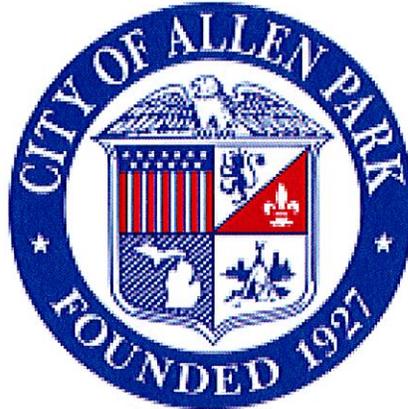


**AGREEMENT**

**Between**

**THE CITY OF ALLEN PARK  
and  
THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS  
ASSOCIATION OF MICHIGAN**

**JULY 1, 2015 – JUNE 30, 2019**



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**AGREEMENT**  
**Between**  
**THE CITY OF ALLEN PARK**  
**and**  
**THE TECHNICAL, PROFESSIONAL AND OFFICEWORKERS**  
**ASSOCIATION OF MICHIGAN**

The **City of Allen Park, Michigan**, hereinafter designated as the “**City**” or “**Employer**” and the **Technical, Professional and Officeworkers Association of Michigan**, hereinafter designated as the “**Union**” hereby agree as follows:

**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 this Employer and the Employees and the Union.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer’s success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all Employees.

**ARTICLE 1**  
**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all Employees of the Employer included in the bargaining units described below.

**SECTION A – Employees Covered.** Office (including all clerical positions) unit, Water (maintenance and meter readers and basin unit) unit, Department of Public Services (including streets, tree trimmers, park maintenance, etc.) unit, Building Maintenance (including City Hall, Arena, and other buildings) unit, Garage (including welding shop) unit, excluding Police Officers, Fire Fighters, all Foremen, and Supervisory Employees as defined in the Act.

**SECTION B – Exclusions.** The following exclusions shall be recognized.

1. Department of Parks and Recreation Employees assigned to programs. No section of this contract shall cause a reduction in the number of positions in the Parks and Recreation Department.
2. Temporary Employees who are employed to fill position of regular Union and nonunion Employees who are on vacation, sick leave, or other reasons which cause them to be absent from regular work schedule and/or those who are listed under the Allen Park Civil Service Commission Rules and Regulations.

3. Seasonal Employees who are employed to perform a seasonal function such as summer maintenance in D.P.S., Parks and Recreation Dept., etc., and/or tax collection activities, election procedures, etc., and/or other seasonal functions such as the Civic Arena. Seasonal employees perform duties and responsibilities of such nature that they are discontinued and the position is left vacant during a part of the year. Usually the vacancy occurs during the same period of each year. Seasonal employees shall not work overtime that is normally performed by Regular Employees unless no Regular Employee accepts such overtime.
4. Part-Time Employees who are employed to perform functions, which require less than 30 hours per work week.
5. All the above Employees shall work less than a 30-hour workweek or those working over 30 hours per week shall not work more than 26 weeks per calendar year.
6. Each Department will submit with each payroll sheet, daily hours worked, Part-Time/Seasonal status and time cards.
7. The ordinance officer position shall be removed from this bargaining unit when the present officer (as of 1/8/08) leaves that position. Further, any additional personnel placed in that position and/or fill-in's of the current ordinance warden, shall be in the City's discretion. Any contrary language in this contract is not applicable.
8. Account Group Leader (office clerical) position is removed from the Union. City to replace with a union position prior to June 30, 2019.

**ARTICLE 2**  
**WAIVER**

The City and the Union acknowledge that during the negotiating which resulted in this Agreement, that either party had the right to bring up any subject, not excluded by law for negotiation. The City and the Union, therefore, for the life of this Agreement, waive the right to negotiate any subject not contained in this Agreement.

**ARTICLE 3**  
**AID TO OTHER UNIONS**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE 4**  
**UNION MEMBERSHIP**

The Employer recognizes the right of Employees to belong to the Union and shall recognize all Employees as members of the Union who are such members at the date of this Agreement or those who subsequently become Employees in any of the job categories covered by this Agreement.

**ARTICLE 5**  
**UNION MEMBERSHIP/SERVICE FEE AUTHORIZATION FOR DEDUCTION**

- (1) Each employee, who is or becomes a member of the Union, or a service fee payer may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.
- (2) The Union will protect, save harmless and indemnify the employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the employer for the purpose of complying with this article of the agreement.
- (3) Deductions for any calendar month shall be remitted to the TPOAM and sent to 27056 Joy Road, Redford, MI 48239-1949. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (4) The City shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the City fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
- (5) If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.
- (6) The employer agrees to deduct the Union membership dues or service fees once each month from the pay of the employees who have requested that such deductions be made.

**ARTICLE 6**  
**REPRESENTATION**

Number of Representation Units. The number of representation units in the City shall be FIVE (5): D.P.S., Water, Garage, Building Maintenance, and Office unless the number is increased or decreased by mutual agreement between the Employer and the Union. The Employer and the Union may redistrict the units from time to time by mutual agreement.

**ARTICLE 7**  
**STEWARDS**

**Section A.** In each unit, Employees in the unit shall be represented by one (1) Steward who shall be a Regular Employee and working in the unit.

**Section B.** The Stewards, during their working hours, without loss of time or pay may, in accordance with the terms of this section, investigate and represent grievances to the Employer, upon having advised their Supervisor of same. The Supervisor will grant permission and provide sufficient time to the Stewards to leave their work during hours without loss of time or pay. This is subject to the understanding that the time will be devoted to the proper handling of grievances and

will not be abused; and the Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

**Section C.** At election time, a list of Stewards and Officers elected will be submitted to the Mayor's Office, the Personnel Director, the Civil Service Commission, and the Foreman.

**Section D.** There may be one Chief Steward who may be one of the Stewards elected to represent the various units as set forth in Section A.

## **ARTICLE 8** **SPECIAL CONFERENCES**

Special conferences for important matters will be arranged between the Local President and the Employer, or their designated representatives, upon request of either party. Such meetings shall be between at least two representatives of the Employer and at least two representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda, in writing, of the matters to be taken up at the conferences shall be presented at the time the conference is requested in writing. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Union.

## **ARTICLE 9** **DISCHARGE AND DISCIPLINE**

**Section A – Notice of Discharge or Discipline.** The Employer agrees promptly upon the discharge or discipline of an Employee to notify in writing the Steward in the Unit of the discharge or discipline.

Such notification shall be given within twenty-four (24) hours of the discharge or disciplinary action if immediate notification is impossible.

**Section B –** The discharged or disciplined Employee will be allowed to discuss his/her discharge or discipline with the Steward of the Unit, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the Employee and the Steward.

**Section C – Appeal of Discharge or Discipline.** Should the discharged or disciplined Employee or the Steward consider the discharge or discipline to be improper, a complaint shall be represented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the Complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

**Section D – Use of Past Record.** In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously nor impose discipline on an Employee for errors or mistakes on his/her employment application after a period of one (1) year from his/her date of hire.

The Union shall have the right to review, and copy if desired, all entries made by the Employer in the complete work record and/or file jacket of any Member Employee who is the subject of discharge or disciplinary action only if the Employee signs an authorization waiver form.

## **ARTICLE 10** **GRIEVANCE PROCEDURE**

**Section A – Time of Filing.** Time for filing of a grievance shall be limited to ten (10) calendar days after Employee has knowledge of grievance, but in no event shall the time for filing a grievance exceed thirty (30) days after the grievance occurs.

**Section B – Presenting a Grievance.** Any Employee having a grievance in connection with his/her employment shall present it to the Employer as follows:

**Step 1:**

- a) If an Employee feels he/she has a grievance, he/she shall discuss the grievance with the Steward of the unit. Total time shall not exceed one-half hour per day.
- b) The Steward shall discuss the grievance with the Department Head or his/her representative before proceeding to Step 2.
- c) Any grievance not appealed to Step 2 within five (5) working days after such discussion shall be considered settled on the basis of the answer and not subject to further review.

**Step 2:** If the matter is not satisfactorily disposed of at Step 1, it may be submitted in written form by the Steward to the Department Head or his/her representative within five (5) working days to be answered in writing by said Department Head or his/her representative within five (5) working days. This Step shall be followed before proceeding to Step 3.

**Step 3:** If the grievance is not satisfactorily adjusted by said Department Head or his/her representative at Step 2, the Steward may refer the grievance to the Local President who may notify in writing within seven (7) working days the Administrator of the Union's desire to appeal the grievance. The grievance shall be discussed by said Local President and Administrator or their designated representatives within seven (7) working days of said request. The Administrator or his/her designated representative shall give his/her written disposition of said grievance to the Local President or his/her designated representative within seven (7) working days from the meeting at which the grievance was discussed. This step shall be followed before proceeding to Step 4.

**Step 4:** Should the Local President desire to appeal the Administrator's disposition, he/she may either appeal the said disposition to Arbitration or to the Civil Service Commission as set forth below.

