

Collective Bargaining
Agreement
between the
City of Westland
and the
Westland Professional
Fire Fighters

July 1, 2020 through June 30, 2025

WPFF COLLECTIVE BARGAINING AGREEMENT

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**CONTRACT BETWEEN THE CITY OF WESTLAND AND THE
WESTLAND PROFESSIONAL FIRE FIGHTERS
JULY 1, 2020- JUNE 30, 2025**

ARTICLE 1 - DURATION, PURPOSE, DEFINITIONS AND COVERAGE

A. DURATION OF CONTRACT

This Agreement effective July 1, 2020, by and between the City of Westland, a Michigan Municipal Corporation, hereinafter referred to as the City or Employer, and Local 1279 of the International Association of Firefighters, hereinafter referred to as the Union or Association, shall be binding upon the respective parties hereto until June 30, 2025. In the event negotiations extend beyond the expiration of this Agreement, its terms and conditions shall remain in full force and effect pending reaching a successor agreement.

B. PURPOSE

The parties hereto have entered into this Agreement to incorporate understandings previously reached and other matters into a formal contract pursuant to the authority of Act 379 of the Public Acts of Michigan of 1965, as amended; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public firefighting service; and to provide an orderly and equitable means of resolving future differences between the parties.

C. DEFINITIONS

“City” shall include the elected and appointed representatives of the City of Westland, Wayne County, Michigan.

“Union” shall include the officers and members of the Union. Whenever the singular number is used, it shall include the plural.

“Paramedic” shall refer to a Michigan State Licensed EMT-P who also meets all state and HEMS requirements, including Advanced Cardiac Life Support (ACLS) Certification.

“Specialist” shall refer to a Michigan State Licensed EMT-S who also meets all state and HEMS requirements.

“EMT Basic” shall refer to a Michigan State Licensed Emergency Medical Technician- Basic who also meets all state and HEMS requirements.

D. COVERAGE

1. This Agreement shall be applicable to all employees of the Fire Department of the City, but excepting the Chief and the Deputy Chief thereof and also excepting civilian employees of the Fire Department. This Agreement shall also be applicable to new hire probationary employees, who shall be bargaining unit members pursuant to Article 2, section A, for purposes of collective

bargaining. For purposes of discipline or discharge, new hire probationary employees shall have access to the grievance procedure through and including only Step 3 or may appeal such discipline or discharge to the Police and Fire Civil Service Commission pursuant to Act 78.

2. All changes in this Agreement shall be effective on the date of this Agreement unless otherwise stated. Retroactive pay raises shall be made as quickly as possible.
3. All other items of the Agreement shall be continued in their present language unless changed by this Agreement or unless changes were previously agreed to by the parties.

E. OTHER AGREEMENTS

The City shall not enter into any agreements with its Fire Department employees individually or collectively or with any other organization which in any way conflict with the provisions hereof.

F. MUTUAL AID

1. The City agrees to meet with bargaining representatives of the Union before entering into any future mutual aid pacts for the purpose of discussing and evaluating the provisions of such proposed pacts. However, it is expressly agreed and understood, that this provision shall not be construed so as to preclude or bar the City from entering into any future mutual aid pacts with any governmental units or agencies not presently party to any mutual aid pact with the City of Westland.
2. The City agrees to meet with bargaining representatives of the Union before changing existing mutual aid pacts. This provision shall not apply to any mutual aid pacts to which the City is now party to that may in the future be renewed or extended.
3. In the event that it appears that a participating city is unable to fulfill its responsibilities under a mutual aid pact, the City agrees to meet with union representatives to discuss the problem, provided that said discussions shall not be construed or implied to impose any obligation on the part of the City to terminate or breach a mutual aid pact with any said city.

G. SAVINGS CLAUSE

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

ARTICLE 2 - AGENCY SHOP-DUES DEDUCTION

A. RECOGNITION

The City recognizes the Union as sole and exclusive bargaining representative of the employees of the Fire Department. Employees who do not wish to join the Union need not do so providing they comply with Article 2-B.

B. DUES DEDUCTION

1. The City will deduct, as dues, from the pay of each employee from whom it receives authorization to do so. The authorization will state the required amount to be deducted as dues. One deduction shall be made from the employee's pay in a calendar month. If the employee has no pay for such pay period, such dues shall be deducted from his/her pay in subsequent pay periods in such calendar month.
2. The City will deduct from the pay of the employees in any month, only the Association Membership dues becoming due and payable in the month. Any duplication of payment will be the liability of the employee and the Association. Said membership dues and assessments shall be forwarded to the Association within seven (7) days from the day the affected paychecks are issued.
3. The Association will notify the City in writing of any changes of dues thirty (30) days prior to the effective date of such changes.
4. Any permanent employee who is not a union member, shall, as a condition of employment, pay to the Union a service fee proportional to the collective bargaining costs of the Union, including the cost of negotiation and administration of contracts, the amount of which fee the Union shall certify to the employer. This shall not apply to the Chief or Deputy Chief.

C. OTHER ORGANIZATIONS

Employees may belong to other organizations but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions or employment or in derogation of the exclusive bargaining agency of this Union.

ARTICLE 3 - UNION ACTIVITIES

A. GENERAL

Employees and their Union Representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective negotiation or bargaining or other mutual aid purpose, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation or public employment or their betterment, all free from any and all restraint, interference, correction, discrimination or reprisal.

B. RELEASE TIME

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Union responsibilities, including negotiations with the City, processing of grievances, and administration and enforcement of the agreement. The Association shall notify the City of the names and titles of their representatives within one week after their appointment. No representative will be permitted to act as such until the City is advised that the person has become a representative.

1. Three (3) paid release days shall be granted a properly designated delegate or alternate to the National I.A.F.F. biennial Convention. No more than two (2) union representatives (either delegates or alternates) shall be eligible for paid release on any work day.
2. Time off with pay, shall be granted to no more than two (2) properly designated delegates and alternates per shift to attend the MPFFU biennial State convention.
3. Employees may use Personal Leave, Vacation Days, Compensatory Time, or Trade Days to attend the aforementioned conventions.
4. Time off, with pay, shall be granted for Executive Board members to attend 4th District meetings.
5. Each union executive board member shall be granted twenty-four (24) hours of paid union release time per contract year. The release time shall only be used for official union business (not for attendance at a convention), and must be approved by the Chief of the Department prior to use.

C. BULLETIN BOARDS

The Union shall be provided suitable bulletin boards, including at least one (1) at each Fire Station, for the posting of Union notices or other materials relating to the activities of the Union. Such boards shall be identified with the name of the Union. The Union shall designate, in writing, persons currently responsible for such boards, who shall maintain such boards in a neat manner.

D. MEETINGS

Union Meetings will be held at a Union Selected Fire Station on the third Wednesday of each month (except the November meeting which shall be the first Wednesday of the month) at 8:30 a.m. The employer shall not schedule training, public education or other, non-emergency events during the a.m. hours of Union Meeting days. In the event that a scheduling conflict occurs, the employer shall provide the Union with written notice, one week in advance, and the meeting will be moved as defined in the Union's Constitution and by-laws.

E. VISITS BY ASSOCIATION REPRESENTATIVES

The employer agrees that accredited representatives of the Association, State, County, District or International Representatives, shall have full and free access to the premises of the employer at any time during working hours, to conduct union business pertinent to the facility upon notifying the Chief of the Department. The understanding being that in no way will emergency service be disrupted.

F. SPECIAL CONFERENCES

1. Special conferences for matters other than grievances will be arranged between the Union President and the employer or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the employer and at least two (2) representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matter (s) to be taken up at the meeting shall be presented at the time the conference is requested in writing. Special conferences shall be held at a time mutually

agreeable to the parties. Association members shall not lose any time or pay in the event such special conferences are held during the members working hours.

2. Any employees subject to reprimand or other disciplinary action, written or oral, shall be so advised and may request the presence of an Association representative.
3. Contract bargaining sessions shall be held at a mutually agreeable time. Agreement as to time and place must come from a majority of the Bargaining Committee of the Union.

G. FILE SPACE

The Association shall be provided suitable space at Station Number 1 for files and office equipment so long as normal station operations are not impeded.

H. COPIES OF CONTRACTS

The City shall provide each Executive Board member, and each fire station with a copy of this Agreement within thirty (30) days from ratification.

I. BARGAINING COMMITTEE

The Union Bargaining Committee shall consist of four (4) Union representatives and legal counsel.

ARTICLE 4 - CITY'S RESPONSIBILITIES

It is recognized by the parties that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are:

All rights involving public policy, the right to decide the number and location of stations, and the maintenance and repair thereof, and the right to assign personnel to various stations, together with the selection, procurement, designing, engineering and control of equipment and materials. It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge, assign, promote or transfer to determine the hours of work and to relieve employees from duty because of the lack of work are solely the responsibilities of the City. The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain thereto.

The Employer shall not institute a volunteer or part paid fire fighter program.

ARTICLE 5 - STRIKES AND LOCKOUTS

It is mutually agreed between the parties hereto that the Association will not call, authorize or participate in any strike during the term of this Agreement and that the City will not engage in any lockout of employees during the term of said Agreement.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. PURPOSE

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed as limiting the right of any firefighter with a grievance to discuss the matter informally with any appropriate member of the Administration.

B. DEFINITION

1. A "Grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which a firefighter works allegedly caused by a violation, difference or dispute as to the meaning or application of the provisions of this Agreement or existing laws.
2. The term "Employee" includes any individual or group who is a member of the bargaining unit covered by the contract.
3. The term "Grievance Processor" refers to the person appointed by the Union who verifies the legitimacy of the grievance, ensures accuracy, and assigns the grievance number. This person shall also submit the grievance to Step # 1 of the grievance process.
4. Any reference to working days shall be applicable to the work schedule of the aggrieved.

C. PROCEDURE

1. A grievance may be presented at the lowest possible level for discussion and informal resolution. If informal resolution does not take place at the lowest level then the next practical level of informal resolution shall be sought.
2. The time spent at seeking an informal resolution shall not be counted against the time limits, which are defined in Article 6, F. 1. In order to document that informal resolution is being sought either the company officer or shift commander must place an entry in their daily report. If informal resolution is being sought through the Deputy Chief of Chief, no such entry must be made in a daily report.
3. A claim which cannot be settled equitably through informal discussion may be submitted as a written grievance as follows:

Step 1

Any employee who feels aggrieved may present his/her type written or computer generated written grievance to his/her shift commander. Once the written grievance has been presented to the employee's shift commander, the shift commander will within ten (10) calendar days meet and discuss the grievance with the grievant and the Grievance Processor. Within ten (10) calendar days after such a meeting, the shift commander shall answer the grievance in writing to the Grievance Processor with a copy to the President of the Association, the grievant, the shift commander and the Chief of the Department.

Step 2

If the grievance is still unsettled, the grievance committee member, the aggrieved and the President of the Association, or his/her designated representative may, within ten (10) calendar days, after the shift commander's response is due, appeal it to the Chief of the Department or his/her designated representative. The Chief of the Department will within ten (10) calendar days, meet and discuss the grievance with the Grievance Processor, the grievant and the President of the Association. Within ten (10) calendar days after such meeting, the Chief of the department shall answer the grievance in writing to the President of the Association, with a copy to the grievant and the Grievance Processor.

Step 3

If the grievance is still unsettled, the President of the Association may appeal the grievance to the Director of Personnel within ten (10) calendar days of receipt of the Department Chief's answer. The Director of Personnel or his/her designated representative, shall within ten (10) calendar days of such appeal meet with the grievance committee member, the aggrieved and the President of the Association or his/her designated representative. The Director of Personnel shall give his/her written, dated and signed disposition of the grievance within ten (10) calendar days after such a meeting to the President of the Association.

Step 4

If after receiving the grievance, the Association feels the disposition is still not satisfactory, it may within thirty (30) calendar days after the answer is due, and by written notice to the other party, request arbitration. Within ten (10) days following the notice of arbitration, both parties will attempt to select an Arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an Arbitrator, within ten (10) days, the Association will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the Arbitrator. Parties may mutually agree to utilize MERC in lieu of the American Arbitration Association on a case-by-case basis. The Arbitrator so selected under either procedure will hear the matter promptly and will issue his/her decision no later than thirty (30) days from the date of the close of the hearings. The Arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning and conclusion on the issue submitted.

The power of the Arbitrator stems from this Agreement and his/her function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. With respect to arbitrations involving the discipline or discharge of employees, the Arbitrator shall determine if the discharge or discipline was for just cause; and he/she may review the penalty imposed and if he/she shall determine it to be inappropriate and /or unduly severe, he/she may modify it accordingly. The Arbitrator shall have the authority in cases concerning discharge, discipline and /or other matters, if he/she shall so determine, to order the payment of back wages and compensation for an employee, which the employee would otherwise have received. The Arbitrator's award shall be final and binding on the parties and affected employees. The above grievance procedure shall be exclusive of the procedures of Act 78, P.A. 1935, as amended, and

the employee or Union acting on behalf of the employee or employees, shall not utilize Act 78 procedures after proceeding through the above grievance procedures to arbitration.

D. APPEAL TO POLICE AND FIRE CIVIL SERVICE COMMISSION

Step 1

If the grievance is not adjusted at the third (3rd) step, as to any matter recognizable under the provision of Act 78, P.A. 1935, as amended, and the member believes that he/she has grounds for appeal, the member shall give the Police and Fire Civil Service Commission written notice, with a copy to the City Director of Personnel, of the unadjusted grievance, on forms supplied by the Association.

Step 2

This appeal shall take place within thirty (30) calendar days after the member has been furnished with the written decision of the City's representative on the Pre-Arbitration Panel.

Step 3

In the event the Police and Fire Civil Service Commission does not make an adjustment of the grievance satisfactory to the member, he/she shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.

E. MISCELLANEOUS

1. No grievance, verbal or written, withdrawn or dropped by the member or Association or granted by the City, prior to the final step of the grievance procedure, will have any precedent value.
2. The Association shall have the right, through its Executive Board to file a grievance directly with the Chief of the Fire Department at Step 2 of the grievance procedure if the Executive Board and/or the Association believe that the alleged violation affects the members of the entire bargaining unit. In such a case, the Association shall be deemed to be the grievant.
3. During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
4. There shall be no reprisals of any kind by administrative personnel taken against the grievant, or any party in interest or his/her Association representative, any member of the Grievance Committee, or any other participant in the procedures set forth herein by reason of such participation.
5. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
6. The costs for the Arbitrator's services, including his/her expenses, shall be borne equally by the parties. Each party shall pay for its own expenses.

7. All members of the Executive Board and/or the Grievance Committee called back by the Chief or Shift Commander (by direction of the Chief) from off duty for any grievance or Association business shall be compensated at the rate of time and one-half with a minimum of two hours.

F. TIME LIMITS

1. Time Limits: No grievance or claim shall be valid unless same is presented and filed within thirty (30) calendar days after the occurrence or within thirty (30) days after the matter shall become known to the employee and/or the Union. Any claim or grievance not filed within the prescribed time limit, or not pursued in a timely manner in accordance with the time limits as set forth in this Article, shall be barred and held for naught.
2. Retroactivity on Claims for Back Pay:
 - a. The City shall not be required to pay back wages more than thirty (30) calendar days prior to the date a written grievance is filed; provided, however, that in the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, adjustments may be retroactive to the beginning of the pay period covered by such pay, so long as the employee has filed his/her grievance thirty (30) calendar days after receipt of such pay.
 - b. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less compensation, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been otherwise earned.

G. TIME LIMITS BETWEEN STEPS

1. If the deadline date for a response by the City or the Union under this Article falls upon a day when City offices are closed, the deadline shall be the next business day.
2. Time limits between the various steps may be waived and/or extended by mutual written agreement.

ARTICLE 7 - WAGES, REIMBURSEMENTS AND PAY

A. COURT APPEARANCE (DUTY RELATED)

1. Any employee called to appear or testify in Court on an off-duty day in his/her official capacity as related to this Department shall receive overtime pay in accordance with Article 7, Section R, 1&2.

B. FOOD ALLOWANCE

1. Effective July 1, 2017 the City shall provide \$1,500 in annual food allowance for each firefighter assigned to a 50.4 hour workweek, payable quarterly.
2. Each employee working a 50.4 Hour workweek shall participate in the food allowance program.
3. No meals may be taken outside the station.

4. No lunches will be carried by any Firefighter to be consumed while on duty; and all Firefighters shall participate in the on-the-job meal program and in proper housekeeping of the facilities of the Fire Department.
5. It is the intent of the food allowance program to compensate firefighters for meals which must be consumed while on duty.
6. Due to employees becoming eligible for food allowance once they start the 50.4 hour shift, all employees first Food Allowance check shall be prorated daily from their start date. Employees on a 50.4 hour shift who terminate or retire shall be paid a prorated daily portion on their final check, from the beginning of that quarter to their termination/retirement date.

C. HOLIDAY PAY

1. The following shall constitute the recognized holidays for which all firefighters assigned to a 50.4 Hour workweek will be paid:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. Presidents Day
 - d. Good Friday
 - e. Easter Sunday
 - f. Memorial Day
 - g. Independence Day
 - h. Labor Day
 - i. Patriot Day
 - j. Veterans Day
 - k. Thanksgiving Day
 - l. Day after Thanksgiving Day
 - m. Christmas Eve Day
 - n. New Year's Eve Day
 - o. Christmas Day
2. All firefighters on a 50.4 Hour schedule shall receive fifteen (15) days' pay at one- half (1/2) their current daily rate for the fifteen (15) holidays listed above. Such payment shall be payable annually as part of the last payroll, in November, and shall be payable whether or not the employee has worked a holiday. The payment of holidays shall be for the current calendar year.
3. 40 Hour Personnel shall be allotted one hundred forty (140) hours of Holiday Pay per year at their current daily rate. Each holiday, unless otherwise designated, shall be eight (8) hours. The recognized holidays for 40 Hour personnel are:
 - a. New Year's Day
 - b. Martin Luther King Day
 - c. Lincoln's Birthday
 - d. Washington's Birthday
 - e. Good Friday (4 Hours)
 - f. Easter Sunday

- g. Memorial Day
- h. Independence Day
- i. Labor Day
- j. Patriot Day
- k. Columbus Day
- l. General Election Day
- m. Veteran's Day
- n. Thanksgiving Day
- o. Day after Thanksgiving Day
- p. Christmas Eve Day
- q. Christmas Day
- r. New Year's Eve Day

4. 40 Hour employees are expected to work on the following holidays unless otherwise scheduled off duty (e.g. compensation time, personal leave, etc.):

- a. Martin Luther King Day
- b. Lincoln's Birthday
- c. Washington's Birthday
- d. Good Friday (4 Hours)
- e. Columbus Day
- f. General Election Day
- g. Veteran's Day
- h. New Year's Eve Day

5. Employees hired after January 1st of any given calendar year shall receive payment for all holidays from hire date through December 31st on their first holiday check paid the first payroll in November. New employees hired between the first payroll in November and the end of the calendar year shall receive payment for any holidays between their hire date and December 31st on their first paycheck. Employees who terminate or retire prior to November shall be paid the holidays for any given calendar year, from January 1st through termination/retirement date, on their final check. Since Holiday pay is paid the last payroll in November and includes the December holidays, if an employee retires/ terminates between the date he/she received the holiday pay and the end of the calendar year, any holidays paid between that time that the employee should not have received shall be paid back to the City by a payroll deduction on his/her final check.

D. JURY DUTY PAY

Employees called for jury duty shall be paid as follows:

1. If scheduled for jury duty on a duty day, the employee shall be released from duty for the time period required to serve on the jury.
2. Employees called for jury duty shall be paid the regular day's pay for each duty day they are acting as jurors.

3. The employee shall return to duty at the end of the jury duty day, unless they have been assigned a case which will resume the next day. In that event, the employee shall be released for the balance of shift.
4. The employee must provide proof of jury duty service.
5. Any jury pay received by the employee, for jury service on a regularly scheduled duty day, shall be given to the City of Westland.

E. MILEAGE

Mileage shall be compensated to all employees by the receipt of a mileage bonus. The mileage bonus shall be fifty (\$50.00) dollars per contract year, and shall be paid once per year, on the first payday in July. The bonus shall be considered as adequate compensation for all use of a private vehicle, except for special circumstances where use of a private vehicle is approved for attendance at a department- related function outside a 60 mile radius from the City of Westland. In that event, round trip mileage from the station, which is in excess of 120 miles, shall be paid at the prevailing recognized IRS rate for mileage reimbursement.

The Mileage Bonus is paid the first payroll in July for the prior fiscal year. New employees, hired after the first payroll in July of said fiscal year, will receive a prorated amount of their mileage bonus from hire date through the following June 30th. An employee that terminates employment or retires prior to July 1st, shall have the mileage bonus prorated from the previous July 1st through their termination/retirement date. These employees will receive the prorated portion on their final check.

F. PROMOTIONAL WAGE

On promotion the employee shall receive full pay for that rank.

