurance     | No Coinsurance                | Not Covered                       |

**Covered services**

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

| <b>Benefits</b>        | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|------------------------|-------------------------------|-----------------------------------|
| Frequency Limitation   | Once every 36 months          |                                   |
| Audiometric Exam       | Covered - 100%                | Not Covered                       |
| Hearing Aid Evaluation | Covered - 100%                | Not Covered                       |
| Hearing Aid            | Covered - 100%                | Not Covered                       |

Member may be responsible for the difference in cost between our approved amount and the charge of the hearing aid.

|                             |                |             |
|-----------------------------|----------------|-------------|
| Hearing Aid Conformity Test | Covered - 100% | Not Covered |
|-----------------------------|----------------|-------------|





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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 095**  
**Section Code(s): 1020, 1120**  
**Prescription Drugs**  
**Effective Date: 01/01/2021**  
**Benefits-at-a-glance**

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Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

**Member's responsibility (copays and coinsurance amounts)**

**Benefits**

**Coverage**

Retail - 30 day supply

\$20 copay - Generic drugs  
 \$40 copay - Preferred brand drugs  
 \$80 copay - Non-Preferred brand drugs

Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay.

Mail Order - 90 day supply

\$40 copay - Generic drugs  
 \$80 copay - Preferred brand drugs  
 \$160 copay - Non-Preferred brand drugs

Specialty Drugs – 30 day supply  
 Retail and Mail Order

\$20 copay - Generic drugs  
 \$40 copay - Preferred brand drugs  
 \$80 copay - Non-Preferred brand drugs

Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.

High-Cost Drug Discount Optimization Program

Prescription drug manufacturers provide coupon programs for certain pharmaceuticals. Your benefit plan requires you to enroll in BCBSM-approved coupon programs when available for select medications. This benefit may lower the cost sharing typically required for these drugs. Your out-of-pocket expense for these drugs will be no more than your cost sharing. When a coupon is used, only the amount you paid for the prescription will apply towards your annual out-of-pocket maximum.  
 Covered - 100%

Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA

**Oral and Injectable Contraceptives**  
 Retail and Mail Order

Covered - 100% for Generic and Select Brand name drugs; other Brand name drugs are subject to the applicable copay/coinsurance.

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

**Additional Services**

Smoking Cessation Drugs Covered

Weight Loss Drugs Covered

Impotency Drugs Covered

Infertility Drugs Covered

**Diabetic Supplies**

Select diabetic supplies and devices are covered when prescribed by a physician or other professional provider licensed to prescribe it. Select diabetic supplies and devices include: Glucometers, Continuous Glucose Monitors and Sensors, Insulin Delivery Monitors, Test Strips and Lancets and Insulin Delivery Reservoirs.

- Diabetic supplies will be subject to your preferred brand - name drug and/or nonpreferred brand-name drugs cost-share requirement.
- "Preferred" devices will be covered at 100% of our approved amount. "Nonpreferred" devices will be subject to your nonpreferred brand-name drugs cost-share requirement.
- If you receive diabetic supplies and devices paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same diabetic supplies.

Also see *Other Covered Services* for Test Strips, Lancets, Needles and Syringes.

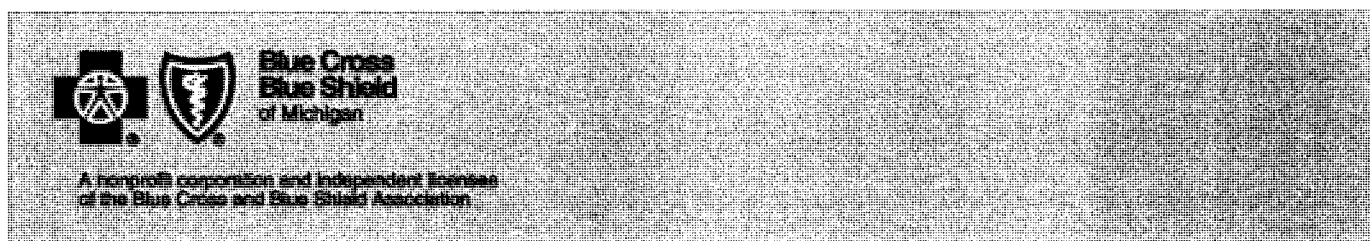
**Features of your prescription drug plan**

Prior authorization/step therapy

A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. **Step Therapy**, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

Mandatory maximum allowable cost drugs

If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you **MUST** pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug **plus** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a non-preferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 096**  
**Section Code(s): 1020, 1120**  
**PPO - SB Plan 7, Hearing, RX38**  
**Effective Date: 01/01/2020**  
**Benefits-at-a-glance**

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BCBSM provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

**Note:** A list of services that require approval **before** they are provided is available online at (<https://www.bcbsm.com/importantinfo>). Select **Approving covered Services**.

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

| <b>Benefits</b>                             | <b>In-Network</b>  | <b>Out-of-Network</b>  |
|---|--|--|
| <b>Deductibles</b> - per calendar year      | \$1,000 per member<br>\$2,000 per family   | \$2,000 per member<br>\$4,000 per family   |
| <b>Copays</b><br>• Fixed Dollar Copays      | \$30 copay for :<br>• Primary Care Physician (PCP) office visits<br>• Chiropractic spinal manipulations<br>\$50 copay for :<br>• Specialist office visits<br>\$60 copay for :<br>• Facility Urgent care services<br>• Professional Urgent care services<br>\$150 copay for :<br>• Facility medical emergency | \$150 copay for :<br>• Facility medical emergency  |
| <b>Coinsurance</b><br>• Percent Coinsurance | 20% up to a maximum of:<br>\$2,500 per member<br>\$5,000 per family  | 40%<br><b>Note:</b> Services without a network are covered at the in-network level.      |
| <b>Annual out-of-pocket maximums</b>        | \$4,500 per member<br>\$9,000 per family<br>Includes Deductible, Coinsurance and Copays  | \$4,500 per member<br>\$9,000 per family<br>Excludes Deductible and includes Coinsurance |
| <b>Lifetime dollar maximum</b>              | Unlimited  |  |

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## Preventive Care Services

| Benefits   | In-Network     | Out-of-Network                 |
|--|----------------|--------------------------------|
| Health Maintenance Exam - beginning age 4; one per calendar year   | Covered - 100% | Not Covered                    |
| Routine Physical Related Test X-Rays, EKG and lab procedures performed as part of the health maintenance exam  | Covered - 100% | Not Covered                    |
| Annual Gynecological Exam - two per calendar year, in addition to health maintenance exam  | Covered - 100% | Not Covered                    |
| Pap Smear Screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Mammography Screening - one per calendar year includes 3D Mammography  | Covered - 100% | Covered - 60% after deductible |
| Contraceptive Methods and Counseling   | Covered - 100% | Not Covered                    |
| Prostate Specific Antigen (PSA) screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Endoscopic Exams - one per calendar year   | Covered - 100% | Covered - 60% after deductible |
| Well Child Care  | Covered - 100% | Not Covered                    |
| <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> </ul> |                |                                |
| Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit  |                |                                |
| Immunizations - pediatric and adult  | Covered - 100% | Not Covered                    |