- a) **Civil Service Commission:** If the City Administrator's disposition is not satisfactory and if the Union believes the matter should be carried further, then the grievance may be submitted by the Local President to the Civil Service Commission, in written form, within fourteen (14) days of the Administrator's disposition, and will be heard by the Commission at its next regular meeting provided the appeal is received by the Commission seven (7) days before said meeting.
- b.1) **Arbitration:** If the Administrator's disposition is not satisfactory and if the Union believes the matter should be carried further, it shall then refer the matter to the Union representative. The representatives of the Union will review the matter and, if they wish to carry the matter further, shall notify the City Administrator, in writing, within fourteen (14) days of their intent to arbitrate the matter. Upon notification to the City Administrator, the parties shall jointly refer the matter to Michigan Employment Relations Commission for final and binding arbitration with their rules and procedures.
- b.2) **Fees:** Any Arbitrator selected shall have only the function set forth herein. The fees and approved expenses for the Arbitrator shall be paid by the parties equally.
- b.3) **Power of Arbitrator:** It shall be the function of the Arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation to make a decision in cases of alleged violation of the terms of this Agreement.
  - i. He/she shall have no power to add to, or subtract from, or modify any of the terms of any Agreement.
  - ii. He/she shall have no power to establish salary scales or change any salary.
  - iii. He/she shall have no power to substitute his/her discretion for the City's discretion in cases where the City is given discretion by this Agreement.

**Step 5:** If the disposition by the Civil Service Commission decision in Step 4 is not satisfactory to the City or the Union, and if the City or the Union believes the matter should be carried further, then either party shall notify the other, in writing, within fourteen (14) days of the Civil Service Commission's decision in Step 4 of its intent to arbitrate the matter. Upon such notification, the parties shall jointly refer the matter to Michigan Employment Relations Commission for final and binding arbitration in accordance with their rules and procedures. Section b.1, b.2, and b.3 in Step 4 above shall apply to this Step 5.

**Section C – Investigation.** The Local President or his/her representative shall be allowed time off his/her job without loss of time or pay to investigate a grievance he/she is to discuss with the Employer and will be granted permission to leave his/her work for this purpose. Any additional time needed will be granted without pay. Any alleged abuse by either party will be a proper subject for a Special Conference.

**Section D – Finality of Decisions.** There shall be no appeal from any Civil Service Commission's or Arbitrator's decision except as herein provide. Each decision shall be final and binding on the Union and its members, the Employee or Employees involved, and the Employer.

**Section E – Computation of Back Wages.** No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned at his/her regular rate.

## **ARTICLE 11** **SENIORITY**

**Section A.** New Employees hired in the unit, after March 31, 2005, shall be considered as Probationary Employees for the first twelve (12) months of their employment. When an Employee has been certified as finishing the probationary period by accumulating twelve (12) months of employment, and approved by the Civil Service Commission, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the date the Employee actually starts work less any unauthorized time off during that period. There shall be no seniority among Probationary Employees.

**Section B.** The Union shall represent Probationary Employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement, excepting, however, Probationary Employees discharged or disciplined for reasons other than Union activity.

**Section C.** Seniority shall be on a citywide basis in accordance with the Employee's last date of hire.

**Section D.** In determining departmental job classification(s) and/or work assignment(s), during periods of overtime within a department, seniority shall be exercised only by Employees regularly employed by the involved department.

**Section E.** Employees leaving Union for promotional opportunities with City (e.g.: department supervisor, director, etc.) shall have their Union Seniority frozen at the date they take promotion. If they wish to return to the Union and there is an opening available they may bid on job using their "Frozen Seniority" time and reenter the Union workforce.

**ARTICLE 12**  
**SENIORITY LISTS**

**Section A.** Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.

**Section B.** The seniority list on the date of this Agreement will show the names and job titles of all Employees of the Unit entitled to seniority.

**Section C.** The Employer will keep the seniority list up-to-date at all times and will provide the local Union with up-to-date copies every six months or upon request of the Union President. The Employer will also provide the local Union with a listing based on promotional seniority dates as well as hire-in dates.

**ARTICLE 13**  
**LOSS OF SENIORITY**

An Employee shall lose his/her seniority for the following reasons only:

- A. He/she quits.
- B. He/she is discharged and the discharge is not reversed through the grievance procedure.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the Employee at his/her last known address that he/she has lost his/her seniority and his/her employment has terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.
- D. If he/she does not return to work when recalled from layoff as set forth in the recall procedure or he/she is not recalled from layoff within a one (1) year time period from said layoff. In proper cases, exceptions shall be made by the Employer. Return from sick leave and leaves of absence will be treated the same as C above.
- E. Any Employee who has been or will be absent from work and not on payroll, except authorized leave using bank time (vacation, sick time, etc.) shall have an equal time value deducted from seniority time.
- F. Seniority shall not accrue while an employee is on layoff. In cases where the Employee is recalled under the recall procedure, the seniority at the time of layoff will be recognized at the time of return to work.

**ARTICLE 14**  
**SENIORITY OF OFFICERS**

Notwithstanding their position on the seniority list, the President, Vice President, Secretary, and Treasurer of the Union shall, during their term of office, in the event of a layoff, be continued at work as long as there is a job in their unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in their unit which they can perform.

**ARTICLE 15**  
**SUPPLEMENTAL AGREEMENTS**

All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Local Union.

**ARTICLE 16**  
**LAYOFF DEFINED**

**Section A.** The word "layoff" means a reduction in the working force.

**Section B.** If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary Employees will be laid off on a City-wide basis. Seniority Employees will be laid off according to seniority as defined in ARTICLE 11, Section C. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for the Civil Service Commission step of the grievance procedure.

**Section C.** Employees to be laid off for an indefinite period of time will have at least fifteen (15) calendar day's notice of layoff. The Local Union Secretary shall receive a list from the Employer of the Employees being laid off on the same date the notices are issued to the Employees.

**ARTICLE 17**  
**RECALL PROCEDURE**

When the working force is increased after a layoff, Employees will be recalled according to seniority as defined in ARTICLE 11, Section C. Notice of recall shall be sent to the Employee at his/her last known address by registered or certified mail. If an Employee fails to report for work within ten (10) days from the date of mailing of notice of recall, he/she shall be considered a quit. Extensions will be granted by the Employer in proper cases.

**ARTICLE 18**  
**TRANSFERS**

**Section A.** If an Employee is transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred. Employees

transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

**Section B.** The Employer agrees that in any movement of work not covered above in ARTICLE 18, Section A, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the Employee(s) involved.

**Section C.** The parties do not recognize lateral transfers having preference. All positions shall be filled according to ARTICLE 19, Section A.

## **ARTICLE 19** **PROMOTIONS**

**Section A.** Promotions within the bargaining unit shall be made on the basis of the senior qualified applicant per current testing procedures. All TPOAM promotional rosters will be comprised of bargaining unit members, in good standing, only. Job vacancies will be posted within thirty (30) calendar days for a period of seven (7) work days posting period. The City shall make every effort to fill the posted position within thirty (30) calendar days following conclusion of posting with the Senior Qualified Employee.

**Section B.** Non Clerical and Clerical Employees required to work in a higher classification for two (2) hours or more per day shall be paid the second year rate of the higher classification for the entire day.

Probationary Employees shall receive step-up pay.

**Section C.** For purposes of promotion, any and all promotional lists submitted by the Civil Service Commission to the Employer may contain less than three (3) names where less than three (3) Employees have applied for the vacancy sought to be filled.

**Section D.** New promotional rosters will be made every two years. The rosters may be extended by mutual consent of the City and the Union.

**Section E.** Employees who are promoted and voluntarily request a return to their former status will be placed in the highest available classification equal to or below their former classification.

**Section F.** Should no Eligible Employees with seniority, as set forth in ARTICLE 11 of this Agreement, be eligible for promotion under this ARTICLE 19, then, in that case, the senior qualified Probationary Employee (calculated by date of hire) who applies for the position shall be considered eligible to fill the position in accordance with the provisions contained in Section A of this ARTICLE 19.

## **ARTICLE 20** **VETERANS**

**Section A – Reinstatement of Seniority Employees.** Any Employee who enters into active service of the armed forces of the United States, upon the termination of such honorable service, shall be offered reemployment in his/her previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event he/she will be offered such employment in line with his/her seniority as may be available which he/she is capable of doing at the current rate of pay for such work, provided he/she reports for work within ninety (90) days of the date of such honorable discharge or ninety (90) days after hospitalization continuing after discharge for not more than two (2) years.

**Section B – Probationary Employees.** A Probationary Employee who enters the armed forces and meets the foregoing requirements must complete his/her probationary period, and upon completing it, will have seniority equal to the time he/she spent in the armed forces.

### **Section C.**

1. Current Employees may purchase up to three (3) years of prior military service time, which will be credited as years of service (not age) for retirement purposes. If this time is purchased, payment shall be either lump sum or each pay period – payroll deduction, with full payment completed in five (5) years or not later than time of retirement, or separation from the City. Any time purchased shall be used only for retirement purposes. It is understood that Employees must pay for each year requested, their 7% portion and the City's normal cost based on the last actuarial report available, at the time the Employee's written intent to purchase is given, using the Employee's pensionable compensation for the last twelve (12) months.
2. Employees electing to purchase military time shall be responsible for the cost of any actuarial study required.

## **ARTICLE 21** **VETERANS LAW**

Except as hereinbefore provided, the re-employment rights of Employees and Probationary Employees will be limited by applicable laws and regulations.

**ARTICLE 22**  
**RESERVE OR NATIONAL GUARD LEAVE OF ABSENCE**

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 with the City 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 two (2) weeks per year shall be the limit. The year shall be the Federal Fiscal Year starting October 1<sup>st</sup> of each year.

**ARTICLE 23**  
**LEAVE WITHOUT PAY**

**Section A.** A regular Employee may be granted a leave of absence without pay upon prior written recommendation by the City Administrator and approved by the Civil Service Commission for any of the following reasons:

1. **Physical or mental disability of the Employee.** Such leaves shall not be granted for more than six (6) months but may be extended beyond said six (6) month period upon written application therefore by the Employee.

