

**LABOR AGREEMENT**

**BETWEEN**

**THE CITY OF ESCANABA**

**AND**

**POLICE OFFICERS LABOR COUNCIL  
PSO/DISPATCH UNIT**

**JULY 1, 2008, TO JUNE 30, 2011**

<b>INDEX</b>	<b>PAGE NUMBER</b>
AGREEMENT	3
PURPOSE AND INTENT	3
ARTICLE I - RECOGNITION, SECURITY AND UNION DEDUCTIONS	3
ARTICLE II - SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILIARY LEAVE	4
ARTICLE III - SENIORITY	5
ARTICLE IV - GRIEVANCE AND ARBITRATION	8
ARTICLE V - WAGE AND PAY PERIODS	8
ARTICLE VI - HOLIDAYS	9
ARTICLE VII - VACATIONS	10
ARTICLE VIII - HOURS OF WORK, OVERTIME AND PREMIUM PAY	11
ARTICLE IX - DISCHARGE	13
ARTICLE X - HOSPITALIZATION – LIFE INSURANCE, DENTAL INSURANCE, PUBLIC SAFETY OFFICERS PROFESSIONAL LIABILITY INSURANCE	13
ARTICLE XI - WORKER’S COMPENSATION	14
ARTICLE XII - RETIREMENT	15
ARTICLE XIII - LONGEVITY PAY	17
ARTICLE XIV - UNIFORMS, SHOES AND BOOTS	17
ARTICLE XV - COMPENSATORY TIME	17
ARTICLE XVI - GENERAL PROVISIONS	18
ARTICLE XVII - MANAGEMENT RIGHTS	18
ARTICLE XVIII - TERM OF THIS AGREEMENT	19
ADDENDUM #1 – WAGE SCHEDULE	20
ADDENDUM #2 – HEALTHCARE COVERAGE	21

## **AGREEMENT**

THIS AGREEMENT, made and entered into on July 1, 2008, by and between the CITY OF ESCANABA, hereinafter referred to as the "Employer" and the POLICE OFFICERS LABOR COUNCIL, representing the members of the Escanaba Public Safety Department's PSO/Dispatch Unit, hereinafter referred to as the "Union". For Purposes of defining the Public Safety PSO/Dispatch Unit, members shall be defined as those members with a rank of Public Safety Officer, Detective or Dispatcher. The term "Bargaining Unit", as used herein, shall refer to the Public Safety PSO/Dispatch Unit.

### **PURPOSE AND INTENT**

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

### ARTICLE I RECOGNITION, SECURITY AND UNION DEDUCTIONS

SECTION 1. The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this agreement and listed in the attached Addendum No. 1.

- A. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement for all employees of the Employer included in the bargaining units described above.

SECTION 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

- A. Any permanent employee who is not a Union member and who does not make application for membership, shall, as a condition of employment, pay to the Union an amount equal to the Union's regular initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Permanent employees who fail to comply with this requirement on the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, or on the thirty-first (31<sup>st</sup>) day following the beginning of their permanent employment, whichever occurs first, thereby indicate that they no longer desire employment with the City and will henceforth be separated from the City service.

SECTION 3. If any provision of the Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

SECTION 4. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount deducted to said Union provided, however, that the union presents to the Employer authorization signed by such employee, allowing such deductions and payments to the Union.

ARTICLE II  
SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE

Sick Leave:

- A. Sick leave will accrue for all full-time employees at a rate of 8 hours per month, to an unlimited amount. An employee shall be credited for accrued sick leave on the first day of each month following the date of commencement of employment, however, no employee may use sick leave until they have been employed for six (6) months.
- B. It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of each employee to verify their records and notify the City if a discrepancy is noted.
- C. Employees retiring from service under the provisions of Act 345 and/or Act 135 of the Municipal Employees Retirement System will be paid for sick time under the following formula:  
  
All unused sick leave accumulated over and above 520 hours shall be paid up to one-half of such amount at the employee's hourly rate at last day worked, not to exceed \$1,800.00.
- D. Each Department Head will be responsible for approving sick leave, and he may do so only for valid reason and after an employee informs him of his or her intention not to report to work. Each employee shall be responsible to notify the officer in charge at the time of such notification of such employee's intention not to report to work, unless such employee is hospitalized or otherwise unable to tender such notification. Written verification of illness by a physician shall constitute sufficient showing of valid reason for absence due to illness; however, the lack of such verification shall not, in and of itself, be evidence of abuse of sick leave.
- E. The Department Head responsible for approving sick leave may require a doctor's examination for the employee requesting the sick leave and if the illness is verified by the doctor, the City will assume the cost of the physical. If the doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave.

Funeral Leave:

- A. Funeral leave will be granted in the event of a death in the immediate family, the immediate family being defined as follows: spouse, mother and father of spouse, mother and father of employee, children of employee, brothers and sisters of employee, brothers-in-law and sisters-in-law of employee, grandmother and grandfather of employee, stepmother and stepfather of employee, sons-in-law and daughters-in-law, and grandchildren of the employee. Funeral leave granted in the event of a death in the immediate family shall commence on the actual date of death and shall extend to include the day following

completion of the funeral services. Pursuant to a letter of understanding between the employer and the union dated 5/9/07, funeral leave is for the purpose of the employee attending the funeral and/or memorial service of the deceased family member.

- B. Funeral leave shall not be deducted from sick leave and shall be paid at the employee's regular rate.

Personal Leave:

Each employee will be granted twelve (12) hours personal leave per fiscal year which can be accumulated to forty eight 48 hours. Advance notice of twelve (12) hours prior to the date requested shall be given and requests cannot be denied for arbitrary or capricious reasons or if it would create overtime. In the event that no personnel voluntarily fill a vacant shift created through use of personal leave, the department shall have the right to "order in" an eligible employee who has the least amount of seniority. Only one officer per platoon may be on personal leave at any one time. Unused personal leave time will be paid off at the time of separation or retirement and calculated into the final average compensation.

Leave of Absence:

- A. Leave of absence may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner for the necessity of the request for a leave of absence and his or her decision will be based on the value of the employee to the City, departmental needs and the purpose of the request.
- B. Limited leave or time off without pay may be granted by the Department Head, if such approval will not impair the efficiency of the department and providing such leave will not exceed forty-eight (48) working hours.

Military Leave:

- A. Military leave shall be granted according to the applicable State and Federal Laws.
- B. National Guard Field Training will be paid as follows:  
The City will pay the difference between the regular City rate based upon a standard forty-two (42) hour work week and the amount they receive from their National Guard Pay.

ARTICLE III  
SENIORITY

- A. Departmental seniority shall be defined, for the purpose of this Agreement, as credited service of the employee in the department. Bargaining unit seniority shall be defined, for purposes of this agreement, as credited service in the bargaining unit. Credited service shall mean continuous employment with the City (departmental seniority), and within the bargaining unit (bargaining unit seniority), beginning with the date and hour on which the employee began to work after last being hired, less deductions for leave of absence of unauthorized absences, plus paid sick time, plus the Armed Forces Service.

City employees entering the Escanaba Department of Public Safety shall have their prior City service granted to them for fringe benefits only.

Bargaining unit seniority shall be defined as credited service, as defined above, within the bargaining unit. Seniority begins at the time of entry into the bargaining unit. Employees promoted or appointed to a position within the department outside of the bargaining unit shall retain their bargaining unit seniority, but shall not accrue bargaining unit seniority while holding a position outside of the bargaining unit.

- B. New employees will be considered probationary employees for a period of not less than one (1) year from the date of permanent employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.
- C. An employee's probation may be extended for another (consecutive) period of one (1) year and in such cases, the provisions of paragraphs (A) and (B) above will apply throughout this extended period.
- D. Employees laid off without misconduct on their part and who make a request, in writing, within two (2) years after separation from service, shall have their names placed on either, or both, a general reemployment or departmental reemployment list, depending upon request.

The rank of such employee on the list shall be determined by a combined rating, giving equal consideration to efficiency as demonstrated on the job and the length of service with the City.

The eligibility of all candidates on reemployment lists shall expire two (2) years from the date of their separation from the service.