## Physician Office Services

| Benefits  | In-Network   | Out-of-Network                 |
|---|--|--------------------------------|
| Office Visits   | Covered - 100% after \$30 pcp copay; \$50 specialist copay | Covered - 60% after deductible |
| Telemedicine Visits   | Covered - 100% after \$30 pcp copay; \$50 specialist copay | Covered - 60% after deductible |
| Blue Cross Online Visits<br>Note: Services are payable when rendered through Blue Cross Online Visits <sup>SM</sup> | Covered - 100% after \$30 copay                            | Not Covered                    |
| Office Consultations  | Covered - 100% after \$30 pcp copay; \$50 specialist copay | Covered - 60% after deductible |
| Pre-Surgical Consultations  | Covered - 100%   | Covered - 60% after deductible |

## Emergency Medical Care

| Benefits   | In-Network   | Out-of-Network   |
|--|--|--|
| Hospital Emergency Room<br>Qualified medical emergency | Covered - 100% after \$150 copay; copay waived if admitted | Covered - 100% after \$150 copay; copay waived if admitted |
| Non-Emergency use of the Emergency Room                | Not Covered  | Not Covered  |
| Facility Urgent Care Services                          | Covered - 100% after \$60 copay                            | Covered - 60% after deductible                             |
| Physician Urgent Care Services                         | Covered - 100% after \$60 copay                            | Covered - 60% after deductible                             |
| Ambulance Services - Medically Necessary Transport     | Covered - 80% after deductible                             | Covered - 80% after deductible                             |

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## Diagnostic Services

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| MRI, MRA, PET and CAT Scans and Nuclear Medicine | Covered - 80% after deductible | Covered - 60% after deductible |
| Diagnostic Tests, X-rays, Laboratory & Pathology | Covered - 80% after deductible | Covered - 60% after deductible |
| Radiation Therapy and Chemotherapy               | Covered - 80% after deductible | Covered - 60% after deductible |

## Maternity Services Provided by a Physician

| Benefits                           | In-Network                     | Out-of-Network                 |
|------------------------------------|--------------------------------|--------------------------------|
| Prenatal and Postnatal Care Visits | Covered - 100%                 | Covered - 60% after deductible |
| Delivery and Nursery Care          | Covered - 80% after deductible | Covered - 60% after deductible |

## Hospital Care

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies | Covered - 80% after deductible | Covered - 60% after deductible |
| Inpatient Medical Care  | Covered - 80% after deductible | Covered - 60% after deductible |

## Alternatives to Hospital Care

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Hospice Care<br>Limited to lifetime maximum of 360 days               | Covered - 100%                 | Covered - 100%                 |
| Home Health Care  | Covered - 80% after deductible | Covered - 60% after deductible |
| Skilled Nursing<br>Limited to a maximum of 120 days per calendar year | Covered - 80% after deductible | Covered - 60% after deductible |

## Surgical Services

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Surgery (includes related surgical services)                    | Covered - 80% after deductible | Covered - 60% after deductible |
| Bariatric Surgery   | Covered - 50% after deductible | Covered - 50% after deductible |
| Sterilization - males only<br>excludes reversal sterilization   | Covered - 80% after deductible | Covered - 60% after deductible |
| Sterilization - females only<br>excludes reversal sterilization | Covered - 100%                 | Covered - 60% after deductible |

## Human Organ Transplants

| Benefits   | In-Network                     | Out-of-Network                              |
|--|--------------------------------|---|
| Specified Organ Transplants<br>In designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504) | Covered - 100%                 | Not covered except in designated facilities |
| Kidney, Cornea, Bone Marrow and Skin   | Covered - 80% after deductible | Covered - 60% after deductible              |

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### Behavioral Health Services (Mental Health and Substance Use Disorder)

| Benefits   | In-Network                     | Out-of-Network                 |
|--|--------------------------------|--------------------------------|
| Inpatient Mental Health Care and Substance Use Disorder Treatment  | Covered - 80% after deductible | Covered - 60% after deductible |
| Outpatient Mental Health Care and Substance Use Disorder Treatment | Covered - 80% after deductible | Covered - 60% after deductible |
| • Telemedicine Mental Health Care                                  | Covered - 80% after deductible | Covered - 60% after deductible |
| • Blue Cross Online Mental Health Care                             | Covered - 80% after deductible | Not Covered                    |

### Autism Spectrum Disorders, Diagnoses and Treatment - Up to and including age 18

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Applied Behavioral Analysis (ABA)<br>Pre-authorization required   | Covered - 80% after deductible | Covered - 60% after deductible |
| <b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by an approved autism evaluation center (AAEC) prior to seeking ABA treatment. |                                |                                |
| Physical, Occupational and Speech Therapy   | Covered - 80% after deductible | Covered - 60% after deductible |
| Physical, Occupational and Speech therapy with an autism diagnosis is unlimited   |                                |                                |
| Nutritional Counseling  | Covered - 80% after deductible | Covered - 60% after deductible |

### Other Covered Services

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Cardiac Rehabilitation  | Covered - 80% after deductible  | Covered - 60% after deductible |
| Chiropractic Spinal Manipulation<br>Limited to a maximum of 12 visits per member, per calendar year | Covered - 100% after \$30 copay | Covered - 60% after deductible |
| Durable Medical Equipment   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Prosthetic and Orthotic Devices   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Diabetic Supplies   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Test Strips, Lancets, Needles and Syringes  |                                 |                                |
| Private Duty Nursing Care   | Not Covered                     | Not Covered                    |
| Allergy Testing and Therapy   | Covered - 80% after deductible  | Covered - 60% after deductible |
| Facility Clinic Visit   | Covered - 80% after deductible  | Covered - 60% after deductible |

### Therapy Services

| Benefits  | In-Network                     | Out-of-Network                 |
|---|--------------------------------|--------------------------------|
| Physical, Occupational and Speech Therapy<br>Limited to a combined maximum of 30 visits per calendar year | Covered - 80% after deductible | Covered - 60% after deductible |

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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 096**  
**Section Code(s): 1020, 1120**  
**Hearing Care Coverage**  
**Effective Date: 01/01/2021**  
**Benefits-at-a-glance**

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**Member's responsibility (coinsurance)**