At the expiration of said authorized leave of absence without pay, the Employee shall either produce evidence that he/she is physically and/or mentally capable of returning to work subject to the Civil Service Commission's medical examiner's approval, or his/her services shall be terminated. Written notice of such termination shall be given to the Employee by the City Administrator or mailed to his/her last known address and a copy filed with the Commission.

An Employee who is able to return to City service after said six (6) month period may be returned to his/her classified position if available, or to an equal or lesser position depending upon availability, qualifications of the Employee, and/or seniority.

Any Regular Employee whose employment with the City is terminated because of a physical or mental disability and subsequently recovers from such disability may, within two (2) years from the termination date and subject to the recommendation of the Commission's examining Physician, be reinstated in the first available position for which he/she is qualified. An Employee returning from such a leave, or reinstated under the provisions of this section, may be required by the Commission to demonstrate within ninety (90) days following his/her return to work that he/she is able to perform the duties and responsibilities of his/her position and, in such event, his/her supervisor shall submit a report to the Commission at the end of the ninety (90) day period evaluating the Employee's ability to perform the duties of the position. Should the Commission determine that the Employee cannot adequately perform the duties of the position, the Commission may terminate the Employee for said reason(s).

Any Regular Employee whose employment is terminated under the provisions of this section may appeal from such termination by filing a grievance at Step 2 of the Grievance Procedure.

- 2a. **Entering Course of Training or Study.** Employees entering upon a course of training or study for the purpose of improving the quality of his/her service to the City or of preparing himself/herself for the promotion.
- 2b. **Election or Appointment to Public Office.** Employees that have been elected or appointed to a public office.
- 2c. **Other Reasons in the Sole Opinion of the Commission.** Employees that demonstrate reasons solely in the opinion of the Commission to warrant such a leave of absence.

Such leaves shall not be granted for more than six (6) months upon written application therefore by the Employee.

At the expiration of which time, the Employee shall produce evidence that he/she has fulfilled the reason(s) for the leave and is capable of returning to work subject to the Civil Service Commission approval. Failure to return to work on the predetermined date shall subject the Employee to termination. Written notice of such termination shall be given to the Employee by the City Administrator or mailed to his/her last known address and copy filed with the Commission.

Any Regular Employee whose employment is interrupted under the provisions of this section may appeal from such termination by filing a grievance at Step 2 of the Grievance Procedure.

## **Section B.**

1. **Appointment to a Classified Position Outside of the Bargaining Unit.** Employees who take a leave of absence without pay to accept a classified position outside of the bargaining unit (a promotion, etc.).
2. **Appointment to the Unclassified or Exempt Service of the City.** Certified Employees with the bargaining unit who are appointed to the following positions, to wit: Deputy City Clerk, Deputy Treasurer, Account Group Leader or Mayor's Secretary, and required during the tenure of said appointment to take a leave of absence from the unit.

The foregoing leaves of absences in this Section B shall be granted automatically upon appointment and subject to the following regulations:

- a) Such leaves of absence shall be only for the duration of the term of the above referenced position to which the Employee has been appointed.

- b) During such leave, the Employee's unit seniority shall be frozen and may not be added to.
- c) An Employee appointed to a position out of the bargaining unit shall, upon acceptance of his/her bid on a posted position within the bargaining unit, immediately assume the position and successfully complete the probationary period.
- d) An Employee required to take a leave of absence hereunder shall be restored to a classified position equal to or lesser than that held by the Employee prior to taking said leave and depending upon availability, qualifications and/or bargaining unit seniority.

**Section C – Leave for Probationary Employees.** A Probationary Employee may be granted a leave of absence without pay upon prior written recommendation by the City Administrator and approved by the Civil Service Commission because of physical disability of the Employee as set forth in Section A.1. above or for reasons solely in the opinion of the Commission to warrant such leave of absence as set forth in Section A.2.c. above. Should such a leave be granted, they will return at the level of their probationary employment when they return to the City.

#### **ARTICLE 24** **LEAVE FOR UNION BUSINESS**

Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority.

Employees who are selected by the Union as a representative to labor conventions, institutes, or meetings shall, upon request, be given time off with pay. Proof of actual attendance at such conventions, institutes, or meetings may be required by the City Administrator.

In no case will the number of days off under this provision exceed seventeen (17) work days per fiscal year without the approval of the City Administrator.

All notices for such leave shall be submitted to the City Administrator and then to the City Council.

#### **ARTICLE 25** **OVERTIME**

**Section A – Rate of Pay.** Time and one-half the Employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

**Section B – Daily.**

1. For Department of Public Services unit, Water Department unit, the Garage unit, and the Building Maintenance unit, all work performed in excess of eight (8) hours in any workday.
2. For the Office unit, all work performed in excess of eight (8) hours in any work day.

**Section C – Weekly.**

1. For Department of Public Services unit, Water Department unit, the Garage unit, and the Building Maintenance unit, all work performed in excess of forty (40) hours in any work week.
2. For the Office unit, all work performed in excess of forty (40) hours in any work week.

**Section D – Before and After Regular Hours.** All work performed before or after any regularly scheduled work shift or work week.

**Section E – Saturday Work.** All work performed on Saturday shall be paid at time and one-half the Employee's regular hourly rate of pay.

**Section F – Sunday Work.** Double time shall be paid for all work performed on Sunday.

**Section G – Other than Monday through Friday Work Week.** Employees whose regular work week is other than Monday through Friday shall be paid at time and one-half for all work performed on the sixth day of that week and double time for all work performed on the seventh day of that work week.

**Section H – Authorized Holidays.** An Employee required to work on any of the authorized holidays shall be paid at two (2) times his or her regular rate of pay for any time worked in addition to regular holiday pay.

**Section I – Overtime.** For the purpose of overtime, the City shall be considered to be divided into five (5) units: D.P.S. unit, Water unit, Garage unit, Office unit, Building Maintenance unit. Overtime will be allocated among members of the unit as equally as possible. In the event all members of the unit refuse to perform any overtime work, the City may then secure the necessary help to perform the overtime work as in the opinion of the City will best accomplish the required results. City Employees shall be used in these cases whenever possible.

If an Employee is on vacation, sick leave, or for other reasons absent from normal work shifts more than half the day before, the City is not responsible to call in for overtime until the Employee reports back to duty on normal work shift.

Overtime work shall be distributed equally as possible not to exceed ten (10) hour increment difference to Employees working within the same unit providing the Employee can do the work available. The distribution of overtime shall be equalized over each twelve (12) month period beginning the first day of the calendar month following the effective date of this Agreement. On each occasion, the opportunity to work overtime shall be offered to the Employee within the unit who has the least number of overtime hours to his/her credit at that time. If this Employee does not accept the assignment, the Employee will be charged with the number of hours worked. The Employee with the next fewest number of overtime hours to his/her credit shall be offered the assignment. This procedure shall be followed until the required Employees have been selected for the overtime work. All overtime work or refused overtime shall be converted to straight time hours paid for before being recorded.

The Employee will not be charged for refused overtime if it is outside of his/her department. All overtime worked, however, will be charged to the balance. The Department Head or his/her designate will have the right to select any Employee, regardless of seniority, and/or overtime balance to work out of his/her department, from a list of qualified individuals. It is understood that the Department Head will distribute overtime as evenly as possible in these cases.

A record of overtime hours worked by each Employee shall be posted on the unit bulletin board within forty-eight (48) hours after completion of payroll forms, which are sent to the Accounting Department.

Overtime shall be voluntary except in the following cases of emergency: water main breaks; sewer stoppage or cave-ins; snowstorms, including the necessity of snow or ice removal; flooding; falling trees; tornadoes; natural disaster; or civil disorders. In the above emergencies, Employees will be required to report for work when called. The Duty Supervisor has the authority to declare a work emergency call-in.

Employees shall be given as much advance notice as possible before being asked to perform overtime work.

In the event an Employee shall work more than three (3) hours beyond his/her regular quitting time, he/she shall be allowed adequate time off to eat.

Any Employee called to work outside of his/her regularly scheduled shift shall receive the overtime rate of pay for the time worked, unless such time runs into his/her regular shift, at which time the overtime rate will cease and his/her regular rate for the shift shall be paid. In the event the amount of pay for the entire period worked, including his/her regular shift, shall not equal four (4) times the regular hourly rate of pay, the Employee shall be entitled to four (4) hours pay at his/her regular rate.

**Section J – Overtime – Office Unit.** In the event of scheduled overtime in the Office unit, overtime shall be first offered to employee(s) currently working in that department. Should the employee refuse, the Department Head shall post notice to all buildings where an Office unit worker is employed. This notice shall include the overtime offered, a description of duties and to whom interested, qualified employee(s) should apply. The scheduled overtime shall be offered to qualified

employee(s) with the fewest number of overtime hours to their credit, as posted on the unit bulletin board. In the event of unscheduled overtime, where department personnel are unable to work, the Department Head shall contact qualified employee(s) from the posted overtime list beginning with employee(s) with fewest number of overtime hours to their credit.

**Section K – Building Maintenance Unit.** In the event of schedule overtime in the Building Maintenance unit, overtime shall be offered first to employee(s) currently assigned to that building or facility. If no employee(s) from that building or facility is available or has refused the overtime offered, the overtime shall then be offered to the qualified employee(s) with the fewest overtime hours posted on the current Building Maintenance overtime sheet.