- E. Seniority shall be on a bargaining unit basis. In the event of layoff, the last employee laid off shall be the first employee recalled. Any Command Unit employee laid off shall have the right to re-enter the PSO/Dispatch Unit as a sworn officer, assuming that the laid off employee has more credited service in the bargaining unit than any one sworn officer in the PSO/Dispatch Unit. The result being that the sworn officer with the least amount of credited service in the Public Safety Department would be laid off first. With respect to Dispatcher layoffs, the Dispatcher with the least departmental seniority will be laid off first.
- F. The Employer will post departmental, bargaining unit, officer and dispatch seniority lists annually. The PSO/Dispatch Unit sworn officers will have a separate seniority list from Dispatchers and the Command Unit.
- G. An employee shall lose his or her seniority for the following reasons only:
  - 1. He or she quits.
  - 2. He or she is discharged and the discharge is not reversed through the procedure set forth in the Agreement.
  - 3. He or she is absent for three (3) consecutive working days without notifying the Employer. The Employer will send written notification to the employee at his or her

last known address that he or she has lost his or her seniority and his or her employment has been terminated.

If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

4. If he or she does not return to work when recalled from layoff, as set forth in the recall procedure.
- H. An employee who is injured while on duty shall continue to accumulate seniority during his or her absence due to such injury, and shall be reinstated upon recovery to his or her former position with full seniority rights, provided he or she is physically qualified to return to work.
- I. In selecting Public Safety Officers for promotion, the Union and the City agree that the following factors will be applied, considered and weighed:
1. Written Examination - 30 points (maximum)
  2. Oral Examination - 30 points (maximum)
  3. Service Rating - 30 points (maximum)
  4. Departmental Seniority - 10 points (maximum) one (1) point for each year of service up to ten (10) years)

All employees shall be informed of the number of service points they have been given at least seventy-two (72) hours prior to taking the written portion of the promotional examination.

An Oral Examination Board is hereby created, consisting of five (5) members, four (4) of whom shall be appointed by the Director of Public Safety and one (1) who shall be appointed by the Union.

The Director of Public Safety shall select the person to be promoted from among the three (3) persons who have achieved the highest point total after the above enumerated factors have been applied.

Within five (5) work days of promotion being made, the Union shall have the absolute right to proceed to subparagraph (B) of Article IV, Grievance and Arbitration. The decision of the panel of arbitrators shall be final and binding on both parties with respect to promotions.

- J. A promotional exam for Detective will be available to all Public Safety Officers with three (3) or more years of experience. A promotional exam for Uniform Sergeant will be available to Command Unit Employees and all Public Safety Officers, and Detectives with three (3) or more years of experience. A promotional exam for Detective Sergeant will be available to all Command Unit Employees, Public Safety Officers, and Detectives with three (3) or more years of experience. A promotional exam for Uniform Lieutenant or Detective Lieutenant shall be available to all Uniform Sergeants and Detective Sergeants. Uniform Lieutenants will be allowed to test for Detective Lieutenant and Detective Lieutenants will be allowed to test for uniform Lieutenant.

- K. PSO/Dispatch Unit employees assigned to vacancies or new positions will be given a reasonable opportunity, not to exceed six (6) months, to demonstrate their qualifications and ability to fill such vacancies or positions. If the employee is unable to qualify for the new position, or he or she does not wish to continue in the position, he or she shall be returned to his or her original classification.

ARTICLE IV  
GRIEVANCE AND ARBITRATION

- A. Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular clauses of this Agreement, and under no circumstances will grievances be brought up as matters for negotiation.
- B. In the event that satisfactory adjustment cannot be reached between the parties to this agreement, the dispute shall be submitted to the Michigan Employment Relations Commissions (MERC) for the appointment of an Arbitrator. The Michigan Employment Relations Commission will submit names of three (3) prospective arbitrators to both parties. Each party will have the opportunity to strike the name of one arbitrator from the list, with the remaining person designated as the arbitrator. The decision of the arbitrator regarding the dispute will be binding on both parties.
- C. The arbitrator shall have no power to add to or subtract from or modify any terms of this agreement.
- D. Grievances with respect to matters of transfer, promotion, demotion, discipline, layoffs or discharges shall be presented to the City, in writing, within five (5) days from the date of such transfer, promotion, demotion, discipline, layoff or discharge. If such notice, in writing, is not given to the City with five (5) working days of the occurrence of the facts upon which such complaint is based, then it shall be deemed waived and abandoned and shall not thereafter form the basis of a grievance between the parties hereto.
- E. The Employer may bring issues before the Arbitrator, if said issues cannot be resolved by meetings with the Union, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.
- F. Under no circumstances will services be stopped, slowed or otherwise impaired while the above procedures are underway.

ARTICLE V  
WAGE AND PAY PERIODS

- A. Annual increments shall take effect on the first day of each fiscal year. A bargaining unit member appointed, promoted or reinstated prior to the first day of January in any fiscal year shall be eligible to receive an increment on the first day of the next succeeding fiscal year.



No bargaining unit member shall receive an increment which would result in his or her receiving an annual salary in excess of the maximum of the salary grade to which his or her position is allocated.

- B. See Addendum #1 for Wage and Progression Schedule.

ARTICLE VI  
HOLIDAYS

- A. **Holiday Defined:** Full holiday when used herein shall mean a full twenty-four (24) hours commencing at the start of the “day” shift of the holiday and ending at the end of the “night” shift of that same day. For example, the Thanksgiving holiday would start at 7:00 a.m. on Thanksgiving day and end a 7:00 a.m. on the day following.

The Dispatcher shifts would be identified as follows: Midnight shift 11:00 p.m. to 7:00 a.m.; day shift 7:00 a.m. to 3:00 p.m.; and afternoons 3:00 p.m. to 11:00 p.m. Recognized holiday periods will begin at 11:00 p.m. the night prior to the holiday to 11:00 p.m. the following night-

- B. **Conditions for Granting Pay on Holidays:** Employees shall receive no pay for holidays unless they work their scheduled work days preceding and succeeding such holiday; providing however, that if either of these two days is vacation time, sick leave, or an excused absence, it shall be accepted.

All employees shall be entitled to pay for holidays, subject to the conditions contained herein.

- C. The following holidays will be recognized:

New Years Day	January 1
Washington’s Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day Following Thanksgiving Day	
Christmas Day	December 25
Employee’s Birthday	Individual Birthdays

Holidays will be celebrated on the days listed above, except as follows: For Public Safety Officers, the Christmas holiday period shall start at 7:00 p.m. on December 24<sup>th</sup> and shall end at 7:00 p.m. on December 25<sup>th</sup>. The New Year holiday period for Public Safety Officers shall begin at 7:00 p.m. on December 31<sup>st</sup> and shall end at 7:00 p.m. on January 1<sup>st</sup>.

- D. Employees working holidays will be compensated as follows:

1. Work during regular shift: Pay at time and one-half (1-1/2 x base hourly rate) for hours worked, plus eight (8) hours of holiday pay for full holiday.

2. Work “other” than during regular shift hours: Pay at double time and one-half (2-1/2 x base hourly rate), times the number of hours worked.
3. Employee not scheduled to work on holiday: An employee not scheduled to work on a holiday shall receive either pay for eight (8) hours at the base hourly rate, or eight (8) hours of compensatory time at the employee’s option, but shall not be entitled to pay and compensatory time for the same holiday.
4. Public Safety Officers scheduled to work when there is sufficient manpower for the shift may request “holiday leave” which shall mean that the employee may be permitted to take the twelve (12) hour work day off for that scheduled day. This is at the direction of the shift supervisor.
5. When an employee’s birthday falls on a paid holiday, the employee’s paid birth holiday will be the first non-holiday immediately prior to the birthday.
6. Detectives shall receive their regular rate of pay on holidays and they will not be scheduled to work on such holidays. In the event a holiday falls on a weekend, Detectives may be scheduled off on a day immediately prior to, or following, the weekend holiday. In the event a Detective is called in to work on a holiday, he or she will be paid according to the provision for call in pay on a holiday.
7. Regular part-time employees will be eligible for 50% of regular holiday pay following the completion of (6) six months employment. When full-time employees receive eight (8) hours of holiday pay, part-time employees will receive four (4) hours of holiday pay. In order to be eligible to receive holiday pay, part-time employees have to work a total of forty (40) hours in the previous thirty (30) days to the holiday.

