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# AGREEMENT

between

**SHERIFF OF THE COUNTY OF BERRIEN**

and

**THE COUNTY OF BERRIEN**

-and-

**POLICE OFFICERS LABOR COUNCIL**

**COMMAND UNIT**



Effective: January 1, 2024 through December 31, 2026



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# **AGREEMENT**

This Agreement is entered into and effective January 1, 2024 at St. Joseph, Michigan by and between the County of Berrien and the Sheriff of the County of Berrien, hereinafter referred to as the "EMPLOYER," and the, Police Officers Labor Council (POLC) hereinafter referred to as the "UNION."

## **ARTICLE 1**

### **RECOGNITION**

**Section 1. Recognition.** Pursuant to and in accordance with all applicable provisions of Act No. 336 of the Public Acts of the State of Michigan of 1947, as amended, the Employer hereby grants exclusive recognition to the Union for the purposes of collective bargaining for all employees covered by the bargaining unit.

**Section 2. Definition of Bargaining Unit.** The bargaining unit consists of all full-time employees of the Berrien County Sheriff's Department holding the rank of lieutenant, captain and chief deputy.

## **ARTICLE 2**

### **UNION SECURITY**

**Section 1. Non-Discrimination.** Neither the Employer nor the Union will discriminate against any employee because of membership or non-membership in the union. Neither the Employer nor the Union shall discriminate against any employee covered by this agreement in a manner which would violate any applicable laws on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, handicap, disability or political affiliation.

**Section 2. Check-Off of Dues.** The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member, the union's dues subject to all of the following subsections:

- a. The Union shall obtain from each of its members a completed check-off authorization form which shall conform to the respective state and federal law(s) governing that subject, or any interpretations(s) made thereof.



- b. The Employer's remittance will be deemed correct if the Union does not give written notice to the County's payroll department within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- c. Any employee covered by the terms of this agreement may join or terminate membership in the Union by written notice to the County's payroll department and the union
- d. The Union shall provide at least thirty (30) days written notice to the County payroll department of the amount of union dues and/or representation fee to be deducted from the wages of the employees as in accordance with this Article. Any change in the amounts determined will also be provided to the County's payroll department at least thirty (30) days prior to its implementation.
- e. The Union agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of union dues or in reliance on any list, notice, certification, or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deduction so made, once they have been sent to the Union.

### **ARTICLE 3**

#### **UNION REPRESENTATION**

##### **Section 1. Bargaining Committee.**

(a) For purposes of collective bargaining with the Employer, the Union shall be represented by a Bargaining Committee consisting of not more than four (4) bargaining unit employees, including the Unit Chairman, which shall be elected by the Membership; three (3) of whom may serve as such, without loss of pay or benefits.

(b) The Union may have one (1) non-employee representative, and legal counsel if deemed necessary by the Union, present at bargaining meetings held between the Union and the Employer to assist the Bargaining Committee in its functions.

(c) The Union shall designate to the Sheriff in writing the names of the employees who are members of the Bargaining Committee and shall notify him of any changes in its membership.

##### **Section 2. Union Grievance Committee**

(a) In the administration of this Agreement, including administration of the grievance procedure prescribed herein, bargaining unit employees shall be represented by a Union Grievance Committee of no more than three (3) bargaining

unit members, including the Unit Chairman. No such members shall function, until the Sheriff has been notified in writing of their names.

(b) The Union may use one (1) non-employee representative in the processing of grievances. If additional non-employee representatives are determined to be necessary by the Union at any step in the grievance procedure, notice shall be given to the Employer.

**Section 3. Access.** The non-employee representative referred to in Sections 1(b) and 2(b), above, will be granted admission to the Department during regular working hours to assist in the investigating and processing of grievances, provided notice is given in advance to the Sheriff. In no event shall any such representative interfere with the normal operations of the Department.