**Section L – Compensation/Flex Time.** In the event that an employee is required to work overtime, in lieu of receiving overtime pay, that employee may take work time off at a rate of time and one-half. The available compensation time must be used within the same calendar year. The compensation time must be coordinated and approved by the Department Head as not to impede the operations of the department or result in creating overtime for another employee.

## **ARTICLE 26** **RESPONSIBILITY OF THE CITY**

**Section A.** The City retains the sole right to determine the starting and quitting times and schedules to be worked, and to manage itself, including the right to maintain order and efficiency of operations, and this right may be delegated in accordance with the provisions of the City Charter and City Ordinances.

The City has the sole right to hire, layoff, assign, transfer and promote Employees as set forth in the City Charter and ordinances of the City of Allen Park, regarding powers and duties of the Civil Service Commission; nothing in this Contract to the contrary withstanding.

**Section B.** The Union recognizes other rights and responsibilities belonging solely to the City, prominent among which but by no means wholly inclusive, are the rights to determine the location of where work is to be performed, the manner in which said work is to be performed, the equipment to be used, the number and type of personnel to be employed, and the assignment of Employees duties subject to the provisions of this Agreement.

The Union recognizes the right of the City to make such reasonable rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the City and to require compliance therewith by the Employees. The Union reserves the right to question the reasonableness of the City's rules and regulations through the grievance procedure, and through the arbitration procedure provided therein.

**Section C.** It is understood and agreed that any of the powers and authority the City had prior to the signing of this Agreement are retained by the City except those specifically abridged, deleted, or granted by this Agreement. This includes all rights and powers held as a result of national, state, and municipal laws.

**ARTICLE 27**  
**GENERAL PROVISIONS**

**Section A – Water Department.**

1. **Standby Service.** Any Employee on standby shall be required to make themselves available on a 24-hour 7-day-a-week basis for emergency water service.

Said Employee shall be paid ten (10) hours additional pay at straight time for standby service.

2. **Special Compensation.** The City may recognize at least two (2) Pump Station Operators, one (1) Water Booster Station Operator, and not more than two (2) S-1 Certified Operators who will have been trained and examined in accordance with standards established by the Director of Public Services.

Each Employee recognized by the Director of Public Services shall be paid a \$600 annual payment on or about August 15 of each fiscal year in which the Employee is recognized as such.

**Section B – Regularly Scheduled Work Shift for Office Employees.** The regularly scheduled work shift for Office Employees shall be determined by the City Administrator with concurrence of the Civil Service Commission to a thirty-seven and one-half (37 ½) hour workweek, with a half-hour for lunch each day.

**Section C – Schedule of Work Hours for Hourly Employees.** The schedule of hours for Hourly Employees to be worked shall be determined by the City Administrator with concurrence of the Civil Service Commission to a forty (40) hour workweek, with one-half (1/2) hour for lunch for each day.

The City shall have the right to establish an afternoon or midnight shift when necessary. Any openings available on these shifts will be posted for a period of seven (7) days before New Employees will be hired for these positions.

**Section D – Work of Supervisory Employees.** Supervisory personnel shall not perform work of the regularly assigned Employees, other than work being presently performed by the foremen.

**Section E – Parking.** There is adequate public parking within reasonable distance of all workstations.

**Section F – Meter Readers.** Meter Readers shall be given other assignments when the temperature drops to five (+5) degrees or below. When the temperature rises above five (+5) degrees, the Employee may be required by the Employer to read meters during the hours that the temperature is above five (+5) degrees.

**Section G – Subcontracting.** The Employer shall not contract or subcontract any work which is performed by present Employees and would result in the layoff of any bargaining unit member.

**Section H – New Job Classification.** If a new job is created within the bargaining unit, the job will be assigned a title, description, and rate of pay by the City. The job will be considered temporary as to title, description, and rate of pay for a period of ninety (90) calendar days after which the Union, at their option, may request a special conference on same. If the Union and Employer, following the next ninety (90) calendar day period, are unable to agree on the title, description, and/or rate of pay, the dispute shall be subject to the grievance procedure beginning at the second step.

**Section I – Pay Periods.** All Hourly Certified Employee shall be paid bi-weekly every other Thursday.

**Section J. - Probationary Period / Evaluations.** All new hires are subject a twelve (12) month probationary period and the following Evaluation Report schedule:

1 <sup>st</sup> Evaluation Report	2 months after hire
2 <sup>nd</sup> Evaluation Report	5 months after hire
3 <sup>rd</sup> Evaluation Report	9 months after hire
4 <sup>th</sup> Evaluation Report	12 months after hire

## **ARTICLE 28 HOLIDAYS**

**Section A– Authorized Holidays.** All Full-Time Employees shall have time off with full salary payment on the following holidays:

New Year’s Day, Martin Luther King Day, President’s Day, Good Friday, Memorial Day, July 4, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving, December 24, Christmas Day, and December 31.

**Section B – Holidays Falling on Saturday or Sunday.** Whenever one of the designated holidays falls on a Saturday, then the preceding Friday shall be designated as the official holiday; and whenever one of the designated holidays falls on a Sunday, then the following Monday shall be designated as the official holiday.

Whenever Christmas or New Year’s Day falls on a Saturday, then Thursday and Friday shall be designated as the official holidays for December 24 and Christmas or December 31 and New Year’s Day, respectively. Whenever Christmas or New Year’s Day falls on a Sunday or Monday, then Friday and Monday shall be designated as the official holidays for December 24 and Christmas or December 31 and New Year’s Day, respectively.

**Section C – Holiday During Vacation Period.** If the holiday falls within an Employee’s vacation period, an extra day shall be added to the vacation.

**Section D – Eligibility for Holiday Pay.** To be eligible for holiday pay, a Regular Employee shall have worked his/her last scheduled work day before the holiday and his/her first scheduled work day after the holiday, unless on excused absence.

**ARTICLE 29**  
**VACATIONS**

**Section A - Vacation Time.** Vacations shall be accorded on the basis of the following schedule for employees hired before 4/1/05:

On following anniversary dates:

1st year.....	Two (2) weeks
5 <sup>th</sup> year.....	Three (3) weeks
10 <sup>th</sup> year.....	Four (4) weeks
20 <sup>th</sup> year.....	Five (5) weeks
25 <sup>th</sup> year.....	Six (6) weeks

For employees hired after March 31, 2005 (new hires):

After One Year	Two (2) weeks
7 <sup>th</sup> year	Three (3) weeks
15 <sup>th</sup> year	Four (4) weeks

Capped at Four (4) weeks

On July 1<sup>st</sup> of each year all Employees shall be credited their vacation based upon the number of years seniority they would be entitled to during the coming fiscal year. Employees terminating or retiring during the fiscal year will be paid for earned vacation time. Earned vacation time is based on anniversary date in accordance with above schedule.

It being understood that a New-Hired Employee is not entitled to a vacation until completion of one year of service.

**Section B – Salary in Lieu of Vacation.** When both the Employer and Employee mutually agree in cases of hardship, the vacation can be foregone and payment made instead or time for taking same can be extended.

**Section C – Vacation Scheduling.** In establishing schedules, the department shall consider both Employee preference and efficient functioning of the department. Each department shall post a vacation schedule for the periods of July 1 through December 31 and January 1 through June 30. Employees who wish to exercise their seniority rights for desired vacation periods shall apply between April 1 and May 1 for the July 1 through December 31 period and between October 1 and

November 1 for the January 1 through June 30 vacation period. Employees will make every effort to sign up during the sign-up period.

Applications shall be considered outside the above application periods on a first-come basis. Should two or more applications be filed on the same day, then seniority would prevail. Employees must request vacation time 24 hours prior to the requested day(s) of leave.

Two days of vacation time may be used in half-day increments if the supervisor has been notified at least forty-eight (48) hours in advance.

During the first week of May and the first week of November, the department shall sign a copy of the new vacation schedule and forward same to the Local President.

**Section D – Vacation for Returning Veterans.** Upon return to the City service from Military Leave of Absence, the Employee shall be entitled to vacation time for the year in which he/she returns.

**Section E – Vacation Pay at Termination.** Earned vacation pay shall be paid at time of death or at time of termination to Permanent Full-Time Employees who are retiring, resigning, entering military service or whose employment is terminated for any other reason. In the case of the death of any Employee, vacation accrual shall be paid to the beneficiary or to the estate of the Employee.

### **ARTICLE 30 PERSONAL BUSINESS DAYS**

After one (1) year continuous service, each Employee shall be entitled to three (3) personal business days with pay which may be taken at the discretion of the Employee provided said personal business days are taken in one half (1/2) hour increments. Employees will be allowed to return to work if there is at least two (2) hours of work remaining in the employee's shift.

Personal Business days shall be credited on the 1<sup>st</sup> of January and must be used by December 31<sup>st</sup>.

The time for these days may not be accumulated. In establishing schedules, the Department shall consider both Employee preference and efficient functioning of the department. In case of conflict as to Employee's preference, seniority prevails.

### **ARTICLE 31 SICK LEAVE/BEREAVEMENT TIME**

#### **Section A – Sick Leave Eligibility.**

- a. Each Employee hired before April 1, 2005, shall be entitled to thirteen (13) days sick leave per year to be accumulated at the rate of one (1) per month with one (1) additional day granted on January 1 of each year.

- b. Each Employee hired after March 31, 2005, shall be entitled to eleven (11) days per year to be accumulated at the rate of one (1) day per month except the month of July. A new hire must work six (6) months to be eligible for sick leave usage.