ARTICLE VII  
VACATIONS

- A. Vacation leave with pay will be granted to all permanent full-time employees who have completed one (1) year of City service; said vacation to be credited to the employee on each anniversary date of City employment.
- B. Vacation scheduling will incorporate two annual scheduling periods. An employee will receive “guaranteed vacation” if vacation dates are selected between October 1st and October 16th. Such dates must occur between the following December 1st and May 30th. “Non-guaranteed” vacation dates must be selected between October 17<sup>th</sup> and October 30<sup>th</sup> and must occur between the following December 1<sup>st</sup> and May 30<sup>th</sup>.

Guaranteed vacation dates can also be selected between April 1<sup>st</sup> and April 15<sup>th</sup> and must occur between the following June 1st and November 30<sup>th</sup>. Non-guaranteed vacation dates will also be selected between April 16<sup>th</sup> and April 30<sup>th</sup> and must occur between the following June 1<sup>st</sup> and November 30<sup>th</sup>.

Guaranteed vacation dates will be allotted by departmental seniority. Non-guaranteed vacation will be allotted by departmental seniority, then on a “first come first serve” basis, when requested outside of the designated selection period.

Guaranteed vacation must be used on the dates selected. Non-guaranteed vacation may be cancelled by the employee or by the employer.

Employees may not block off more vacation than they will have earned on the dates requested.

All parties agree that vacation time will not be granted during the Fair week.

The department is not required to grant vacation requests for less than 12 hours for non-detective employees. In all cases, except as provided for below, requests for a full 12 hour shift will take precedence over requests for partial shifts regardless of seniority.

After a “partial shift” vacation becomes posted on a two week schedule, it may be cancelled two or more weeks prior to its occurrence if any of the following take place:

- 1.) Another employee takes a full shift vacation, comp or sick day
- 2.) Training is scheduled

Within two weeks of the date of a partial shift vacation, said vacation shall not be cancelled for the above reasons.

C. Vacations with pay will be granted on the following schedule:

After one (1) full year of service	48 hours
After two (2) full years of service	88 hours
After five (5) full years of service	128 hours
After ten (10) full years of service	144 hours
After fifteen (15) full years of service	168 hours
After twenty (20) full years of service	208 hours
After twenty-five (25) full years of service	224 hours
After thirty (30) full years of service	240 hours

D. Employees terminating their City employment will be entitled to pay for the unused and accrued portion of their vacation leave to the last date of their employment. The last date of City employment is declared to be the last date on which an employee worked a full shift.

E. Employees may accrue vacation for a period not to exceed two (2) years vacation rights. If vacation is not used at that time, it will be lost to the employee. Additional vacation time may be accrued with special permission of the City Manager.

ARTICLE VIII  
HOURS OF WORK, OVERTIME AND PREMIUM PAY

A. The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall

not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.

The department shall post two (2) two-week schedules in such a manner that the current schedule shall be accompanied by the succeeding two week schedule.

- B. The standard pay period for computing pay will begin at the start of the “day” shift, Sunday, and extend until the end of the “night” shift fourteen (14) days hence, averaging a forty-two (42) hour week or eight-four (84) hour pay period.

Employees who are scheduled for mandatory training will receive pay for all time spent in training and suitable travel time. Days off may be changed for employees who are scheduled for mandatory training. The days off must be rescheduled within the same pay period in which the training is scheduled. The Public Safety Director shall determine which training is mandatory.

- C. Hourly employees working over twelve (12) hours in one day will be paid at a rate of time and one-half (1-1/2 x) of their regular hourly rate for the time worked over twelve (12) hours.

Public Safety Officers working in excess of seven (7) days and eight-four (84) hours during a standard pay period of two (2) weeks, will be paid at a rate of time and one-half (1-1/2 x) of their regular hourly rates. Dispatchers who work in excess of ten (10) days or eighty (80) hours during a standard two (2) week pay period will be paid at a rate of time and one-half (1-1/2 x) their regular hourly rate.

Detectives receive overtime pay at a rate of time and one half for all hours worked in excess of 40 in a work week. Management reserves the right to “flex” schedules.

Overtime pay for Detectives shall be in lieu of any and all compensatory time hereto accrued by Detectives for working overtime hours.

- D. The hours of work and specific shift assignment will be determined by the Department Head and any overtime shall be assigned as equally as possible.
- E. Shift differential pay shall be as set forth in Addendum I Wage Schedule.
- F. A minimum of three (3) hours at time and one-half (1-1/2 x) shall be paid an employee who is called back to duty after having been released from the regular day’s work or on days other than his or her scheduled work days. An employee called to duty shall be considered as being on duty for the full three (3) hours and another call within this three (3) hour period shall not entitle the employee to extra consideration beyond the time and one-half for actual time worked in excess of such three (3) hours.

An employee called out any time within three (3) hours of the start of his or her regularly scheduled shift shall receive pay at time and one-half (1-1/2 x) his or her base hourly rate for actual time worked.

- G. Employees not scheduled to work on the day upon which a holiday falls will be paid a minimum of three (3) hours at the holiday rate for responding to calls. An employee

scheduled to work on the day upon which a holiday falls, who is excused by reason of it being a holiday, shall be paid a minimum of three (3) hours at time and one-half (1-1/2x) for responding to calls during the regularly scheduled hours from which he was excused. A minimum of three (3) hours at the holiday rate shall be paid such employee for responding to calls before or after his or her regularly scheduled hours.

- H. Subject to the approval of the Director of Public Safety or his or her designated officer in charge, bargaining unit members shall be permitted to voluntarily trade work or leave days with other members of the department, subject to Department Head approval, upon notification to the Department Head or his or her designated officer in charge.
- I. PSO/Dispatch Unit overtime that occurs outside of the normal schedule shall be offered to PSO/Dispatch Unit members prior to being offered to Command Unit members. If there are no volunteers for such overtime, the employer shall order in the PSO/Dispatch Unit member with the least amount of seniority year to date. If no PSO/Dispatch Unit member can be obtained, the employer shall order in a Command Unit member using the same criteria. The converse shall apply in the event members of the Command bargaining unit are unavailable for call in. These provisions shall not apply to firefighting or emergency functions, in which case overtime shall be filled equitably among all department members. These provisions also do not apply to the selection of individuals for long-term or special assignments, i.e. UPSET or School Liaison.
- J. Higher Classification Pay  
Employees assigned to work in a higher classification shall receive the higher classification wage rate for all hours so assigned.
- K. Dispatcher Overtime Resulting from Sick Time  
Any overtime in the dispatch classification, created by sick time, will be offered first to part-time dispatchers by seniority.

#### ARTICLE IX DISCHARGE

An employee may be disciplined or discharged for just cause; provided that a finding by the employer of just cause for the discipline or discharge of any employee covered by this agreement shall be subject to the grievance procedure herein above set forth, including arbitration.

#### ARTICLE X HOSPITALIZATION –LIFE INSURANCE, DENTAL INSURANCE, PUBLIC SAFETY OFFICERS PROFESSIONAL LIABILITY INSURANCE

- A. The employer agrees to pay the full premium for health insurance (BCBS Community Blue Base Plan with UP Blue Rider) for each employee covered by this agreement who has been on the payroll for thirty (30) days (coverage begins the first of the next month following thirty (30) days of employment). This provision shall be contingent upon “management/non-union” employees implementing this coverage on or before the date that bargaining unit coverage is implemented.

- B. Health insurance benefits as referenced in Article X, A., are outlined in the attached Addendum No. 2. The employer may change, amend, transfer or alter existing hospitalization, life or other insurance coverage, except that there shall be no reduction of any benefit without the mutual agreement of both the employer and union.
- C. The employer agrees to furnish, at no cost to the employee, a term life policy in the amount of \$20,000.00 double indemnity covering the employee only.
- D. The City will provide Professional Liability Insurance as follows:  
  
\$1,000,000.00 with another \$1,000,000.00 as an “umbrella”.
- E. The employer shall provide the Dental Program for the employee and his/her family. Orthodontic coverage shall be \$750.00. The employer shall pay the full cost of providing this benefit for the employee and family for the term of this Agreement.