G. SERGEANT APPARATUS SUPERVISOR BONUS

1. The position of Sergeant Apparatus Supervisor will be open for bid to all Driver- Engineer Sergeants on each respective platoon each bid period. The position will be awarded to the bidding Driver-Engineer Sergeant with the highest seniority on his/her respective platoon.
2. Sergeant Apparatus Supervisor bonus shall be calculated as eight percent (8%) of Sergeant's base pay, payable quarterly, on the same schedule as food allowance.
3. Sergeant Apparatus Supervisors who serve less than the normal bid period (due to promotion, reassignment, retirement, etc.) shall only be entitled to a pro-rata share of the Sergeant Apparatus Supervisor bonus
4. Effective July 1, 2014 if at such time the department promotes to the position of Battalion Chief Apparatus Supervisor according to the Rules and Regulations of the Department, The City will no longer be obligated to pay the Sergeant Apparatus Supervisor bonus to any employee.

H. PARAMEDIC ALLOWANCE PAY

1. Effective January 18, 2022 Paramedic Allowance Pay shall be paid as follows ~~for employees hired before November 1, 2014~~, effective for personnel certified as:
EMT Paramedic \$4,500, **EMT BASIC \$1,000**
2. The City will provide training as necessary to maintain EMT personnel as EMT-Basic and Paramedic certified.
3. The EMT/EMS payment shall be payable on the second payday of each July. In the event an employee leaves the City's employment for any reason, the employee shall return to the City pro-rata portion of that year's EMT/EMS bonus to be prorated by the day for each day on the payroll for that contract year. Any employee who is not on the payroll shall receive a pro-rata amount when the employee becomes certified.
4. ~~Effective January 18, 2022 paramedic employees hired on or after November 1, 2014 shall receive \$2,000 annually for Paramedic Allowance pay. EMT-Basic shall receive \$1,000 annually.~~

I. ADVANCED LIFE SUPPORT ASSIGNMENT PAY

Advanced Life Support (ALS) Assignment pay shall be as follows:

1. For those hired before November 1, 2014, certified, assigned, and acting on duty as an EMT-P, for all hours worked by the employee in capacity of an ALS provider: (a) shall receive an additional ten percent (10%) of the hourly base pay when assigned to a transporting ALS unit; or (b) an additional five percent (5%) of the hourly base pay when assigned to a non-transporting ALS unit.
2. ~~For those hired after November 1, 2014, certified, assigned, and acting on duty as an EMT-P, for all hours worked by the employee in the capacity of an ALS provider shall receive an additional five percent (5%) of the hourly base pay, whether assigned to a transporting or non-transporting ALS unit.~~
3. Those ~~hired before November 1, 2014~~ with EMT-Basic, EMT-Specialist or EMT- Paramedic certification shall receive a minimum annual (July 1 to June 30) ALS assignment payment under paragraphs 1 and 2 above, of \$2,000. Effective July 1, 2005, such employees duly promoted to the rank of Captain and above (not by upgrade) shall receive this \$2,000 minimum annual ALS payment in addition to such hourly payments that they may receive pursuant to paragraphs 1 and 2 above. Battalion Chief and above (not by upgrade) shall receive an additional \$2,500 for ALS assignment payment. Said payments shall be made on the second pay day in August for the previous year.
4. During the term of this contract, the City may direct that non-transporting ALS units (ALS engines) be implemented using current equipment and vehicles. The City may phase in new ALS engines as the department procures new equipment and vehicles according to its ordinary schedules and procedures. Whether and when to implement or discontinue one or more ALS engines shall be exclusively reserved to the City.

5. Advanced Life Support Assignment Pay is paid the second payroll in August for the preceding year. Employees who terminate or retire that are eligible for Advanced Life Support Assignment Pay shall be due payment prorated back to the August that precedes their termination/retirement date. These employees will receive the prorated portion on their final check.

J. UNIFORMS

1. Uniform Allowance

- a. Each employee shall receive a Uniform Allowance in the amount of \$1,500, on the first payday of October for the care, refurbishing and maintenance of their clothing. This amount will cover loss or damage to all personal clothing or personal property.
- b. Clothing allowance will be paid for the previous twelve (12) months service, and shall be computed at the rate of 1/12 of the annual amount for each month of service.
- c. Following successful completion of probation, each employee in the Firefighting Division, shall be supplied with a complete dress uniform. This shall include a cap, shirt, tie, pants, belt, dress shoes, and all necessary hardware to complete said uniform (e.g. badge, buttons, service stars, etc.). The employee shall be responsible for maintenance of same.
- d. Following successful completion of six (6) months of promotional probation, each new member of the 40 Hour division shall be supplied with a winter jacket (if different from the Firefighting Division winter jacket) which is approved by the Chief for use by 40 Hour personnel.
- e. If uniforms are changed, the City shall supply each firefighter with the initial change.
- f. Following six months of service all probationary employees, shall be supplied with one (1) winter jacket at the departments expense.

2. Protective Clothing

The City shall furnish all protective clothing required by employees. The City shall replace or repair clothing/equipment as needed. If an employee wishes to appeal the Fire Chief's denial of a request to replace or repair protective clothing or equipment, he may do so to the Safety Committee whose decision shall be final for clothing/equipment costs up to two thousand five hundred (\$2,500) dollars. The City will replace turnouts and SCBA at least every 10 years. Suppression employees will retain their replaced turnout gear for use as backup gear.

3. Stolen Equipment or Gear.

The City shall replace, at its expense, any gear or uniform items stolen from Department vehicles or vacated Department buildings.

K. UPGRADE PAY

1. All employees with more than two (2) years department seniority, who have successfully completed their department or promotional probation, shall be eligible for upgrade.
2. Upgrade pay shall be calculated as ten percent (10%) of that person's hourly rate for base pay, times the number of hours worked in that higher classification.
3. Upgrade pay shall be paid for all hours worked in the upgrade position.
4. While assigned to a transporting ALS unit, an employee shall not receive both upgrade pay and hourly ALS pay concurrently. In this situation, the employee shall receive ALS pay or upgrade pay, whichever is greater.
5. While assigned to a non-transporting ALS engine, if an employee is working concurrently as an EMT-P and out-of-class upgrade, they shall receive the ten percent (10%) upgrade pay and (5%) ALS assignment pay.

L. ~~WAGES~~

	7/1/2020	7/1/2021	7/1/2022	7/1/2023	7/1/2024
	2%	2%	2%	2%	2%
FF Start	\$41,357	\$42,184	\$43,028	\$43,889	\$44,767
FF 6 Months	\$43,327	\$44,194	\$45,078	\$45,980	\$46,900
FF 1 Year	\$45,297	\$46,203	\$47,127	\$48,070	\$49,031
FF 2 Year	\$49,235	\$50,220	\$51,224	\$52,248	\$53,293
FF 3 Year	\$53,177	\$54,241	\$55,326	\$56,433	\$57,562
FF 4 Year	\$57,114	\$58,256	\$59,421	\$60,609	\$61,821
FF 5 Year	\$61,054	\$62,275	\$63,521	\$64,791	\$66,087
FF 6 Year	\$64,993	\$66,293	\$67,619	\$68,971	\$70,350
FF 7 Year	\$70,547	\$71,958	\$73,397	\$74,865	\$76,362

Please see LOU after
signature page for
current Wages

~~Paramedics with prior full time paramedic experience for any political subdivision of the State of Michigan will be granted one third (1/3) credit for years and months of service on the listed wage scale. Up to two years on the scale can be credited. In order to qualify for additional months/years of credit on the Wage Scale outlined in Article 7(L) of the CBA, paramedics with prior full time paramedic experience must provide the Personnel/Human Resource Department with a "Previous Work Experience Letter" from their previous employer(s) within 120 days of their effective date of employment or upon ratification of this agreement, January 18, 2022 with the City of Westland.~~

M. OFFICER WAGE DIFFERENTIAL

Effective July 1, 1998, an eleven percent (11%) wage differential shall be maintained between a ~~seven (7) year top pay~~ Firefighter and a Driver-Engineer Sergeant. Also effective July 1, 1998, a nine percent (9%) wage differential shall be maintained between a Driver- Engineer Sergeant and a Captain. A nine percent (9%) wage differential shall be maintained between a Captain and a Battalion Chief. A nine percent (9%) wage differential shall be maintained between a Battalion

Chief and an Assistant Chief. A minimum of 3% wage differential shall be maintained between an Assistant Chief and a Deputy Chief. The Deputy Chief of the Fire Department shall not have a wage less than that of Deputy Chief in the Police Department.

N. MISCELLANEOUS

Any member of the Union required, during his/her leave days, to make trips to the Department tailor, Department physician, or the Chief's office (including City Offices) shall be paid according to Article 7, Section R, 1 & 2.

O. PAYROLL DEDUCTIONS

The City Finance Department shall take the necessary steps to allow, at the employee's request, and to the extent that the law permits, deductions to be made from paychecks for credit union deposits or payments, special insurance, saving bonds, separate segregated funds, or tax sheltered savings programs. If the employee's check is directly deposited into a bank or institution, all of the employee's checks will be deposited in the same manner.

P. ON CALL PAY

As compensation for on call status, all employees hired before November 1, 2014 and assigned to a 40 Hour schedule, shall be paid the sum of \$1,500 payable the second payday each July. All employees hired on or after November 1, 2014 shall receive on call pay in the same manner as above in the amount of \$1,000.

In the event an employee leaves the employment of the City, the employee shall return to the City a prorata portion of that year's on call pay, to be prorated by the day for each day on the payroll that contract year.

At the discretion of 40 hour employees, they can receive a city issued cell phone with costs including repair, replacement and service born by the City; or be reimbursed per quarter for use of a personal cell phone as follows; Battalion Chief, Captain, Assistant Chief, and Fire Marshall \$150; Deputy Chief \$225; said amounts subject to change from time to time, and paid on a pro-rata basis for those promoted within the quarter of a particular reimbursement.

On Call Pay is paid in advance on the second payroll in July for the period of July 1st through June 30th of the following calendar year. Employees that are promoted and become eligible for On Call pay, shall receive a prorated amount from their promotion date to the succeeding June 30th. This prorated amount shall be added to the payment owed to them in July. Any employee that is eligible for On Call pay that is terminated or retires, shall have the prorated amount owed to the city calculated from their termination/retirement date to the succeeding June 30th. That prorated amount shall be paid back to the City by a payroll deduction on his/her final check.

Q. OVERTIME PAY-MUTUAL AID PAY

1. Employees shall receive overtime pay for all overtime hours worked.
2. Overtime pay shall be calculated as the number of hours of overtime worked, multiplied by a factor of one and one-half (1 ½).

3. Employees responding to an alarm prior to the end of their shift shall be permitted to continue, beyond the end of the shift, until that run is complete.
4. Overtime shall no longer be credited to a compensatory time bank, but shall be paid to employees at their current hourly rate at the end of the next bi-weekly pay period immediately following the pay period in which the overtime was earned. Employees may request payment of at least eight hours of compensatory time at their current hourly rate at the end of the next bi-weekly pay period immediately following the pay period in which the compensatory time was requested. All hours in the compensatory time bank shall be paid to the employee at the employee's most recent hourly rate (or his heirs or beneficiaries in the case of employee's death) upon separation of service.
5. Fire department employees who participate, on their off duty time, in fire related educational functions, i.e. fire demonstrations and talks of the citizens of Westland, (at the request of the Chief of the Department), shall be paid at the rate of time and one half (1 ½), with a minimum of two (2) hours.
6. 50.4 Hour personnel who are called in for overtime through the use of the call-back system shall receive a minimum of four (4) hours of overtime.
7. 40 Hour personnel who are called in for overtime to respond to an incident involving Fire Prevention, Public Education (Juvenile Fire setter), or EMS shall receive a minimum of four (4) hours of overtime.
8. No overtime shall be paid for contract negotiation sessions, Duty release time pursuant to Article 3, Section B, shall be given for contract negotiations.
9. Pay for mutual aid and civil disturbance(s) (involving a mutual aid event) will be double-time or two (2) times the hourly rate. Mutual Aid will be paid for on the payday next following the pay period in which the mutual aid was worked.

R. TECHNOLOGICAL BONUS

The purpose of this section is to insure that 40 Hour employees and FF Division Battalion Chiefs acquire and maintain required knowledge and skills on a continual basis for the performance of their duties in a professional manner. Technological Bonuses will be payable the second payday of each July, effective July 1998. 40 Hour employees and FF Division Battalion Chiefs shall only be eligible for one (1) level of technological bonus within their division (e.g. LEVEL I or LEVEL II or LEVEL III). 40 Hour employees and FF Division Battalion Chiefs shall be offered the opportunity to attend training and certification through level III. Licensure, certification, and membership fees shall be paid by the City.

The Technological Bonus is paid the second pay period of July for the prior fiscal year. Eligible employees who terminate or retire shall have that payment prorated from July 1st through their termination/retirement date. These employees will receive the prorated portion on their final check.

Effective July 1, 2005, 40 hour employees shall receive Technological Bonuses as set forth below:

1. FIRE PREVENTION

a. LEVEL 1 (\$1,000)

- i. Requirements to receive a Level 1 Technological Bonus:
- ii. Is a Fire Inspector I as described in NFPA 1031.
- iii. Remains current with Westland Fire Prevention Regulations and Ordinances.
- iv. Remains current with BOCA National Fire Prevention and Building Codes.
- v. Current member of Metro Detroit Fire Inspectors Organization.
- vi. Stays abreast of current trends and technologies with respect to Fire Investigation.

b. LEVEL II (\$2,000)

- i. Requirements to receive a Level II Technological Bonus:
- ii. Meets Fire Prevention Level I requirements, and attends and completes at least (2) Arson Investigation classes or seminars annually.
- iii. Is a Fire Inspector II as described in NFPA 1031.
- iv. Current member of the International Association of Arson Investigators- Michigan chapter.

c. LEVEL III (\$3,000)

- i. Requirements to receive a Level III Technological Bonus:
- ii. Meets Fire Prevention Level I & II requirements, and attends and completes at least (4) Arson Investigation classes or seminars annually.
- iii. Is a Fire Inspector III as described in NFPA 1031.
- iv. Has attended NFA, Staff and Command, or similar Fire Administrative school of higher learning.
- v. Stays abreast of the National Incident Management System and Homeland Security issues with respect to Prevention and Investigation.

2. TRAINING AND EDUCATION

a. LEVEL I (\$1,000)

- i. Requirements to receive a Level I Technological Bonus:
- ii. Demonstrates working knowledge and competency pertaining to all related training and safety standards for the Fire Service (ex. MIOSHA Part 74, NFPA standards, etc.)
- iii. Member of the Southeast Michigan Fire Chiefs Association.
- iv. Has completed State Fire Officer I.
- v. Current in the trends and technologies in the field of Fire Fighting.
- vi. Produces and administers a system for regular accounting of expenses, equipment, and activities applicable to position.

b. LEVEL II (\$2,000)

- i. Requirements to receive a Level II Technological Bonus:

- ii. Meets Training and Education Level I requirements, and attends and completes at least (2) Fire, EMS, or Administration related seminars annually.
- iii. Attends School of Higher Learning and has completed State Fire Officer II.
- iv. Has knowledge of the National Incident Management System and Homeland Security issues and ensures programs relevant to those issues are presented to department personnel.
- v. Ensures public and department training programs are developed and presented on a regular basis.

c. LEVEL III (\$3,000)

- i. Requirements to receive Level III Technological Bonus:
- ii. Meets Training and Education Level I & II requirements, and is able to formulate an annual program budget, as well as effectively manage expenditures.
- iii. Participates as a member of the Southeast Michigan Fire Chiefs Association, the Western Wayne County Mutual Aid Association, and keeps abreast of changes affecting the fire department.
- iv. Current member of the International Association of Fire Chiefs (IAFC).
- v. Has completed State Fire Officer III.
- vi. Has attended NFA, Staff and Command, or similar Fire Administrative school of higher learning.

3. EMS COORDINATOR

a. LEVEL I (\$1,000)

- i. Requirements to receive a Level I Technological Bonus:
- ii. Proper Maintenance of all Mandated License and Certifications.
- iii. Member of the Southeast Michigan Fire Chiefs Association.
- iv. Current in the Trends and Technologies in the field of Emergency Medical Service Delivery and Management.
- v. Member of the International Association of Fire Chiefs (IAFC).
- vi. Develops and manages an EMS Quality Assurance Program and an EMS Vehicle Specification Program.

b. LEVEL II (\$2,000)

- i. Requirements to receive a Level II Technological Bonus:
- ii. Meets EMS Coordinator Level I requirements, and attends and completes at least (2) EMS Education related seminars annually.
- iii. Attends School of Higher Learning and is a Certified Instructor Coordinator.
- iv. Participates in HEMS meetings and provides input for Protocol Development and keeps abreast of changes in EMS requirements.
- v. Plans, develops, activates, and monitors the department's performance at optimum levels.

c. LEVEL III (\$3,000)

- i. Requirements to receive a Level III Technological Bonus:
- ii. Meets EMS Coordinator Chief Level I & II requirements, and is able to formulate a budget for the Fire Suppression Division, as well as manage all expenditures of that division.
- iii. Is a member of the Southeast Michigan Fire Chiefs Association, and keeps abreast of changes affecting the EMS service.
- iv. Has current knowledge of, and ensures EMS division compliance with, the National Incident Management System and Homeland Security issues.

4. FIREFIGHTING BATTALION CHIEF

a. LEVEL I (\$1000)

- i. Requirements to receive a Level I Technological Bonus:
- ii. Demonstrates working knowledge and competency in the Incident Management System as defined and used by the Westland Fire Department.
- iii. Current in the Trends and Technologies in the field of Emergency Response.
- iv. Consistently implements the proper level of the accountability system and utilizes the mobile computer software as appropriate.
- v. Supports and participates in training classes offered by the Asst. Chief of Training and Education.
- vi. Meets, or exceeds, the requirements of Fire Officer II defined in NFPA 1021 as they apply to the Westland Fire Department.

b. LEVEL II (\$2000)

- i. Requirements to receive a Level II Technological Bonus:
- ii. Meets Firefighting Battalion Chief Level I requirements.
- iii. Has attended and completed at least one Fire and/or EMS Education Seminar annually as determined by the Chief.
- iv. Member of the International Association of Fire Chiefs (IAFC)
- v. Meets, or exceeds, the requirements of Fire Officer III defined in NFPA

c. LEVEL III (\$3000)

- i. Requirements to receive a Level III Technological Bonus:
- ii. Meets Firefighting Battalion Chief Level I & II requirements.
- iii. Has attended school of higher learning in Fire/EMS discipline such as the National Fire Academy, or comparable course as designated by the Chief.
- iv. Is State Certified Fire Officer III.
- v. Develops and administers training in cooperation with Asst. Chief of Training and Education.

S. FIREFIGHTER TRAINING AND EDUCATION PAY

The purpose of this section is to insure that all employees acquire and maintain required knowledge and skills on a continual basis for the performance of their duties in a professional manner. Training Pay will be payable the first payday of each January, for the previous twelve (12)

months of service. 40 Hour employees and Fire suppression division employees shall only be eligible for one (1) level of training and education pay (e.g. LEVEL I or LEVEL II or LEVEL III or LEVEL IV). 40 Hour employees and Fire suppression division employees shall be offered the opportunity to attend training and certification through level III commensurate with rank and seniority.

Firefighter Training & Education Pay is paid the first payroll in January for the previous 12 months of service. Employees who terminate or retire that are eligible for the Firefighter Training and Education Pay shall receive a prorated amount from January 1st through their termination/retirement date. These employees will receive the prorated portion on their final check.

- a. Level I (\$500)
 - i. Requirements to receive Level I Training and Education Pay
 - ii. Successfully complete pump operator class
 - iii. Successfully complete awareness level HAZ-MAT
 - iv. State of Michigan Paramedic License
 - v. Advanced Cardiac Life Support Certified
- b. Level II (\$1500)
 - i. Requirements to receive Level II Training and Education Pay
 - ii. Meets training requirements for Level I
 - iii. Successfully complete Michigan Firefighter Training Council Company Officer I and II classes, or
 - iv. Successful completion of an Associate's Degree
- c. Level III (\$2000)
 - i. Requirements to receive Level III Training and Education Pay
 - ii. Meets training requirements for Level I
 - iii. Successfully completes Michigan Firefighter Training Council Fire Officer III classes, or
 - iv. Successfully complete HAZ-MAT Technician Course, or
 - v. Successfully completes a Bachelor's Degree
- d. LEVEL IV (\$3000)
 - i. Requirements to receive Level IV Training and Education Pay
 - ii. Successfully complete requirements in Levels I, II, and III
 - iii. Successfully complete Staff and Command Course, or
 - iv. Successfully complete a Master's Degree

ARTICLE 8 - HOURS OF EMPLOYMENT

A. WORK SCHEDULE

1. Firefighting function:

The regular workweek shall be an average of fifty and four-tenths (50.4) hours per week on a California three (3) platoon system. Equalization between the 56 hour schedule of the California 3 platoon system and the 50.4 hour average work week shall be accomplished by employees receiving one 24 hour work day (Compensation and Equalization Day or CE Day) scheduled off every ten work days. Overtime shall be paid to those employees whose average workweek exceeds fifty and four-tenths (50.4) hours. A work day shall be 24 hours, from 8:00 a.m. to 8:00 a.m.

2. Fire Prevention, Training and Public Education Function:

For the Fire Prevention Training and Public Education Function, the work week shall be eight (8) hours per day and five (5) days per week.