## ***ARTICLE 4***

### **MANAGEMENT RIGHTS**

**Section 1. Rights.** It is hereby agreed that the customary and usual rights, powers, functions and authority of management are vested in the Sheriff of Berrien County and the Berrien County Board of Commissioners. These rights include but are not limited to those provided by statutes or law, along with the right to direct, hire, promote, transfer, and assign employees; to investigate, suspend, demote, discharge for just cause or to take other disciplinary action that is necessary to maintain the efficient operation of the department; to increase or decrease the working force; to close or discontinue any or all operations; to determine the work to be performed, the equipment and facilities to be used; to establish and/or change classifications of work and the methods, means and procedures for performing the work; to subcontract work; to make and enforce reasonable rules and regulations relating to personnel policies, procedures and working conditions; to schedule hours and shifts of work, including overtime. It is expressly understood that the Sheriff of Berrien County and the County Board of Commissioners, herein referred to as the Employer, hereby retain and reserve all their inherent and customary rights. The Employer agrees that it will not exercise these rights in violation of any specific provision of the Agreement.

## **ARTICLE 5**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### **Section 1. Definitions.**

- a. A grievance is defined as a claim of a violation of a provision or of provisions of this Agreement. Any grievance filed shall refer to the provision or provisions of this Agreement alleged to have been violated, and it shall set forth the facts pertaining to such alleged violation(s) and the events giving rise to alleged violations, as well as the relief requested.
- b. Any reference to "days" in this grievance procedure shall be understood to mean "working days," unless otherwise specified. Saturday, Sunday, and recognized Holidays shall not be considered as working days.
- c. A grievance alleging violation of a provision or provisions of this Agreement that affect the bargaining unit as a whole as opposed to the rights of an individual bargaining unit member may be filed by the Union at Step 3 of this Article.

**Section 2. Non-Grievable Matters.** The following matters are not subject to the grievance procedure and may not be processed hereunder: 1) discipline involving any probationary employee, 2) job descriptions or internal departmental operating procedures, 3) discipline or discharge of any employee who has been convicted of felony or other crimes involving specific intent or moral turpitude, 4) all other actions which are exclusively reserved to management under Article 4.

**Section 3. Grievance Procedure.** All grievances shall be processed in accordance with the following procedures:

**STEP ONE.** Within five (5) days from the event which caused the grievance, an employee shall discuss the grievance orally with his immediate supervisor. If the aggrieved employee so requests, the supervisor will arrange a convenient time for a meeting with the employee and one (1) representative from the Union Grievance Committee. The supervisor shall give his oral or written reply to the grievant within one (1) working day after such meeting. All settlements must be approved by the Sheriff.

**STEP TWO.** If the dispute is not settled in STEP ONE, it may be presented in written form to the Undersheriff within three (3) working days following the reply in STEP ONE. Such written form shall include as a minimum the facts upon which the grievance is based, the provision(s) of the Agreement alleged to have been violated, and the relief requested. A STEP TWO meeting may be held within five (5) working days after the receipt of such grievance. The Employer shall be represented by the Undersheriff and/or other designated management personnel. The Union shall be represented by one or more members of the Union Grievance Committee, and either

Party may request the presence of the grievant(s). The Undersheriff will reply in writing to the grievance within five (5) days following the meeting in STEP TWO.

**STEP THREE.** If the grievance is not satisfactorily settled in STEP TWO, the grievance may be appealed to the Sheriff within five (5) days following the Undersheriff's answer in STEP TWO. The Sheriff may meet with one or more members of the Union Grievance Committee to discuss the grievance. This meeting will be held within twenty (20) calendar days, or longer, if mutually agreed to, of the Union's appeal to STEP THREE. Each Party may have one (1) non-employee representative present, in conformance with Article 2, Section 2(b). The Sheriff shall give his decision within ten (10) days following said meeting.

**Section 4. Arbitration.** Within twenty (20) calendar days following receipt of the Employer's answer in STEP THREE the Union may request arbitration on a grievance which is arbitrable. The Sheriff shall be given a written notice of the Union's intent to proceed to arbitration.

**Section 5. Selection of Arbitrator.**

- a) If notice of appeal to arbitration is given under Section 3, above, the Parties shall within ten (10) working days attempt to agree mutually upon an arbitrator. If the Parties are unable to agree upon an arbitrator, then the Union shall request the Federal Mediation and Conciliation Services for its assistance in selecting an arbitrator according to its rules and regulations.
- b) The fees and expenses of the arbitrator shall be shared equally between the Employer and the Union in the case of a divided award. The Union shall bear this cost of arbitration, if the grievance is denied, and the Employer shall bear this cost of arbitration, if the grievance is sustained.