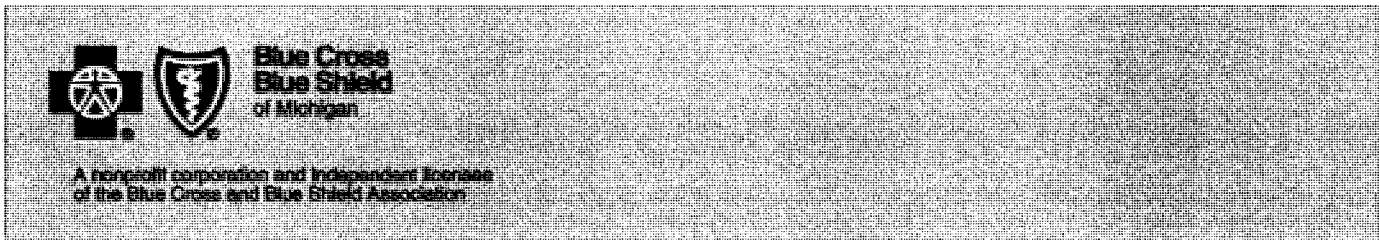
| <b>Benefits</b> | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|-----------------|-------------------------------|-----------------------------------|
| Coinsurance     | No Coinsurance                | Not Covered                       |

**Covered services**

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

| <b>Benefits</b>   | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|---|-------------------------------|-----------------------------------|
| Frequency Limitation  | Once every 36 months          |                                   |
| Audiometric Exam  | Covered - 100%                | Not Covered                       |
| Hearing Aid Evaluation  | Covered - 100%                | Not Covered                       |
| Hearing Aid   | Covered - 100%                | Not Covered                       |
| Member may be responsible for the difference in cost between our approved amount and the charge of the hearing aid. |                               |                                   |
| Hearing Aid Conformity Test   | Covered - 100%                | Not Covered                       |

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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 096**  
**Section Code(s): 1020, 1120**  
**Prescription Drugs**  
**Effective Date: 01/01/2021**  
**Benefits-at-a-glance**

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Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

**Member's responsibility (copays and coinsurance amounts)**

| <b>Benefits</b>  | <b>Coverage</b>  |
|--|--|
| Retail - 30 day supply   | \$20 copay - Generic drugs<br>\$40 copay - Preferred brand drugs<br>\$80 copay - Non-Preferred brand drugs<br>15% coinsurance - Generic and Preferred Specialty drugs \$200 maximum<br>25% coinsurance - Non-Preferred Specialty drugs \$300 maximum<br><br>Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 75% of the approved amount, less the member's copay.  |
| Mail Order - 90 day supply   | \$40 copay - Generic drugs<br>\$80 copay - Preferred brand drugs<br>\$160 copay - Non-Preferred brand drugs  |
| Specialty Drugs – 30 day supply<br>Retail and Mail Order   | 15% coinsurance - Generic and Preferred Specialty drugs \$200 maximum<br>25% coinsurance - Non-Preferred Specialty drugs \$300 maximum   |
| High-Cost Drug Discount Optimization Program   | Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.<br><br>Prescription drug manufacturers provide coupon programs for certain pharmaceuticals. Your benefit plan requires you to enroll in BCBSM-approved coupon programs when available for select medications. This benefit may lower the cost sharing typically required for these drugs. Your out-of-pocket expense for these drugs will be no more than your cost sharing. When a coupon is used, only the amount you paid for the prescription will apply towards your annual out-of-pocket maximum. |
| Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA | Covered - 100%   |
| <b>Oral and Injectable Contraceptives</b><br>Retail and Mail Order   | Covered - 100% for Generic and Select Brand name drugs; other Brand name drugs are subject to the applicable copay/coinsurance   |

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**Additional Services**

Smoking Cessation Drugs Covered

Weight Loss Drugs Covered

Impotency Drugs Covered

Infertility Drugs Covered

**Diabetic Supplies**

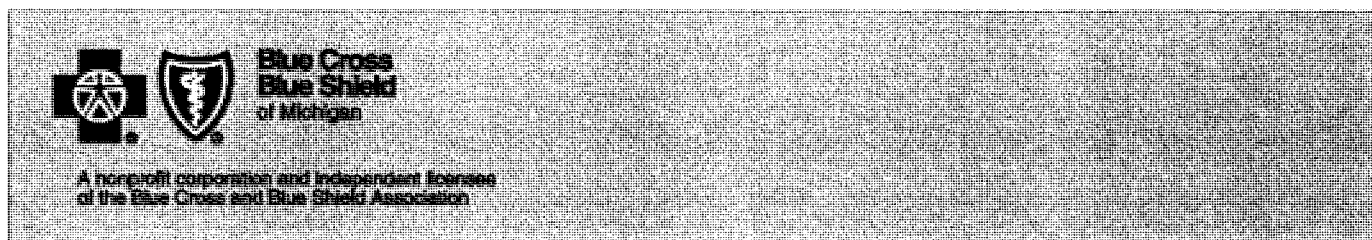
Select diabetic supplies and devices are covered when prescribed by a physician or other professional provider licensed to prescribe it. Select diabetic supplies and devices include: Glucometers, Continuous Glucose Monitors and Sensors, Insulin Delivery Monitors, Test Strips and Lancets and Insulin Delivery Reservoirs.

- Diabetic supplies will be subject to your preferred brand - name drug and/or nonpreferred brand-name drugs cost-share requirement.
- "Preferred" devices will be covered at 100% of our approved amount. "Nonpreferred" devices will be subject to your nonpreferred brand-name drugs cost-share requirement.
- If you receive diabetic supplies and devices paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same diabetic supplies.

Also see *Other Covered Services* for Test Strips, Lancets, Needles and Syringes.

**Features of your prescription drug plan**

|  |   |
|--|---|
| Prior authorization/step therapy       | A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring prior authorization) 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> .  |
| Mandatory maximum allowable cost drugs | If your prescription is filled by a 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 non-preferred 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. |



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 040, 041**  
**Section Code(s): 3000, 3100**  
**PPO - Flexible Blue 3, Hearing, RX7**  
**Effective Date: 01/01/2020**  
**Benefits-at-a-glance**

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**Note:** A list of services that require approval **before** they are provided is available online at (<https://www.bcbsm.com/importantinfo>). Select **Approving covered Services**.

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

| <b>Benefits</b>   | <b>In-Network</b>   | <b>Out-of-Network</b>   |
|---|---|---|
| <b>Deductibles</b> - per calendar year<br>The full family deductible must be met under a two person or family contract before benefits are paid for any person on the contract. | \$2,000 per member<br>\$4,000 per family  | \$4,000 per member<br>\$8,000 per family  |
| <b>Copays</b><br>• Fixed Dollar Copays  | No Copay  | No Copay  |
| <b>Coinsurance</b><br>• Percent Coinsurance   | 0%  | 20%   |
| <b>Annual out-of-pocket maximums</b><br>The full family out of pocket maximum must be met before it is considered satisfied.  | \$3,000 per member<br>\$6,000 per family<br>Includes Deductible, Coinsurance and Copays | \$6,000 per member<br>\$12,000 per family<br>Excludes Deductible and includes Coinsurance |
| <b>Lifetime dollar maximum</b>  | Unlimited   |   |

**Preventive Care Services**

| <b>Benefits</b>   | <b>In-Network</b> | <b>Out-of-Network</b> |
|---|-------------------|-----------------------|
| Health Maintenance Exam - one per calendar year   | Covered - 100%    | Not Covered           |
| Routine Physical Related Test X-Rays, EKG and lab procedures performed as part of the health maintenance exam | Covered - 100%    | Not Covered           |
| Annual Gynecological Exam - two per calendar year, in addition to health maintenance exam                     | Covered - 100%    | Not Covered           |
| Pap Smear Screening - one per calendar year   | Covered - 100%    | Not Covered           |