- a. The work day shall be from 8:00 a.m. to 4:00 p.m. The work day shall be (8) hours per day. Employees shall receive a thirty (30) minute paid lunch period.
- b. Upon the mutual agreement of the employee and the Chief, the employee's starting or quitting time may be adjusted to accommodate special programs or work assignments for a particular day. (An example of the foregoing would be inspection of facilities not open during regular hours of 40 Hour employees.)
- c. Upon mutual agreement of the Chief and a 40 Hour employee, the employee can be scheduled to either a 4-day 10 hour schedule or a 5 day 8 hour schedule per week.
- d. Fatigue time- In the event a 40 Hour employee works overtime prior to the normal work schedule, he/she shall be entitled to be off duty for a period of six (6) hours, commencing with the end of overtime period before he/she is required to report to work for his/her next normal work day. Should any part of the six (6) hour rest period coincide with the employee's normal workday, he/she shall suffer no loss of straight time pay normally earned for such workday.

3. It is agreed by both parties that the Fire Chief, Deputy Chief, Assistant Chiefs, and Battalion Chiefs shall not offer, suggest, or encourage any employee in the Firefighting Division to voluntarily switch back and forth between work schedules (50.4 Hour schedule and 40 Hour schedule) for training.
4. No Firefighting Division employee shall be allowed to voluntarily move between work schedules unless agreed upon, by the Union.

B. TRADING OF DAYS

1. Employees shall be permitted to voluntarily trade work or leave days with employees on the same work schedule.
2. No trade time shall be in effect unless the Shift Commander has been notified of the trade.
3. All trades are subject to the Shift Commander's approval, but no trade will be denied without cause. Cause shall include, but not be limited to, a person lacking the skills and knowledge necessary to perform the tasks associated with the job. Denial of trade time will require the Shift

Commander to give a written explanation for the denial of trade time with a copy to be forwarded to the chief of the Department.

4. Trade time forms must be signed by all parties prior to any trade approval by the shift commander except in cases of short periods of trade time (standby) and extenuating circumstances where voice contact by both parties is made to the Shift commander, in which event, trade forms will be completed the next day the employee reports for duty.
5. The substituted employee shall assume the seniority and duties of the firefighter replaced. After trade forms have been signed by both parties, the substitute shall assume all responsibility for failure to report for or remain on duty.
6. The substituting employee shall remain on duty for the full duration of the approved trade, unless he/she must leave due to personal business (Personal Leave), funeral leave, or due to illness (Sick Leave).
7. The substituting employee shall not be allowed to use Compensatory Time.
8. The substituting employee shall not be allowed to use Release Time unless that time has been approved by the Chief.
9. The minimum amount of trade time shall be two (2) hours.
10. Short periods of trade time (stand-by) of up to two hours shall be allowed for any manpower coverage including during station transfers and emergency situations without trade forms signed by both parties.
11. All trades must be equalized within twelve (12) months.

ARTICLE 9 - MANPOWER

Under the supervision of the Chief of the Department there shall be:

A. FIREFIGHTING DIVISION

1. A **Deputy Chief** of the Fire Fighting Division who shall be in second overall command of the Fire Department and whose duties shall be prescribed in the rules and regulations of the department.
2. **Battalion Chiefs.** Each shift or Battalion shall have as its commander an officer of the rank of Battalion Chief who shall be in command of all personnel in all stations of the Firefighting Division on his/her shift or Battalion. In general, Battalion Chief's shall carry out and see that they are carried out, all the duties for ranking officers as set forth in the rules and regulations of the department.
3. **Captains.** Captains, who shall be in command of all personnel and equipment in each station to which they are assigned as set forth in the rules and regulations of the department and by ranking officers. Each station shall have one (1) Captain per platoon.
4. **Driver-Engineer Sergeants.** They shall perform the duties of Driver-Engineer Sergeants as set forth in the rules and regulations of the Department.

5. **Sergeant Apparatus Supervisors.** There shall be a bidden position for one Sergeant Apparatus Supervisor per platoon whose duties shall be set forth in the rules and regulations of the Department.

Fire Chief, Deputy Chief, Assistant Chiefs, and Battalion Chiefs shall not offer, suggest, or encourage any employee in the Firefighting Division to voluntarily do work defined in the Department Rules and Regulations as Sergeant Apparatus Supervisor work unless that employee is a Sergeant Apparatus Supervisor.

Only Sergeant Apparatus Supervisors shall do work functions described in the Job Description attached to the Department Rules and Regulations.

6. **Firefighters.** Such firefighters as the city may from time to time provide under budgetary appropriation whose duties shall be as specified in the rules and regulations of the Department.

B. FIRE PREVENTION DIVISION

1. **An Assistant Chief of Fire Prevention-Fire Marshal** who shall be third in overall command of the Fire Department and whose duties shall be prescribed in the rules and regulations of the department.
2. **A Battalion Chief of Fire Prevention-Assistant Fire Marshal** whose duties shall be those set forth in the rules and regulations of the department.
3. **Captain(s)** whose duties shall be assigned by ranking Fire Prevention officers and as set forth in the rules and regulations of the department.

C. PUBLIC FIRE EDUCATION DIVISION

An **Assistant Chief** whose duties shall be those set forth in the Rules and Regulations of the Department. There shall be a reclassification of the Public Fire Education Division as the Training and Education Division with an Assistant Chief whose duties shall involve both fire education and training of personnel in the Firefighting Division.

D. APPARATUS MAINTENANCE / TRAINING

A Battalion Chief whose duties are set forth in the Rules and Regulations of the Department. At any time Fire Suppression staffing increases above 60 members, the Department shall fill this position with the core responsibilities being apparatus maintenance and training of personnel. Furthermore at such time this position is filled the Assistant Chief of Training and Education shall revert back to the EMS Coordinator and shall be responsible for all duties set forth in the Rules and Regulations of the Department. When this takes place the Union, City, and Chief of the Department agree to meet and negotiate the restructuring of responsibilities and job descriptions under Article 9 Section A,5 and, Sections B-E.

E. EMS COORDINATOR

1. An **Assistant Chief** whose duties shall be set forth in the Rules and Regulations of the Department. The position shall be filled pursuant to Public Act 78 of 1935, as amended, with the following stipulations:
 - a. The firefighter accepting the position will be required to meet the following conditions in order to complete their probation, and to maintain the rank and position of EMS Coordinator.
 - i. They obtain and maintain a paramedic license with ACLS certification. After June 1, 2003, all applicants for EMS Coordinator must be an EMT-P prior to applying for the position of EMS Coordinator.
 - ii. They agree to stay in the position for a minimum of one (1) year.
 - iii. If they leave the position, they shall revert to the rank previously held.
 - b. The EMS Coordinator position shall be permanently filled as long as the City maintains an Advanced Life Support system.

F. MANPOWER AND STATION MANNING

1. Manpower in the Fire suppression division shall be determined as follows:
 - a. A station manning a split engine company, defined as an engine and a rescue, shall maintain at least two firefighters assigned to each vehicle.
 - b. A station manning an alternating service company, defined as an engine or rescue company, alternating between one or the other depending on need, shall maintain a combined company of at least three (3) firefighters assigned to those vehicles.
 - c. A station manning an engine only company shall maintain at least three firefighters assigned to that vehicle.
 - d. So long as the City continues to operate four stations, it will maintain fifty-four (54) firefighters in the Firefighting Division of the Fire Department with a shift complement of eighteen (18).
 - e. On any given day, when manpower falls below the level required to operate equipment at all stations, the Chief shall have the authority to call in off duty personnel or to reassign personnel in accordance with the provisions above to maximize the efficient delivery of fire protection services.

G. CALL BACK OPERATIONS

1. Call Back Procedure
 - a. Call back shall occur at 8:00 p.m. the day prior for any known vacancies, and then again at 7:00 a.m. if needed, to fill available overtime. All callbacks shall begin at the top of the list.

- b. Employees on CE Days shall be offered the opportunity to work first regardless of their position on the callback list. The employees on CE Days with the least amount of actual hours worked shall be offered the opportunity to accept the overtime first among those on a CE Day.
- c. Employees that have been duly promoted (not upgraded) shall be assigned to positions commensurate with their rank prior to any out of class upgrades. In the event there is no position at the employee's rank, the employee shall be assigned any position of rank, in succession, down to the rank of firefighter.
- d. For the purposes of duty assignment, transfer or upgrade, call-in personnel shall assume their seniority in rank on shift. At no time shall call-in personnel be able to displace a member from the same rank from their bid station.
- e. If an emergency occurs that requires all available manpower resources of the Department, call-back to each member shall be made and the individual ordered to report for duty, subject to the provisions of Act 125, Public Acts of 1925 as amended.
- f. When employees are relieved from a call back situation, the last employee called back shall be the first employee relieved.
- g. No employee on contractual leave and/or absence other than a CE day shall be called for overtime.
- h. If an error in the call-in procedure is made resulting in an employee not being called-in, no cash payment will be awarded.
- i. Employees holding the following ranks shall be omitted from the call-back list and shall only be called back to perform their specific duties.
 - i. Deputy Chief – Firefighting Division
 - ii. All members of Fire Prevention Division
 - iii. Training and Education Officer
 - iv. EMS Coordinator

2. Tracking of Call Back

- a. The call-back list shall be maintained in such a manner that the person with the lowest amount of call back time is at the top of the list, and the person with the highest amount of call back time is at the bottom of the list.
- b. In the event that two or more employees have equal amounts of call back time their names shall appear on the list in the order of their departmental seniority, with the high seniority employee first and the low seniority employee last.
- c. The call back list will track only actual call back hours worked except in cases where an employee accepts the opportunity to work and does not work or leaves prior to the end of the available overtime. In those situations, the employee shall be charged for all available overtime hours that the employee could have otherwise worked.

- d. Any employee that accepts call back after the start of a shift shall not be charged hours worked.
- e. The adjustment of the call back list shall be done once every twenty-four hours by 7:00 a.m.
- f. Any employee wishing to have his/her name removed from the list, must request such removal in writing to the Chief of the Department and Local 1279. To have one's name reinstated on the list, one must request reinstatement in writing to the Chief of the Department and to Local 1279 only after at least six (6) months have elapsed from time of removal. Upon reinstatement, they shall assume the position of the mean average time of the call back list.
- g. Any employee who fails to supply the Department with a current phone number and fails to submit a request for removal from the call-back list shall be removed from the call-back list forthwith, and the Union notified of said removal. Reinstatement on the call-back list shall be made only upon formal request by the Union Executive Board.
- h. When a call-back situation is known at or before 8:00 p.m. the day prior to a shift, or at 7:00 a.m., for the oncoming shift at 8:00 a.m.; the shift commander going off duty shall cause the call-back procedure to be instituted, at the direction of the Chief of the Department
 - i. Employees shall be paid from the time of their arrival for duty.
 - j. Placement of employees on call-back list.
 - i. New hires shall not appear on the call-back list until they have completed three (3) months on the job.
 - ii. After 3 months of department seniority, new-hires shall be added at the position of the mean average time on the call back list.
 - iii. Layoffs: Employees who are laid off shall be removed from the call-back list. At the time of return to duty they shall be placed on the call-back list with the same amount of call back hours as the number one person on the call back list.
 - iv. OJI: Employees who are off work for more than thirty (30) calendar days shall be removed from the call-back list. At the time of return to duty they shall be placed back on the call back list in the same position they had prior to the employee's injury.
 - k. Any department member scheduled for any Training or Education activity on any given day will be bypassed for call-back that day until his/her obligation to the activity has been fulfilled. It is understood that any member scheduled to work a Training or Education activity may not accept overtime should he/she be present when call-back operations are being instituted; unless a replacement for the Training or Education program has been secured and approved by the on duty Battalion Chief prior to the institution of the call-back procedure. In the event regular fire-fighting manpower drops below minimum

before or during a Training or Education activity, and replacements are not secured through regular call-back procedures, an employee (or employees) working the activity will then be counted as manpower. These members will continue with their activity and respond when needed. Cooperation from on-duty personnel will, if feasible, ensure the completion of the activity. The Assistant Chief of the Training and Education Division will operate a separate call back system for that division only. He/she may use any system he chooses which is fair and meets with the approval of the majority of the employees it affects. As it is impossible to perceive all situations that may arise, the above may be changed or amended as needed through mutual agreement between the parties (the City and Union).

ARTICLE 10 - BIDDING ON STATIONS, ASSIGNMENTS, AND UPGRADES

A. ELIGIBILITY

1. All employees (except Shift Commanders) will have the opportunity to bid on Station Assignments on a semi-annual basis, according to their seniority within their respective platoon (shift).
2. All Driver-Engineer/Sergeants will have the opportunity to bid for the position of Sergeant Apparatus Supervisor on a semi-annual basis, according to their seniority within their respective platoon (shift).

B. STATION BID PERIOD

1. Employees who desire to bid must submit their preference for station assignment to the Shift Commander between December 1st and December 15th to be effective January 1st, and between June 1st and June 15th to be effective July 1st.
2. Upon creation of a permanent or extended vacancy in any station assignment (e.g. through death, discharge, retirement, reassignment, or voluntary quit), the vacated station and/or duty assignment shall be posted within six (6) calendar days of the City's notification of said vacancy. Employees on the shift where the opening occurs shall be given fifteen (15) days from the date of notification to submit bids. The change of station and/or duty assignment shall be effective no later than thirty (30) days from the date the vacancy was created.

C. FAILURE TO BID

Failure to submit a bid in the time designated, resulting in loss of a station or duty assignment, shall not give the employee the right to file a grievance, seniority notwithstanding.

D. DAILY REASSIGNMENTS AND OUT-OF-CLASS UPGRADES

1. Short-term and temporary vacancies due to leave time, injury, or illness (e.g. compensatory time, C.E. days, OJI'S release time, vacation, maternity leave, etc.), shall require an upgrade (except as stipulated in Article 10 D, 4 below and call back overtime situations where an employee holding rank accepts the overtime) to fill the position and to accept the duties and responsibilities of that position.

2. Short-term vacancies may also require a temporary reassignment of duty station.
3. Upgrades and reassignments will be filled for the duration of the known absence.
4. Short term or temporary vacancies for the position of Sergeant Apparatus Supervisor will not require an upgrade to fill this position.
5. All upgrades shall be accomplished by assigning personnel to vacant positions, using seniority as listed below as the basis for assignment. There shall be no double upgrades.
 - a. Upgrades will take place from within the station first, by offering the upgrade to the employee with the highest seniority at that station, in the next lower rank, to the vacant position. If this employee refuses the opportunity to work in the higher classification, the opportunity shall proceed down the seniority roster within the station where the vacancy occurred until the position is filled. If not filled prior to being offered to the employee with the lowest seniority in the next lowest rank at that station, then that employee must accept the position; provided that this employee has at least two years in the department and is not on promotional probation or temporary promotion. The Battalion Chief is not considered an in station upgrade.
 - b. At the start of the shift if it is not possible to fill the position for Sergeant/ Driver/ Engineer with an employee at the station, then the opportunity shall proceed down the seniority roster beginning with the employee with the highest seniority in the firefighter position on the shift. If not filled prior to being offered to the lowest eligible seniority employee on the shift, then that employee must accept the position. Any station transfers for the position of firefighter after the start of the shift shall be completed at the discretion of the Battalion Chief using the staffing matrix set by the department.
 - c. Effective July 1, 2014 the Captain with the most time in grade shall take the upgrade to the position of Battalion Chief. Captains that have been called back shall maintain their time in grade seniority for the purposes of upgrades.
 - d. Effective July 1, 2014 for out of station upgrades the Sergeant/Driver/ Engineer with the most time in grade shall take the upgrade to the position of Captain. Sergeant/Driver/Engineers that have been called back shall maintain their time in grade seniority for the purposes of upgrades.
6. When necessary to move an employee from one station to another station, on a day to day basis, the low seniority employee at that station shall be moved unless a higher seniority employee at that station volunteers to move. Employees shall be allowed to compare seniority upon arrival at the station for the purpose of upgrades or additional transfers as described in Article 10, D, 5, a.

E. USE OF PRIVATE VEHICLES AFTER ARRIVING AT DUTY STATION

Use of a private vehicle for department purposes shall be compensated according to Article 7, F.

F. SHIFT TRANSFER

For employees being assigned regular shifts, if a shift change is made due to promotion or other reasons, the shifted employee shall begin the new shift on the first available day after a four day break. No C.E. Days will be due to a transferring employee during the cycle in which the transfer has occurred provided that the employee has worked less than 216 hours between the earliest number 1 CE Day and the latest number 10 CE Day in that CE Day Cycle. Employees transferring from 40 Hour shifts to fire suppression shifts shall begin the new shift on the day and at the time that the shift has its regularly scheduled work day, provided the said employee has forty-eight (48) hours off. Employees transferring from Fire Suppression to 40 Hour shifts shall do so after a four day break. No C.E. Days will be due to a transferring employee during the cycle in which the transfer occurred provided that the employee has worked less than 216 hours between the earliest number 1 CE Day and the latest number 10 CE Day in that CE Day Cycle. A transferring employee who works between 216 and 240 hours in a CE cycle shall receive overtime for hours in excess of 216, but shall not receive a CE day.

ARTICLE 11 - SENIORITY

A. DETERMINATION OF SENIORITY

Seniority shall be determined by the date of the employee's appointment to the Westland Fire department.

B. ADJUSTMENT OF SENIORITY

An employee who takes an unpaid leave of absence shall not accrue seniority during such absence. If an employee takes an unpaid leave of absence, his/her seniority dates shall be adjusted forward as of the date of hire, plus the number of days he is on unpaid leave of absence.

C. LOSS OF SENIORITY

An employee who voluntarily quits shall forfeit all seniority for rehire purposes. If rehired, his/her seniority commences as of rehire date.

D. LAYOFF NOTIFICATION

In the event of a layoff, the City shall furnish the Union President written notification of such pending action at least ten (10) calendar days prior to said layoff.

E. TIME IN GRADE SENIORITY

Time in grade seniority is the length of time an employee has been promoted to said Rank. If two (2) or more employees are promoted the same day, the employee's department seniority dates shall be the deciding factor for who has more time in grade. Time in grade seniority will only be used for the purpose of upgrades.

ARTICLE 12 - LEAVE TIME

A. LEAVES OF ABSENCE

1. Requesting Leave of Absence. Upon application to the Chief of the Department, a leave of absence may be granted, without pay, to employees for thirty (30) calendar days. Requests for more than thirty (30) calendar days may be recommended by the Chief of the Department, but must be approved by the Director of Personnel and the Chief Executive of the City; or
2. Reasons for Leave. Leaves may be granted for the following reasons which are not all inclusive:
 - a. Employees who are reinstated in accordance with the Universal Military Training Act, as amended and applicable legislation may attend a recognized university, trade school or technical school for a period not to exceed their seniority. Written proof of school attendance must be submitted at the expiration of each semester.
 - b. Medical Leave. Any employee known to be ill or injured supported by satisfactory evidence, will be granted medical leave automatically for the period equal to their seniority or two (2) years, whichever is lesser. Upon returning from medical leave, the employee must submit medical evidence of his/her ability to return to work. Medical leave of absence is construed by the parties to mean a medical leave of absence granted to an employee in the event of illness after the employee has exhausted all other leave days including but not limited to sick days and vacation days.
 - c. For National Guard Duty, Army Encampment, and Naval Reserve Cruises.
 - d. If elected or appointed to a public office, the employee shall be given a leave of absence for the term of his/her office. The foregoing is subject to the provisions of the City Charter.
 - e. To settle, as duly qualified fiduciary, an estate 150 miles or more outside City limits, not to exceed six (6) months.
 - f. Maternity Leave. Whenever an employee becomes pregnant she shall furnish the City with a letter from her physician stating the approximate date of delivery. She shall be permitted to work in accordance with her physician's recommendations. The employee shall be granted leave until six (6) months following the date of delivery or up to one (1) year if medical complications arise due to the pregnancy / birth. The employee shall be permitted to return to work providing her physician approves. The employee shall return to her former classification / position without loss of seniority.
 - g. The City will comply with the federal Family Medical Leave Act currently in effect and as it may be amended from time to time.
3. Returning from Leave of Absence
 - a. When returning from any leave of absence, it shall be the obligation of the employee to notify the Personnel Department five (5) calendar days before his/her return to work that he/she is ready, willing and able to work, and at the time the employee returns to duty, he/she shall be obligated to produce to the Chief of the Department or the Chief's

designee a valid Michigan Operator's License and a valid EMT or EMT-BD, or EMT-S, or EMT-P license, as needed to perform their regular duties corresponding to their position and rank.

- b. An employee returning from any sick leave of absence of any duration, or any other leave of absence which exceeds thirty days in duration, must successfully pass a physical examination by a City designated doctor in order to be reinstated to his/her position. In the event the employee disagrees with the opinion of the physician designated by the City, the employee shall have the right to have a physician of his/her own choice conduct a physical examination, at the employee's own expense. Should the employee fail to successfully pass the physical examination administered by the employee's doctor, the City shall have no obligation to reinstate the employee to his/her position. However, in the event the physician chosen by the employee determines that the employee has successfully passed the physical examination administered by him/her, and the City refuses to reinstate the employee to duty, and the employee desires to return to duty, then the employee shall submit to a physical examination at the University of Michigan Hospital, or Henry Ford Hospital, and must successfully pass that physical in order to be reinstated to his/her position. The employee and the City shall share equally the costs of the examination conducted at the University of Michigan or Henry Ford Hospital.
4. Extension of Leave of Absence. A Request for an extension of a leave of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The employer agrees to give his/her answer, granting or denying the request for the extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.
5. Copies of Leave of Absence. The Association will be given copies of leaves of absences when granted.