ARTICLE XI  
WORKER’S COMPENSATION

- A. All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Worker’s Compensation Act. Subject to the limitations in subsection (B), the City shall pay the regular salary of the injured employee, less the legal rate of compensation provided in the Worker’s Compensation Act.
- B. Such additional payment shall be known as Supplementary Worker’s Compensation.

It shall apply:

- 1. From the date of injury and continue during the periods of incapacity, but not to exceed more than six (6) months of payment, whether said six (6) months is continuous or intermittent time off, for any one (1) personal injury.

It shall not apply:

- 1. In partial incapacitated cases when an employee refuses to accept limited duties, after certification for such duties by a physician.
  - 2. When an employee terminates, through death, retirement or other reason.
  - 3. When injury results from the employee’s misconduct or negligence.
  - 4. When the employee’s injury claim is disputed by the City through lack of visual evidence or other reasonable proof.
- C. The provisions of Section (A) and Section (B) are subject to the legal limitations, as provided for in the Michigan Worker’s Compensation Act, as well as the City’s authority to continue as a self-insured employer under Michigan Law.

ARTICLE XII  
RETIREMENT

- A. All Public Safety Officer members will be covered by Act 345 and contributions thereto will be in accordance with appropriate State and Federal Laws. Pensions for members of the Escanaba Department of Public Safety will be provided for as follows:

Escanaba Public Safety Benefit Formula (Retirement)

Three (3) year average final compensation times 3.0% times years of service to a maximum of twenty-five (25) years. Maximum benefit shall be 75%. Employees shall be permitted to retire at any age with twenty-five (25) years of service.

Average final compensation is the average of the salaries paid during the period of three (3) consecutive years of credited service which produces the highest average. The three (3) consecutive years must be in the last ten (10) years of credited service.

Final average compensation will include unused sick leave, unused vacation leave, retirement bonus, unused personal leave and prorated longevity pay paid at retirement per the provisions of this contract.

The City will provide for annual post-retirement benefit increases of 1.5% each year, computed on the existing benefit, for all retirees and beneficiaries retired after 07/01/02, who have been retired one (1) full year as of the annual implementation date of January 1<sup>st</sup>.

In those situations where the retiree dies before reaching one (1) full year of retirement, the improved benefit would go into effect for the beneficiary (should one exist) at the same date it would have gone into effect for the retirees based on the amount the beneficiary is receiving. In those situations where the retiree dies after reaching the qualifying period, the increase will continue for each new year (January 1<sup>st</sup>) calculated on the amount the beneficiary is receiving.

In the event of non-service death of a vested member (those with ten (10) or more years service), a surviving spouse, if there is one, will be entitled to retirement benefits in accordance with MCL 38.556 (1), (H), (I).

Public Safety Officers contribute 5% of their wage to their Act 345 pension. The City is advised in March or April of each year of the City's obligation to said pension plan. In the event that the City's obligation shall increase over its current obligation of 6.83%, the Public Safety Officers shall contribute a total of 6% of their wage to the Act 345 pension commencing the following July 1<sup>st</sup>. If the City's obligation shall decrease below its current obligation of 6.83%, the contribution by the Public Safety Officers shall be decreased to 5% commencing the following July 1<sup>st</sup> of said notification.

- B. All dispatchers will be covered by the Municipal Employees Retirement System plan as outlined in Act 135, under the B-3 Option.

The dispatcher's final average compensation will be computed on the highest 36 consecutive month's earnings, and divided by three (FAC-3 option).

In addition, dispatchers with twenty-five (25) or more years of credited service and who are at least fifty-five (55) years old will be eligible for full retirement pay through the Municipal Employee's Retirement System (F-55/25 option).

Furthermore, dispatchers who retire shall receive the annual post-retirement benefit increase of 1.0% each year, computed on the original benefit according to the Municipal Employee's Retirement System (MERS) guidelines for all retirees and beneficiaries who have been retired one (1) full year as the annual implementation date of January 1st.

- C. All employees who have ten (10) or more years of service and are eligible to retire with a pension, shall receive upon retirement, a wristwatch valued at an amount not to exceed \$75.00, including cost of engraving, or their service revolver, where applicable.
- D. Employees eligible for retirement shall receive the following retirement bonus:

<u>Yrs. of Service</u>	<u>Bonus Payment</u>	<u>Yrs. of Service</u>	<u>Bonus Payment</u>
20	\$100	30	\$325
21	\$120	31	\$350
22	\$140	32	\$375
23	\$160	33	\$400
24	\$180	34	\$425
25	\$200	35	\$450
26	\$225	36	\$500
27	\$250	37	\$550
28	\$275	38	\$600 Maximum
29	\$300		

E. Hospital/Medical Insurance for Retirees:

- 1. Retirees will be given the option to continue hospital/medical insurance through the City's health insurance carrier on a self-pay basis, as long as the carrier makes that option available.
- 2. Retirees must enroll in the insurance program on or before the date of retirement in order to participate on a self-pay basis.

Retirees who terminate coverage under the City health insurance plan and who continue to be enrolled in other health insurance coverage after termination of the City plan, will be allowed to re-enter the City's health insurance plan assuming that the City's health insurance plan in effect at the time the retired employee seeks to re-enter allows them to re-enter.

- F. Sworn officers shall be allowed to "purchase" Military Service Time in the same manner as has been utilized in the past and in accord with Public Act 345. The employee purchasing such Military Service Time must also then retire within thirty (30) days of the purchase.

G. Defined Contribution Retirement Plan (DC Plan)



Dispatchers hired after 6/30/08 shall be covered by a defined contribution retirement plan which shall include a mandatory 4% of pay employer contribution, plus employer matching of up to 3% of voluntary employee contributions. This plan is offered in lieu of the MERS defined benefit retirement plan which is offered to dispatch employees hired prior to 7/1/08. Any Dispatchers hired after 6/30/08 shall not be a member of the defined benefit retirement plan. Employees hired before 7/1/08 shall be given the option of converting to the DC plan. Conversions are subject to actuarially determined rollover amounts.

ARTICLE XIII  
LONGEVITY PAY

After completing five (5) full years of service as of November 1<sup>st</sup>, each employee receives annually, on the payday closest to December 1<sup>st</sup>, longevity pay computed as follows:

<u>Years of Service</u>	<u>Not to Exceed</u>
After 5 years	\$100
After 10 years	\$200
After 15 years	\$300
After 20 years	\$400

ARTICLE XIV  
UNIFORMS, SHOES AND BOOTS

The City agrees to furnish and maintain the required uniforms of uniformed officers as in the past. Replacement of uniforms, boots, shoes and raincoats, etc., shall be on the salvage system, and old articles shall be turned in to the person designated by the director in order to receive replacement of these articles of clothing. The combined boot and shoe allowance shall be \$200.00 every two (2) years. Employees shall present either a bill for payment to the supplier or a receipt for reimbursement to the employer. The two (2) year periods are defined below:

July 2007 – June 2009  
July 2009 – June 2011

ARTICLE XV  
COMPENSATORY TIME

Employees may earn and accumulate compensatory time in lieu of overtime pay, at the option of the employee, for a period not to exceed a total of eighty (80) hours. Compensatory time shall also be credited to an employee while in attendance, outside of regular hours of work, at school or classes which contribute to the improvement of skills or knowledge utilized in the performance of such employee's job duties.

Compensatory time credited to employees in lieu of overtime shall be credited at the rate of one and one-half times (1-1/2 x) the number of overtime hours worked.

Employees shall give notice of at least twenty-four (24) hours when requesting to use accrued compensatory time; however, a shift commander may grant time off for less than twelve (12) hours at his or her discretion, providing the efficient operation of the Public Safety Department will not be hindered by his or her so doing.

Any employee attending at any Court as a witness to facts or circumstances within the knowledge of such employee shall be compensated at two (2) hours at his or her overtime rate of pay, if such knowledge arises out of and in the course of such employee's employment.