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|  |                |                                |
|--|----------------|--------------------------------|
| Mammography Screening - one per calendar year includes 3D Mammography  | Covered - 100% | Covered - 80% after deductible |
| Contraceptive Methods and Counseling   | Covered - 100% | Not Covered                    |
| Prostate Specific Antigen (PSA) screening - one per calendar year  | Covered - 100% | Not Covered                    |
| Endoscopic Exams - one per calendar year   | Covered - 100% | Covered - 80% after deductible |
| Well Child Care  | Covered - 100% | Not Covered                    |
| <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> </ul> |                |                                |
| Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit  |                |                                |
| Immunizations - pediatric and adult  | Covered - 100% | Not Covered                    |

### Physician Office Services

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Office Visits   | Covered - 100% after deductible | Covered - 80% after deductible |
| Telemedicine Visits   | Covered - 100% after deductible | Covered - 80% after deductible |
| Blue Cross Online Visits  | Covered - 100% after deductible | Not Covered                    |
| Note: Services are payable when rendered through Blue Cross Online Visits <sup>SM</sup> |                                 |                                |
| Office Consultations  | Covered - 100% after deductible | Covered - 80% after deductible |
| Pre-Surgical Consultations  | Covered - 100% after deductible | Covered - 80% after deductible |

### Emergency Medical Care

| Benefits   | In-Network                      | Out-of-Network                  |
|--|---------------------------------|---------------------------------|
| Hospital Emergency Room<br>Qualified medical emergency | Covered - 100% after deductible | Covered - 100% after deductible |
| Non-Emergency use of the Emergency Room                | Not Covered                     | Not Covered                     |
| Facility Urgent Care Services                          | Covered - 100% after deductible | Covered - 80% after deductible  |
| Physician Urgent Care Services                         | Covered - 100% after deductible | Covered - 80% after deductible  |
| Ambulance Services - Medically Necessary Transport     | Covered - 100% after deductible | Covered - 100% after deductible |

### Diagnostic Services

| Benefits   | In-Network                      | Out-of-Network                 |
|--|---------------------------------|--------------------------------|
| MRI, MRA, PET and CAT Scans and Nuclear Medicine | Covered - 100% after deductible | Covered - 80% after deductible |
| Diagnostic Tests, X-rays, Laboratory & Pathology | Covered - 100% after deductible | Covered - 80% after deductible |
| Radiation Therapy and Chemotherapy               | Covered - 100% after deductible | Covered - 80% after deductible |

### Maternity Services Provided by a Physician

| Benefits                  | In-Network                      | Out-of-Network                 |
|---------------------------|---------------------------------|--------------------------------|
| Prenatal Care Visits      | Covered - 100%                  | Covered - 80% after deductible |
| Postnatal Care Visits     | Covered - 100% after deductible | Covered - 80% after deductible |
| Delivery and Nursery Care | Covered - 100% after deductible | Covered - 80% after deductible |

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.

## Hospital Care

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies | Covered - 100% after deductible | Covered - 80% after deductible |
| Inpatient Medical Care  | Covered - 100% after deductible | Covered - 80% after deductible |

## Alternatives to Hospital Care

| Benefits  | In-Network                      | Out-of-Network                  |
|---|---------------------------------|---------------------------------|
| Hospice Care                                      | Covered - 100% after deductible | Covered - 100% after deductible |
| Home Health Care                                  | Covered - 100% after deductible | Covered - 100% after deductible |
| Skilled Nursing                                   | Covered - 100% after deductible | Covered - 100% after deductible |
| Limited to a maximum of 90 days per calendar year |                                 |                                 |

## Surgical Services

| Benefits  | In-Network                      | Out-of-Network                             |
|---|---------------------------------|--|
| Surgery (includes related surgical services)                    | Covered - 100% after deductible | Covered - 80% after deductible             |
| Bariatric Surgery   | Covered - 100% after deductible | Covered - 80% after deductible             |
| Oral Surgery  | Covered - 100% after deductible | Covered - 100% after in-network deductible |
| Wisdom teeth extractions  |                                 |  |
| Sterilization - males only<br>excludes reversal sterilization   | Covered - 100% after deductible | Covered - 80% after deductible             |
| Sterilization - females only<br>excludes reversal sterilization | Covered - 100%                  | Covered - 80% after deductible             |

## Human Organ Transplants

| Benefits   | In-Network                      | Out-of-Network                 |
|--|---------------------------------|--------------------------------|
| Specified Organ Transplants<br>In designated facilities only, when coordinated through BCBSM Human Organ Transplant Program (800-242-3504) | Covered - 100% after deductible | Covered - 80% after deductible |
| Kidney, Cornea, Bone Marrow and Skin   | Covered - 100% after deductible | Covered - 80% after deductible |

## Behavioral Health Services (Mental Health and Substance Use Disorder)

| Benefits   | In-Network                      | Out-of-Network                 |
|--|---------------------------------|--------------------------------|
| Inpatient Mental Health Care and Substance Use Disorder Treatment  | Covered - 100% after deductible | Covered - 80% after deductible |
| Outpatient Mental Health Care and Substance Use Disorder Treatment | Covered - 100% after deductible | Covered - 80% after deductible |
| • Telemedicine Mental Health Care                                  | Covered - 100% after deductible | Covered - 80% after deductible |
| • Blue Cross Online Mental Health Care                             | Covered - 100% after deductible | Not Covered                    |

## Autism Spectrum Disorders, Diagnoses and Treatment - Up to and including age 18

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Applied Behavioral Analysis (ABA)<br>Pre-authorization required | Covered - 100% after deductible | Covered - 80% after deductible |

**Note:** Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by an approved autism evaluation center (AAEC) prior to seeking ABA treatment.