B. FUNERAL LEAVE

Upon notification of the Shift Commander, each employee shall be granted time off with pay to attend, make plans, arrangements, and travel to a funeral in accordance with the following procedure:

1. In the event of the death of an immediate family member an employee on a 50.4 Hour schedule shall be granted three (3) days off with pay. Forty (40) Hour employees will be granted eighty (80) hours. An immediate member of his/her family for this purpose shall be deemed to be his/her spouse, a parent or parent in-law, stepparent, child, stepchild, and grandchild, son in-law, or daughter in-law.
2. For the death of a brother, sister or grandparent of the employee or their spouse, two (2) work days will be granted (40 Hour employees will be granted three (3) work days). These shall not be charged to sick leave.
3. For the death of the employee's uncle, aunt, niece, nephew, brother-in-law or sister-in-law, the employee shall be granted one (1) day off (40 Hour employees will be granted two (2) works days).

In order to be paid for this time off, the employee must use accumulated leave in his/her leave banks.

4. Proof of death may be required. The department shall supply a funeral leave form to be completed by the employee upon his/her return from funeral leave. Use of sick leave under Article 12,B.4 shall not be considered the use of sick leave for determining additional vacation under Article 12, D.1,b or Article 12, D.2,b.

C. PERSONAL LEAVE

1. Employees on a 50.4 Hour schedule will be given ninety six (96) hours of personal leave each year for personal business, and employees on a 40 Hour schedule will be given eighty-two (82) hours of personal leave each year for personal business. At the option of the employee, the employee may transfer twenty-four (24) hours of vacation time into their personal time allotment to be used under the provisions of Section C of Article 12.
2. Employees will be allowed to take personal leave time at their discretion except that request for such leave shall be submitted prior to 8:00 p.m. the day before. Personal leave shall not be taken unless taken for a minimum period of four (4) hours. In the event the personal leave period exceeds four (4) hours, the employee must extend their personal leave by one (1) hour increments. All fractions of hours taken shall be charged to the next highest one (1) hour increment. Employees shall be allowed to carry over personal leave hours into the next year, not to exceed a maximum of three (3) hours. A minimum of two employees shall be allowed off on personal time per day at any given time.
3. Personal leave shall not be taken on New Year's Eve day, New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day and Christmas Day. Each holiday shall be defined as 8:00 a.m. of the designated holiday to 8:00 a.m. of the succeeding day.
4. No personal leave shall be taken unless notification is given in accordance with Article 12- Section C, paragraph (2).
5. The City shall immediately credit an additional twenty four (24) hours of Personal Time annually to each employee, this credit is in lieu of the City calculating the Fair Labor Standards Act pay. Furthermore the City agrees that calculations and pay shall be paid up to the date of ratification of this agreement.

D. SICK LEAVE

1. Firefighting Function (50.4 Hour Personnel)
 - a. All current full-time employees in the Firefighting function shall be credited with sick leave in the amount of twenty four (24) hours per month and shall be credited with the same on the first day of each month.
 - b. Employees who use less than 72 hours of sick time per contract year (July 1-June 30) shall be credited with an additional 72 hours of vacation time which will be added to their

vacation bank on July 1st of the following contract year. Donations pursuant to Article 12, D, 1, j, below shall not be considered the "use" of sick time under this section.

- c. Sick Bank Limit and AFC Hours. All sick hours as of December 31 in excess of 2016 hours shall be paid at the employee's current hourly rate on the first pay in February. The maximum hours that may be applied to the employee's AFC is shown in the formula below. Maximum Firefighting Function Sick Leave Hours that can be applied to AFC:

Maximum Sick Leave Bank (1512 hrs.) = (150 days x 8-hr/day) x (Firefighting Avg. work week hrs/40 hrs)

- d. Calculation Per Hour. The payment of sick leave shall be computed according to hours accumulated instead of days.
- e. Right to Use Sick Leave. Sick leave shall not be considered a privilege an employee may use at his/her discretion, but shall be allowed only, and the employee shall utilize only, in the case of actual illness, disability or personal emergency. Violation of this section shall be deemed to be sufficient reason for discipline. In the event that an employee leaves work during the work day, the employee shall be off work for the balance of the employees scheduled shift.
- f. All 50.4 hour employees may use an eight 8 hour block of sick time extended in two (2) hour increments starting at 0800 hours. The employee must notify the Battalion Chief of the specific sick time to be used by 2000 hours the night before.
- g. Option to Apply Sick Leave Hours. A Firefighter shall be allowed the option of applying up to 100% of his/her accumulated sick leave hours standing to his/her credit in the sick leave bank towards earlier than normal retirement. This option may not be used with any other early retirement opportunities that may be offered by the City or negotiated in the future.
- h. Sick Leave. Personnel off duty who become ill and unable to report for duty shall be responsible for notifying the Department at least one (1) hour before the beginning of their duty shift for each day of illness unless it is physically impossible to do so.
- i. The City may require an excuse from a physician for satisfactory evidence of illness after an employee has absented himself/herself from work for more than two (2) consecutive work days. The City reserves the right to request an examination at its expense by a City appointed physician of members of the Department in order to determine ability to return to work after illness. Sick leave hours shall be charged based on the hours or part thereof actually expended by the employee.
- j. Employees, at their discretion, may donate sick time in increments of eight (8) hours to another employee who has exhausted his or her sick time, provided that they retain a minimum of fifty six (56) hours sick leave for their own use. Donated sick leave hours may not be used in any calculations for average final compensation used to determine retirement or pension benefits. Time may only be donated to an employee who has an injury or illness that is supported by medical documentation. Sick leave hours may not be donated to any employee outside this bargaining unit.

- k. Sick leave credit will not be allowed when absence due to the indiscriminate use of narcotics or intoxicants.
- 2. 40 Hour Personnel
 - a. Sick Leave Crediting For 40 Hour Personnel. All Fire Prevention employees or an employee working under a 40 Hour work week shall accumulate nineteen (19) hours of sick leave per month, credited the first day of each month.
 - b. Employees who use less than 48 hours of sick time per contract year (July 1- June 30) shall be credited with an additional 48 hours of vacation time which will be added to their vacation bank on July 1st of the following contract year.
 - c. Sick leave and AFC Accumulation Schedule. All sick hours as of December 31 in excess of 1600 hours shall be paid at the employee's current hourly rate on the first pay day in February. A maximum of 1200 hours may be applied to the employee's AFC formula.
 - d. Calculation Per Hour. The payment of sick leave shall be computed according to hours accumulated instead of days.
 - e. Right and Use of Sick Leave. Sick leave shall not be considered a privilege an employee may use at his/her discretion, but shall be allowed only, and the employee shall utilize only, in the case of actual illness, disability or personal emergency. Violation of this section shall be deemed to be sufficient reason for discipline. In the event that an employee is off work on sick leave on a given day, or leaves work during the work day, the employee shall be off work for the balance of the employees scheduled shift, unless the employee receives verbal approval to return to duty by the chief or his designee.
 - f. Option to Apply Sick Leave Hours. A firefighter shall be allowed the option of applying up to 100 % of his/her accumulated sick leave hours standing to his/her credit in the sick leave hour bank towards earlier than normal retirement. This option may not be used with any other early retirement opportunities that may be offered by the City or negotiated in the future.
 - g. Sick Leave. Personnel off duty who become ill and unable to report for duty shall be responsible for notifying the Department at least one (1) hour before the beginning of their duty shift for each day of illness unless physically impossible to do so.
 - h. The City may require an excuse from a physician for satisfactory evidence of illness after an employee has absented himself/herself from work for more than two (2) consecutive work days. The City reserves the right to request an examination at its expense by a City appointed physician of members of the Department in order to determine ability to return to work after illness. Sick leave hours shall be charged based on the hours or part thereof actually expended by the employee.
 - i. Employees, at their discretion, may donate sick time in increments of eight (8) hours to another employee who has exhausted his or her sick time, provided that they retain a minimum of fifty six (56) hours sick leave for their own use. Donated sick leave hours may not be used in any calculations for average final compensation used to determine

retirement or pension benefits. Time may only be donated to an employee who has an injury or illness that is supported by medical documentation. Sick leave hours may not be donated to any employee outside this bargaining unit.

- j. Sick leave credit will not be allowed when absence is due to the indiscriminate use of narcotics or intoxicants.
3. Relations Between Divisions- Forty Hour Indexing. In the event that an employee transfers from a 50.4 Hour schedule to a 40 Hour work week status, the hours in the sick bank shall be automatically indexed by multiplying forty (40) hours times the current number of hours in the employee's sick bank divided by the Firefighting function regular work week hours. In the event an employee transfers back to the 50.4 Hour schedule from a 40 Hour status, his/her hours are automatically indexed up by multiplying the Firefighting function regular work week hours times the employee's current sick bank hours divided by forty (40) hours. The following formulas define this "indexing" procedure from Firefighting to 40 Hours, and from 40 Hours to Firefighting:

From Firefighting to 40 Hours:

Employee's Sick Bank Hours x (40 / Firefighting work week Hrs) = New Sick Bank Hours.

Likewise if the employee is transferred from the 40 Hour schedule to the 50.4 Hour schedule their Sick bank shall be "indexed" using the following formula:

Employee's Sick Bank Hours x (Firefighting Work Week Hrs / 40) = New Sick Bank Hours.

4. Sick Leave Pay Over Maximum Bank
 - a. Firefighting (50.4 Hour schedule). All hours in excess of the amount (2016 hours) specified by the formula in Article 12,D, (1,c), shall be paid at the maximum amount of sick hours in the calendar year of retirement shall be the total amount of hours used in the AFC formulas as shown in the schedule in Article 12, D (1) (c).
 - b. Fire Prevention (40 Hour schedule). All hours in excess of 1600 hours shall be paid at 100 % of the prevailing hourly rate on the first pay day in February. The maximum amount of sick hours in the calendar year of retirement shall be the total amount of hours used in the AFC formula as stated in Article 12, D(2) (c).
5. Sick Leave Pay at Termination
 - a. Upon death or separation from the service due to disability or other medical reason, payment shall be made for one hundred (100 %) percent of the accumulated sick leave hours in accordance with the reduction formula at the rate of the employee's regular wages for all sick leave hours standing to the member's account and accrued in the service of the City of Westland Fire Department.
 - b. Upon separation from the fire service for any other reason, payment shall be allowed for 100 % of the firefighter's accumulated sick leave hours.
 - c. In the event of separation from service due to retirement, an employee will be paid out for earned vacation & sick leave in accordance with City's Vacation & Sick payout policy

(in place at the time of signing of the tentative agreement) which abides by IRS Regulations. For the purpose of this article "retirement" shall be defined as an employee who leaves the City and who is vested in retirement. Any earned sick payout is at one hundred (100%) percent of his/her prevailing hourly rate at time of separation.

ARTICLE 13 - VACATIONS

A. FIREFIGHTING DIVISION - ELIGIBILITY AND AMOUNT

1. For the purpose of computing eligibility and amount, the eligibility date shall be the employee's employment anniversary date. Employees in the Firefighting Division ~~hired before November 1, 2014~~ shall receive the following vacation hours:

6 mos - 3 yrs	145 hrs
3 yrs - 7 yrs	226 hrs
7 yrs - 10 yrs	266 hrs
10 yrs - 20 yrs	330 hrs
20 yrs - +	330 hrs

2. ~~Employees in the Firefighting Division hired on or after November 1, 2014 shall receive the following vacation hours:~~

6 mos - 3 yrs	120 hrs
3 yrs - 7 yrs	168 hrs
7 yrs - 10 yrs	240 hrs
10 yrs - 20 yrs	264 hrs
20 yrs - +	288 hrs

3. Employees must obtain one full year's seniority prior to using any vacation time. For the purpose of computing vacation eligibility and amount, vacation hours shall be earned for the preceding full vacation scheduling year of January 1 through December 31, inclusive.

B. FIREFIGHTING DIVISION - VACATION SCHEDULING

1. Vacation time may be used in twelve (12) or twenty-four (24) hour increments. The scheduled times shall be 0800-0800 for twenty-four hours (24) days and 0800-2000 or 2000-0800 for twelve (12) hour days.
2. Vacation selections shall be made in two bid selections as described in Article 13, B,6, below, according to department seniority, from December 1st through December 15th for primary choices and December 16th through December 31st for secondary choices each year.
3. The annual vacation period shall be from February 1st through January 31st of each vacation year. A maximum of up to one half of the employee's annual vacation entitlement (rounded up) may be used as the primary choice during the vacation selection period. In cases where there is an odd number of days available for an employee to split between bid selections (e.g. 121 hours and 282 hours yielding 5 and 11 days respectively), the higher number shall be available for the employee's primary choice.

4. All vacation requests made after the selection periods, and in cases of cancelled days, shall be accepted on a first received, first granted basis. These requests shall be processed at the time the request is submitted to the Shift Commander, and they shall be subject to seniority and the manpower needs of the department, as established from time to time by the Chief of the Department. However, opportunities shall be provided by the Department to allow at least two (2) persons to be scheduled off on vacation at any time.
5. No vacation time will be allowed without at least 24 hours' notice to the Shift Commander. Furthermore all vacation time must be canceled with a twenty-four (24) hour notice to the Shift Commander.
6. Work days for the purpose of vacation bids shall be taken in consecutive available days, and in total, for the number of days eligible except as specified below:
 - a. Employees wishing to split their vacation days for the designated vacation period, shall have one (1) primary choice. After this primary choice, the employee shall go to the bottom of the list until all employees have had a primary choice. Then, after the employee's secondary choice, the employee shall go to the bottom of the seniority list until all employees have had a secondary choice. Only 24 hour vacation days may be selected for the primary and secondary choices.
 - b. Each employee shall designate his/her primary vacation choice between December 1st and December 15th.
 - c. Each employee shall designate his/her secondary vacation choice between December 16th and December 31st.
 - d. Employees shall be entitled to primary and secondary choice on the vacation schedule based on seniority (Article 11) in the department.

C. FIREFIGHTING DIVISION - VACATION TIME BANK

All vacation hours as of December 31 in excess of 300 hours shall be paid at the employee's current hourly rate on the first pay in February.

D. FIREFIGHTING DIVISION - AFC HOURS

A maximum of 1150 hours may be applied to the employee's total AFC formula.

E. FORTY HOUR PERSONNEL - ELIGIBILITY AND AMOUNT

1. Employees ~~hire before November 1, 2014~~, working other scheduled hours apart from the Firefighting Function shall receive vacation hours in the amounts as listed:

6 mos - 3 yrs	116 hrs
3 yrs - 7 yrs	180 hrs
7 yrs - 10 yrs	212 hrs
10 yrs - 15 yrs	264 hrs
15 yrs - +	264 hrs

2. Employees hired on or after November 1, 2014, working scheduled hours apart from the Firefighting function shall receive vacation hours in the amounts as listed:

6 mos	3 yrs	80 hrs
3 yrs	7 yrs	120 hrs
7 yrs	10 yrs	160 hrs
10 yrs	15 yrs	192 hrs
15 yrs	+	192 hrs

3. Employees must obtain one full year's seniority prior to using any vacation time.

F. FORTY HOUR PERSONNEL - VACATION SCHEDULING

No vacation time will be allowed without twelve (12) hours' notice to the Chief. Vacation selections shall be made according to seniority.

G. FORTY HOUR PERSONNEL - VACATION TIME BANK

All vacation hours as of December 31 in excess of 240 hours shall be paid at the employee's current hourly rate on the first pay in February.

H. FORTY HOUR PERSONNEL - AFC HOURS

A maximum of 1150 hours may be applied to the employee's AFC formula.

I. 50.4 HOUR DIVISION AND 40 HOUR DIVISION PERSONNEL - RELATIONS BETWEEN DIVISIONS

Forty Hour Indexing. In the event that an employee transfers from the 50.4 Hour schedule to a 40 Hour work week status, the hours in the vacation bank shall be automatically indexed by multiplying forty (40) hours times the current number of hours in the employee's vacation bank divided by the Firefighting function regular work week hours. In the event an employee transfers back to the 50.4 Hour schedule from a 40 Hour status, his/her hours are automatically indexed up by multiplying the Firefighting function regular work week hours times the employee's current vacation bank hours divided by forty (40) hours.

J. 50.4 HOUR DIVISION AND 40 HOUR DIVISION PERSONNEL - TERMINATION OF EMPLOYMENT

Upon separation from service, for any reason except retirement, an employee shall be paid within thirty (30) days for earned vacation. In the event of death, the employee's dependents or heirs if designated, or the employee's estate shall be paid the vacation pay. In the event of separation from service due to retirement an employee will be paid out for earned vacation & sick leave in accordance with the City's Vacation & Sick payout policy (in place at the time of the signing of the tentative agreement) which abides by IRS Regulations. For the purpose of this article, "retirement" shall be defined as an employee who leaves the City and who is vested in retirement. Any earned vacation payout is at one hundred (100%) percent of his/her prevailing hourly rate at time of separation.

ARTICLE 14 - INSURANCES

A. LIFE INSURANCE

1. Each employee of the Fire Department shall be provided with a life and accident insurance policy, double indemnity, which may be in the form of a group policy. This policy shall be in the amount of seventy thousand (\$70,000) dollars for the ranks of Firefighter and Sergeant/Driver/Engineer, and in the amount of eighty-three thousand (\$83,000) dollars for the ranks of Captain, Battalion Chief, and Assistant Chief.
2. In addition to the Life Insurance Policy for each employee of the Fire Department, Group Accidental Death and Dismemberment Insurance benefits shall be provided as follows:

Amount equal to the Amount of Life and Accident Policy Loss of Life

Loss of Both Hands Loss of Both Feet

Loss of Sight of Both Eyes

Loss of One Hand and One Foot

Loss of One Hand and Sight of One Eye Loss of One Foot and Sight of One Eye

Amount equal to One-half the amount of the Life and Accident Policy

Loss of One Hand Loss of One Foot

Loss of Sight of One Eye

3. Any death of a department employee resulting from the performance of firefighter duties, including: viral or bacterial infections that were reported in accordance with the Blood borne Pathogen and Airborne Pathogen Reporting Policies of the Department, hazardous material or TEMS responses, or inhalation of smoke or gases while on duty will be considered accidental.

B. MEDICAL AND HOSPITAL INSURANCE

For all employees/retirees, eligible spouses and eligible dependents the City agrees to provide medical insurance as stated in paragraphs 1 through 6, below:

1. It is mutually agreed upon that employees will be required to share the cost of their healthcare through the city in accordance with Act 152 of the Public Acts of Michigan of 2011. In the event that PA 152 is repealed, the cost sharing in place at the time the Act is repealed shall remain in effect.
2. The City will provide all employees, eligible spouses, and dependents one of the following choices of medical programs. An employee or retiree may select one of the following choices at the designated open enrollment period:
 - a. The City will provide the ability to select coverage under health plans that provide substantially similar ranges of premiums and coverages as the health plans being offered, as those plans may be modified by the health insurance provider. The health plans offered by the City shall include at least two different PPO options and a Qualified High Deductible Health Plan (QHDHP) comparable to current PPO1, Base and current QHDHP.

The Union will be consulted, and the issue of comparable coverage shall be grievable. Benefit summaries for each plan will be listed in Appendix H.