**Section 6. Arbitrator's Powers.**

- a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall at all times be governed wholly by the terms of this Agreement. He shall have no power or authority to amend, alter or modify this Agreement in any respect. The arbitrator shall have no power to hear any disputes involving the exercise of any of the Employer's reserved and inherent rights not specifically limited by the express terms of this Agreement. It is the intent of the Parties that arbitration shall be used during the life of the Agreement to resolve grievances which arise concerning the express provisions of this Agreement, which reflect the only concessions which the Employer has yielded.

- b) In suspension or discharge cases, the Employer shall bear the burden of establishing just cause for the imposition of discipline. The arbitrator shall not substitute his judgement for that of the Employer as to the severity of the penalty selected unless the union proves that the Employer acted arbitrarily, capriciously and without reason. Any modification of a penalty must be supported by express written findings of fact justifying the modification. The arbitrator's failure to so justify a penalty modification, or the substitution of his or her judgment for that of the Employer as to the reasonableness of any penalty without an express finding that the Employer acted arbitrarily, capriciously and without reason shall render his or her decision appealable and subject to vacating in a court of law. If either party appeals an arbitrator's decision modifying a disciplinary penalty and such appeal is denied, that party shall pay to the prevailing party its reasonable costs and fees, including attorneys fees, incurred in defending such appeal.
- c) Except as provided in Section 6 above, the arbitrator's decision on an arbitrable matter within his jurisdiction shall be final and binding upon the Union, employees, and the Employer; provided, however, that either Party reserves its lawful remedies, if the arbitrator in his decision exceeds his jurisdiction, or if the decision results from fraud or other improper means.

**Section 7. Grievance Investigation.** A grievance may be presented in accordance with the grievance procedure. The investigation, discussion and settlement of a grievance shall be done outside of working hours, unless the parties agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. No employee shall leave his work station for the purpose of presenting or processing a grievance without first obtaining permission of his immediate supervisor.

**Section 8. Time Limits.** If any steps or action by the Union provided for in the grievance and arbitration procedure are not taken or appeals herein provided for are not taken or filed, or notice is not given within the time limit specified, then the grievance shall be deemed final and settled on the basis of the Employer's last reply. If the Employer's reply is not timely given at any stage of the above procedure, then the Union may appeal the grievance to the next step in the grievance procedure. Any of the time limits set forth herein may be extended by mutual agreement of both Parties in writing.

**Section 9. Released Time for Grievance Processing.** Any employee who is required to attend a joint Employer-Union grievance meeting during his scheduled working hours shall suffer no loss of pay for his attendance.

**Section 10. Grievance Settlements.** All grievance settlements shall be reduced to writing and signed by the authorized representative(s) of the Parties. All settlements must be approved by the Sheriff, and if the grievance concerns monetary or economic matters, it must also be approved as a budget matter.

## ***ARTICLE 6***

### **PROHIBITIONS**

**Section 1. Interruption of Services.** The Union agrees that during the term of this Agreement there shall be no interruption of services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, nor shall they picket the Sheriff's Department property in any manner.

**Section 2. No Strike.** The Union further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere with the services of the Employer.

**Section 3. No Lockout.** During the life of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

**Section 4. Penalties.** The Employer retains the right to discipline or discharge any employee proven to have participated in any strike or stoppage, as described in Sections 1 and 2, above.

## ***ARTICLE 7***

### **SENIORITY**

**Section 1. Definition of Seniority.** Departmental Seniority shall be defined as the length of the employee's continuous service with the Sheriff's Office, dating from the employee's last date of hire. Classification and rank seniority shall be defined as the length of continuous service in a classification or rank commencing on the date of entry into that classification or rank.

**Section 2. Probationary Period.** All new employees and employees who have been rehired after loss of seniority in accordance with the terms of this Agreement shall be considered probationary employees for the first twelve (12) months after hiring or rehiring, during which period they may be discharged, disciplined or

suspended without regard to the provisions of this Agreement and without recourse to the grievance procedure.

**Section 3. Loss of Seniority.** Seniority shall be broken and employment terminated when an employee:

- a) Quits.
- b) Is discharged for just cause.
- c) Is absent for three (3) workdays without notifying the Department of the reason for his absence and without subsequent permission from the Department to be absent; provided, however, that permission will not be unreasonably withheld.
- d) Accepts other employment while on a leave of absence without prior written approval from the Sheriff.
- e) Fails to report for work at the termination of an authorized leave of absence without prior written permission from the Sheriff.
- f) The employee has been on layoff status for a period equal to his length of departmental seniority or twenty-four (24) months, whichever is shorter.