**Section B – Sick Leave Accumulated.** Sick leave shall be accumulated and shall be unlimited.

**Section C – Sick Leave Notice.** Any Employee absent because of illness shall inform his/her Department Head, or such person as the Department Head designated, no later than thirty (30) minutes after normal starting time; and failure to do so may be cause for denial of sick leave for the period of absence. The Employee shall be required by his/her immediate supervisor to produce evidence in the form of an illness affidavit, or otherwise of the adequacy of the reason for his/her absence during the time for which sick leave is granted. When sick leave extends three (3) days or longer, medical certification is required to be filed with the Department Head.

**Section D – Eligible Uses and Procedures.**

1. Sick leave with pay shall be allowed for full-time Employees only in the following situations:
  - i. Illness of, or injury to, the Employee, whether work or nonwork related.
  - ii. Physical, dental, or mental consultation or treatment of the Employee by professional medical or dental personnel, whether work or nonwork related.
  - iii. Sickness of a member of the immediate family which requires the personal attention and care of the Employee. The immediate family is defined as a blood relative residing in the home. The same proof of illness shall be required as per personal illness of the Employee.
  - iv. Quarantine because of contagious disease. The Department Head shall require a Certificate of the attending physician before allowing any paid sick leave under this subsection.
  - v. Maternity, paternity, and adoption leave for Employees.
2. Sick leave, when used, shall be paid at an hourly rate equal to the Employee's regular straight time wage in effect at the time of the usage. No sick leave with pay will be allowed for increments of less than one-half (1/2) of an hour. Employees will be allowed to return to work if there is at least two (2) hours of work shift remaining in that Employee's shift.
3. In cases of extended illness or suspected abuse, as determined by the Department Head or designee, the Department Head or designee may require evidence as to the adequacy of the reason(s) for an Employee's absence during the time for which sick leave is requested. For the purpose of this section, evidence as to the adequacy of the reasons for

an Employee's absence (both for illness of the Employee, or his/her immediate family) will be defined by the Department Head to be any or all of the following:

- i. A satisfactory written, signed statement by the Employee; or
- ii. A certificate stating the nature of the illness from a licensed physician; provided, however, that falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action.
- iii. The Department Head or designee may require the Employee to be examined by the licensed physician identified by the Department Head or designee. Failure to submit to the examination may constitute grounds for disciplinary action.

**Section E – Sick Leave During Vacation.** Sick leave may be allowed in case of sickness during vacation period. Evidence of such incapacity must be provided to the satisfaction of the Department Head.

**Section F – Sick Leave Payment.**

1. Employees, hired prior to April 1, 2005, may upon their termination from City Service or upon their death, receive 100% compensation for the first seventy-five (75) days of accrued but unused sick leave and 50% compensation for any remaining accrued but unused sick leave to their credit. Said sick leave payment shall be paid at the Employee's hourly rate of pay in effect at the time of termination from City employment.
2. Employees hired after March 31, 2005, upon their termination from City service or upon their death, will receive fifty percent (50%) compensation for accrued but unused sick leave to their credit. This pay out shall be capped at fifty (50) days.

**Section G – Sick Leave Used Prior to Retirement.** Any sick days used by an Employee twelve (12) months prior to his/her retirement shall be deducted from his/her 100% paid sick bank. Provided, however, that this deduction from the above paid sick bank will not occur for days used while the Employee is actually in a hospital or recuperating under doctor's orders from such hospitalization, or under doctor's orders recuperating from an accident or illness requiring three (3) or more days, or when an Employee's spouse or dependent child(ren) is recuperating under doctor's orders from an accident or illness requiring their attention.

**Section H – Death in the Family.** Each Regular Employee shall be entitled to five (5) days with pay at his/her regular rate of pay in the event of the death of his or her spouse, or the parent, step-parent, child, brother or sister, brother-in-law, sister-in-law, grandfather, grandmother, or grandchild of the Employee or his/her spouse and step children or blood relative residing in the home. The City may require proof of funeral attendance or medical certification that the Employee was not able to attend the funeral. An additional two (2) extra days with pay may be granted by the City Administrator if unusual circumstances warrant same. If the burial is out of the metropolitan Detroit area, the Employee, at his/her option, may take two (2) additional days leave provided

he/she has those days in his/her sick leave bank, or vacation days, which additional days shall be charged against the sick leave bank or vacation days. In the case of the death of a son-in-law or daughter-in-law, the Employee shall be allowed three (3) days off. An additional two (2) days shall be permitted and charged against his/her sick leave or vacation days, provided he/she has accumulated sick leave or vacation time. In the case of stepparents of either Employee or spouse, he/she will be allowed a one-time option of three (3) working days off, including the day the bereavement occurs.

Upon the death of an Employee, one-half day off with pay will be granted to City Employees who attend the funeral, except that a skeleton crew will be maintained in each department.

## **ARTICLE 32**

### **COMPENSATORY TIME PROCEDURE**

Employees have the option of taking overtime pay or compensatory (Comp) time for overtime worked. The total compensatory time banked cannot exceed eighty (80) hours at any given time. The time may be taken in one half (1/2) hour increments and must be used within the calendar year earned.

If the time cannot be used within the calendar year then the employee must submit those earned hours as overtime hours for pay by December 31<sup>st</sup> of the year earned. The use of compensatory time must be pre-approved by the Department Head and cannot create overtime for another employee.

Scheduled use of compensatory time can be cancelled in the following cases of emergency: water main break; sewer stoppage or cave-ins; snowstorms, including the necessity of snow or ice removal; flooding; falling trees; tornados or natural disaster; or civil disorders. In the above emergencies, Employees will be required to report for work when called. The Duty Supervisor has the authority to declare a work emergency call-in.

Following is the procedure for earning and using compensatory time.

#### A. Earning Compensatory Time

1. Obtain Department Head approval to exercise compensatory option in lieu of overtime pay for overtime worked;
2. You should mark the letters CT next to your time card hours you wish to take in compensatory time;
3. The Department Head places his initials by any COMP time on time cards;
4. The hours indicated will be added to your compensatory time bank;
5. There will be no overtime pay for overtime hours designated as COMP TIME.

#### B. Using Compensatory Time

1. You must complete an "Application for Leave" form;
2. Under the "Reason" heading indicate COMP TIME;

3. Have the Department Head sign your “Application for Leave” and submit the request to the appropriate person completing payroll in your department;
4. The compensatory time will be deducted from your comp time bank.

**ARTICLE 33**  
**LONGEVITY PAY**

Longevity pay shall be at a rate of \$45.00 per year of service up to ten (10) years, and \$50.00 per year of service for each year over ten (10) years.

For employees hired after March 31, 2005, longevity pay will be paid at \$225.00 at the start of the fifth (5<sup>th</sup>) year, and at forty-five dollars (\$45) per year of service after, capped at \$450.00.

Employees hired after July 1, 2015 are not eligible to receive Longevity pay.

Longevity pay shall be computed on November 1 of each year and payment shall be made on or before November 15 of each year. Employees receiving their first longevity pay shall receive a pro-rated pay computed from their date of employment to November 1. Upon retirement, an Employee’s longevity pay will be pro-rated.

**ARTICLE 34**  
**LIFE INSURANCE**

Effective with the signing of this contract, a life insurance policy in the amount of \$50,000 with double indemnity clause shall be paid for by the City for each Employee.

A life insurance policy in the amount of \$10,000 coverage shall be paid for by the City for each retiree who shall retire after June 30, 1989.

Employees hired after July 1, 2015 are not eligible to receive Life Insurance upon retirement.

**ARTICLE 35**  
**HEALTH INSURANCE**

All health insurance benefits shall comply with Public Act 152, the Publically Funded Health Insurance Contribution Act, as it may be amended from time to time. The City may annually elect either option as required pursuant to MCLA 15.563 or 15.564, as provided by law. The parties will meet and confer prior to the City making its annual election. The City shall provide health, dental, and optical coverage as described in the following paragraphs.

**Section A - Health Insurance.**

- 1) BCBS Plan described in the attached Exhibit 1, or equivalent coverage.

- 2) Health care premium sharing to be 20% of premium for active employees only, as determined by PA 152, inclusive of prescription drug coverage, on a pre-tax basis via payroll deduction..
- 3) Prescription drug coverage with a co-pay of \$10 generic/\$20 brand name preferred non-generic/\$30 non-preferred non-generic formulary.
- 4) Effective December 1, 2002, all prescription drug plans shall include a mail-in drug program for maintenance drugs with 1 co-pay for a 90-day supply.
- 5) The City reserves the right to change any and/or all insurance companies and/or plan(s), provided the replacement program is equal to or better than the program available from the present company. The City may self-insure conditional upon ensuring employee confidentiality. The City shall allow employees to have input.

**Section B – Employees Hired prior to April 1, 2005.**

- i. To be eligible for retiree healthcare, Employees hired prior to April 1, 2005 must be age 53 at retirement with at least 15 consecutive years of service with the City. The City will provide retired individuals under the age of 65 the same benefit levels as is provided for current active Employees covered by this or any future Agreement, subject to the premium cost sharing as follows:

16-20 years of consecutive service	40%
21-25 years of consecutive service	20%
25+ years of consecutive service	0%

- ii. Retirees over the age of 65 shall be required to enroll in Medicare or other similar government sponsored programs, and the City will provide only Supplemental Coverage. The Supplemental Coverage will be similar to the levels as is provided for current active Employees covered by this or any future Agreement and subject to the premium cost sharing as provided in Section i.
- iii. The City will provide health care coverage to eligible retirees and their spouse and dependents at the time of retirement only.