- b. Mutual Gains program- Employees who are able to obtain health insurance through a spouse or as a dependent of another may participate in City's 2013 Mutual Gains Program as set by plan on file in the City's Personnel Office. The 2013 Mutual Gains Program establishes a stipend to those employees who have health insurance through another non-City provider of \$1,200 per year for single coverage, \$2,400 per year for 2 person coverage, and \$3,600 per year for family coverage.
3. Equivalent coverage of the above plans may be provided by the City, provided the Union is supplied with copies of any proposals by new carriers. The City shall not offer less than the five (5) healthcare plans. In the event that the Union questions the comparability or equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules the plan is equivalent or better.
4. Pre-Medicare Retirees
 - a. For employees hired prior to November 1, 2014 the healthcare plan(s) and related cost-sharing of active employees shall be the same for the pre-Medicare retiree and/or eligible spouse or dependents upon retirement. The pre- Medicare retiree healthcare is subject to changes in the future with respect to healthcare plans, cost sharing, and for the purpose of insuring themselves, their spouse, and eligible dependents, as those changes may occur with active employees.
 - i. The parties acknowledge that this language provides that the healthcare plans for pre-Medicare retirees may change consistent with changes applicable to active employees, which could include carriers, i.e. Blue Cross, United Health, HAP, BCN, etc. and the levels of coverage, i.e. PPO-1, -2, Base, etc. The parties had different interpretations of how cost sharing ("contributions") toward healthcare by pre-Medicare retirees would be calculated.
 - ii. Active employees are subject to the Michigan P.A. 152 "hard cap" option for public employee contributions toward healthcare costs and that should P.A.152 be repealed at any time in the future, the employee cost sharing in effect at the time of P.A. 152 being repealed shall remain for the active employees. In that event, cost-sharing toward healthcare shall remain in effect for the retirees.
 - iii. Standard underwriting procedures and compliance with GASB 43/45 require separate premiums for active employees and retirees. Typically, retiree premiums are higher than premiums for active employees, reflecting the medical needs of older persons.
 - iv. This reasonable distribution of healthcare costs among the benefitting population has the effect that the retiree premium equivalent rates are higher than the premium equivalent rates of active employees as like plans, i.e. retiree PPO-1 plan compared to active employee PPO-1 plan.

v. The standard formula for calculating the pre-Medicare retiree contributions toward healthcare as follows:

1. Retirees eligible for health care in retirement shall contribute toward their healthcare. Retiree contributions shall be based upon the percentage of the total retiree premium compared to the total active employee premium for the same health plan. This percentage shall be calculated using the Single Person coverage premium for active employees and pre-Medicare retirees of each of the plans offered, currently, the BCBSM PPO-1, PPO-2, Base, Value, and Qualified High Deductible Health Plans. This percentage shall be multiplied by the active employee contributions for the same plan.
2. Following are four examples of how the pre-Medicare retiree's costs toward his/her health care would be determined using this percentage in calculating costs:

a. Example:

Active employee Base Plan, Single Person	= \$ 6,918.24 per year
Hard Cap max*	<u>6,344.80</u>
Active employee contribution	\$ 573.44 per year
Retiree Base Plan, Single Person=	\$ 7,956.00 per year
\$ 7,956.00 / \$6,918.24 = 15.0% difference	
Retiree contribution	
15.0% higher than active employee contr. \$ 659.46 per year	

b. Example:

Active employee PPO-1, Single person=	\$ 7,861.68 per year
Hard Cap max	<u>6,344.80</u>
Active employee contribution	1,516.88 per year
Retiree PPO-1, Single Person=	\$ 9,040.92 per year
\$ 9,040.92 / \$7,861.68 = 15.0% difference	
Retiree contribution	
15.0% higher than active employee contr. \$ 1,744.41 per year	

c. Example:

Active employee PPO-1, Family Plan =	\$ 21,462.24 per year
Hard Cap max	<u>17,304.02</u>
Active employee contribution	\$ 4,158.22 per year
Retiree PPO-1, Family Plan=	\$ 24,681.60 per year
\$ 24,681.60 / \$21,462.24 = 15.0% difference	
Retiree contribution	
15.0% higher than active employee contr. \$ 4,781.95 per year	

d. Example:

Active employee Value, Single Person =	\$ 6,446.52 per year
Hard Cap max	<u>6,344.80</u>

Active employee contribution	\$ 101.72 per year
Retiree Value Plan, Single Person =	\$ 7,413.48 per year
$\$7,413.48 / \$6,446.52 = 15.0\% \text{ difference}$	
Retiree contribution	
15.0% higher than active employee	
Contribution	\$ 116.98 per year

3. Retirees shall not be required to pay any contribution toward healthcare if:

- a. The annual Hard Cap amount for an active employee plan (level of coverage) exceeds the annual premium for the same retiree plan (level of coverage); or
- b. The annual Hard Cap amount for an active employee plan (single person) exceeds the annual premium for active employee plan (single person), provided the retiree selects the same plan.

The pre-Medicare retiree's percentage toward healthcare shall be adjusted annually as the premiums are determined and implemented.

- vi. In the future, pre-Medicare retirees will be informed in writing during the open enrollment period of any changes to their contributions based upon changes in the new premiums.
- b. The City will provide all retirees hired before November 1, 2014, their eligible spouses and dependents one of the medical plans offered to active employees, provided that the retired employee or spouse is drawing benefits or a pension as provided for in Act 345 of Public Acts of Michigan of 1937, as amended. A retiree may select one of the choices annually at the designated open enrollment period.
- c. Retirees, spouses or dependents receiving a duty related disability or duty related death benefit under Act 345 shall have 100 % of their premiums paid by the City.
- 5. In the event a person retires and engages in other employment where health insurance coverage comparable to herein, the obligation to pay the Pre- Medicare premiums for hereunder shall be suspended during the period of such other coverage. Further, employees eligible for Medicare must apply for Medicare Part A and B coverage when eligible. This provision also covers employees who have already retired, and their spouses as covered under Act 345.
- 6. Post-Medicare Retirees

For retirees who were hired before November 1, 2014 and who are eligible for Medicare, the City will provide a Health Reimbursement Account (HRA) in lieu of a City provided supplemental Medicare insurance policy. The provisions of the agreement are as follows:

- a. Effective July 1, 2014 the city shall fund an HRA for the retiree and/or spouse at \$2,000 for single and \$4,000 for a couple. This funding shall continue annually.

- b. Effective July 1, 2016 the City shall fund an HRA for Post-Medicare Healthcare for the retirees and/or spouses at \$3,500 for a single and \$7,000 for a couple. This funding shall continue annually.
- c. Effective July 1, 2016 the City shall increase the HRA contributions for Post- Medicare Healthcare for employees/ retirees that were hired before January 1, 1997 by the Federal Medical Consumer Price Index and adjusted annually at open enrollment.
- d. The City shall contribute a prorated amount into the employees HRA ninety (90) days before said employees or spouses qualifies for Medicare. The year after the employees or spouses qualify for Medicare the City shall make the HRA contribution on the first of every year.
- e. Employees hired on or after November 1, 2014 shall be enrolled in a Healthcare Savings Plan (HCSP) for retiree healthcare. The city shall contribute \$2,000 per year for 2014-2016. This contribution shall be made annually by the last pay in December.
- f. Effective July 1, 2017 the City shall contribute \$3,000 annually to an HCSP for employees hired on or after November 1, 2014.
- g. Employees hired on or after November 1, 2014 shall be vested in the HCSP plan at ten (10) years.

C. DENTAL PROGRAM

The City will provide the Delta Dental Program providing eighty (80%) percent of treatment costs on Class I, Class II, and Class III (\$1000 annual / \$1000 lifetime orthodontic) benefits to be defined by the Delta Dental Plan, or the equivalent provided the Union is supplied with copies of any proposals by new carriers. In the event that the Union questions the comparability of equivalency, the plan cannot be implemented until a mutually agreed to insurance consultant arbitrates and rules if the Plan is equivalent or better.

D. INDEMNIFICATION ASSURANCE

The City shall insure or completely indemnify Fire Department employees against any and all claims arising out of participation in an all acts attendant to firefighting, hazardous material responses, TEMS, and operation of emergency medical service, with the exception of acts of gross negligence.

E. OPTICAL INSURANCE

The City shall provide all active employees and their eligible dependents the EyeMed Plan for optical benefits as summarized in Exhibit A.

F. WORKERS COMPENSATION

On The Job Injury. Each employee will be covered by the applicable Worker's Compensation Laws. If a firefighter is disabled from an on the job injury or while off duty and acting in the capacity of the Fire Department and cannot perform his/her duties as a firefighter, he/she shall receive

workers compensation plus supplemental pay equal to his/her base pay at the time of the injury adjusted by any salary changes of this and future contracts. 100 % of gross pay will be paid for the first two (2) years after any on- the-job injury/illness and then 50 % of the difference between worker's compensation and gross pay for an additional period of three (3) years.

G. DEATH IN THE LINE OF DUTY

In the event that an employee is killed in the line of duty, his/her designated beneficiaries shall receive one (1) full year's benefits provided under the existing contract in addition to life insurance benefits that are herein provided. Benefits shall include total salary, longevity and holiday pay. Payment is to be made to the beneficiary on regular pay days for twelve (12) months from the date of the employee's death. In the event that an active employee dies of cancer while employed by the City, his/her designated beneficiary shall receive the benefits specified in this paragraph, provided that nothing herein shall be construed to mean or imply that such illness arose in the course of working for the City or that such illness or employee is covered by Worker's Compensation.

ARTICLE 15 - PROMOTIONS

A. ELIGIBILITY

1. Only Driver-Engineer-Sergeants and Captains in the Firefighting Division may test for promotion to Captain in the Fire Prevention Division.
2. Only Driver-Engineer Sergeants may test for promotion to Captain in the Firefighting Division.
3. Captains in the Firefighting Division and the Battalion Chief of Apparatus Maintenance, may test for promotion to Battalion Chief in the Fire Fighting Division so long as they have held the rank of Captain in the Firefighting Division.
4. All Captains and Battalion Chiefs may test for promotion to the position of Apparatus Maintenance/ Training Battalion Chief.
5. Only Captain(s) in the Fire Prevention Division may test for promotions to Battalion Chiefs in the Fire Prevention Division.
6. Only Battalion Chief(s) in the Firefighting Division and Apparatus Maintenance/ Training Division may test for promotion to Deputy Chief of the Fire Fighting Division so long as they have held the position of Captain in the Firefighting Division.
7. The Battalion Chief and the Captain(s) in the Fire Prevention Divisions may test for promotion to Assistant Chief of Fire Prevention.
8. All Captains and Battalion Chiefs may test for the promotion to the Assistant Chief in the Training and Education Division so long as they have held the rank of Captain in the Firefighting Division.
9. All Captains and Battalion Chiefs may test for the promotion to the Assistant Chief/EMS Coordinator. Effective June 01, 2003, only paramedic Captains and paramedic Battalion Chiefs

may test for the promotion to the Assistant Chief/EMS Coordinator so long as they have held the rank of Captain in the Firefighting Division.

10. All requirements for promotions as set forth in P.A. 78 must be met as a condition for eligibility for promotion.

B. TRANSFERRING BETWEEN DIVISIONS

1. A Captain desiring to transfer from one Division to another must revert to the rank he/she held prior to his/her assignments to either Firefighting or Fire Prevention. This transfer may occur only when a vacancy in that rank is available or after the Captain requesting a transfer submits in writing his/her desire to revert to the rank he/she previously held and a successful candidate is appointed to fill his/her position. The person requesting the transfer must then accept the position where the vacancy occurs.
2. An Assistant Chief in the Training and Education Division and EMS Coordinator desiring to transfer from their division back to a previously held position must revert to the rank he/she held prior to his/her assignment. This transfer may occur only when a vacancy in that rank is available or after the Assistant Chief requesting a transfer submits in writing his/her desire to revert to the rank he previously held and a successful candidate is appointed to fill his/her position. The person requesting the transfer must then accept the position where the vacancy occurs.

C. PROMOTIONS

The testing procedure to be used for establishing the lists from which promotions are to be made shall be as follows:

1. A written test that requires a minimum score of seventy (70%) percent to pass. The written passing score shall be converted to points. E.g. 70 % = 70 points 100% = 100 points.
2. Upon passing a written exam with a minimum score of seventy (70) points, additional points shall be added as follows:
 - a. Seniority points. One half (1/2) for each full year of service up to a maximum of ten (10) points.
 - b. Oral test points. An oral examination shall be conducted that shall add from one (1) to twenty (20) points. The points shall be calculated as an average of the score given by each member of the oral board. The Westland Fire and Police Civil Service Commissioners shall serve as the oral board for all promotions.
3. Except for the testing for forty hour positions, the promotional testing process shall take place within sufficient time to maintain in effect, at all times, a current eligibility list. There must be at least a sixty (60) day notice prior to the beginning of a promotional exam.
4. When establishing the eligibility list, the written test score, seniority points, and oral test points shall be added together to determine the eligibility list. The candidate with the highest total of points shall appear first on the list followed by the next highest and so on.

5. Upon completion of promotional testing, each test score for all candidates shall be posted by test number. Test scores shall include a breakdown of written, oral and seniority points.

D. ORIGINAL APPOINTMENTS TO THE FIRE DEPARTMENT

The testing procedure to be used for establishing the lists from which original appointments are to be made shall be as follows:

1. A written test that requires a minimum score of seventy (70%) percent to pass. The written passing score shall be converted to points. e.g. 70% = 70 points 100 % = 100 points.
2. Upon passing a written exam with a minimum score of seventy (70) Points, additional points shall be added as follows:
 - a. Oral test points. An oral examination shall be conducted that shall add from one to twenty (20) points. The points shall be calculated as an average of the score given by each member of the oral board.
 - b. Bonus points. In addition to oral test points applicants shall receive bonus points as follows:
 - i. One (1) point if the applicant has an Associates, or higher Degree in Fire Science from an accredited school;
 - ii. Two (2) points if the applicant has a current State of Michigan EMT-P Certification;
3. Original appointments to the position of Firefighter must also meet Application, Eligibility, and Physical Examination requirements as required by Public Act No. 78, Section 38.510, of the State of Michigan as amended.
4. When establishing the eligibility list, the written test score, bonus points and oral test points shall be added together to determine the eligibility list. The candidate with the highest total of points shall appear first on the list followed by the next highest and so on.

E. PROBATIONARY PERIOD

The probationary period for new appointments to the Fire Department shall be one (1) year. Probationary firefighters shall be counted as manpower in the discretion of the City. When the probationary firefighter is counted as manpower, he/she shall be entitled to all wages and benefits of a six month employee. Any probationary employee assigned to an ALS vehicle for training purposes shall receive ALS Assignment pay.

ARTICLE 16 - EDUCATION TRAINING

A. TUITION

1. The City agrees to pay tuition refund up to \$4000.00 annually for employees hired before November 1, 2014 and \$2500.00 annually for employees hired after November 1, 2014 for all classes in the required curriculum leading to a degree in fire science, fire administration, health &

safety, business, public administration, healthcare, and/or Emergency Medical Service subject to the following conditions:

- a. That the employee secures written approval from the Chief prior to enrollment for said class.
- b. That the employee receives a passing grade.
- c. Any time off of work, so that the employee can attend class, shall be at the discretion of the Chief.
- d. Reimbursement will be based on the amount of funding approved by City Council in each fiscal year budget.
- e. Should an employee resign, or be discharged within five (5) years of receiving tuition reimbursement, the employee shall repay the City as listed in the chart below:
 - i. Within 12 months - 100%
 - ii. 13-24 months- 80%
 - iii. 25-36 months- 60%
 - iv. 37-48 months- 40%
 - v. 49-60 months-20%

B. SCHEDULING LIMITATIONS

The number of employees taking such training is subject to scheduling limitations.

C. TEXT BOOKS

Text books will be provided from the Fire Department Library or purchased for retention in the Library by the City.

D. COMPULSORY SCHOOLING

1. The City agrees to pay each member of the Union time and one-half (Article 7, R) for classes or schooling required by the City on an employee's leave day, except as provided in Article 16, Paragraph F,1-5.
2. If it takes an employee longer to drive to and from school than it normally takes the employee to drive to and from work, the employee shall be paid for the difference in overtime.
3. All employees attending school at the City's request who drive their privately owned vehicle will be paid mileage in accordance with Article 7, F.

E. EMT-B, EMT-S, EMT-P TRAINING

1. All employees of the Firefighting Function, shall, as a condition of continuing employment, be required to receive necessary training and schooling through the City sponsored CE Sponsorship program or at an institute of higher learning of the City's choice in order to attain and maintain a State EMT-B, EMT-S, or EMT-P Certification and/or Licensing at the City's expense.

- a. The City will deliver BLS, ACLS refresher courses and testing, EMT (Basic) practical courses, and EMT-P (Paramedic) practical courses.
 - b. The Assistant Chief EMS Coordinator shall schedule all EMS training course sessions.
 - c. EMS and other training shall be scheduled, assigned, and administered by the Assistant Chief EMS Coordinator on the Master Training Schedule.
 - d. The Master Training Schedule will set forth the training assignment on a daily basis. Firefighting Division Battalion Chiefs shall be permitted to conduct additional training and/or alter the daily Master Training Schedule.
 - e. The Assistant Chief EMS Coordinator shall integrate scheduled EMS courses into the Master Training Schedule that schedules the required Fire Service, EMS training, and other State of Michigan required courses at least one year into the future.
2. EMP-P Licensure and ACLS Certification Required
 - a. All firefighters must already be a paramedic or shall become a paramedic as a condition of employment and as a part of successful completion of their eighteen (18) month probationary period or upon completion of licensure, so long as the employee has served a minimum of one (1) year probation. The City in its sole discretion may grant a one-time extension (Extended Probation) for up to two (2) years to provide a firefighter additional time to become a licensed as an EMT-P.
 1. If a firefighter has not attained EMPT-P licensure by the end of the Extended Probation, then he or she has failed to satisfy a condition of employment and shall be discharged, which shall not be subject to grievance, arbitration, or other appeal.
 2. Regardless of any other provision of this contract, an employee on Extended Probation shall not be reimbursed mileage or other expenses or be paid time and one-half for attending classes or clinicals. The employee will be granted release during work hours for classes and clinicals necessary to obtaining EMT-P licensure.
 - b. All Paramedics and Specialists shall, as a condition of continued employment, maintain all licenses and certifications necessary to perform their duties as ALS providers. Employees who are EMT'S on 7-1-98, shall be required to maintain State EMT Certification. All paramedics must have ACLS (Advanced Cardiac Life Support) Certification. The City agrees to provide employees who require training classes provided by certified medical personnel, paramedic ICs, hospitals, medical schools, or EMS schools. All licenses and certifications shall be current. License and Certification fees will be paid by the City upon submission to the Chief of proper paperwork by the employee.
3. The employee shall take EMT-B, EMT-S, or EMT-P training at such time as the City is able to schedule the classes. The City shall make every effort to schedule EMT refresher training twice annually. An employee on Extended Probation is required to schedule his or her own EMT-P training.

4. In the event an employee is on-duty the employee shall be granted duty-release time to attend these refresher training classes. In the event an employee is off-duty and is required to attend these classes he/she shall be entitled to compensation at the rate of time and one-half. In either event the employee shall be paid mileage in accordance with Article 7, F.
5. An employee who fails to become certified after initially undertaking refresher training must thereafter in each instance take the next available class, on his/her own time and at his/her own expense. Failure by the employee to attend the next available class shall be deemed sufficient cause for discharge of that employee.
6. The City shall pay for any costs of licensure or re-certification fees for maintenance of EMT-P licensure and all necessary study materials needed to complete and maintain EMT-P licensure. The employee shall submit the proper paperwork associated with such licensure to the Chief's Office. For an employee on Extended Probation, the City shall pay costs of EMT-B licensure or re-certification fees only, and not any costs related to EMT-P licensure, certification, including study materials and other costs.
7. The City may institute an in-house Continuing EMS education program. Furthermore the Fire Chief or his designee shall apply (and renew as applicable) and obtain approval from the MDCH for a CE sponsorship program.
8. All employees shall have the opportunity to attend at least two (2) hours of continuing EMS education classes monthly.
9. Instructors shall be utilized from Department Employees on a voluntary basis on shift if possible. It is further agreed that employees shall be compensated under Article 7 Section R paragraph 5 of the CBA if said employee is not working a scheduled duty day.
10. It is further agreed that the Fire Chief shall sponsor a bi-annual IC Continuing Education class. Furthermore only employees participating in the voluntary CE sponsorship program shall be permitted to attend the IC continuing education courses.
11. The City maintains the responsibility to ensure all members have the necessary training and schooling to maintain a state EMT-B, EMT-S, or EMT-P certification and/or licensing at the expense of the City, except where such costs are allocated to the employee in this contract.

F. FIRE OFFICER TRAINING/PUMP OPERATOR TRAINING

1. Effective July 1, 2014, all bargaining unit members shall be trained to the level of their responsibility with-in the Department. The City shall adhere to the following minimum levels of their respective ranks as listed below and in accordance with the standards set forth in the Michigan Firefighter Training Council (MFFTC) PA 291 of 1966 or its successor.
2. All Firefighters that have successfully passed probation shall be offered at the expense of the City, a pump operator class approved by the MFFTC. Employees attending these classes shall be released on duty days. When an employee attends these classes on non-duty days he/she will not be paid overtime by the City. All members who complete these classes shall be compensated according to Article 7 paragraph S, a-d.

3. All Sergeant/Driver/Engineers, Captains, and Battalion Chiefs shall be offered at the expense of the City, a MFFTC Fire Officer I and Fire Officer II training class. Employees attending these classes shall be released on duty days. When an employee attends these classes on non-duty days he/she will not be paid overtime by the City. All members who complete these classes shall be compensated according to Article 7 paragraph S, a-d.
4. All Captains, and Battalion Chiefs that have successfully completed the MFFTC FO I and FO II series shall be offered at the expense of the City, a MFFTC Fire Officer III class. When an employee attends these classes on non-duty days he/she will not be paid overtime by the City. All members who complete these classes shall be compensated according to Article 7 paragraph S, a-d.
5. All classes listed above, shall be offered to the respective employees that qualify to attend said classes within eighteen (18) months of obtaining the said rank or seniority.

ARTICLE 17 - PHYSICAL EXAMINATIONS

A. PHYSICAL EXAMINATION FOR EMERGENCY MEDICAL TECHNICIAN (EMT) LICENSE

The City shall provide a physical examination, at its own expense, for each employee of the Fire Department. Employees participating in the physical examination will not be required to release to the City, any of the results of such an examination, as any results of an examination are confidential between the participating employee and the health care provider.

B. PHYSICAL EXAMINATION FOR E.M.T. LICENSE BY PHYSICIAN OTHER THAN CITY'S PHYSICIAN

1. An employee may be examined, should the employee so desire, by a physician of his/her choice other than the City Physician. The City will reimburse that employee the amount he/she paid to said physician, up to, but not to exceed the amount paid to the City's physician for like examination. This reimbursement will be paid to the employee in the next regular pay period following the employee's presentation of the forms necessary for an E.M.T. License, and a paid receipt from the employee's physician evidencing payment by the employee to the physician for the examination.
2. On or about the time an employee's E.M.T. License comes due for renewal, if requested in writing of the Chief by the employee, the City, through its Chief, will inform the employee of the amount that the City is currently paying the City Physician for such examination.
3. The examining physician shall prepare the forms necessary for an E.M.T. License, as provided for in Act 79 of the Public Acts of Michigan of 1981, for those employees examined by him/her. A valid E.M.T. License shall be shown, by each employee annually, to the Chief of the Department, or any other City Official designated by the Chief Executive Officer.