ARTICLE XVI  
GENERAL PROVISIONS

- A. It is agreed by the parties to this Agreement that all Civil Service Rules, regulations, rights or obligations are superseded by this Agreement and that this Agreement will be the basis by which all matters pertaining to wages, hours and working conditions will be determined.
- B. For the purpose of job description and definition, the City's classification plan will be utilized.
- C. All existing administrative regulations governing City Policy will remain in effect and future administrative regulations may from time to time be adopted. Said regulations are not to conflict with the provisions of this Agreement.
- D. For new employees, the City retains the option of advancing increments based upon experience of the employee and City needs.
- E. No person in the City classified service or seeking admission thereto, shall be appointed, demoted or removed or be in any way favored or discriminated against because of his or her political or religious opinions or affiliations or national origin.
- F. All employees governed by this Agreement will maintain a residence within twenty (20) miles from the corporate City Limits of the City of Escanaba.
- G. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of the Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.
- H. It shall be expressly understood by both parties that this Contract may be revised, amended or otherwise altered, or effect changes in the existing contract language when mutually agreed upon by the union and the employer. "Mutually agreed" means actual agreement and shall not mean a resolution of disagreement through arbitration.

ARTICLE XVII  
MANAGEMENT RIGHTS

Except to the extent expressly abridged by specific provisions of this Agreement, the City reserves and retains, solely and exclusively, all of its common law rights to manage the affairs of the City, as such rights existed prior to the execution of this Agreement with the Union.

This Agreement does not in any way abridge the right and responsibility of the citizens of Escanaba, acting either through their elected representatives, or as a group or singularly, from expressing their will

and ideas relative to the City Policy, administration, and financing, as set forth in the City Charter and Michigan Home Rule Act.

ARTICLE XVIII  
TERM OF THIS AGREEMENT

The provisions of this Agreement and Addendum #1 thereto shall become effective as of July 1, 2008. This Agreement shall continue in full force and effect until midnight, June 30, 2011, and for successive annual periods thereafter, unless not more than one hundred fifty (150) days but at least one hundred twenty (120) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires change or amendment, said notice shall have the effect of terminating this Agreement in its entirety, on the expiration date unless, the parties agree to an extension of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representative this \_\_\_\_\_ day of \_\_\_\_\_(November 2008).

CITY OF ESCANABA

POLICE OFFICERS LABOR COUNCIL

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
LABOR REPRESENTATIVE

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
BARGAINING UNIT PRESIDENT

**City of Escanaba**  
**POLC PSO/DISPATCH Unit Labor Agreement**  
**Addendum #1**  
**Wage Schedule**

		3.00%	2.50%	2.50%
		2008/09	2009/10	2010/11
PSO 1	1st Step	19.52	20.01	20.51
	2nd Step	20.98	21.50	22.04
	3rd Step	22.97	23.54	24.13
	4th Step	24.41	25.02	25.65
Detective (UPSET)		26.35	27.01	27.69
Dispatchers	1st Step (75%)	14.27	14.63	14.99
	2nd Step (80%)	15.22	15.60	15.99
	3rd Step (85%)	16.17	16.58	16.99
	4th Step (90%)	17.12	17.55	17.99
	5th Step (92.5%)	17.59	18.04	18.49
	6th Step (97.5%)	18.54	19.01	19.49
	7th Step	19.02	19.50	19.99
PSO Shift Differential 7:00 p.m. - 7:00 a.m.		0.31	0.32	0.33
Dispatch Shift Differential 3:00 p.m. - 11:00 p.m.		0.33	0.34	0.35
Dispatch Shift Differential 11:00 p.m. - 7:00 a.m.		0.41	0.42	0.43

**City of Escanaba**  
**POLC PSO/DISPATCH Unit Labor Agreement**  
**Addendum #2**  
**Healthcare Coverage**

**Your Health Care Plan**

The benefit chart(s) in Your Benefits Guide are designed to provide you with a summary of the services covered under your health plan. You will need to reference the actual certificate(s) or rider(s) for detailed information about a benefit including any exclusions or limitations.

When you need to reference a certificate or rider, simply match the form number from the benefit chart (located to the left of the benefit) to the same form number on the navigation bar. Then double click on the form number in the navigation bar.

**Eligibility information**

<b>Member</b>	<b>Form</b>	<b>Eligibility Criteria</b>
Dependents	6225	Your spouse, and unmarried children until the end of the year in which they turn age 19.
Dependent Continuation	4656 - DC	Dependents between the ages of 19 and 25 provided they meet all of the requirements of this rider.

**Community Blue PPO**  
**Benefit Chart**

**Deductible, Copays and Dollar Maximums -\$1 million lifetime per covered specified organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted below for individual services.**

<b>Benefits</b>	<b>Form</b>	<b>In-Network</b>	<b>Form</b>	<b>Out-of-Network</b>
Deductible	5778	\$250 per person or \$500 for the family per calendar year	5786	\$500 per person or \$1,000 for the family per calendar year Note: Your out-of-network deductible amount will also be applied to your in-network requirement.
Fixed Dollar Copays	5794 6225	\$15 copay for specific services \$50 copay for emergency services, waived if admitted or for an accidental injury	6225 6225	Not applicable \$50 copay for emergency services, waived if admitted or for an accidental injury
Percent Copays	577801	10 percent copay after deductible	6225	20 percent copay after deductible

Mental Health Percent Copay	5811	20 percent copay requirement after deductible	5811	20 percent copay requirement after deductible
Private Duty Nursing Percent Copay	6225	50 percent copay after deductible	6225	50 percent copay after deductible
Copay Dollar Maximums	5815	\$500 per member, \$1,000 for the family per calendar year	5857	\$1,500 per member, \$3,000 for the family per calendar year

**Preventive Care Service -\$250 annual maximum for covered preventive care services.**

Benefits	Form	In-Network	Form	Out-of-Network
Health Maintenance Exam -includes chest X-ray, EKG and select lab procedures, one per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Not Covered
Gynecological Exam -one per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Not Covered

Pap Smear Screening, laboratory and pathology services, one per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Not Covered
Well-Baby and Child Care -6 visits, birth through 12 months -6 visits, 13 months through 23 months -2 visits, 24 months through 35 months -2 visits, 36 months through 47 months -1 visit per birth year, 48 months through age 15	6225	Covered -100 percent of approved amount	6225	Not Covered
Immunizations, up through age 16	6225	Covered -100 percent of approved amount	6225	Not Covered
Fecal Occult Blood Screening, one per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Not Covered
Flexible Sigmoidoscopy Exam, one per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Not Covered
Prostate Specific Antigen (PSA) Screening, one per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Not Covered

**Mammography Physician Office Services**

Benefits	Form	In-Network	Form	Out-of-Network
Mammography Screening, one per calendar year, no age restrictions	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible

Benefits	Form	In-Network	Form	Out-of-Network
Office Visits	5794	Covered -\$15 copay for specific services	6225	Covered -80 percent of approved amount after deductible, must be medically necessary

Outpatient and Home Visits	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible, must be medically necessary
Office Consultations	5794	Covered -\$15 copay for specific services	6225	Covered -80 percent of approved amount after deductible, must be medically necessary
Urgent Care Visits	5794	Covered -\$15 copay for specific services	6225	Covered -80 percent of approved amount after deductible, must be medically necessary

### Emergency Medical Care

Benefits	Form	In-Network	Form	Out-of-Network
Hospital Emergency Room	6225	\$50 copay for emergency services, waived if admitted or for an accidental injury	6225	\$50 copay for emergency services, waived if admitted or for an accidental injury
Ambulance Services when medically necessary	577801	Covered -90 percent of approved amount after deductible	577801	Covered -90 percent of approved amount after deductible

### Diagnostic Services

Benefits	Form	In-Network	Form	Out-of-Network
Laboratory and Pathology Services	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Diagnostic Tests and X-rays	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Therapeutic Radiology	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible

### Maternity Services Provided by a Physician

Benefits	Form	In-Network	Form	Out-of-Network
Prenatal and Postnatal Care	6225	Covered -100 percent of approved amount	6225	Covered -80 percent of approved amount after deductible
Delivery and Nursery Care	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible

### Hospital Care

Benefits	Form	In-Network	Form	Out-of-Network
----------	------	------------	------	----------------

Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies <b>Note:</b> Nonemergency services must be rendered in a participating hospital	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Inpatient Consultations	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Chemotherapy	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible

### Alternatives to Hospital Care

Benefits	Form	In-Network	Form	Out-of-Network
Skilled Nursing Care -Up to 120 days per member, per calendar year	577801	Covered -90 percent of approved amount after deductible	577801	Covered -90 percent of approved amount after deductible
Hospice Care -limited to dollar maximum which is reviewed and adjusted periodically	6225	Covered -100 percent of approved amount	6225	Covered -100 percent of approved amount
Home Health Care	577801	Covered -90 percent of approved amount after deductible	577801	Covered -90 percent of approved amount after deductible

### Surgical Services Human Organ Transplants

Benefits	Form	In-Network	Form	Out-of-Network
Surgery -includes related surgical services -Participating Ambulatory Surgery Facility	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Voluntary Sterilization	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Voluntary Abortions	4725	Not Covered	4725	Not Covered

Benefits	Form	In-Network	Form	Out-of-Network
Specified Organ Transplants – in <b>designated</b> facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504), up to \$1 million lifetime maximum per transplant type	6225	Covered -100 percent of approved amount	6225	Covered -100 percent of approved amount in designated facilities only
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible



Kidney, Cornea and Skin	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Specified Oncology Clinical Trials	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible

### Mental Health Care and Substance Abuse Treatment Other Services

Benefits	Form	In-Network	Form	Out-of-Network
Inpatient Mental Health Care and Substance Abuse Treatment	5811	Covered -80 percent of approved amount after deductible	5811	Covered -80 percent of approved amount after deductible
Outpatient Mental Health Care -Facility and Clinic -Physician's Office (deductible is waived for services provided by in-network provider)	5811	Covered -80 percent of approved amount after deductible	5811	Covered -80 percent of approved amount after deductible
Outpatient Substance Abuse Treatment in approved facilities, up to the state dollar amount which is adjusted annually	5811	Covered -80 percent of the approved amount after deductible	5811	Covered -80 percent of the approved amount after deductible

Benefits	Form	In-Network	Form	Out-of-Network
Outpatient Diabetes Management Program (ODMP)	577801	Covered -90 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Allergy Testing and Therapy	6225	Covered -100 percent of approved amount	6225	Covered -80 percent of approved amount after deductible
Prescription Contraceptive Devices	9973	Covered -90 percent of approved amount after deductible	9973	Covered -80 percent of approved amount after deductible
Contraceptive Injections	577801	Covered -90 percent of approved amount after deductible	5315	Covered -80 percent of approved amount after deductible
Chiropractic Spinal Manipulation <b>Note:</b> Up to 24 visits per member, per calendar year	6225	Covered -100 percent of approved amount	6225	Covered -80 percent of approved amount after deductible
Outpatient Physical, Speech and Occupational Therapy <b>Note:</b> A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office - Facility and Clinic	577801	Covered -90 percent of approved amount after deductible	577801	Covered -90 percent of approved amount after deductible
-Physician's Office -excludes speech and occupational therapy	6225	Covered -100 percent of approved amount after deductible	6225	Covered -80 percent of approved amount after deductible
Durable Medical Equipment	577801	Covered -90 percent of approved amount after deductible	577801	Covered -90 percent of approved amount after deductible

Prosthetic and Orthotic Appliances	577801	Covered -90 percent of approved amount after deductible	577801	Covered -90 percent of approved amount after deductible
Private Duty Nursing	6225	Covered -50 percent of approved amount after deductible	6225	Covered -50 percent of approved amount after deductible

**Note: Temporary benefits for hospital services – When a hospital chooses to terminate its participating contract with BCBSM, your coverage provides temporary benefits for emergency care and for certain services for up to six months from the date the hospital terminates its participating contract with Blue Cross Blue Shield of Michigan. Please refer to rider Temporary Benefits for Hospital Services (form #1700) for covered benefits under this arrangement.**

## **Blue Preferred RX Benefit Chart for Prescription Drug Coverage**

The following benefit chart is designed to provide you with a summary of the services covered under your plan. You will need to reference the actual certificate(s) or rider(s) for detailed information about a benefit including any exclusions or limitations

### **Choosing your pharmacy**

The amount you pay in out-of-pocket costs depends on whether or not you use a network or non-network pharmacy. You will have the least out-of-pocket costs when you use network pharmacies.

**Important: Pharmacies outside of Michigan must use the MedImpact BIN and PC number below to verify your eligibility, not the five-digit group number on your ID card.**

**MedImpact Rx BIN 003585/Rx PCN 23615**

If the pharmacist needs assistance, he or she may call the MedImpact Provider Help Desk at 1-800-239-1023.

### **Copay Requirements**

<b>Benefits</b>	<b>Form</b>	<b>Network Pharmacy</b>	<b>Form</b>	<b>Non-Network Pharmacy</b>
Dollar Copay	2617	\$10 for each generic drug \$40 for each brand-name drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available	2617	\$10 for each generic drug \$40 for each brand-name drug, even if the prescription is marked "DAW" or there is no generic equivalent drug available, plus 25 percent of the approve amount

Mail Order (Home Delivery) Prescription Drugs	2138	Covered -Copay is a separate copay amount for covered drugs up to 34 days supply for prescription or refill Copay is double for drugs more than a 35 up to 90 day supply for prescription or refill.	2138	Not Covered
---	------	---	------	-------------

### Preferred RX Drug Plan

Benefits	Form	Network Pharmacy	Form	Non-Network Pharmacy
Federal Legend Drugs	3607	Covered -100 percent of approved amount less plan copay	3607	Covered -75 percent of approved amount less plan copay
State-controlled Drugs	3607	Covered -100 percent of approved amount less plan copay	3607	Covered -75 percent of approved amount less plan copay
Disposable Needles and Syringes – dispensed with insulin	3607	Covered -100 percent of approved amount less plan copay for insulin	3607	Covered -75 percent of approved amount less plan copay for insulin
Contraceptive Medications	5138	Covered -100 percent of approved amount less plan copay	5138	Covered -75 percent of approved amount less plan copay
Mail Order (Home Delivery) Prescription Drugs	2138	Covered -100 percent of the approved amount less plan copay	2138	Not Covered

## Medicare Supplement Coverage Benefit Chart

The following benefit chart is designed to provide you with a summary of the services covered under your plan. You will need to reference the actual certificate(s) or rider(s) for detailed information about a benefit including any exclusions or limitations.

### About your supplemental coverage

As your secondary coverage, Blue Cross Blue Shield pays your Medicare deductible and coinsurance or fixed dollar copay if the service is a Supplemental benefit.

**Note: When you reach 65 and become eligible for Medicare, but are still working for an employer of 20 or more persons, you have options for health care coverage. Please see your human resource area for more information on these options.**

#### Preventive Care Services

Benefits	Form	Medicare	Form	BCBSM Traditional Supplemental Coverage
----------	------	----------	------	---

Pap Smear Screening – laboratory services only	0800	Covered at Medicare approved amount, once every 24 months	0800	Covered in full by Medicare
Immunizations -Flu Shots and Pneumonia Vaccines	0800	Covered at Medicare approved amount	0800	Covered in full by Medicare
-Hepatitis B Vaccines – for those at risk of contracting the disease	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Not covered
Prostate Specific Antigen (PSA) Test	0800	Covered at Medicare approved amount, once every 12 months at age 50 and older	0800	Covered in full by Medicare

## Mammography

Benefits	Form	Medicare	Form	BCBSM Traditional Supplemental Coverage
Mammography Screening	0800	Covered at Medicare approved amount less Part B coinsurance, once every 12 months at age 40 and older	0800	Covers Medicare coinsurance

## Physician Office Services

Benefits	Form	Medicare	Form	BCBSM Traditional Supplemental Coverage
Office Visits	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Not covered
Outpatient and Home Visits	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Not covered
Office Consultations	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Not covered

## Emergency Medical Care

Benefits	Form	Medicare	Form	BCBSM Traditional Supplemental Coverage
Hospital Emergency Room (professional services) – must be medically necessary	0800	Covered at Medicare approved amount less Part B deductible and coinsurance or set copayment	0800	Covers Medicare deductible and coinsurance or set copayment
Ambulance Services – must be medically necessary	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Covers Medicare deductible and coinsurance

## Clinical Laboratory Services Hospital Care Alternatives to Hospital Care

<b>Benefits</b>	<b>Form</b>	<b>Medicare</b>	<b>Form</b>	<b>BCBSM Traditional Supplemental Coverage</b>
Laboratory and Pathology Tests – used in the diagnosis and treatment of an illness or injury	0800	Covered at Medicare approved amount	0800	Covered in full by Medicare