**Section C – Employees Hired after April 1, 2005.**

RETIREE HEALTH ACCOUNT – A Health Retirement Savings Account will be provided by the employer to replace retiree health, optical, and dental insurance for any employee hired after April 1, 2005, since the employer will no longer provide retiree health benefits.

These accounts may be used by the employee, their spouse, or eligible dependents to help offset the cost of health care after the employee retires or separates from service. The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements. The administrator for the plan is MERS or other qualified administrator.

The City, at its sole discretion, can determine which plan will be provided and the same plan will be provided to all non-union employees. A sum of forty (\$40.00) dollars a month will be contributed by the City which will be provided to the employees' accounts. After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses. Vesting will be seven (7) years under this plan. Employees will be allowed, upon retirement, to buy into the City's healthcare group plan at their own cost.

**Section D – Health Insurance Opt-out Program.** At their discretion, the City Administrator will have the authority to approve an opt-out where the spouse has the employee of the City equally covered through his/her healthcare insurance policy, the employee may opt-out of healthcare insurance benefits subject to the following limitations:

- i. Opt-out must result in a savings to the City.
- ii. Hospitalization opt-out is capped to \$2400 per year/per employee.
- iii. Optical, Life, Dental will be 35% of savings.
- iv. The City of Allen Park has the right to establish reasonable rules governing the opt-out program and to terminate it at any time.

**Section E – Dental Insurance.** The City shall provide for Employees and eligible members of Employee's family: BCBS Dental Coverage Plan as described in the attached Exhibit 2, or equivalent coverage. The City reserves the right to change any and/or all insurance companies and/or plan(s), providing the replacement program is equal to or better than the program available from the present company. The City may self-insure conditional upon ensuring employee confidentiality. The City shall allow employees to have input.

Retired Employees, subsequent to July 1, 1981, shall continue to be covered by this plan; cost sustained by the City, until the Retired Employee reaches age 65 or is eligible for Medicare.

Should an Active Employee become deceased, said Employee's spouse and eligible dependents under the plan shall continue to be covered by said insurance, provided the spouse remains unmarried. Retired Employees who obtain employment from an employer who provided this type of insurance shall not be covered by the City's plan for duration of such employment.

**Section F – Optical Benefits.** The City shall provide for Employees and eligible members of Employees' families: the BCBS Vision Plan as described in the attached Exhibit 3, or equivalent coverage. The City reserves the right to change any and/or all insurance companies and/or plan(s), providing the replacement program is equal to or better than the program available from the present company. The City may self-insure conditional upon ensuring employee confidentiality. The City shall allow employees to have input.

Retired Employees, subsequent to July 1, 1981, shall continue to be covered by this plan, cost sustained by the City, until the Retired Employee reaches age 65 or is eligible for Medicare. Retired Employees who obtain employment from an employer who provides this type of insurance shall not be covered by the City's plan for duration of such employment.

**Section G – Disability Optical/Dental Option.** All Retirees and persons on disability, as of July 1, 1979, will be given the option of joining the group coverage by paying the cost of the premiums directly to the City for both the optical and dental plans if the insurance carrier will allow this.

**Section H – Other Plans.** The City reserves the right to change any and/or all insurance companies and/or plan(s), providing the replacement program is equal to or better than the program available from the present company. The City may self-insure conditional upon ensuring employee confidentiality. The City shall allow employees to have input.

**Section I - Health Insurance Re-Opener.** The City or the Union may discuss the reopening of the Agreement to address the Patient Protection and Affordable Care Act issues and the State of Michigan PA 152 issues. However, any request to reopen the Agreement by the Union shall not invoke a duty to bargain so long as the City is in Receivership.

**ARTICLE 36**  
**JURY DUTY**

An Employee called for jury duty shall be granted leave of absence for the time spent in such service and shall be paid a sum equal to the difference between his/her normal salary and payment for jury duty.

An Employee subpoenaed as a witness in any court case involving the City of Allen Park shall be paid his/her regular rate of pay for the time spent in court, excepting, however, that no Employee shall be paid more than one time for the same period.

**ARTICLE 37**  
**DISABILITY**

All City Employees who are injured or become ill on duty as per Worker's Compensation law shall be carried on the City payroll at no loss of take-home pay for his/her classification for a period not to exceed one year from date of injury. The Employee shall continue to earn sick leave, vacation leave, longevity pay, hospitalization, life insurance, and seniority rights.

The Employer agrees that during this one (1) year period, the Employee shall receive, in addition to his/her Worker's Compensation income, an amount to be paid by the Employer, sufficient to make up the difference between Worker's Compensation and his/her regular income based upon forty (40) hours/thirty-five (35) hours, whichever is appropriate.

Should an Employee settle a compensation claim with the Employer's Worker's Compensation Insurance Carrier for less than the maximum benefits entitled to be received by said Employee, the obligation of the Employer, under the provisions of this section, shall be reduced proportionately based on a ratio equal to that of the maximum amount recoverable under the applicable Worker's Compensation laws and that actually received in settlement by the Employee.

The City will further agree to a disability pension of two-thirds (2/3) of base salary of an Employee for a total disability. This disability pension shall continue until the disability is removed or the employee reached normal retirement age. At normal retirement age, the Employee shall receive his/her normal retirement. Appropriate language shall be adopted as to medical examinations and operational details.

**ARTICLE 38**  
**EMPLOYEE RECORDS**

The Employee's name, department, title, and salary shall be considered public records and shall be open to inspection during regular working hours in the form and manner prescribed by the Civil Service Commission. All other personnel records shall be held confidential for reasons of public policy. Nothing shall be added to the Employee's records without his/her knowledge.

**ARTICLE 39**  
**TIME CARDS**

The punching in or out of another Employee's time card shall be considered a major infraction by the Employee of his/her duties and obligations to the City, and the City may proceed with disciplinary action.

**ARTICLE 40**  
**WORKPLACE PROVISIONS**

**Section A – Employee Uniforms and Dress Code.** Each Employee of the Department of Public Service unit, the Water unit, the Garage unit, and the Building Maintenance unit shall be furnished the following:

- i. Up to five (5) Uniform changes per week with new uniforms issued yearly.
- **UNIFORMS & DRESS CODE/SAFETY SHOES** – The City agrees to reimburse each Employee up to \$350.00 for steel toe safety shoes/boots during the four year term of this Agreement. Employees will be required to maintain this article at his/her own expense (i.e. repairs, waterproofing etc.). The City will no longer furnish employee jackets.

It is understood that Employees shall wear all supplied uniforms, shoes and any other required safety equipment while working for the City of Allen Park. Employees will wear prescribed clothing as they are designed to be worn as set forth in Article 40, Section D. It is understood that those Employees who do not obtain permission from their supervisor to temporarily modify the dress code will be subject to disciplinary action.

Supplied Clothing/Shoes will be allowed to be worn off duty only one (1) hour before work and one (1) hour after work. If worn off duty, Employee may be subject to disciplinary action.

ii. Under extreme weather conditions, unit stewards and immediate supervisors may mutually agree to the wearing of more or less than issued uniforms.

**Section B – Wash-up Time.** Employees of the Department of Public Services unit, the Water unit, the Garage unit, and the Building Maintenance unit will be permitted ten (10) minutes wash-up time before quitting each day.

**Section C – Restroom and Lunchroom Facilities.** Proper restroom and lunchroom facilities for both male and female Employees as per State Law will be furnished.

**Section D – Health, Welfare, and Safety.** The Union shall participate in the Allen Park Safety Committee and will participate in conjunction with the Risk Manager to provide guidance and assistance for the departments in the development and maintenance of sanitary, medical, heating, lighting, and ventilation standards.

The City and the Union shall continue to develop an active safety committee. All members of this bargaining unit and members of management shall practice and enforce all aspects and recommendations of the adopted Safety Program. Any infractions by any member shall be subject to disciplinary action as prescribed by the Civil Service Rules and Regulations. This includes verbal/written reprimands, suspension and discharge.

**Section E – Training Program.** The City shall have the right to develop a training program with preference being on the basis of seniority, job applicability, and potential use of training. When an Employee holding a position leaves that position for any reason and the City deems special training necessary and/or appropriate, that training shall be provided to the individual who is number one on the appropriate roster provided said Employee is likely to be appointed to and accept said position.

**Section F – Educational Benefits.** Employees who, upon the recommendation of their immediate supervisor and with the approval of the City Administrator, take and complete, with a “C” average, education courses shall be reimbursed for the payment of books and tuition incidental thereto.

**Section G – Technical Skill Allowance.** The City will pay the Office Unit two hundred fifty (\$250.00) dollars per year. This allowance will be paid the first pay period in August.

#### **ARTICLE 41** **REST PERIODS**

All Employees’ work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift.