ARTICLE 18 - GENERAL PROVISIONS

A. HOUSEKEEPING

All members of the firefighting function shall participate equally in the housekeeping duties, under the general supervision of the station commander who shall also participate in said housekeeping duties. These duties shall commence by 9:00 a.m. and be completed by 12:00 noon daily. Housekeeping duties shall be completed expeditiously. If, because of unusual situations, this work is not completed in the above time, it shall be completed between the hours of 1:00 p.m. and 4:00 p.m.

B. MAINTENANCE

1. Any maintenance other than skilled trades shall be performed during the regular housekeeping period. Outside maintenance, including training shall be done only when weather permits.
2. No employee of the Fire Department shall be required to do work usually performed by a skilled tradesman, e.g., electrician, plumber, or carpenter. However, this shall not preclude a Fire Department employee from voluntarily performing such work.
3. Firefighter's duties shall consist of keeping Fire Department equipment and vehicles clean and performing light maintenance and all other work directly related with Firefighting and Fire Prevention, including general hydrant maintenance, excluding repair and replacement.

C. RECREATION

The City shall permit the Union to supply each Fire Station with recreational equipment to be used after the housekeeping period is completed.

D. RESIDENCY

No present or prospective employee of the City shall be required to be a resident of the City of Westland in order to gain or maintain employment with the City.

E. SAFETY COMMITTEE

1. It is mutually agreed that safety of Department Personnel and the citizens they serve is of prime importance. To enhance that aim, a departmental safety committee shall be maintained consisting of the Chief of the Department, a representative appointed by the City Administration and three (3) Union members, one (1) of whom shall be a command officer. The Safety Committee will meet at least twice annually, with scheduled meetings in March and September.
2. This committee shall periodically inspect all rolling equipment, hoses, and implements, protective gear, as well as review departmental procedures in the safety area. Recommendations for improved safety equipment and procedures shall be made by the committee to the City Administration. The committee shall develop a safety manual for use by the Fire Department.
3. The committee, by majority vote, may initiate a safety grievance, which shall be filed at the Third Step of the Grievance Procedure.

F. PRECLUSION FROM OUTSIDE MEDICAL EMPLOYMENT

Because of Firefighter/Paramedic burnout, blood borne pathogen, airborne pathogen, and related stresses, firefighters shall be precluded from working on their off-duty time for any other EMS, ambulance, rescue, hospital, clinic, or health care facility in the capacity of a health care worker, unless specific approval is granted by the Chief of the Department.

G. RESCUE-PERSONNEL-MISCELLANEOUS RESPONSIBILITIES AND DUTIES

1. It shall be the responsibility of all ambulance/rescue personnel to collect and complete the medical and insurance information on each patient who has been provided medical rescue service. It shall also be their responsibility to enter all required data into the City's computer system.
2. The City shall also have the ability to utilize their trained medical personnel to perform at their level of licensing for other medical services and for training. Those services may include Mantoux II tests, and inoculations.

H. EMPLOYEE RIGHTS

1. Each employee shall have the right upon request to review the contents of his/her own personnel file maintained at the City. All evaluations by supervisory personnel or validated complaints directed toward the employee which are included in the personnel file shall be called to the employee's attention at the time of such inclusion.
2. Within a two year period following the insertion of a letter of reprimand in the personnel file of the employee, he/she may ask that review be made, and unless there is substantial reason otherwise, the letter will be removed and record of it expunged.

I. DRUG TESTING AGREEMENT

1. It is agreed by both parties that the Fire Chief, or Deputy Chief of the Department acting for the Chief, may order employees that are involved in motor vehicle accidents while driving Department vehicles to a blood alcohol and rapid urine drug screening (RUDS).
2. In the event an employee is involved in a motor vehicle accident while driving a Department vehicle the employee may be ordered to Annapolis, Garden City, or St. Mary Hospital (or at the hospital they are transported to if injured) for an ETOH blood alcohol level test and RUDS.
3. If the employee's ETOH blood alcohol level is above .04 % blood alcohol content the employee shall be placed on Administrative Leave status without pay immediately pending investigation.
4. RUDS shall test for the following substances: Amphetamines, Barbiturates, Benzodiazepines, Cannaboids, Cocaine metabolites, Methamphetamines, Opiates, and Tri cyclic Antidepressants. Due to the possibility of false positive test results for a variety of reasons (prescriptions, over the counter drugs, cannabis previous to incident, etc.), amphetamine, barbiturate, benzodiazepine, cannaboid, opiate, and tricyclic antidepressant positive test results shall only be considered positive if odd, suspicious, erratic, or other unusual behavior by the employee is documented by

a police officer, fire command officers (Deputy Chief, Battalion Chief, or Captain on scene), or the ordering doctor at the hospital.

5. If the employee tests positive for Cocaine, Methamphetamines, or any other RUDS test with documented odd, suspicious, erratic, or unusual behavior by a police officer, fire command officers (Deputy Chief, Battalion Chief, or Captain on scene), or the ordering doctor at the hospital, the employee shall be placed on Administrative Leave status without pay immediately pending investigation.
6. Any positive ETOH blood alcohol test above .04% blood alcohol content or positive RUDS test shall cause a second test to be drawn and sent to the lab. The employee and Deputy Chief, or his designee, shall inspect that sample vials are labeled correctly prior to being sent to the lab to ensure there is no possible error in the chain of custody.
7. All RUDS and ETOH blood alcohol tests shall be conducted through Annapolis, Garden City, or St. Mary Hospital emergency rooms. All costs associated with testing shall be paid by the City.

ARTICLE 19 - RETIREMENT PLAN

A. GENERAL PENSION PROVISIONS

1. The City shall provide pension benefits as required by Act 345 Public Acts of Michigan of 1937, as amended and as modified by this Agreement. In addition, the City shall provide that the regular retirement pension payable to the retirees of the Fire Department shall be 2.8% of the average final compensation multiplied by years of service for all credited service prior to October 31, 2014. For all credited service time after November 1, 2014 the City shall provide that the regular retirement pension payable to the retirees of the Fire Department shall be 2.5% of the average final compensation the first thirty (30) years of service credited to the retiree, plus 1% of his/her average final compensation multiplied by the number of years, and fraction of a year, of service years credited which are in excess of thirty (30) years.
2. The City shall provide pension benefits as required by Act 345 Public Acts of Michigan of 1937, as amended and as modified by this Agreement. In addition, the City shall provide that the regular retirement pension payable to the retirees of the Fire Department hired after November 1, 2014 shall be 2.25% of the average final compensation the first thirty (30) years of service credited to the retiree, plus 1% of his/her average final compensation multiplied by the number of years, and fraction of a year, of service years credited which are in excess of thirty (30) years. Furthermore there shall be no escalators or cost of living increases and normal retirement age shall be 50.
3. For all retirees after 7/1/94, after six full years since the month of the employee's regular retirement, the monthly pension payment shall be increased by 5%.
4. For those employees hired prior to November 1, 2014 Average Final Compensation is to be computed on the best three (3) out of the last ten (10) years.
5. For those employees hired after November 1, 2014 Average Final Compensation is to be computed on the best five (5) out of the last ten years.

6. All employees hired before November 1, 2014 shall be eligible for regular retirement benefits after twenty-five (25) years service, regardless of age.
7. A retired employee shall select an option within sixty (60) days after retirement. If the retiree fails to select an option within sixty (60) days, then an option shall be selected for him/her as follows:
 - a. If the retiree is married at the time of retirement, then upon his/her death the surviving spouse shall be entitled to a pension equal to sixty (60%) percent of the regular retirement pension.
 - b. If the retiree is not married at the time of retirement but has a dependent child or children, then the youngest dependent surviving child shall receive a pension equal to fifty percent (50%) of the retiree's regular retirement pension.
8. Annuity Withdrawal and Employee Pension Contributions
 - a. Effective November 1, 2014 all Employees of the department shall pay 5% of their pensionable earnings as their contribution towards the Act 345 Retirement System credited on their behalf.
 - b. The City recognizes that the Union shall retain a delegate as a contributory member on the Act 345 Pension Board, as provided by the statute.
 - c. Employees have the right to annuity withdrawal rights under the terms and conditions as outlined below:
 - i. The parties agree that the de facto operation of the Retirement System for the City of Westland since at least January 1, 1992, consists of a defined benefit plan commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan which have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans, under the provisions of the Internal Revenue Code. The parties acknowledge that not all administrative procedures regarding operation of two plans were put into place prior to 1992. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties agree to all requirement with respect to maintaining the plans as qualified plans. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e. the pension and annuity) of the plans of the Retirement system. It is agreed that, other than additional administrative and processing costs and nominal actuarial costs, the action required by the City pursuant to this Section, shall not result in additional costs to the employer or the Pension Fund.

- ii. Both the Defined Contribution Plan and the Defined Benefit Plan of the Retirement system are intended to be a plan qualified under Section 401(a) of the Internal Revenue Code. The defined contribution Plan provides for employer contributions to be made by the employer to the member's account, in amounts as determined by collective bargaining and any income, gains or losses as determined by investment performance, collective bargaining or the Board of Trustees, less expenses as determined by the Board of Trustees of the Retirement System.
- iii. If a member makes an election, for lump sum withdrawal of defined contribution plan amounts, an annuity (defined contribution plan) portion of any retirement allowance shall be reduced by an amount which reflects the actuarial reduction (actuarial value of the withdrawn amount) so that this benefit does not result in an increase the employer costs to provide the total Retirement system benefit.
- iv. The defined contribution plan and the defined benefit plan together will provide the total retirement benefit payable per collective bargaining for union employees and established benefits for non-union employees.
- v. This option is only available with respect to regular service retirement benefits and to disability retirants at the time they begin to receive benefits as if they were regular service retirants (i.e., same benefit computation) which occurs upon reaching age fifty-five (55) years with twenty-five years of service or per collective bargaining agreement. The Board of Trustees of the Retirement System will decide any issues with respect to this matter, subject to applicable collective bargaining provisions, and shall adopt appropriate policies and procedures to implement this agreement which decision of the Board of Trustees shall be final and binding on all parties.
- d. If a firefighter is deceased prior to the surviving spouse's ability to vest a pension under the terms and conditions of Act 345, the surviving spouse shall be entitled to withdraw all accumulated employee contributions.

B. AVERAGE FINAL COMPENSATION

1. Average Final Compensation for Employees hired before January 1, 2010 will be calculated to include:
 - a. Base Wage
 - b. Firefighter Training Pay (Maximum \$500.00)
 - c. Holiday Pay
 - d. Uniform Allowance (Maximum \$1250.00)
 - e. Pay for unused sick time according to the schedule in Article 12
 - f. Pay for unused vacation leave as specified in Article 13
 - g. Paramedic Allowance Pay
 - h. Food Allowance (Maximum \$1350.00)
 - i. On-Call Pay (Maximum \$1350.00)

- j. Advanced Life Support Assignment Pay
 - k. Technological Bonus
2. Average final Compensation for employees hired after January 1, 2010 will be calculated to include:
 - a. Base Wage
 - b. Overtime
 - c. 240 hours unused leave time
3. Average Final Compensation for employees hired after November 1, 2014 will be calculated to include:
 - a. Base Wage
 - b. 240 hours unused leave time

C. AUTOMATIC VESTING RIGHTS

After the completion of ten (10) years of service an employee is automatically vested. After ten (10) years the surviving spouse shall have all the pension rights as specified in P.A. 345 Sec. 6a (1) and (2).

D. PRIOR SERVICE

These provisions do not apply to any employee electing an optional Defined Contribution (DC) retirement plan.

The following apply to all purchases of prior service credit, effective after ratification, January 18, 2022, regardless of employees hire date:

1. An employee may purchase "prior service credit" when he or she previously (1) served on active duty in military, and/or (2) was employed as a full-time firefighter. Prior service credit shall be applied to calculate an employee's years of service towards his or her pension.
2. Qualified Service. To qualify, the prior employer(s) must have classified the employee as "full time", and the employee must have worked an average of at least 40 hours per week or 2,080 hours per year. Prior employment under "part time", "paid-on-call", "auxiliary", "temporary", or "seasonal" classification is not qualified for prior service credit.
3. Furnishing Information. The employee must provide documentation from the prior employer(s) that states (1) the starting and ending dates of employment, (2) whether the employee was classified as "full time" during that period, and (3) the employee worked an average of at least 40 hours per week or 2,080 hours per year.
4. Ratio of Purchases & Hard Cap. Employees are limited to purchasing 1 year of credit for every 3 years of prior service, up to a maximum of 3 years of credit. The 3-year maximum applies regardless of any higher number of years of prior military or firefighting service or combination.
5. Limited Option Period. Current employees as of January 18, 2022 have 1 year to apply to purchase prior service credit. Employees hired after January 18, 2022 shall be subject to a 1-year timeframe

from their date of hire. After the applicable timeframe, an employee's option to purchase prior service credit expires, and the employee permanently waives any option to such purchase.

6. Payments. If an employee's application is approved, the employee shall pay the calculated payment. The city will offer at least two different payment options, including lump sum and installment payments. Installment payments will be set up for payroll deduction. An employee may use accumulated leave time (accumulated sick or vacation time) to make a lump sum payment. Within 14 calendar days of being approved to purchase prior service credit, the employee must contact payroll and elect a payment option.
7. Interest on Unpaid Balance. After the first 18 months of installment payments, any balance carried will be assessed eight percent (8%) interest, with no prepayment penalty.
8. Non-Payment. If an employee separates from service with the City for any reason prior to making payment in full, the employee shall not be entitled to the benefits of the prior service credit attributable to the unpaid principle.
9. Vesting Not Affected. Prior service credit shall not apply towards any vesting period after January 18, 2022 (date of ratification).

E. DUTY DISABILITY PENSIONS

1. An employee on a duty disability pension shall convert to a regular retirement pension when the retiree attains twenty-five years of combined years of active service and duty disability pension. The pension shall be calculated the same as a regular retirement pension under Section A., paragraph 1 of Article 19.
2. An employee who retires with a duty disability pension shall receive 85% of the current gross wage of the rank the employee last held. This payment shall continue until the retiree meets the minimum requirements to convert to a regular pension as described in E-1.
3. A duty disability retiree shall select an option within sixty (60) days after receiving his/her first duty disability retirement check. If the duty disability retiree is incapable of selecting an option within sixty (60) days, then the duty disability retiree or retiree's spouse or guardian may request a sixty (60) days extension of time in which to select an option. If the duty disability retiree does not select an option with the extended sixty (60) days, then the retiree's spouse or guardian shall make the selection for the retiree. If a duty disability retiree does not select an option prior to the retiree's death, then an option shall be selected for the retiree as follows:
 - a. If the duty disability retiree was married at the time of disability and married to the same spouse at the time of death, the surviving spouse shall receive a pension equal to 60 % of the regular retirement pension of the deceased retiree.
 - b. If the duty disability retiree was not married at the time of retirement and at the time of death, his/her youngest dependent child shall receive a pension equal to fifty (50%) percent of the regular retirement pension of the deceased retiree, until the child attains the age of nineteen (19), or graduates from post-high school education, but not to exceed the age of twenty-three (23).

4. If a firefighter dies in the line of duty, his or her surviving spouse shall be paid a pension and benefits equal to the pension and benefits the officer would have been entitled to if he or she had twenty-five (25) years of service at the time of death (calculated using the base pay of the employee), and said pension and benefits shall continue for the life of the surviving spouse. It is intended that this provision shall supplant and replace the "Widows duty death pension" that is set forth in Section 6(2)(a) of Public Act 345 of 1937, as amended, being MCLA 38.556(2)(a), as amended.

F. PERIODIC MEDICAL EXAMINATION

1. At least once each year during the first five years after the retirement of a member with a disability retirement pension and at least once in every 3-year period thereafter, the board may, and upon the retired member's application shall, require a retired member who has not attained age 55 years to undergo a medical examination to be made by or under the direction of a physician, designated by the board, at the place of residence of the retired member or other place mutually agreed upon. Should a retired member who has not attained age 55 years refuse to submit to the medical examination in the period, his/her disability retirement pension may be discontinued by the board and should the refusal continue for 1 year all his/her rights in and to his/her disability retirement pension may be revoked by the board. If upon a medical examination of the retired member the physician reports to the board that the retired member is physically able and capable of resuming employment in the classification held by the member at the time of retirement, then the member shall submit to an examination by a medical committee consisting of the member claiming benefits, and if necessary, a third physician designated by the first two physicians named. The medical committee, by a majority opinion, shall certify whether the member continues to be mentally or physically incapacitated from the further performance of duty as a fire fighter in the service of Westland.
2. If the committee certifies that the member is no longer incapacitated to perform duty as a firefighter in the service of Westland, the member shall be restored to active service in the employ of the city, village, or municipality and payment of disability pension shall cease provided the report of the physician is concurred in by the board. A retired member restored to active service shall from the date of return to service again become a member of the retirement system and shall contribute to the retirement system thereafter in the same manner as before his/her disability retirement. Service credited to the member at the time of disability retirement shall be restored to full force and effect. The member shall be given service credit for the period he/she was receiving a duty disability pension provided for in subparagraph (d) of Section 6 of Act 345, but shall not be given service credit for the period he/she was receiving a non-duty disability pension provided for in subparagraph (e) of Section 6 of Act 345. Amounts paid under the workers compensation act of this state to a retired member shall be offset against and payable in place of benefits provided under this act. If benefits under the compensation act are less than the benefits payable under this act, then the amount to be paid out of the funds of the retirement system shall be the difference between the benefits provided under the compensation act and the benefits provided in this act. Upon the termination of benefits under the compensation act, then and thereafter benefits shall be paid in accordance with this act.

G. PAID RETIREE HEALTHCARE

The Retiree Healthcare coverage for retired employees and their eligible spouses and dependents will be paid for by the Act 345 Pension System for Westland Fire Department Retirees. It is further agreed that, during such time that the Act 345 Pension System provides the said Retiree Healthcare coverage for retirees and their spouses any obligation of the City to do so under Article 14 (B) shall be suspended.

H. OPTIONAL DEFINED CONTRIBUTION PLAN

Any employee hired on or after January 18, 2022 shall, within 30 calendar days from date of hire, elect between participating in a Defined Contribution retirement plan through MERS or the existing Defined Benefit retirement plan. Once the employee makes the election, he or she shall not be allowed to later switch plans. The City will contribute ten percent (10%) of the employee's base wages, with vesting after four (4) years of employment, and the employee will contribute a minimum of five percent (5%) of his or her base wages, provided that the employee and employer aggregate contributions do not exceed the I.R.S. plan contribution limits. The employee shall have the option to contribute additional amounts toward his or her retirement through payroll deduction, subject to I.R.S. contribution limits.

I. NOTIFICATION OF RETIREMENT

At least 30 days prior to the retirement date, except in the event of unexpected retirement due to employee illness, the employee must notify Personnel/HR of their intent to retire with effective date of retirement.

24th
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on this _____ day of
March _____, 2022, by and through their respective duly authorized officers and agents.

FOR THE CITY:

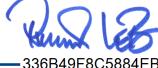
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William R. Wild, Mayor

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Richard LeBlanc, City Clerk

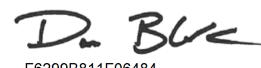
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Stephani S. Field, HR Director

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Dan Block, Budget Director

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Jim Fausone, City Attorney

FOR THE UNION:

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Mitchell Tokarski, President

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Kevin Caldwell, Vice-President

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Richard Dege, Treasurer

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Anthony Lyssiots, Recording Secretary

**AGREEMENT BETWEEN
THE WESTLAND PROFESSIONAL FIRE FIGHTERS
AND
THE CITY OF WESTLAND**

This AGREEMENT is effective on **May 8th**, 2023, between the City of Westland, a Michigan municipal corporation, (“Employer”) and the Westland Professional Fire Fighters, a Michigan public employee labor union (“Union”).

WHEREAS, the City of Westland employs certain workers who are represented by the Union; and

WHEREAS, the Employer provides wages and benefits to its employees in accordance with the Collective Bargaining Agreement between the parties, effective July 1, 2020 through June 30, 2025 (“CBA”); and

WHEREAS, due to unique labor market issues and staffing considerations, the Employer and Union voluntarily renegotiated certain terms of the CBA; and

WHEREAS, the Employer and Union now desire to set forth an agreement to amend certain provisions of the CBA upon ratification by City Council and to affirm other terms and conditions, except as hereinafter modified.

NOW, THEREFORE, for the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Employer and the Union agree:

1. The following Sections in Article 7 of the CBA shall be deleted or replaced as defined below:

- Section H, Paragraph 1; Strike“ for employees hired before November 1, 2014, effective”.
- Section H, Paragraph 1; Add “EMT Basic \$1,000”
- Section H, Paragraph 4; Strike entire paragraph.
- Section I, Paragraph 1; Strike “hired before November 1, 2014”
- Section I, Paragraph 2; Strike entire paragraph.
- Section I, Paragraph 3; Strike “hired before November 1, 2014”
- Section M, ; Strike “seven (7) year” and replace with “Top Pay”

2. Article 7, Section L of the CBA is deleted in it’s entirety and replaced as follows:

1. All Fire Fighter/Paramedic employees shall be compensated as defined in Wage Table 1, beginning on the start of the pay period following approval by the Westland City Council and shall be retroactive to January 3, 2023.
2. A lateral Fire Fighter/Paramedic hire will begin at the step (up to Step 4) corresponding to his or her number of years of prior full-time experience as a Fire

Table 1				
Starting	Step 1 (After Completion of 1st Year)	Step 2 (After Completion of 2nd Year)	Step 3 (After Completion of 3rd Year)	Step 4 (Top Pay) (After Completion of 4th Year)
\$55,326	\$59,421	\$63,521	\$67,619	\$73,397

Fighter certified by the State of Michigan Fire Fighter Training Council or political subdivision thereof (or a combination) ("Lateral Hire"). This Section relates solely to starting pay for lateral Fire Fighter/Paramedic and does not affect years of service for purposes of retirement benefits.