<b>Benefits</b>	<b>Form</b>	<b>Medicare</b>	<b>Form</b>	<b>BCBSM Traditional Supplemental Coverage</b>
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies -Days 1-60	2017	Covered at Medicare approved amount less Part A deductible	2017	Covers Medicare deductible
-Days 61-90	2017	Covered at Medicare approved amount less Part A daily coinsurance	2017	Covers Medicare daily coinsurance
-Lifetime Reserve Days (60 days)	2017	Covered at Medicare approved amount less Part A daily coinsurance	2017	Covers Medicare daily coinsurance
-Additional days	2017	Not covered	2017	Covered at BCBSM approved amount, up to an additional 275 days
Chemotherapy	2017	Covered for administration and drugs, at Medicare approved amount less deductible and coinsurance; must meet Medicare criteria	2017	Covers Medicare deductible and coinsurance; pays chemotherapy drugs which Medicare does not cover; must meet BCBSM criteria for payment

<b>Benefits</b>	<b>Form</b>	<b>Medicare</b>	<b>Form</b>	<b>BCBSM Traditional Supplemental Coverage</b>
Skilled Nursing Facility Care – specific criteria applies -Days 1-20	2017	Covered at Medicare approved amount	2017	Covered in full by Medicare
-Days 21-100	2017	Covered at Medicare approved amount less daily coinsurance	2017	Covers Medicare coinsurance
-Days 101 and after	2017	Not covered	2017	Not covered
Hospice Care	2017	Covered at Medicare approved amount less small copayment for outpatient drugs and less small coinsurance for inpatient respite care	2017	Covers limited costs not covered by Medicare
Home Health Care – medically necessary	2017	Covered at Medicare approved amount	2017	Covered in full by Medicare

### Surgical Services Provided by a Physician

<b>Benefits</b>	<b>Form</b>	<b>Medicare</b>	<b>Form</b>	<b>BCBSM Traditional Supplemental Coverage</b>
Surgery – includes related surgical services	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Covers Medicare deductible and coinsurance

## Human Organ Transplants

**Note: Payment is based on medical necessity and must be rendered in an approved facility.**

Benefits	Form	Medicare	Form	BCBSM Traditional Supplemental Coverage
Heart and Liver	990965	Covered at Medicare approved amount less deductible and coinsurance	990965	Covers Medicare deductible and coinsurance
Lung and Heart-lung	990965	Covered at Medicare approved amount less deductible and coinsurance	990965	Covers Medicare deductible and coinsurance
Pancreas	990965	Not covered Note: Pancreas transplants are covered under certain conditions. Please call Medicare for more information.	990965	Not covered Note: Covers Medicare deductible and coinsurance when covered by Medicare.
Cornea	990965	Covered at Medicare approved amount less deductible and coinsurance	990965	Covers Medicare deductible and coinsurance
Bone Marrow and Kidney	990965	Covered at Medicare approved amount less deductible and coinsurance	990965	Covers Medicare deductible and coinsurance

## Mental Health Care Other Services Foreign Travel

Benefits	Form	Medicare	Form	BCBSM Traditional Supplemental Coverage
Inpatient Mental Health Care in psychiatric hospital -Days 1-190 Lifetime	2017	Covered at Medicare approved amount less deductible and coinsurance Note: In most cases, psychiatric care in general (as opposed to psychiatric) hospitals is not subject to the 190-day limit.	2017	Covers Medicare deductible and coinsurance
-Additional days after 190 lifetime days are used	2017	Not covered	2017	Not covered
Outpatient Mental Health Care	2017	Covered at Medicare approved amount less Part B deductible and coinsurance or set copayment for therapeutic services. Diagnostic services are covered at the approved amount less Part B deductible and coinsurance.	2017	Covers Medicare deductible and coinsurance or set copayment

<b>Benefits</b>	<b>Form</b>	<b>Medicare</b>	<b>Form</b>	<b>BCBSM Traditional Supplemental Coverage</b>
Allergy Testing and Therapy -with approved diagnosis	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Covers Medicare deductible and coinsurance for testing; injections are not covered
Chiropractic Spinal Manipulation -must be medically necessary	0800	Covered when medically necessary, at Medicare approved amount less Part B deductible and coinsurance	0800	Not covered
Outpatient Physical, Speech and Occupational Therapy	0800	Covered at Medicare approved amount less Part B deductible and coinsurance or set copayment Note: Services of independent physical or occupational therapist subject to annual dollar limit.	0800	Covers Medicare deductible and coinsurance or set copayment
Durable Medical Equipment	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Covers Medicare deductible and coinsurance
Prosthetic Appliances	0800	Covered at Medicare approved amount less Part B deductible and coinsurance	0800	Covers Medicare deductible and coinsurance
Oral Cancer Drugs	0800	Approved drugs are covered	0800	Covered in full by Medicare

<b>Benefits</b>	<b>Form</b>	<b>Medicare</b>	<b>Form</b>	<b>BCBSM Traditional Supplemental Coverage</b>
Hospital Services	2017	Not covered, except for inpatient hospital services in Canada or Mexico in rare situations	2017	Covered at BCBSM approved amount, up to 30 days for covered services
Physician Services	0800	Not Covered, except for services rendered in Canada or Mexico in connection with a covered inpatient stay	0800	Covered up to BCBSM approved amount

# Master Medical 65 Coverage Benefits-at-a-Glance

## Copayment, Deductible and Maximum

Benefits are addition to your Medicare and Traditional plans. Services are payable after exhausting benefits in your basic Medicare and Traditional plans

Benefits	Form	Requirements
Deductible	MMPD65	\$100 per person per calendar year
Percent Copay	MMPD65	20 percent copay requirement
Private Duty Nursing Copay	MMPD65	50 percent copay requirement
Copay Dollar Maximum	MMPD65	\$2,500 per calendar year up to a lifetime maximum of \$5,000 <b>Note:</b> Once the \$5,000 lifetime maximum has been reached, an additional \$1,000 allowance is restored for each calendar year of continuous coverage.

## Hospital Coverage

Benefits	Form	Requirements
Additional days for Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	MMPD65	Covered – 100 percent of the approved amount, no copay or deductible requirement

## Mental Health Care

Benefits	Form	Requirements
Inpatient Mental Health Care in psychiatric facility	MMPD65	Covered – 80 percent of the approved amount after deductible and after Medicare and Traditional coverage has been exhausted

## Other Services

Benefits	Form	Requirements
Private duty nursing in the hospital or at home	MMPD65	Covered – 50 percent of the approved amount after deductible



These are the codes for your Certificates and Riders and are for internal use by BCBSM:

0738-65 OPTION 1	1700-TBHD
2138AC-MOPD2X W/\$10/40	2138AD-MOPD2X/10/40 65
2617-\$10/\$40 RX	261765-\$10/40 65
3607-PREFERRED RX	360765-PREFERRED RX 65
408703-RDR GPC SAT II	4725-XVA
472565-XVA65	513853-PDCM \$10/40
5216-ECIP	5315-CI
5385-CRNA	5515-CB-MHP
577801-CBD\$250P 90/10	5786-CBD \$500-NP
5794-CB-OV \$15.00	5811-CB-MH 20%
5815-CB-CMP \$500/90	5857-CBCMNP1500
6225-COMM BLUE BASIC	6502-65 OPT 2
6600-CNM	6603-CB-PCB
993009-GLE-1	9973-PCD
MMPD65-CATASTROPHIC 65	
5756-CBC 10%	
<b>Tracking Number 208210</b>	
<b>Service Key Effective Date</b>	
C1AGPF 07/01/2004	
S1ACZC 07/01/2004	

These are the codes for your Certificates and Riders and are for internal use by BCBSM:

0738-65 OPTION 1 1700-TBHD 2138AC-MOPD2X W/\$10/40 2138AD-MOPD2X/10/40 65  
 2617-\$10/\$40 RX 261765-\$10/40 65 3607-PREFERRED RX 360765-PREFERRED RX 65  
 408703-RDR GPC SAT II 4725-XVA 472565-XVA65 513853-PDCM \$10/40 5216-ECIP 5315-  
 CI 5385-CRNA 5515-CB-MHP 577801-CBD\$250P 90/10 5786-CBD \$500-NP 5794-CB-OV  
 \$15.00 5811-CB-MH 20% 5815-CB-CMP \$500/90 5857-CBCMNP1500 6225-COMM BLUE  
 BASIC 6502-65 OPT 2 6600-CNM 6603-CB-PCB 993009-GLE-1 9973-PCD MMPD65-  
 CATASTROPHIC 65

5756-CBC 10%

**Tracking Number 208210**

**Service Key Effective Date**

C1AGPF  
 07/01/2004  
 S1ACZC  
 07/01/2004

This handbook is not a contract. It is intended as a brief description of benefits. Every effort has been made to ensure the accuracy of the information within. However, if statements in this description differ from the

applicable coverage documents, then the terms and conditions of those documents will prevail.