**ARTICLE 42**  
**JOB CLASSIFICATIONS AND SALARY SCHEDULE**

**Service and Maintenance Classifications**

<b>GRADE</b>	<b>CLASSIFICATION</b>
<b>03</b>	HEAVY EQUIPMENT OPERATOR
	SIGN SHOP FABRICATOR
	TREE TRIMMER/HEO
	BUILDING MAINTENANCE
<b>04</b>	MECHANIC
	METER REPAIRER/MECHANIC
	PUMP STATION OPERATOR
	WATER BOOSTER STATION OPERATOR
<b>PSW GRADE 1*</b>	PUBLIC SERVICE WORKER (HIRED AFTER 04/01/05)
<b>PSW GRADE 2*</b>	MECHANIC METER REPAIRER/MECHANIC PUMP STATION OPERATOR (HIRED AFTER 04/01/05)

**OFFICE CLASSIFICATIONS**

<b>GRADE</b>	<b>CLASSIFICATION</b>
<b>OCW</b>	OFFICE CLERICAL (HIRED AFTER 4/1/05)

**Salary Grade 3 (service and maintenance)**

<b>CONTRACT YEAR</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>
2015-2016	22.32	22.75	23.18
2016-2017	22.88	23.32	23.76
2017-2018	23.45	23.90	24.35
2018-2019	24.04	24.50	24.97

**Salary Grade 4 (service and maintenance)**

<b>CONTRACT YEAR</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>
2015-2016	23.71	24.20	24.69
2016-2017	24.30	24.81	25.31
2017-2018	24.91	25.43	25.94
2018-2019	25.53	26.07	26.59

**PSW Grade 1 (employees hired after 4/1/2005)**

<b>CONTRACT YEAR</b>	<b>HIRE</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>
2015-2016	13.86	14.72	15.57	16.42	17.27	18.04
2016-2017	14.21	15.09	15.96	16.83	17.70	18.49
2017-2018	14.57	15.47	16.36	17.25	18.14	18.95
2018-2019	14.93	15.86	16.77	17.69	18.59	19.42

**PSW Grade 2 (hired after 4/1/2005)**

<b>CONTRACT YEAR</b>	<b>HIRE</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>
2015-2016	18.13	18.98	19.83	20.68	21.54	22.40
2016-2017	18.58	19.45	20.33	21.20	22.08	22.96
2017-2018	19.04	19.94	20.84	21.73	22.63	23.53
2018-2019	19.52	20.44	21.36	22.17	23.20	24.12

**OCW (hired after 4/1/2005)**

<b>CONTRACT YEAR</b>	<b>HIRE</b>	<b>1 YEAR</b>	<b>2 YEAR</b>	<b>3 YEAR</b>	<b>4 YEAR</b>	<b>5 YEAR</b>
2015-2016	13.52	14.36	15.19	16.02	16.85	17.69
2016-2017	13.52	14.36	15.19	16.02	16.85	17.69
2017-2018	13.86	14.72	15.57	16.42	17.27	18.04
2018-2019	14.21	15.09	15.96	16.83	17.70	18.49

**ARTICLE 43  
DIRECT DEPOSIT**

All new Employees hired after ratification of contract must use direct deposit for paychecks.

**ARTICLE 44  
EMPLOYEES EXCHANGE OF POSITION**

Employees may transfer out of departments if two or more qualified Employees are willing to exchange positions. Exchange would follow seniority and position eligibility qualification guidelines. Union to oversee process and option is available once a year. Employees seeking to exchange employment positions must submit such requests no later than seven days prior to June 1.

The Union will submit transfer agreements no later than end of the business day on June 1. This will permit transfers to occur prior to the vacation period commencing on July 1. Otherwise, employees must wait for regular posting of job openings in order to transfer to another position.

**ARTICLE 45**  
**PENSION**

Employees in the unit before April 1, 2005, will be covered by the Allen Park Employees Retirement System regarding General Employees, as amended from time to time, and more specifically as follows:

**Section A. Contribution** – An individual Employee’s contribution to the Retirement System shall be seven (7%) percent on all wages.

**Section B. Pension Formula** – Effective June 30, 2005, the pension multiplier will be 2.90%, and the voluntary retirement age will be fifty-three (53) years of age. For all eligible members of the bargaining Unit, prospectively only after March 28, 2014 the multiplier will be reduced to 2.5% for all years of service.

**Section C. Pension Vesting** – TPOAM bargaining unit employees shall have their pension rights vested 100% when they attain 10 years of membership in the Allen Park Retirement System.

**Section D. F.A.C.** – Final average compensation is to be computed on the average of the highest three (3) consecutive years of service out of the last ten (10) years. (Effective 7/1/93)

**Section E. One-time Change in Payment Option (Pop-Up)** -- An employee, who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree’s spouse shall be eligible to receive said reduced pension income for the remainder of his/her life should the retiree predecease said beneficiary, may, on a one-time basis, revert to 100% of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree’s election of this “Pop-Up” provision, shall be paid by the Employee/Retiree who elects to use said provision.

**Section F. Pension Retirees** – Retired employees shall receive pension benefits per contract in effect at the time of their retirement, or when they reach normal retirement age, or as amended to specifically address said retirees.

**Section G. Retirement Window** – Upon ratification of the contract TPOAM Members, eligible for retirement under the prior eligibility rules, will have six (6) months from the ratification of the agreement to retire with the current contract benefit package. The City has the right to delay retirement for training purposes without the employee losing his right to retire under the previous level of benefits.

**Section H. Health Savings Account Option** – Employees hired after April 1, 2005 are not entitled to defined benefit retiree healthcare but will be allowed to purchase like benefits from the

City, at the time of their retirement, at the City's rate of premium, from their Health Retirement Savings Account.

**Section I. MERS** -- The City may elect to transfer the pension system to the Michigan Employees Retirement System (MERS) maintaining benefits comparable to or better than those currently provided to members by the City of Allen Park Pension System.

**Employees in the unit, hired after April 1, 2005,** will be covered only by the Defined Contribution Plan:

**Section A. A Defined Contribution Plan** – will be established for all new hires, which will be through MERS or another carrier at the City's sole discretion.

**Section B. Contribution** – The contribution rate will be seven percent (7%) for the Employer and five percent (5%) for the Employees.

**Section C. Vesting** – TPOAM bargaining unit employees shall have their pension rights vested 100% when they attain seven (7) years of membership in the Defined Contribution Plan.

**Section D. City to pay Administrative Fees/MERS** – The City of Allen Park will pay all quarterly administration fees for the MERS retirement plan.

#### **ARTICLE 46** **RESIDENCY**

RESIDENCY – Effective July 1, 2002, Employees may live anywhere within the State of Michigan within a 25-mile radius of the City Border.

#### **ARTICLE 47** **FAMILY MEDICAL LEAVE ACT – (FMLA)**

In accordance with the Family Medical Leave Act of 1993 (FMLA), the City of Allen Park has adopted a Family Medical Leave Policy. Use of the FMLA is specified in this policy.

#### **ARTICLE 48** **EMERGENCY MANAGER ORDERS, INCLUDING 2014-043**

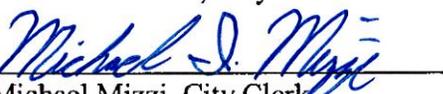
If any conflict exists between this Agreement and an emergency manager order including, but not limited to, EM Order No. 2014-043, the emergency manager order shall control. All functions of the Civil Service Commission which are invoked by any provision of this Agreement during the imposition of EM 2014-043 shall be carried out by the City Administrator or his designee until the emergency manager order is rescinded.

**DURATION**

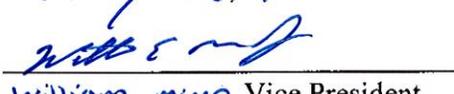
This agreement shall become effective on July 1, 2015, and remain in full force and effect until June 30, 2019, or until a successor agreement is reached. All terms and conditions of the contract will be carried forward as required by law. Either party may give the other party written notice of desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party, in writing, by registered or certified mail thirty (30) days prior to July 1<sup>st</sup> of expiring contract year.

In witness whereof the parties hereto have executed this Agreement on this 3<sup>rd</sup> day of Nov., 2015

**BY THE CITY OF ALLEN PARK**

  
\_\_\_\_\_  
William Matakas, Mayor  
  
\_\_\_\_\_  
Michael Mizzi, City Clerk

**BY TPOAM**

  
\_\_\_\_\_  
Jason M. Locke, President  
  
\_\_\_\_\_  
William Miner, Vice President

 TPOAM  
11-03-15

# **Exhibit 1**



**COAP/DPS/ACTIVE WATER**  
**67920661**  
**0070060290004 - 05FT6**  
**Effective Date: 10/01/2015**

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/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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

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

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

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

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

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

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.

## Eligibility Information

Members	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>Subscriber's legal spouse</li> <li><b>Dependent children:</b> related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage until the end of the year in which they turn age 26</li> </ul>
Sponsored dependents	<ul style="list-style-type: none"> <li>Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.</li> </ul>

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

Benefits	In-network	Out-of-network
Deductible	\$250 for one member \$500 for the family (when two or more members are covered under your contract) each calendar year  <b>Note:</b> Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance abuse services that are equivalent to an office visit and performed in an in-network physician's office.	\$500 for one member \$1,000 for the family (when two or more members are covered under your contract) each calendar year  <b>Note:</b> Out-of-network deductible amounts also count toward the in-network deductible.
Flat-dollar copays	<ul style="list-style-type: none"> <li>\$30 copay for office visits and office consultations</li> <li>\$30 copay for chiropractic and osteopathic manipulative therapy</li> <li>\$150 copay for emergency room visits</li> </ul>	<ul style="list-style-type: none"> <li>\$150 copay for emergency room visits</li> </ul>
Coinsurance amounts (percent copays)	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing care</li> <li>20% of approved amount for mental health care and substance abuse treatment</li> <li>20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office)</li> </ul>	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing care</li> <li>40% of approved amount for mental health care and substance abuse treatment</li> <li>40% of approved amount for most other covered services</li> </ul>
<b>Note:</b> Coinsurance amounts apply once the deductible has been met.		
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - including mental health and substance abuse services - but <b>does not</b> apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	\$1,000 for one member \$2,000 for the family (when two or more members are covered under your contract) each calendar year	\$3,000 for one member \$6,000 for the family (when two or more members are covered under your contract) each calendar year  <b>Note:</b> Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	\$6,350 for one member \$12,700 for the family (when two or more members are covered under your contract) each calendar year	\$12,700 for one member \$25,400 for the family (when two or more members are covered under your contract) each calendar year  <b>Note:</b> Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

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 - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services - one per member per calendar year	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary Sterilization for Females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> <li>• 8 visits, birth through 12 months</li> <li>• 6 visits, 13 months through 23 months</li> <li>• 6 visits, 24 months through 35 months</li> <li>• 2 visits, 36 months through 47 months</li> <li>• Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance)  <b>Note:</b> Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible  <b>Note:</b> Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.