3. If not eligible for lateral transfer, an employee's placement on the Fire Fighter/Paramedic wage scale will be based on an employee's department seniority.
4. All employees after obtaining a Paramedic License shall be adjusted to the corresponding wage step in Table 1 combining their department seniority and any prior full-time of experience.
5. The previously negotiated wage increase of 2% for July 1, 2023 and 2% for July 1, 2024 shall remain in effect for Wage Table 1.
6. All Fire Fighter/Basic EMT employees shall be compensated as defined in Wage Table 2.

Table 2								
Starting	6 Months	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year (Top Pay)
\$43,028	\$45,078	\$47,127	\$51,224	\$55,326	\$59,421	\$63,521	\$67,619	\$73,397

7. The previously negotiated wage increase of 2% for July 1, 2023 and 2% for July 1, 2024 shall remain in effect for Wage Table 2.
3. The following Sections in Article 13 of the CBA shall be deleted as defined below:
 - Section A, Paragraph 1; Strike "for employees hired before November 1, 2014".
 - Section A, Paragraph 2; Strike entire paragraph.
 - Section E, Paragraph 1; Strike "for employees hired before November 1, 2014".
 - Section E, Paragraph 2; Strike entire paragraph.
4. For purposes of qualifying for a lateral transfer, the prior employer(s) must have classified the Lateral Hire as a full-time, regular employee, and the Lateral Hire must have worked at least 2,184 hours per year for at least one year of continuous regular, full-time service as a State of Michigan Fire Fighter Training Council Certified Fire Fighter/Paramedic. Prior employment under "part time", "temporary", or "seasonal" classification is not qualified. Partial years and partial years worked for different employers will not count towards lateral placement on the wage scale, as illustrated below.

Example #1: A Lateral Hire who worked 1 year and 8 months of qualified service at a prior employer would be credited with one year of service and be eligible to begin at Step 1. He or she would move to Step 2 only after completing a full year of service at Westland.

Example #2: A Fire Fighter/Paramedic who worked 6 months as a certified Fire Fighter/Paramedic at one employer and then 9 months as a certified Fire Fighter/Paramedic at another employer does not qualify as a Lateral Hire and would begin at Starting Pay on the wage scale. He or she would move to Step 1 only after completing a full year of service at Westland.

5. Prior to date of hire, the employer must receive from the prior employer documentation sufficient to show that the Lateral Hire meets the criteria in this Article for lateral placement on the wage scale. If the City does not receive the necessary documentation within the time required, the employee will be placed at Starting Pay and will not be considered a Lateral Hire. The Personnel Director may administratively develop a standard form to be used by the prior employer(s). It is the Lateral Hire's responsibility to turn the form into his or her prior employer(s), but the form must be returned to the Personnel Director directly from the prior employer(s).
6. Current Fire Fighter/Paramedic employees who are eligible for a step increase under the newly established criteria for Lateral Hires will have their wages adjusted to the appropriate step on the wage scale effective as of the pay period following approval by the Westland City Council.
7. Except as modified herein, all terms of the CBA remain in full force and effect, including the expiry date of the CBA, June 30, 2025, which shall apply with equal force to this amendment to the CBA. Notwithstanding anything to the contrary in this agreement, this agreement shall only take affect if approved by Westland City Council and the members of the Union. If the terms hereof are not approved by Westland City Council, the agreement shall be null and void and neither party will have any liability hereunder.
8. This Agreement and any disputes arising under it shall be interpreted and construed according to the law of the State of Michigan and shall be subject to the grievance procedure between the parties as indicated in the CBA.
9. This Agreement represents the entire agreement and understanding of the parties with respect to its subject matter. No oral representation or course of conduct shall constitute an effective modification or termination of this Agreement. Modification or termination will only be effective if in writing and signed by the parties through their authorized representatives.
10. This Agreement may be executed electronically and in counterparts and transmitted via electronic mail or by facsimile transmission, provided that such counterparts shall be one and the same agreement but in making proof, it shall only be required to produce one such counterpart.

IN WITNESS WHEREOF, the parties hereto execute this Agreement by and through their duly authorized officers and agents.

5/8/2023
Dated: _____

FOR THE WESTLAND PROFESSIONAL
FIRE FIGHTERS
(Union)

DocuSigned by:

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By: David Polite

Its: President

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By: Kevin Caldwell

Its: Vice President

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By: Anthony Lyssiots

Its: Secretary

DocuSigned by:

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By: Richard Dege

Its: Treasurer

5/8/2023
Dated: _____

FOR THE CITY OF WESTLAND
(Employer)

DocuSigned by:

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By: Michael P. Londeau

Its: Mayor

DocuSigned by:

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By: Richard LeBlanc

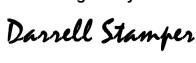
Its: City Clerk

DocuSigned by:

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By: Stephani S. Field

Its: Human Resources Director

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By: Darrell Stamper

Its: Fire Chief

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By: Dan Block

Its: Budget Director

APPENDIX – CITY'S VACATION & SICK PAYOUT POLICY

If an employee retires in accordance with their vesting language in the respective Collective Bargaining Agreement, then any payouts on the last check will be paid half (0.50) at retirement and half (0.05) within 2.5 months falling on payroll dates. *For example, the first payment would occur first payroll pay date after retirement and last payroll pay date within 2.5 months of retirement date.*

The employee does not have any direct or indirect influence on when the payment will be made to the employee.

If an employee elects to defer compensation to a section 457(b) plan, the election for both payments to defer must be made before the beginning of the month of the first payment in which the amounts would otherwise be paid or made available.

This policy is intended to comply with Internal Revenue Service regulations.

Updated: December 17, 2020

APPENDIX – BENEFIT PLAN SUMMARIES



Additional discounts

40% OFF

Complete pair of prescription eyeglasses

20% OFF

Non-prescription sunglasses

20% OFF

Remaining balance beyond plan coverage

These discounts are not insured benefits and are for in-network providers only.

Take a sneak peek before enrolling

• You're on the **Insight** Network

• For a complete list of in-network providers near you, use our Enhanced Provider Locator on eyemed.com or call 1-866-804-0982

• For LASIK providers, call 1-877-5LASER6

The City of Westland All Local 174 Supervisory and Active Fire

SUMMARY OF BENEFITS		
Vision Care Services	In-Network Member Cost	Out of Network Reimbursement
Exam With Dilation as Necessary	\$0 Copay	Up to \$40
Retinal Imaging	Up to \$39	N/A
Frames	\$0 Copay; \$130 allowance, 20% off balance over \$130	Up to \$91
Standard Plastic Lenses		
Single Vision	\$0 Copay	Up to \$30
Bifocal	\$0 Copay	Up to \$50
Trifocal	\$0 Copay	Up to \$70
Lenticular	\$0 Copay	Up to \$70
Standard Progressive Lens	\$65 Copay	Up to \$50
Premium Progressive Lens ^Δ	\$85 Copay - \$110 Copay	Up to \$50
Tier 1	\$85 Copay	Up to \$50
Tier 2	\$95 Copay	Up to \$50
Tier 3	\$110 Copay	Up to \$50
Tier 4	\$65 Copay, 20% off charge less \$120 Allowance	Up to \$50
Lens Options (paid by the member and added to the base price of the lens)		
UV Treatment	\$15	N/A
Tint (Solid and Gradiant)	\$15	N/A
Standard Plastic Scratch Coating	\$15	N/A
Standard Polycarbonate - age 19 and over	\$0	Up to \$5
Standard Polycarbonate - under age 19	\$0	Up to \$5
Standard Anti-Reflective Coating	\$45	N/A
Premium Anti-Reflective Coating ^Δ	\$57 - \$68	N/A
Tier 1	\$57	N/A
Tier 2	\$68	N/A
Tier 3	20% off Retail Price	N/A
Photochromic/Transitions	\$75	N/A
Polarized	20% off Retail Price	N/A
Other Add-Ons and Services	20% off Retail Price	N/A
Contact Lens Fit and Follow-up (Contact lens fit and two follow-up visits are available once a comprehensive eye exam has been completed.)		
Standard Contact Lens Fit & Follow-Up:	\$0 Copay; Paid-in-full fit and two follow-up visits	Up to \$40
Premium Contact Lens Fit & Follow-Up:	\$0 Copay, 10% off Retail Price, then apply \$55 Allowance	Up to \$40
Contact Lenses (Contact Lens allowance includes materials only)		
Conventional	\$0 copay, \$130 allowance, 15% off balance over \$130	Up to \$130
Disposable	\$0 copay, \$130 allowance, plus balance over \$130	Up to \$130
Medically Necessary	\$0 copay, Paid-in-full	Up to \$210
Laser Vision Correction		
LASIK or PRK from U.S. Laser Network	15% off the retail price or 5% off the promotional price	N/A
Hearing Care		
Hearing Health Care from Amplifon Hearing Network	40% off hearing exams and low price guarantee on discounted hearing aids	
Frequency		
Examination	Once every 24 months	
Lenses (in lieu of contact lenses)	Once every 24 months	
Contacts (in lieu of contact lenses)	Once every 24 months	
Frame	Once every 24 months	

^Δ Premium progressives and premium anti-reflective designations are subject to annual review by EyeMed's Medical Director and are subject to change based on market conditions. Fixed pricing is reflective of brands at the listed product level. All providers are not required to carry all brands at all levels. Benefits are not provided from services or materials arising from: 1) Orthoptic or vision training, subnormal vision aids and any associated supplemental testing; Aniseikonic lenses; 2) Medical and/or surgical treatment of the eye, eyes or supporting structures; 3) Any eye or Vision Examination, or any corrective eyewear required by a Policyholder as a condition of employment; Safety eyewear; 4) Services provided as a result of any Workers' Compensation law, or similar legislation, or required by any governmental agency or program whether federal, state or subdivisions thereof; 5) Plano (non-prescription) lenses; 6) Non-prescription sunglasses; 7) Two pair of glasses in lieu of bifocals; 8) Services or materials provided by any other group benefit plan providing vision care 9) Services rendered after the date an Insured Person ceases to be covered under the Policy, except when Vision Materials ordered before coverage ended are delivered, and the services rendered to the Insured Person are within 31 days from the date of such order. 10) Lost or broken lenses, frames, glasses, or contact lenses will not be replaced except in the next Benefit Frequency when Vision Materials would next become available. Benefits may not be combined with any discount, promotional offering, or other group benefit plans. Standard/Premium Progressive lens not covered-fund as a Bifocal lens. Standard Progressive lens covered-fund Premium Progressive as a Standard. Benefit allowance provides no remaining balance for future use within the same benefit year. Fees charged for a non-insured benefit must be paid in full to the Provider. Such fees or materials are not covered.

Underwritten by Fidelity Security Life Insurance Company of Kansas City, Missouri, except in New York. Fidelity Security Life Policy number VC-19/VC-20, form number M-9083. This is a snapshot of your benefits. The Certificate of Insurance is on file with your employer.

Get more and see more with EyeMed



72%
AVERAGE
SAVINGS



CHOOSE A DOC

EyeMed members choose from the right mix of thousands of providers—Independent eye doctors, your favorite retail stores and everything in between. Find your ideal fit at eyemed.com or the EyeMed Members App.



CREATE AN ACCOUNT

Get special offers with an account on eyemed.com. Enter your email, choose a password and sign up for emailed savings. Log in 24/7 to view your benefit details or health and wellness information.



MOBILIZE YOUR BENEFITS

The EyeMed Members App makes your benefits easy to understand—and even easier to use. Find an eye doctor near you, schedule an appointment and manage your vision benefits.

**on eye exams and glasses
for EyeMed members***

Learn more about enrolling in EyeMed vision benefits at enroll.eyemed.com and see more of the good stuff

*Based on a sample transaction on the Insight network with a covered exam and eyewear benefits



INDEPENDENT
PROVIDER
NETWORK



LENSCRAFTERS[®]

PEARLE
VISION[®]

OPTICAL



JCPenney | optical



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$0	\$250 Individual/ \$500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes.	Preventive care services are covered before you meet your <u>deductible</u> .	This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$6,350 Individual/ \$12,700 Family	\$12,700 Individual/ \$25,400 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<u>If you visit a health care provider's office or clinic</u>	Primary care visit to treat an injury or illness	\$10 <u>copay</u> /office visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$10 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
<u>If you have a test</u>	<u>Diagnostic test</u> (x-ray, blood work)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	May require <u>preauthorization</u>
<u>If you need drugs to treat your illness or condition</u> More information about <u>prescription drug coverage</u> is available at www.bcbsm.com/druglists	Generic or select prescribed over-the-counter drugs	\$5 <u>copay</u> for retail 30-day supply; \$5 <u>copay</u> for mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	<u>Preauthorization</u> , step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. Select diabetic supplies and devices may be covered under the prescription drug program.
	Preferred brand-name drugs	\$10 <u>copay</u> for retail 30-day supply; \$10 <u>copay</u> for mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
	Nonpreferred brand-name drugs	\$10 <u>copay</u> for retail 30-day supply; \$10 <u>copay</u> for mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
<u>If you have outpatient surgery</u>	Facility fee (e.g., ambulatory surgery center)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	Physician/surgeon fees	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted or for an accidental injury.
	<u>Emergency medical transportation</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Mileage limits apply
	<u>Urgent care</u>	\$10 <u>copay</u> /visit; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	<u>Preadmission</u> is required
	Physician/surgeon fee	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply for mental health; 20% <u>coinsurance</u> for substance use disorder	Your cost share may be different for services performed in an office setting
	Inpatient services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	<u>Preadmission</u> is required.
If you are pregnant	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge; <u>deductible</u> does not apply	Prenatal: 20% <u>coinsurance</u> Postnatal: 20% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for preventive services.
	Childbirth/delivery professional services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
	Childbirth/delivery facility services	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required.
	<u>Rehabilitation services</u>	No Charge; <u>deductible</u> does not apply	20% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	<u>Habilitation services</u>	No Charge; <u>deductible</u> does not apply for Applied Behavioral Analysis; No Charge; <u>deductible</u> does not apply for Physical, Speech and Occupational Therapy	No Charge; <u>deductible</u> does not apply for Applied Behavioral Analysis; 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	<u>Preauthorization</u> is required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required. Visit limits apply.
Children's eye exam	Not covered	Not covered	None	
Children's glasses	Not covered	Not covered	None	
Children's dental check-up	Not covered	Not covered	None	

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.HealthCare.gov). For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#). (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's overall deductible</u>	\$0
■ <u>Specialist copayment</u>	\$10
■ <u>Hospital (facility) copayment</u>	\$0
■ <u>Other copayment</u>	\$0

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
 Childbirth/Delivery Professional Services
 Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$70

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's overall deductible</u>	\$0
■ <u>Specialist copayment</u>	\$10
■ <u>Hospital (facility) copayment</u>	\$0
■ <u>Other copayment</u>	\$0

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$300
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$320

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's overall deductible</u>	\$0
■ <u>Specialist copayment</u>	\$10
■ <u>Hospital (facility) copayment</u>	\$0
■ <u>Other copayment</u>	\$0

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
---------------------------	----------------

In this example, Mia would pay:

Cost Sharing

<u>Deductibles</u>	\$0
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$0

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$30

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تتساءل بحاجة لمساعدة، لديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أية تكالفة. اتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقةك، أو برق: 877-469-2583 TTY: 711، إذا لم تكن، امتنع كالتالي:

如果您，或是您正在協助的對象，需要協助，您有權和
免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，
請撥在您的卡背面的客戶服務電話；如果您還不是會員
，請撥電話 877-469-2583, TTY: 711。

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 듣고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화 하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিলামূল্যে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দোভাসীর সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহযোগী নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সন্দেশ না হয় থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebujecie pomocy, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は

877-469-2583, TTY: 711) までお電話ください。
Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoći, imate pravo da besplatno dobijete pomoći i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at www.hhs.gov/civilrights/complaints/index.html.

<https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$100 Individual/ \$200 Family	\$250 Individual/ \$500 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$6,350 Individual/ \$12,700 Family	\$12,700 Individual/ \$25,400 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$10 <u>copay</u> /office visit; <u>deductible</u> does not apply	30% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$10 <u>copay</u> /visit; <u>deductible</u> does not apply	30% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.bcbsm.com/druglists	Generic or select prescribed over-the-counter drugs	\$10 <u>copay</u> for retail 30-day supply; \$10 <u>copay</u> for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	<u>Preauthorization</u> , step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. Select diabetic supplies and devices may be covered under the prescription drug program.
	Preferred brand-name drugs	\$20 <u>copay</u> for retail 30-day supply; \$20 <u>copay</u> for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
	Nonpreferred brand-name drugs	\$20 <u>copay</u> for retail 30-day supply; \$20 <u>copay</u> for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Physician/surgeon fees	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	\$50 <u>copay</u> /visit; <u>deductible</u> does not apply	<u>Copay</u> waived if admitted or for an accidental injury.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Mileage limits apply
	<u>Urgent care</u>	\$10 <u>copay/visit; deductible</u> does not apply	30% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required
	Physician/surgeon fee	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	10% <u>coinsurance</u>	10% <u>coinsurance</u> for mental health; 30% <u>coinsurance</u> for substance use disorder	Your cost share may be different for services performed in an office setting
	Inpatient services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	<u>Preauthorization</u> is required.
If you are pregnant	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge; <u>deductible</u> does not apply	Prenatal: 30% <u>coinsurance</u> Postnatal: 30% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for preventive services.
	Childbirth/delivery professional services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Physician certification required.
	<u>Rehabilitation services</u>	10% <u>coinsurance</u>	30% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	10% <u>coinsurance</u> for Applied Behavioral Analysis; 10% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	10% <u>coinsurance</u> for Applied Behavioral Analysis; 30% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	<u>Preauthorization</u> is required. Limited to 120 days per member per calendar year

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	Hospice services	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required. Visit limits apply.
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.HealthCare.gov). For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#). (IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's overall deductible</u>	\$100
■ <u>Specialist copayment</u>	\$10
■ <u>Hospital (facility) coinsurance</u>	10%
■ <u>Other coinsurance</u>	10%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,000
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$1,170

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's overall deductible</u>	\$100
■ <u>Specialist copayment</u>	\$10
■ <u>Hospital (facility) coinsurance</u>	10%
■ <u>Other coinsurance</u>	10%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$500
<u>Coinsurance</u>	\$80
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$700

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's overall deductible</u>	\$100
■ <u>Specialist copayment</u>	\$10
■ <u>Hospital (facility) coinsurance</u>	10%
■ <u>Other coinsurance</u>	10%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$100
<u>Copayments</u>	\$30
<u>Coinsurance</u>	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$330

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711. إذا لم تكن مسجّلاً بالفعل.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的客戶服務電話；如果您還不是會員，請撥電話 877-469-2583, TTY: 711。

جئي تأكيدت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 듣고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূলে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দেভাসীর সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebuje pomoc, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は877-469-2583, TTY: 711)までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoći, imate pravo da besplatno dobijete pomoći i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$250 Individual/ \$500 Family	\$500 Individual/ \$1,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$6,350 Individual/ \$12,700 Family	\$12,700 Individual/ \$25,400 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 <u>copay</u> /office visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$20 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.bcbsm.com/druglists	Generic or select prescribed over-the-counter drugs	\$10 <u>copay</u> /prescription for retail 30-day supply; \$20 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	<u>Preauthorization</u> , step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. Select diabetic supplies and devices may be covered under the prescription drug program.
	Preferred brand-name drugs	\$30 <u>copay</u> /prescription for retail 30-day supply; \$60 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
	Nonpreferred brand-name drugs	\$60 <u>copay</u> /prescription for retail 30-day supply; \$120 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Physician/surgeon fees	10% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Emergency room care</u>	\$100 <u>copay/visit; deductible</u> does not apply	\$100 <u>copay/visit; deductible</u> does not apply	<u>Copay</u> waived if admitted or for an accidental injury.
	<u>Emergency medical transportation</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Mileage limits apply
	<u>Urgent care</u>	\$20 <u>copay/visit; deductible</u> does not apply	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preadmission</u> is required
	Physician/surgeon fee	10% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	10% <u>coinsurance</u>	10% <u>coinsurance</u> for mental health; 40% <u>coinsurance</u> for substance use disorder	Your cost share may be different for services performed in an office setting
	Inpatient services	10% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preadmission</u> is required.
If you are pregnant	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge; <u>deductible</u> does not apply	Prenatal: 40% <u>coinsurance</u> Postnatal: 40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for preventive services.
	Childbirth/delivery professional services	10% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Childbirth/delivery facility services	10% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Physician certification required.
	<u>Rehabilitation services</u>	\$20 <u>copay/visit; deductible</u> does not apply	40% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	10% <u>coinsurance</u> for Applied Behavioral Analysis; 10% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	10% <u>coinsurance</u> for Applied Behavioral Analysis; 40% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Skilled nursing care</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	<u>Preauthorization</u> is required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	10% <u>coinsurance</u>	10% <u>coinsurance</u>	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required. Visit limits apply.
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.HealthCare.gov). For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).
(IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's overall deductible</u>	\$250
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	10%
■ <u>Other coinsurance</u>	10%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