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|   |                                 |                                |
|---|---------------------------------|--------------------------------|
| Physical, Occupational and Speech Therapy                                       | Covered - 100% after deductible | Covered - 80% after deductible |
| Physical, Occupational and Speech therapy with an autism diagnosis is unlimited |                                 |                                |
| Nutritional Counseling  | Covered - 100% after deductible | Covered - 80% after deductible |

### Other Covered Services

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Cardiac Rehabilitation  | Covered - 100% after deductible | Covered - 80% after deductible |
| Chiropractic Spinal Manipulation<br>Limited to a maximum of 24 visits per member, per calendar year | Covered - 100% after deductible | Covered - 80% after deductible |
| Durable Medical Equipment   | Covered - 100% after deductible | Covered - 80% after deductible |
| Prosthetic and Orthotic Devices   | Covered - 100% after deductible | Covered - 80% after deductible |
| Diabetic Supplies<br>Test Strips, Lancets, Needles and Syringes                                     | Covered - 100% after deductible | Covered - 80% after deductible |
| Private Duty Nursing Care   | Covered - 80% after deductible  | Covered - 80% after deductible |
| Allergy Testing and Therapy   | Covered - 100% after deductible | Covered - 80% after deductible |
| Facility Clinic Visit   | Covered - 100% after deductible | Covered - 80% after deductible |

### Therapy Services

| Benefits  | In-Network                      | Out-of-Network                 |
|---|---------------------------------|--------------------------------|
| Physical, Occupational and Speech Therapy<br>Limited to a combined maximum of 60 visits per calendar year | Covered - 100% after deductible | Covered - 80% after deductible |

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**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 040, 041**  
**Section Code(s): 3000, 3100**  
**Hearing Care Coverage**  
**Effective Date: 01/01/2021**  
**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 and/or copay. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

BCBSM provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

**Member's responsibility (Coinsurance)**

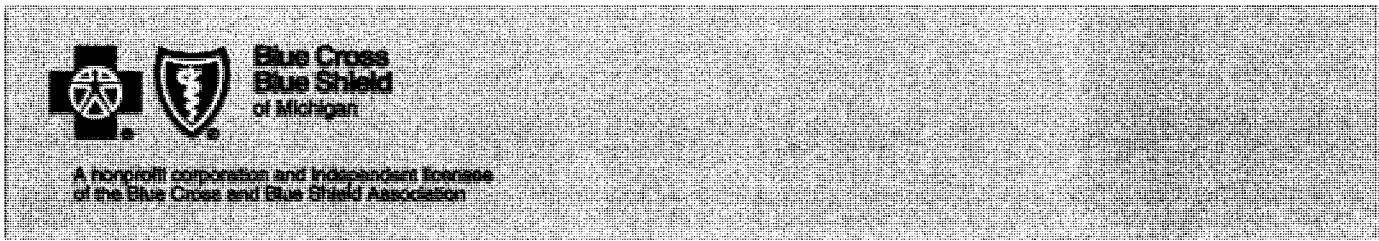
| <b>Benefits</b> | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|-----------------|-------------------------------|-----------------------------------|
| Coinsurance     | No Coinsurance                | Not Covered                       |

**Covered services**

To be payable, hearing care benefits must be received from a participating provider and in the order listed.

| <b>Benefits</b>   | <b>Participating Provider</b> | <b>Non-Participating Provider</b> |
|---|-------------------------------|-----------------------------------|
| Frequency Limitation  | Once every 36 months          |                                   |
| Audiometric Exam  | Covered - 100%                | Not Covered                       |
| Hearing Aid Evaluation  | Covered - 100%                | Not Covered                       |
| Hearing Aid   | Covered - 100%                | Not Covered                       |
| Member may be responsible for the difference in cost between our approved amount and the charge of the hearing aid. |                               |                                   |
| Hearing Aid Conformity Test   | Covered - 100%                | Not Covered                       |

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



**Western Michigan Health Insurance Pool**  
**Group Number: 71565 Package Code(s): 040, 041**  
**Section Code(s): 3000, 3100**  
**Prescription Drugs**  
**Effective Date: 01/01/2021**  
**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 and/or copay. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

BCBSM provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

Your prescription drug copays, including mail order copays, may be subject to the same annual out-of-pocket maximum required under your medical coverage.

**Member's responsibility (copays and coinsurance amounts)**

| <b>Benefits</b>  | <b>Coverage</b>  |
|--|--|
| Deductible   | \$2,000 per individual<br>\$4,000 per family   |
| Retail - 30 day supply   | \$10 copay after deductible - Generic drugs<br>\$40 copay after deductible - Brand drugs<br><br>\$0 copay after deductible – OTC drugs<br>(Only – Zyrtec, Zyrtec D, Prilosec, Claritin, Children's Claritin, Claritin Reditabs and Claritin-D) |
| Mail Order - 90 day supply   | Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 80% of the approved amount, less the member's copay.<br>\$20 copay after deductible - Generic drugs<br>\$80 copay after deductible - Brand drugs              |
| Specialty Drugs – 30 day supply<br>Retail and Mail Order   | \$10 copay after deductible - Generic drugs<br>\$40 copay after deductible - Brand drugs   |
| Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the PPACA | Members are restricted to a 30 day supply at both retail and mail order and certain specialty drugs are limited to only a 15 day supply for each fill.<br><br>Covered - 100%   |
| <b>Oral and Injectable Contraceptives</b><br>Retail and Mail Order   | Covered - 100% for Generic and Select Brand name drugs; other Brand name drugs are subject to the applicable copay/coinsurance   |
| <b>Additional Services</b>   |  |
| Smoking Cessation Drugs  | Covered  |
| Weight Loss Drugs  | Covered  |

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

Impotency Drugs

Covered

Infertility Drugs

Covered

**Diabetic Supplies**

Select diabetic supplies and devices are covered when prescribed by a physician or other professional provider licensed to prescribe it. Select diabetic supplies and devices include: Glucometers, Continuous Glucose Monitors and Sensors, Insulin Delivery Monitors, Test Strips and Lancets and Insulin Delivery Reservoirs.

- Diabetic supplies will be subject to your preferred brand - name drug and/or nonpreferred brand-name drugs cost-share requirement.

- "Preferred" devices will be covered at 100% of our approved amount. "Nonpreferred" devices will be subject to your nonpreferred brand-name drugs cost-share requirement.

- If you receive diabetic supplies and devices paid by your BCBSM medical plan, your BCBSM prescription drug plan will not pay for the same diabetic supplies.

Also see *Other Covered Services* for Test Strips, Lancets, Needles and Syringes.

**Features of your prescription drug plan**

Prior authorization/step therapy

A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. **Step Therapy**, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

Mandatory maximum allowable cost drugs

If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you **MUST** pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug **plus** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a non-preferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.





SERVICE FREQUENCY

| Service Type                   | Allowed Frequency - Adults | Allowed Frequency - Kids | Allowed Frequency - Seniors |
|--------------------------------|----------------------------|--------------------------|-----------------------------|
| Exam                           | Once every plan year       | Once every plan year     | Once every plan year        |
| Contact Lens Fit and Follow-up | Unlimited                  | Unlimited                | Unlimited                   |
| Frame                          | Once every 2 plan years    | Once every 2 plan years  | Once every 2 plan years     |
| Lenses                         | Once every 2 plan years    | Once every 2 plan years  | Once every 2 plan years     |
| Contact Lenses                 | Once every 2 plan years    | Once every 2 plan years  | Once every 2 plan years     |

A plan year is defined as January through December when a member has active coverage.

**Restrictions**

Plan allows the member to receive either contacts and frame, or frame and lens services.