One per member per calendar year

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Benefits	In-network	Out-of-network
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy  <b>Note:</b> Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance.	60% after out-of-network deductible
One per member per calendar year		

### Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$30 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$30 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$30 copay per urgent care visit	60% after out-of-network deductible

### Emergency medical care

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

### Diagnostic services

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

### Maternity services provided by a physician or certified nurse midwife

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

### Hospital care

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

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## Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a <b>participating</b> skilled nursing facility	80% after in-network deductible Limited to a maximum of 120 days per member per calendar year.	80% after in-network deductible
Hospice care	100% (no deductible or copay/coinsurance) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay/coinsurance)
Home health care: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be provided by a <b>participating</b> home health care agency</li> </ul>	80% after in-network deductible	80% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> <li>• must be medically necessary</li> <li>• must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center (AIC)</li> <li>• may use drugs that require preauthorization - consult with your doctor</li> </ul>	80% after in-network deductible	80% after in-network deductible

## Surgical services

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

## Human organ transplants

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

## Mental health care and substance abuse treatment

**Note:** Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health or substance abuse service is considered by BCBSM to be comparable to an office visit, we will process the claim under your office visit benefit.

Benefits	In-network	Out-of-network
<b>Inpatient</b> mental health care and <b>inpatient</b> substance abuse treatment	80% after in-network deductible	60% after out-of-network deductible Unlimited days

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Benefits	In-network	Out-of-network
Residential psychiatric treatment facility: <ul style="list-style-type: none"> <li>covered mental health services <b>must</b> be performed in a residential psychiatric treatment facility</li> <li>treatment <b>must</b> be preauthorized</li> <li>subject to medical criteria</li> </ul>	80% after in-network deductible	60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	80% after in-network deductible	80% after in-network deductible in participating facilities <b>only</b>
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities <b>only</b>	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

## Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization  <b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	Not covered	Not covered
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

## Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)  <b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.  <b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	<ul style="list-style-type: none"> <li>80% after in-network deductible for diabetes medical supplies</li> <li>100% (no deductible or copay/coinsurance) for diabetes self-management training</li> </ul>	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$30 copay per visit  Limited to a <b>combined</b> 24-visit maximum per member per calendar year	60% after out-of-network deductible
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible  Limited to a <b>combined</b> 60-visit maximum per member per calendar year	60% after out-of-network deductible  <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment  <b>Note:</b> DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	80% after in-network deductible	80% after in-network deductible

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**Benefits**

Prosthetic and orthotic appliances  
Private duty nursing care  
Prescription drugs

**In-network**

80% after in-network deductible  
50% after in-network deductible  
Not covered

**Out-of-network**

80% after in-network deductible  
50% after in-network deductible  
Not covered

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# **Exhibit 2**

## Dental Coverage

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. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

### Network access information

With Blue Dental PPO Plus, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Blue Dental PPO network.<sup>1</sup>

**Blue Dental PPO network-** Blue Dental members have unmatched access to PPO dentists through the Blue Dental PPO network, which offers more than 260,000 dentist locations<sup>2</sup> nationwide. PPO dentists agree to accept our approved amount as full payment for covered services - members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit [mibluedentist.com](http://mibluedentist.com) or call **1-888-826-8152**.

<sup>1</sup>Blue Dental uses the Dental Network of America (DNoA) Preferred Network for its dental plans.

<sup>2</sup>A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices would be two dentist locations.

**Blue Par Select<sup>SM</sup> arrangement-** Most non-PPO dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services - members pay only applicable coinsurance and deductibles. To find a dentist who may participate with BCBSM, please visit [mibluedentist.com](http://mibluedentist.com).

**Note:** Members who go to nonparticipating dentists are responsible for any difference between our approved amount and the dentist's charge.

## Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>Subscriber's legal spouse</li> <li><b>Unmarried</b> dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for dental coverage through the end of the calendar year in which they turn age 19, provided all eligibility requirements are met.</li> </ul>

## Member's responsibility (deductible, coinsurance and dollar maximums)

Benefits	Coverage
Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	None (covered at 100%)
<ul style="list-style-type: none"> <li>Class I services</li> </ul>	
<ul style="list-style-type: none"> <li>Class II services</li> </ul>	30%
<ul style="list-style-type: none"> <li>Class III services</li> </ul>	30%
<ul style="list-style-type: none"> <li>Class IV services</li> </ul>	50%
Dollar maximums	\$1,500 per member
<ul style="list-style-type: none"> <li>Annual maximum for Class I, II and III services</li> </ul>	
<ul style="list-style-type: none"> <li>Lifetime maximum for Class IV services</li> </ul>	\$1,500 per member

## Class I services

Benefits	Coverage
Oral exams	100% of approved amount <b>Note:</b> Twice per calendar year
A set (up to 4 films) of bitewing x-rays	100% of approved amount <b>Note:</b> Twice per calendar year
Panoramic or full-mouth x-rays	100% of approved amount <b>Note:</b> Once every 60 months
Dental prophylaxis (teeth cleaning)	100% of approved amount <b>Note:</b> Twice per calendar year

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Benefits	Coverage
Pit and fissure sealants- for members age 19 and younger	100% of approved amount <b>Note:</b> Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Palliative (emergency) treatment	100% of approved amount
Fluoride treatments	100% of approved amount <b>Note:</b> Two per calendar year
Space maintainers - missing posterior (back) primary teeth - for members under age 19 and younger	100% of approved amount <b>Note:</b> Once per quadrant per lifetime

## Class II services

Benefits	Coverage
Fillings -permanent (adult) teeth	70% of approved amount <b>Note:</b> Replacement fillings covered after 24 months or more after initial filling
Fillings- primary (child) teeth	70% of approved amount <b>Note:</b> Replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer restorations - permanent teeth - for members age 12 and older	70% of approved amount <b>Note:</b> Once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	70% of approved amount <b>Note:</b> Three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	70% of approved amount
Root canal treatment- permanent tooth	70% of approved amount <b>Note:</b> Once every 12 months for tooth with one or more canals
Scaling and root planing	70% of approved amount <b>Note:</b> Once every 24 months per quadrant
Limited occlusal adjustments	70% of approved amount <b>Note:</b> Limited occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	70% of approved amount <b>Note:</b> Once every 12 months
General anesthesia or IV sedation	70% of approved amount <b>Note:</b> When medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	70% of approved amount <b>Note:</b> Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	70% of approved amount <b>Note:</b> Once per arch in any 36 consecutive months
Tissue conditioning	70% of approved amount <b>Note:</b> Once per arch in any 36 consecutive months

## Class III services

Benefits	Coverage
Removable dentures (complete and partial)	70% of approved amount <b>Note:</b> Once every 60 months
Bridges (fixed partial dentures) -for members age 16 and older	70% of approved amount <b>Note:</b> Once every 60 months after original was delivered
Endosteal implants -for members age 16 or older who are covered at the time of the actual implant placement	70% of approved amount <b>Note:</b> Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

## Class IV services - Orthodontic services for dependents under age 19

Coverage	In-network
Minor treatment for tooth guidance appliances	50% of approved amount

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**Coverage**

**In-network**

Minor treatment to control harmful habits	50% of approved amount
Interceptive and comprehensive orthodontic treatment	50% of approved amount
Post-treatment stabilization	50% of approved amount
Cephalometric film (skull) and diagnostic photos	50% of approved amount

**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins.

# **Exhibit 3**

## Vision Coverage

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. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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

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

### Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	<b>Combined \$10 copay</b>	Member responsible for difference between approved amount and provider's charge, after \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, after \$10 copay

**Note:** No copay is required for prescribed contact lenses that are not medically necessary.

### Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$35 less \$5 copay (member responsible for any difference)

One eye exam in any period of 12 **consecutive** months

### Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
<b>Standard</b> lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$10 copay (one copay applies to <b>both</b> lenses and frames)	Reimbursement up to approved amount based on lens type less \$10 copay (member responsible for any difference)
<b>Note:</b> Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor	One pair of lenses, with or without frames, in any period of 24 <b>consecutive</b> months	
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$10 copay (one copay applies to <b>both</b> frames and lenses)	Reimbursement up to \$45 less \$10 copay (member responsible for any difference)
<b>Note:</b> All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	One frame in any period of 24 <b>consecutive</b> months	

### Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$10 copay	Reimbursement up to \$210 less \$10 copay (member responsible for any difference)

One pair of contact lenses in any period of 24 **consecutive** months

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**Benefits**

Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)

**VSP network doctor**

\$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)

**Non-VSP provider**

\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)

One pair of contact lenses in any period of 24 **consecutive** months