Cost Sharing

<u>Deductibles</u>	\$250
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,000

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$1,320

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's overall deductible</u>	\$250
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	10%
■ <u>Other coinsurance</u>	10%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

Cost Sharing

<u>Deductibles</u>	\$250
<u>Copayments</u>	\$600
<u>Coinsurance</u>	\$70

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$940

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's overall deductible</u>	\$250
■ <u>Specialist copayment</u>	\$20
■ <u>Hospital (facility) coinsurance</u>	10%
■ <u>Other coinsurance</u>	10%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing

<u>Deductibles</u>	\$250
<u>Copayments</u>	\$100
<u>Coinsurance</u>	\$100

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$450

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711. إذا لم تكن مسجّلاً بالفعل.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的客戶服務電話；如果您還不是會員，請撥電話 877-469-2583, TTY: 711。

جئي تأنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 듣고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূলে সাহায্য ও তথ্য পাওয়ার অধিকার আপনার রয়েছে। কোনো একজন দেভারীয় সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebuje pomoc, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は877-469-2583, TTY: 711)までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoći, imate pravo da besplatno dobijete pomoći i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$500 Individual/ \$1,000 Family	\$1,000 Individual/ \$2,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the <u>plan</u> , each family member must meet their own individual <u>deductible</u> until the total amount of <u>deductible</u> expenses paid by all family members meets the overall family <u>deductible</u> .
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$6,350 Individual/ \$12,700 Family	\$12,700 Individual/ \$25,400 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , they have to meet their own <u>out-of-pocket limits</u> until the overall family <u>out-of-pocket limit</u> has been met.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$30 <u>copay</u> /office visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Specialist</u> visit	\$30 <u>copay</u> /visit; <u>deductible</u> does not apply	40% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge; <u>deductible</u> does not apply	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.bcbsm.com/druglists	Generic or select prescribed over-the-counter drugs	\$10 <u>copay</u> /prescription for retail 30-day supply; \$20 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	<u>Preauthorization</u> , step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. Select diabetic supplies and devices may be covered under the prescription drug program.
	Preferred brand-name drugs	\$30 <u>copay</u> /prescription for retail 30-day supply; \$60 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
	Nonpreferred brand-name drugs	\$60 <u>copay</u> /prescription for retail 30-day supply; \$120 <u>copay</u> /prescription for retail or mail order 90-day supply; <u>deductible</u> does not apply	In-Network <u>copay</u> plus an additional 25% of the approved amount; <u>deductible</u> does not apply	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Emergency room care</u>	\$150 <u>copay/visit; deductible</u> does not apply	\$150 <u>copay/visit; deductible</u> does not apply	<u>Copay</u> waived if admitted or for an accidental injury.
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Mileage limits apply
	<u>Urgent care</u>	\$30 <u>copay/visit; deductible</u> does not apply	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preadmission</u> is required
	Physician/surgeon fee	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u> for mental health; 40% <u>coinsurance</u> for substance use disorder	Your cost share may be different for services performed in an office setting
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preadmission</u> is required.
If you are pregnant	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: No Charge; <u>deductible</u> does not apply	Prenatal: 40% <u>coinsurance</u> Postnatal: 40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for preventive services.
	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need help recovering or have other special health needs	<u>Home health care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Physician certification required.
	<u>Rehabilitation services</u>	\$30 <u>copay/visit; deductible</u> does not apply	40% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	<u>Habilitation services</u>	20% <u>coinsurance</u> for Applied Behavioral Analysis; 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	20% <u>coinsurance</u> for Applied Behavioral Analysis; 40% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	<u>Skilled nursing care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> is required. Limited to 120 days per member per calendar year
	<u>Durable medical equipment</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	<u>Hospice services</u>	No Charge; <u>deductible</u> does not apply	No Charge; <u>deductible</u> does not apply	Physician certification required. Visit limits apply.
If your child needs dental or eye care For more information on pediatric vision or dental, contact your plan administrator	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Non-emergency care when traveling outside the U.S
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.HealthCare.gov). For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).
(IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's overall deductible</u>	\$500
■ <u>Specialist copayment</u>	\$30
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
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In this example, Peg would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$10
<u>Coinsurance</u>	\$1,900
<i>What isn't covered</i>	
Limits or exclusions	\$60
The total Peg would pay is	\$2,470

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's overall deductible</u>	\$500
■ <u>Specialist copayment</u>	\$30
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
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In this example, Joe would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$700
<u>Coinsurance</u>	\$80
<i>What isn't covered</i>	
Limits or exclusions	\$20
The total Joe would pay is	\$1,300

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's overall deductible</u>	\$500
■ <u>Specialist copayment</u>	\$30
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

<u>Cost Sharing</u>	
<u>Deductibles</u>	\$500
<u>Copayments</u>	\$200
<u>Coinsurance</u>	\$200
<i>What isn't covered</i>	
Limits or exclusions	\$0
The total Mia would pay is	\$900

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711. إذا لم تكن مسجّلاً بالفعل.

如果您，或是您正在協助的對象，需要協助，您有權利免費以您的母語得到幫助和訊息。要洽詢一位翻譯員，請撥在您的卡背面的客戶服務電話；如果您還不是會員，請撥電話 877-469-2583, TTY: 711。

جئي تأكيدت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 듣고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূলে সাহায্য ও তথ্য প্রাপ্তির অধিকার আপনার রয়েছে। কোনো একজন দেভারীয় সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebuje pomoc, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は877-469-2583, TTY: 711)までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoći, imate pravo da besplatno dobijete pomoći i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.

CITY OF WESTLAND

Simply Blue PPO HSASM ASC with Rx

QHDHP

Coverage for: Individual/Family | Plan Type: PPO



The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately.

This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, visit www.bcbsm.com or call the number on the back of your BCBSM ID card. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call the number on the back of your BCBSM ID card to request a copy.

Important Questions	Answers		Why this Matters:
	In-Network	Out-of-Network	
What is the overall <u>deductible</u> ?	\$1,500 Individual/ \$3,000 Family	\$3,000 Individual/ \$6,000 Family	Generally, you must pay all of the costs from <u>providers</u> up to the <u>deductible</u> amount before this <u>plan</u> begins to pay. If you have other family members on the policy, the overall family <u>deductible</u> must be met before the <u>plan</u> begins to pay.
Are there services covered before you meet your <u>deductible</u> ?	Yes. <u>Preventive care</u> services are covered before you meet your <u>deductible</u> .		This <u>plan</u> covers some items and services even if you haven't yet met the <u>deductible</u> amount. But a <u>copayment</u> or <u>coinsurance</u> may apply. For example, this <u>plan</u> covers certain <u>preventive services</u> without <u>cost-sharing</u> and before you meet your <u>deductible</u> . See a list of covered preventive services at https://www.healthcare.gov/coverage/preventive-care-benefits/ .
Are there other <u>deductibles</u> for specific services?	No.		You don't have to meet <u>deductibles</u> for specific services.
What is the <u>out-of-pocket limit</u> for this <u>plan</u> ? (May include a <u>coinsurance</u> maximum)	\$3,000 Individual/ \$6,000 Family	\$6,000 Individual/ \$12,000 Family	The <u>out-of-pocket limit</u> is the most you could pay in a year for covered services. If you have other family members in this <u>plan</u> , the overall family <u>out-of-pocket limit</u> must be met.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premiums</u> , <u>balance-billing</u> charges, any <u>pharmacy</u> penalty and health care this <u>plan</u> doesn't cover.		Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Will you pay less if you use a <u>network provider</u> ?	Yes. See www.bcbsm.com or call the number on the back of your BCBSM ID card for a list of <u>network providers</u> .		This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider's</u> charge and what your <u>plan</u> pays (<u>balance billing</u>). Be aware, your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.		You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Specialist</u> visit	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	<u>Preventive care/ screening/ immunization</u>	No Charge	Not covered	You may have to pay for services that aren't <u>preventive</u> . Ask your <u>provider</u> if the services needed are <u>preventive</u> . Then check what your <u>plan</u> will pay for.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	May require <u>preauthorization</u>
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.bcbsm.com/druglists	Generic or select prescribed over-the-counter drugs	20% <u>coinsurance</u> of approved amount for retail or mail order 90-day supply	40% <u>coinsurance</u> plus an additional 20% of the approved amount	<u>Preauthorization</u> , step therapy and quantity limits may apply to select drugs. <u>Preventive</u> drugs covered in full. 90-day supply not covered out of network. Select diabetic supplies and devices may be covered under the prescription drug program.
	Preferred brand-name drugs	20% <u>coinsurance</u> of the approved amount for retail or mail order 90-day supply	40% <u>coinsurance</u> plus an additional 20% of the approved amount	
	Nonpreferred brand-name drugs	20% <u>coinsurance</u> of approved amount for retail or mail order 90-day supply	40% <u>coinsurance</u> plus an additional 20% of the approved amount	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Physician/surgeon fees	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need immediate medical attention	<u>Emergency room care</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	None
	<u>Emergency medical transportation</u>	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Mileage limits apply
	<u>Urgent care</u>	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> is required

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Physician/surgeon fee	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
If you need behavioral health services (mental health and substance use disorder)	Outpatient services	20% <u>coinsurance</u>	20% <u>coinsurance</u> for mental health; 40% <u>coinsurance</u> for substance use disorder	None
	Inpatient services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	<u>Preauthorization</u> is required.
	Office visits	Prenatal: No Charge; <u>deductible</u> does not apply Postnatal: 20% <u>coinsurance</u>	Prenatal: 40% <u>coinsurance</u> Postnatal: 40% <u>coinsurance</u>	Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound) and depending on the type of services <u>cost share</u> may apply. <u>Cost sharing</u> does not apply for <u>preventive services</u> .
If you are pregnant	Childbirth/delivery professional services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Childbirth/delivery facility services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	None
	Home health care	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Physician certification required.
If you need help recovering or have other special health needs	Rehabilitation services	20% <u>coinsurance</u>	40% <u>coinsurance</u>	Physical, Speech and Occupational Therapy is limited to a combined maximum of 60 visits per member, per calendar year.
	Habilitation services	20% <u>coinsurance</u> for Applied Behavioral Analysis; 20% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	20% <u>coinsurance</u> for Applied Behavioral Analysis; 40% <u>coinsurance</u> for Physical, Speech and Occupational Therapy	Applied behavioral analysis (ABA) treatment for Autism - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to <u>preauthorization</u> .
	Skilled nursing care	20% <u>coinsurance</u>	20% <u>coinsurance</u>	<u>Preauthorization</u> is required. Limited to 90 days per member per calendar year
	Durable medical equipment	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Excludes bath, exercise and deluxe equipment and comfort and convenience items. Prescription required.
	Hospice services	20% <u>coinsurance</u>	20% <u>coinsurance</u>	Physician certification required. Visit limits apply.
	Children's eye exam	Not covered	Not covered	None
If your child needs dental or eye care	Children's glasses	Not covered	Not covered	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
For more information on pediatric vision or dental, contact your plan administrator	Children's dental check-up	Not covered	Not covered	None

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Acupuncture treatment
- Cosmetic surgery
- Dental care (Adult)
- Hearing aids
- Infertility treatment
- Long term care
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your plan document.)

- Bariatric surgery
- Chiropractic care
- Coverage provided outside the United States.
See <http://provider.bcbs.com>
- Non-emergency care when traveling outside the U.S.
- Private-duty nursing

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Department of Labor's Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa/healthreform, or the Department of Health and Human Services, Center for Consumer Information and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or www.cciio.cms.gov or by calling the number on the back of your BCBSM ID card. Other coverage options may be available to you too, including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.HealthCare.gov). For more information about the [Marketplace](http://www.HealthCare.gov), visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact Blue Cross® and Blue Shield® of Michigan by calling the number on the back of your BCBSM ID card.

Additionally, a consumer assistance program can help you file your appeal. Contact the Michigan Health Insurance Consumer Assistance Program (HICAP) Department of Insurance and Financial Services, P. O. Box 30220, Lansing, MI 48909-7720 or <http://www.michigan.gov/difs> or difs-HICAP@michigan.gov

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

Does this plan meet Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).
(IMPORTANT: Blue Cross Blue Shield of Michigan is assuming that your coverage provides for all Essential Health Benefit (EHB) categories as defined by the State of Michigan. The minimum value of your [plan](#) may be affected if your [plan](#) does not cover certain EHB categories, such as [prescription drugs](#), or if your [plan](#) provides coverage of specific EHB categories, for example [prescription drugs](#), through another carrier.)

Language Access Services: See Addendum

To see examples of how this plan might cover costs for a sample medical situation, see the next section.

About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

■ The <u>plan's overall deductible</u>	\$1,500
■ <u>Specialist coinsurance</u>	20%
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Specialist office visits (*prenatal care*)
Childbirth/Delivery Professional Services
Childbirth/Delivery Facility Services
Diagnostic tests (*ultrasounds and blood work*)
Specialist visit (*anesthesia*)

Total Example Cost	\$12,700
---------------------------	-----------------

In this example, Peg would pay:

Cost Sharing

<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$1,500

What isn't covered

Limits or exclusions	\$60
The total Peg would pay is	\$3,060

Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

■ The <u>plan's overall deductible</u>	\$1,500
■ <u>Specialist coinsurance</u>	20%
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Primary care physician office visits (*including disease education*)
Diagnostic tests (*blood work*)
Prescription drugs
Durable medical equipment (*glucose meter*)

Total Example Cost	\$5,600
---------------------------	----------------

In this example, Joe would pay:

Cost Sharing

<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$700

What isn't covered

Limits or exclusions	\$20
The total Joe would pay is	\$2,220

Mia's Simple Fracture

(in-network emergency room visit and follow up care)

■ The <u>plan's overall deductible</u>	\$1,500
■ <u>Specialist coinsurance</u>	20%
■ <u>Hospital (facility) coinsurance</u>	20%
■ <u>Other coinsurance</u>	20%

This EXAMPLE event includes services like:

Emergency room care (*including medical supplies*)
Diagnostic tests (*x-ray*)
Durable medical equipment (*crutches*)
Rehabilitation services (*physical therapy*)

Total Example Cost	\$2,800
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In this example, Mia would pay:

Cost Sharing

<u>Deductibles</u>	\$1,500
<u>Copayments</u>	\$0
<u>Coinsurance</u>	\$300

What isn't covered

Limits or exclusions	\$0
The total Mia would pay is	\$1,800

If you are also covered by an account-type plan such as an integrated health flexible spending arrangement (FSA), health reimbursement arrangement (HRA), and/or a health savings account (HSA), then you may have access to additional funds to help cover certain out-of-pocket expenses – like the deductible, copayments, or coinsurance, or benefits not otherwise covered.

ADDENDUM – LANGUAGE ACCESS SERVICES and NON-DISCRIMINATION

We speak your language

If you, or someone you're helping, needs assistance, you have the right to get help and information in your language at no cost. To talk to an interpreter, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member.

Si usted, o alguien a quien usted está ayudando, necesita asistencia, tiene derecho a obtener ayuda e información en su idioma sin costo alguno. Para hablar con un intérprete, llame al número telefónico de Servicio al cliente, que aparece en la parte trasera de su tarjeta, o 877-469-2583, TTY: 711 si usted todavía no es un miembro.

إذا كنت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711. إذا لم تكن مسجّلاً بالفعل.

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جئي تأكيدت أنت أو شخص آخر تساعد بحاجة لمساعدة، فلديك الحق في الحصول على المساعدة والمعلومات الضرورية بلغتك دون أي تكلفة. للتحدث إلى مترجم اتصل برقم خدمة العملاء الموجود على ظهر بطاقتك، أو رقم 877-469-2583 TTY:711

Nếu quý vị, hay người mà quý vị đang giúp đỡ, cần trợ giúp, quý vị sẽ có quyền được giúp và có thêm thông tin bằng ngôn ngữ của mình miễn phí. Để nói chuyện với một thông dịch viên, xin gọi số Dịch vụ Khách hàng ở mặt sau thẻ của quý vị, hoặc 877-469-2583, TTY: 711 nếu quý vị chưa phải là một thành viên.

Nëse ju, ose dikush që po ndihmoni, ka nevojë për asistencë, keni të drejtë të merrni ndihmë dhe informacion falas në gjuhën tuaj. Për të folur me një përkthyes, telefononi numrin e Shërbimit të Klientit në anën e pasme të kartës tuaj, ose 877-469-2583, TTY: 711 nëse nuk jeni ende një anëtar.

만약 귀하 또는 귀하가 듣고 있는 사람이 지원이 필요하다면, 귀하는 도움과 정보를 귀하의 언어로 비용 부담 없이 얻을 수 있는 권리가 있습니다. 통역사와 대화하려면 귀하의 카드 뒷면에 있는 고객 서비스 번호로 전화하거나, 이미 회원이 아닌 경우 877-469-2583, TTY: 711로 전화하십시오.

যদি আপনার, বা আপনি সাহায্য করছেন এমন কারো, সাহায্য প্রয়োজন হয়, তাহলে আপনার ভাষায় বিনামূলে সাহায্য ও তথ্য প্রাপ্তির অধিকার আপনার রয়েছে। কোনো একজন দেভারীয় সাথে কথা বলতে, আপনার কার্ডের পেছনে দেওয়া গ্রাহক সহায়তা নম্বরে কল করুন বা 877-469-2583, TTY: 711 যদি ইতোমধ্যে আপনি সদস্য না হয়ে থাকেন।

Jeśli Ty lub osoba, której pomagasz, potrzebuje pomoc, masz prawo do uzyskania bezpłatnej informacji i pomocy we własnym języku. Aby porozmawiać z tłumaczem, zadzwoń pod numer działu obsługi klienta, wskazanym na odwrocie Twojej karty lub pod numer 877-469-2583, TTY: 711, jeżeli jeszcze nie masz członkostwa.

Falls Sie oder jemand, dem Sie helfen, Unterstützung benötigt, haben Sie das Recht, kostenlose Hilfe und Informationen in Ihrer Sprache zu erhalten. Um mit einem Dolmetscher zu sprechen, rufen Sie bitte die Nummer des Kundendienstes auf der Rückseite Ihrer Karte an oder 877-469-2583, TTY: 711, wenn Sie noch kein Mitglied sind.

Se tu o qualcuno che stai aiutando avete bisogno di assistenza, hai il diritto di ottenere aiuto e informazioni nella tua lingua gratuitamente. Per parlare con un interprete, rivolgiti al Servizio Assistenza al numero indicato sul retro della tua scheda o chiama il 877-469-2583, TTY: 711 se non sei ancora membro.

ご本人様、またはお客様の身の回りの方で支援を必要とされる方でご質問がございましたら、ご希望の言語でサポートを受けたり、情報を入手したりすることができます。料金はかかりません。通訳とお話される場合はお持ちのカードの裏面に記載されたカスタマーサービスの電話番号(メンバーでない方は877-469-2583, TTY: 711)までお電話ください。

Если вам или лицу, которому вы помогаете, нужна помощь, то вы имеете право на бесплатное получение помощи и информации на вашем языке. Для разговора с переводчиком позвоните по номеру телефона отдела обслуживания клиентов, указанному на обратной стороне вашей карты, или по номеру 877-469-2583, TTY: 711, если у вас нет членства.

Ukoliko Vama ili nekome kome Vi pomažete treba pomoći, imate pravo da besplatno dobijete pomoći i informacije na svom jeziku. Da biste razgovarali sa prevodiocem, pozovite broj korisničke službe sa zadnje strane kartice ili 877-469-2583, TTY: 711 ako već niste član.

Kung ikaw, o ang iyong tinutulungan, ay nangangailangan ng tulong, may karapatan ka na makakuha ng tulong at impormasyon sa iyong wika ng walang gastos. Upang makausap ang isang tagasalin, tumawag sa numero ng Customer Service sa likod ng iyong tarheta, o 877-469-2583, TTY: 711 kung ikaw ay hindi pa isang miyembro.

Important disclosure

Blue Cross Blue Shield of Michigan and Blue Care Network comply with Federal civil rights laws and do not discriminate on the basis of race, color, national origin, age, disability, or sex. Blue Cross Blue Shield of Michigan and Blue Care Network provide free auxiliary aids and services to people with disabilities to communicate effectively with us, such as qualified sign language interpreters and information in other formats. If you need these services, call the Customer Service number on the back of your card, or 877-469-2583, TTY: 711 if you are not already a member. If you believe that Blue Cross Blue Shield of Michigan or Blue Care Network has failed to provide services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance in person, by mail, fax, or email with: Office of Civil Rights Coordinator, 600 E. Lafayette Blvd., MC 1302, Detroit, MI 48226, phone: 888-605-6461, TTY: 711, fax: 866-559-0578, email: CivilRights@bcbsm.com. If you need help filing a grievance, the Office of Civil Rights Coordinator is available to help you.

You can also file a civil rights complaint with the U.S. Department of Health & Human Services Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail, phone, or email at: U.S. Department of Health & Human Services, 200 Independence Ave, S.W., Washington, D.C. 20201, phone: 800-368-1019, TTD: 800-537-7697, email: OCRComplaint@hhs.gov. Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.