BENEFITS

| Vision Care Services                  | In-Network Member Cost                          | Out-of-Network Member Reimbursement |
|---------------------------------------|---|-------------------------------------|
| <b>Exam Services</b>                  |   |                                     |
| Exam                                  | \$5 copay                                       | Up to \$40                          |
| Retinal Imaging                       | Up to \$39                                      | Not covered                         |
| <b>Contact Lens Fit and Follow-Up</b> |   |                                     |
| Fit and Follow-up - Standard          | Up to \$40                                      | Not covered                         |
| Fit and Follow-up - Premium           | 10% off retail price                            | Not covered                         |
| <b>Frame</b>                          |   |                                     |
| Frame                                 | \$0 copay; 20% off balance over \$130 allowance | Up to \$91                          |
| <b>Lenses</b>                         |   |                                     |
| Single Vision                         | \$10 copay                                      | Up to \$30                          |
| Bifocal                               | \$10 copay                                      | Up to \$50                          |
| Trifocal                              | \$10 copay                                      | Up to \$70                          |
| Lenticular                            | \$10 copay                                      | Up to \$70                          |
| Progressive - Standard                | \$65 copay                                      | Up to \$50                          |
| Progressive - Premium Tier 1          | \$95 copay                                      | Up to \$50                          |
| Progressive - Premium Tier 2          | \$105 copay                                     | Up to \$50                          |
| Progressive - Premium Tier 3          | \$120 copay                                     | Up to \$50                          |
| Progressive - Premium Tier 4          | \$185 copay                                     | Up to \$50                          |

## Lens Options

|  |   |             |
|--|---|-------------|
| Anti Reflective Coating - Standard       | \$45 copay                                      | Up to \$5   |
| Anti Reflective Coating - Premium Tier 1 | \$57 copay                                      | Up to \$5   |
| Anti Reflective Coating - Premium Tier 2 | \$68 copay                                      | Up to \$5   |
| Anti Reflective Coating - Premium Tier 3 | \$85 copay                                      | Up to \$5   |
| Photochromic - Non-Glass                 | \$75  | Not covered |
| Polycarbonate - Standard                 | \$40  | Not covered |
| Scratch Coating - Standard Plastic       | \$15  | Not covered |
| Tint - Solid and Gradient                | \$15  | Not covered |
| UV Treatment                             | \$15  | Not covered |
| All Other Lens Options                   | 20% off retail price                            | Not covered |
| <b>Contact Lenses</b>                    |   |             |
| Contacts - Conventional                  | \$0 copay; 15% off balance over \$130 allowance | Up to \$91  |
| Contacts - Disposable                    | \$0 copay; 100% of balance over \$130 allowance | Up to \$91  |
| Contacts - Medically Necessary           | \$0 copay                                       | Up to \$210 |

## Limitations, Exclusions and Discounts

### Limitations

Fees charged by a Provider for services other than a covered benefit and any local, state or Federal taxes must be paid in full by the Insured Person to the Provider. Such fees, taxes or materials are not covered under the Policy.

Allowances provide no remaining balance for future use within the same Benefit Frequency.

Some provisions, benefits, exclusions or limitations listed herein may vary by state.

### Exclusions

No benefits will be paid for services or materials connected with or charges arising from:

medical or surgical treatment, services or supplies for the treatment of the eye, eyes or supporting structures;

Refraction, when not provided as part of a Comprehensive Eye Examination;

services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof;

orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses;

any Vision Examination or any corrective Vision Materials required by a Policyholder as a condition of employment;

safety eyewear;

solutions, cleaning products or frame cases;

non-prescription sunglasses;

plano (non-prescription) lenses;

plano (non-prescription) contact lenses;

two pair of glasses in lieu of bifocals;

electronic vision devices;

services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order;

lost or broken lenses, frames, glasses, or contact lenses that are replaced before the next Benefit Frequency when Vision Materials would next become available.

This is a snapshot of your benefits. The Certificate of Insurance is on file with your employer.

### **Plan Discounts**

Member receives a 20% discount on items not covered by the plan at In-Network locations. Discount does not apply to Provider's professional services or contact lenses.

Plan discounts cannot be combined with any other discounts or promotional offers.

In certain states members may be required to pay the full retail rate and not the negotiated discount rate with certain participating providers. Please see the online provider locator to determine which participating providers have agreed to the discounted rate.

Discounts on vision materials may not be applicable to certain manufacturers' products.

The Plan reserves the right to make changes to the products on each tier and to the member out-of-pocket costs.

Fixed tier pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels.

Services and amounts listed above are subject to change at any time.

Discounts are not insured benefits.

Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, Policy number VC-19, form number M-9083, or Policy number VC-146, form number M-9184, in New York underwritten by Fidelity Security Life Insurance Company of New York, Policy Number VCN-1, form number MN-1, or Policy Number VCN-19, form number MN-28.



**Delta Dental PPO™ (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 1481-0009  
St. Clair County Community Mental Health Authority**

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

**Control Plan** - Delta Dental of Michigan

**Benefit Year** - January 1 through December 31

**Covered Services** -

|   | Delta Dental<br>PPO™ Dentist<br>Plan Pays | Delta Dental<br>Premier® Dentist<br>Plan Pays | Nonparticipating<br>Dentist<br>Plan Pays* |
|---|---|---|---|
| <b>Diagnostic &amp; Preventive</b>  |   |   |   |
| <b>Diagnostic and Preventive Services</b> - exams, cleanings, fluoride, and space maintainers | 100%                                      | 100%  | 100%                                      |
| <b>Emergency Palliative Treatment</b> - to temporarily relieve pain                           | 100%                                      | 100%  | 100%                                      |
| <b>Brush Biopsy</b> - to detect oral cancer   | 100%                                      | 100%  | 100%                                      |
| <b>Basic Services</b>   |   |   |   |
| <b>Radiographs</b> - X-rays   | 50%                                       | 50%   | 50%                                       |
| <b>Minor Restorative Services</b> - fillings and crown repair                                 | 50%                                       | 50%   | 50%                                       |
| <b>Endodontic Services</b> - root canals  | 50%                                       | 50%   | 50%                                       |
| <b>Periodontic Services</b> - to treat gum disease  | 50%                                       | 50%   | 50%                                       |
| <b>Oral Surgery Services</b> - extractions and dental surgery                                 | 50%                                       | 50%   | 50%                                       |
| <b>Major Restorative Services</b> - crowns  | 50%                                       | 50%   | 50%                                       |
| <b>Other Basic Services</b> - misc. services  | 50%                                       | 50%   | 50%                                       |
| <b>Relines and Repairs</b> - to prosthetic appliances   | 50%                                       | 50%   | 50%                                       |
| <b>Major Services</b>   |   |   |   |
| <b>Prosthodontic Services</b> - bridges, implants, dentures, and crowns over implants         | 50%                                       | 50%   | 50%                                       |
| <b>Orthodontic Services</b>   |   |   |   |
| <b>Orthodontic Services</b> - braces  | 50%                                       | 50%   | 50%                                       |
| <b>Orthodontic Age Limit</b> -  | No Age Limit                              | No Age Limit                                  | No Age Limit                              |

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

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people age 18 and under.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Sealants are not a Covered Service.
- Composite resin (white) restorations are payable on posterior teeth.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants are payable once per tooth in any five-year period. Implant related services are Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.