Tracking Number 208210  
CompuSet9202006711.txt

**IMPORTANT**  
**KEEP THIS RIDER WITH YOUR CERTIFICATE**  
**RIDER CB-CSR**  
**COMMUNITY BLUE – COST-SHARING**  
**REQUIREMENTS**  
**AMENDS**  
**COMMUNITY BLUE GROUP BENEFITS CERTIFICATE**  
**6225**

Rider CB-CSR amends the certificate named above to change the member's cost-sharing requirements for out-of-state services. This rider is effective when you, your employer or remitting agent is notified.

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

**The "Language of Health Care" section of your certificate is amended to add the following definitions:**

**Approved Referral**

The authorization a Michigan PPO panel provider must obtain from BCBSM or its designee to refer a patient to a provider outside of Michigan.

**BlueCard Participating Provider**

A provider who participates with the Host Plan.

**BlueCard Program**

A program that allows Blue Cross Blue Shield members to receive health care services in other states and have claims processed by the Host Plan, subject to Blue Cross and Blue Shield Association policies.

**Designated Payment Level**

The amount used to calculate your BCBSM copayment under the BlueCard Program. This amount is the lesser of:

- The provider's billed charges for covered services, or
- An amount based on such factors as agreements with the Host Plan's provider community or historical average reimbursement levels.

**NOTE:** BlueCard Program policies permit Host Plans to adjust negotiated prices going forward to correct for overestimation or underestimation of past prices. However, the designated payment level used to calculate your BCBSM copayment is considered a final price. Some state laws require that a special calculation be applied to determine the Host Plan's payment. In such instances, the designated payment level will reflect any statutory requirements in effect at the time you receive care.

**Host Plan**

A Blue Cross and/or Blue Shield Plan outside of Michigan that participates in the BlueCard Program and processes claims for services that you receive in that state.

**The "Out-of-state" subsections under "Coverage for Hospital, Facility and Alternatives to Hospital Care" and "Coverage for Physician and Other Professional Provider Services" in your certificate are replaced with the following:**

### **Out-of-state Providers**

For covered services obtained outside the state of Michigan, the nonpanel cost sharing requirements will apply unless you:

- ⌚ Have a BCBSM approved referral from a Michigan PPO panel provider

**NOTE:** You must obtain the referral **before** receiving the referred service or nonpanel cost sharing requirements will apply.

- ⌚ Receive care for an accidental injury or a medical emergency or
- ⌚ Receive covered services from a provider for which there is no PPO panel.

**NOTE:** You will be responsible for any panel deductible or copayments required under your certificate for services obtained from the above providers. Covered benefits, described in your certificate, that are payable only when obtained from a Michigan panel provider are not payable when rendered out-of-state (e.g., preventive care services).

### **BlueCard Program**

If you receive covered services in another state from a BlueCard participating provider, the Host Plan will pay the provider the amount required under its contract with the provider less any deductible or copayment required under your BCBSM certificate. After the Host Plan pays the provider, BCBSM reimburses the Host Plan the amount required under the BlueCard Program.

If the provider is not a BlueCard participating provider, we will pay for the services as described above in the “Out-of-state Providers” subsection.

If your certificate requires a deductible, that amount will apply to services received outside of Michigan. If your certificate requires a copayment, your copayment for services received outside of Michigan will be calculated using the designated payment level.

**NOTE:** Your deductible and copayment requirements are based on your certificate and remain the same regardless of which Host Plan processes your claim for services

BlueCard Program (continued)

The BlueCard Program will not apply if:

- The services are not a benefit under your certificate
- Your certificate excludes the services from being performed outside of Michigan
- The services are performed by a vendor or provider who has a contract with BCBSM for those services.

### **GENERAL**

Until further notice, all the terms, definitions, limitations, exclusions, and conditions of your certificate and related riders remain unchanged and in full force and effect, except as provided in Rider CB-CSR.

**BLUE CROSS BLUE SHIELD OF MICHIGAN**

**Richard E. Whitmer**

**President and Chief Executive Officer**

**Form No. 1090 Bureau Approved 11/05**

**Traditional Plus Flexible Dental Coverage**  
**Benefits-at-a-Glance**  
**City of Escanaba #58776-014/015**

**effective 09/01/06**

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**Class I Services**

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Fluoride treatment	Covered – 100%, two per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, for members under age 19

**Class II Services**

Fillings – permanent teeth	Covered – 90%, replacement fillings covered after 24 months or more after initial filling
Fillings – primary teeth	Covered – 90%, replacement fillings covered after 12 months or more after initial filling
Onlays, crowns and veneer fillings – permanent teeth	Covered – 90%, once every 60 months per tooth, payable for members age 12 and older
Recementing of crowns, veneers, inlays, onlays and bridges	Covered – 90%, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	Covered – 90%
Root canal treatment – permanent tooth	Covered – 90%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 90%, once every 24 months per quadrant
Occlusal adjustments	Covered – 90%, up to five times in a 60-month period
Occlusal biteguards	Covered – 90%, once every 12 months
General anesthesia or IV sedation	Covered – 90%, when medically necessary and performed with oral or dental surgery
Palliative (emergency) treatment	Covered – 90%
Adjustment of dentures	Covered – 90%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 90%, once every 36 months per arch
Tissue conditioning	Covered – 90%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 90%

**Class III Services**

Removable dentures (complete and partial)	Covered – 80%
Bridges (fixed partial dentures) – for members age 16 or older	Covered – 80%, once every 60 months after original was delivered

**Class IV Services – Orthodontic services for dependents under age 19**

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

**Copays, Deductible and Dollar Maximums**

<b>Copays</b>	10% for Class II services, 20% for Class III services and 50% for Class IV services
<b>Deductible</b>	\$25.00 per member for Class I, II and III services
<b>Dollar Maximums</b>	
• Annual Maximum (for Class I, II and III services)	\$1,000 per member
• Lifetime Maximum (for Class IV services)	\$750 per member

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

# Blue Vision Benefits at-a-Glance

City of Escanaba #58776-013/015

effective 09/01/06

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. To find a VSP doctor, call 1-800-877-7195 or log onto the VSP Web site at [www.vsp.com](http://www.vsp.com).

VSP Network Doctor

Non-VSP Provider

## Eye Exam

Covers a complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35 less a \$5 copay
	Once every 12 consecutive months	

## Lenses

Covers standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. <b>Note:</b> Additional pairs of prescription glasses and non-covered lens options are discounted when obtained from a VSP doctor.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay
	One pair every 12 consecutive months	

## Frames

Covers standard eyeglass frames. A wide selection of frames is available at each VSP network doctor location.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$45, less a \$10 copay
	One frame every 12 consecutive months	

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

Covers medically necessary contact lenses (that meet medically necessary criteria)	Covered – \$10 copay	Reimbursement up to \$210 after a \$10 copay (member responsible for difference)
	Once every 12 consecutive months	
Covers elective contact lenses that improve vision (prescribed, but do not meet medically necessary criteria)	Covered – \$120 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Once every 12 consecutive months	

## Copays

• Eye exam	\$5 copay	\$5 copay applies to charge
• Lenses and/or frames <u>or</u> medically necessary contact lenses	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

Blue Cross Blue Shield of Michigan and Blue Care Network are nonprofit corporations and independent licensees of the Blue Cross and Blue Shield Association.  
Created 07/25/06