Having Delta Dental coverage makes it easy for you to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** - \$1,000 per person total per Benefit Year on all services except orthodontic services. \$1,500 per person total per lifetime on orthodontic services.

**Payment for Orthodontic Service** - When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 50% of the per monthly fee charged by your Dentist based upon the agreed upon payment plan provided by your Dentist to Delta Dental.

**Deductible** - None.

**Waiting Period** - Enrollees who are eligible for Benefits are covered on the first day of the month following 30 days of employment.

**Eligible People** - All full-time employees of St. Clair County Community Mental Health Authority and COBRA (Consolidated Omnibus Budget Recognition Act of 1985) enrollees, if applicable.

Also eligible are your Spouse and your Children to the end of the calendar year in which they turn 26, including your Children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

**Coordination of Benefits** - If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled as both an Enrollee on your own application and as a Dependent on your Spouse's application. Your Dependent Children may be enrolled on both your and your Spouse's applications as well. Delta Dental will coordinate benefits between your coverage and your Spouse's coverage.

Benefits will cease on the last day of the month in which the employee is terminated.

ARTICLE 39  
SCHEDULE I  
EFFECTIVE JANUARY 1, 2022

| <u>CLERICAL AND TECHNICAL EMPLOYEES</u> | <u>START</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|---|--------------|--------------|---------------|---------------|---------------|
| Account Clerk III (GRADE IV)            | \$ 44,246    | \$ 45,125    | \$ 46,006     | \$ 47,878     | \$ 49,855     |

| <u>PARA-PROFESSIONAL EMPLOYEES</u> | <u>START</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|------------------------------------|--------------|--------------|---------------|---------------|---------------|---------------|
| M.H. Assistant (GRADE III)         | \$ 38,308    | \$ 38,878    | \$ 39,468     | \$ 40,654     | \$ 41,886     | \$ 43,173     |

| <u>PROFESSIONAL EMPLOYEES</u>               | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|---|--------------|---------------|---------------|---------------|---------------|---------------|
| Casemanager/Supports Coordinator (GRADE VI) | \$ 50,323    | \$ 51,157     | \$ 52,868     | \$ 54,638     | \$ 56,477     | \$ 58,428     |

**ARTICLE 39  
SCHEDULE I  
EFFECTIVE JANUARY 1, 2023**

| <u>CLERICAL AND TECHNICAL EMPLOYEES</u>     | <u>START</u> | <u>6 MO.</u>  | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |               |
|---|--------------|---------------|---------------|---------------|---------------|---------------|
| Account Clerk III (GRADE IV)                | \$ 45,131    | \$ 46,027     | \$ 46,926     | \$ 48,836     | \$ 50,852     |               |
| <br>  |              |               |               |               |               |               |
| <u>PARA-PROFESSIONAL EMPLOYEES</u>          | <u>START</u> | <u>6 MO.</u>  | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
| M.H. Assistant (GRADE III)                  | \$ 39,074    | \$ 39,655     | \$ 40,257     | \$ 41,467     | \$ 42,724     | \$ 44,037     |
| <br>  |              |               |               |               |               |               |
| <u>PROFESSIONAL EMPLOYEES</u>               | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
| Casemanager/Supports Coordinator (GRADE VI) | \$ 51,330    | \$ 52,180     | \$ 53,925     | \$ 55,731     | \$ 57,606     | \$ 59,596     |

ARTICLE 39  
SCHEDULE I  
EFFECTIVE JANUARY 1, 2024

| <u>CLERICAL AND TECHNICAL EMPLOYEES</u> | <u>START</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> |
|---|--------------|--------------|---------------|---------------|---------------|
| Account Clerk III (GRADE IV)            | \$ 45,582    | \$ 46,487    | \$ 47,395     | \$ 49,324     | \$ 51,360     |

| <u>PARA-PROFESSIONAL EMPLOYEES</u> | <u>START</u> | <u>6 MO.</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|------------------------------------|--------------|--------------|---------------|---------------|---------------|---------------|
| M.H. Assistant (GRADE III)         | \$ 39,465    | \$ 40,052    | \$ 40,660     | \$ 41,881     | \$ 43,151     | \$ 44,477     |

| <u>PROFESSIONAL EMPLOYEES</u>               | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> | <u>5 YEAR</u> |
|---|--------------|---------------|---------------|---------------|---------------|---------------|
| Casemanager/Supports Coordinator (GRADE VI) | \$ 51,843    | \$ 52,702     | \$ 54,465     | \$ 56,288     | \$ 58,182     | \$ 60,192     |



**ARTICLE 39  
SALARY SCHEDULE II  
2022**

|  | START     | 1 YR      | 2 YR      | 3 YR      | 4 YR      |
|--|-----------|-----------|-----------|-----------|-----------|
| <b>GRADE I *</b>   | \$ 19,631 | \$ 21,042 | \$ 21,988 | \$ 22,977 | \$ 24,007 |
| Office Clerk   |           |           |           |           |           |
| <b>GRADE II</b>  | \$ 29,835 | \$ 31,010 | \$ 31,808 | \$ 32,628 | \$ 33,477 |
| Technician   |           |           |           |           |           |
| <b>GRADE III</b>   | \$33,869  | \$35,727  | \$36,980  | \$38,277  | \$39,634  |
| Secretary<br>Technician<br>M.H. Assistant-Non-DCW  |           |           |           |           |           |
| <b>M.H. Assistant-DCW</b>  | \$ 34,274 | \$ 36,099 | \$ 37,328 | \$ 38,600 | \$ 39,932 |
| <b>GRADE IV</b>  | \$ 40,926 | \$ 42,564 | \$ 43,683 | \$ 44,831 | \$ 46,007 |
| Secretary<br>Account Clerk<br>Technician<br>Maintenance/Handyman<br>Customer Service Ombudsman<br>Registered Behavior Technician (RBT) |           |           |           |           |           |
| <b>GRADE V</b>   | \$ 44,609 | \$ 47,044 | \$ 48,684 | \$ 50,380 | \$ 52,158 |
| Technician<br>Secretary  |           |           |           |           |           |
| <b>GRADE VI</b>  | \$ 50,323 | \$ 52,938 | \$ 54,709 | \$ 56,539 | \$ 58,428 |
| Specialist<br>Specialist - Board Certified Assistant Behavior Analyst (BCaBA)  |           |           |           |           |           |
| <b>GRADE VI.5</b>  | \$ 54,853 | \$ 57,595 | \$ 59,323 | \$ 61,102 | \$ 63,547 |
| Nurse  |           |           |           |           |           |
| <b>GRADE VII</b>   | \$ 58,104 | \$ 61,160 | \$ 63,225 | \$ 65,361 | \$ 67,578 |
| Clinician - 1<br>Coordinator<br>IT Technician<br>Occupational Therapist  |           |           |           |           |           |
| <b>Clinician - 2 **</b>  | \$ 59,705 | \$ 62,939 | \$ 65,069 | \$ 67,311 | \$ 69,713 |
| <b>GRADE VIII</b>  | \$ 62,000 | \$ 65,411 | \$ 67,608 | \$ 69,954 | \$ 72,542 |
| Clinical Coordinator<br>Finance Coordinator  |           |           |           |           |           |
| <b>GRADE VIII Enhanced</b>   | \$ 62,380 | \$ 66,827 | \$ 71,274 | \$ 75,722 | \$ 80,168 |
| Board Certified Behavior Analyst (BCBA)  |           |           |           |           |           |

\* In the event minimum wage is increased to more than the "start level," the start level will be adjusted to minimum wage and all other steps will receive an equivalent percentage increase.

\*\* Clinician - 2 is defined as "a fully licensed master level clinician."

**ARTICLE 39  
SALARY SCHEDULE II  
2023**

|  | START     | 1 YR      | 2 YR      | 3 YR      | 4 YR      |
|--|-----------|-----------|-----------|-----------|-----------|
| <b>GRADE I*</b>  | \$ 20,024 | \$ 21,463 | \$ 22,428 | \$ 23,437 | \$ 24,487 |
| Office Clerk   |           |           |           |           |           |
| <b>GRADE II</b>  | \$ 30,432 | \$ 31,630 | \$ 32,444 | \$ 33,281 | \$ 34,146 |
| Technician   |           |           |           |           |           |
| <b>GRADE III</b>   | \$34,546  | \$36,442  | \$37,719  | \$39,042  | \$40,427  |
| Secretary<br>Technician<br>M.H. Assistant-Non-DCW  |           |           |           |           |           |
| <b>M.H. Assistant-DCW</b>  | \$ 34,960 | \$ 36,820 | \$ 38,074 | \$ 39,372 | \$ 40,730 |
| <b>GRADE IV</b>  | \$ 41,744 | \$ 43,415 | \$ 44,557 | \$ 45,728 | \$ 46,927 |
| Secretary<br>Account Clerk<br>Technician<br>Maintenance/Handyman<br>Customer Service Ombudsman<br>Registered Behavior Technician (RBT) |           |           |           |           |           |
| <b>GRADE V</b>   | \$ 45,501 | \$ 47,985 | \$ 49,657 | \$ 51,387 | \$ 53,201 |
| Technician<br>Secretary  |           |           |           |           |           |
| <b>GRADE VI</b>  | \$ 51,330 | \$ 53,997 | \$ 55,803 | \$ 57,670 | \$ 59,596 |
| Specialist<br>Specialist - Board Certified Assistant Behavior Analyst (BCaBA)  |           |           |           |           |           |
| <b>GRADE VI.5</b>  | \$ 55,950 | \$ 58,747 | \$ 60,510 | \$ 62,324 | \$ 64,818 |
| Nurse  |           |           |           |           |           |
| <b>GRADE VII</b>   | \$ 59,266 | \$ 62,383 | \$ 64,490 | \$ 66,668 | \$ 68,929 |
| Clinician - 1<br>Coordinator<br>IT Technician<br>Occupational Therapist  |           |           |           |           |           |
| <b>Clinician - 2 **</b>  | \$ 60,899 | \$ 64,198 | \$ 66,370 | \$ 68,657 | \$ 71,107 |
| <b>GRADE VIII</b>  | \$ 63,240 | \$ 66,720 | \$ 68,960 | \$ 71,354 | \$ 73,992 |
| Clinical Coordinator<br>Finance Coordinator  |           |           |           |           |           |
| <b>GRADE VIII Enhanced</b>   | \$ 63,627 | \$ 68,164 | \$ 72,700 | \$ 77,236 | \$ 81,772 |
| Board Certified Behavior Analyst (BCBA)  |           |           |           |           |           |

\* In the event minimum wage is increased to more than the "start level," the start level will be adjusted to minimum wage and all other steps will receive an equivalent percentage increase.

\*\* Clinician - 2 is defined as "a fully licensed master level clinician."

**ARTICLE 39  
SALARY SCHEDULE II  
2024**

|  | START     | 1 YR      | 2 YR      | 3 YR      | 4 YR      |
|--|-----------|-----------|-----------|-----------|-----------|
| <b>GRADE I *</b>   | \$ 20,224 | \$ 21,677 | \$ 22,652 | \$ 23,671 | \$ 24,732 |
| Office Clerk   |           |           |           |           |           |
| <b>GRADE II</b>  | \$ 30,736 | \$ 31,946 | \$ 32,769 | \$ 33,614 | \$ 34,488 |
| Technician   |           |           |           |           |           |
| <b>GRADE III</b>   | \$34,892  | \$36,806  | \$38,097  | \$39,432  | \$40,831  |
| Secretary<br>Technician<br>M.H. Assistant-Non-DCW  |           |           |           |           |           |
| M.H. Assistant-DCW   | \$ 35,309 | \$ 37,189 | \$ 38,455 | \$ 39,766 | \$ 41,138 |
| <b>GRADE IV</b>  | \$ 42,162 | \$ 43,849 | \$ 45,002 | \$ 46,185 | \$ 47,396 |
| Secretary<br>Account Clerk<br>Technician<br>Maintenance/Handyman<br>Customer Service Ombudsman<br>Registered Behavior Technician (RBT) |           |           |           |           |           |
| <b>GRADE V</b>   | \$ 45,956 | \$ 48,465 | \$ 50,154 | \$ 51,901 | \$ 53,733 |
| Technician<br>Secretary  |           |           |           |           |           |
| <b>GRADE VI</b>  | \$ 51,843 | \$ 54,537 | \$ 56,361 | \$ 58,247 | \$ 60,192 |
| Specialist<br>Specialist - Board Certified Assistant Behavior Analyst (BCaBA)  |           |           |           |           |           |
| <b>GRADE VI.5</b>  | \$ 56,509 | \$ 59,335 | \$ 61,115 | \$ 62,947 | \$ 65,466 |
| Nurse  |           |           |           |           |           |
| <b>GRADE VII</b>   | \$ 59,859 | \$ 63,007 | \$ 65,135 | \$ 67,335 | \$ 69,618 |
| Clinician - 1<br>Coordinator<br>IT Technician<br>Occupational Therapist  |           |           |           |           |           |
| <b>Clinician - 2 **</b>  | \$ 61,508 | \$ 64,840 | \$ 67,034 | \$ 69,344 | \$ 71,818 |
| <b>GRADE VIII</b>  | \$ 63,872 | \$ 67,387 | \$ 69,649 | \$ 72,067 | \$ 74,732 |
| Clinical Coordinator<br>Finance Coordinator  |           |           |           |           |           |
| <b>GRADE VIII Enhanced</b>   | \$ 64,263 | \$ 68,845 | \$ 73,427 | \$ 78,009 | \$ 82,589 |
| Board Certified Behavior Analyst (BCBA)  |           |           |           |           |           |

\* In the event minimum wage is increased to more than the "start level," the start level will be adjusted to minimum wage and all other steps will receive an equivalent percentage increase.

\*\* Clinician - 2 is defined as "a fully licensed master level clinician."