## **ARTICLE 8**

### **PROMOTIONS AND TRANSFERS**

**Section 1. Permanent Transfers.** An employee may be permanently transferred by the Sheriff from one classification to another, if the employee consents to such transfer or if the Sheriff feels such transfer is in the best interest of the Department, or for medical or safety reasons. Employees so transferred will be given 30 days notice.

**Section 2 Temporary Transfers.** The Sheriff reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular jobs to other jobs and will return the employees to their regular jobs as promptly as efficient operations will permit. Employees transferred under this Section will be paid their regular rate or the rate of the job to which they are transferred, whichever is higher. This Section shall not apply, if the transfer is for a period less than ten (10) calendar days. If the transfer is for a period of ten (10) calendar days or more, the higher rate of pay shall be retroactive to the first day of the transfer. Temporary transfers shall not exceed one year.

**Section 3.**      **Transfer of Non-Bargaining Unit Position.** Any employee transferred from a classification covered by this Agreement to a supervisory or other position not covered by this Agreement within the Department shall retain and continue to accumulate only departmental seniority, as defined under Article 7, Section 1, above.

## ***ARTICLE 9***

### **LAYOFF AND RECALL**

**Section 1.**    **Layoffs.** If a reduction in the work force is necessary, it shall be on the basis of seniority in the classifications and ranks affected; provided, however, that the senior employees have the necessary training and experience to perform the required work in the opinion of the Employer. An employee laid off from a classification or rank, who has the greater seniority and possesses the necessary training and experience to perform the work required in a vacancy in a lower paid classification or rank in the opinion of the Employer, shall have the right to be assigned to such classification or rank by the Sheriff and shall receive the rate of pay of that rank or classification. The Employer shall give two (2) weeks' advance notice of a layoff, unless such notice is impracticable due to emergency or unusual circumstances.

**Section 2.**    **Recall.** In the event that the work force is increased, recall to work shall be in the inverse order of layoff from work. An employee shall have recall rights to his classification or job for a period equal to his length of departmental seniority or twenty-four (24) consecutive months, whichever is shorter, provided that the employee can pass a physical and can assume the duties without retraining of more than four (4) weeks.



## **ARTICLE 10**

### **HOURS OF WORK AND OVERTIME**

**Section 1. Work Period.** The work period shall consist of twenty-eight (28) consecutive days, including days off. Patrol/jail shift lieutenants shall be assigned to work 8-hour shifts on a Monday through Friday schedule. The Sheriff may adjust schedules based on operational needs of the department. With the agreement of the Sheriff, employees assigned to the midnight shift may adjust their schedule, i.e. 8-hour shifts Sunday through Thursday. The Sheriff shall determine the schedules of work, and such schedules shall be posted in advance.

### **Section 2. Overtime, Call-In Time and Court Time.**

(a) **Overtime.** Overtime will be paid for all work in excess of eight (8) hours in workday or in excess of one hundred sixty (160) hours in any twenty-eight (28) day work cycle, inclusive of scheduled vacations, sick time, or other paid leaves. The total number of hours worked in a given year will not be utilized in determining whether overtime pay is due, but rather overtime will be determined only by reference to the number of hours worked in a workday or in a twenty-eight (28) day work cycle. This provision does not apply to employees working eight and one-half (8 1/2) hour shifts, who will be paid overtime for all work in excess of eight and one-half (8 1/2) hours in a workday, inclusive of scheduled vacations, sick leave or other paid leave.

(b) **Call-In Time.** If an employee is called in to work other than during his regularly scheduled working hours, he shall be paid time and one-half (1-1/2) his straight time rate for a minimum of three (3) hours and for actual time spent in excess of three (3) hours. This minimum shall not apply to call-in time immediately preceding or following the employee's regularly scheduled working hours.

(c) **Court-Time.** An employee required to appear in court or before an administrative agency during off-duty hours, as a result of or in the course of his employment with this department, shall be paid court time at one and one-half times his regular straight-time hourly rate for a minimum of two (2) hours and for actual time spent in excess of two (2) hours. Court time shall include travel time and lunch periods incident thereto. All subpoena and witness fees shall be assigned to the Employer, and the Employer shall provide transportation to and from the Sheriff's Department to the court or administrative agency, if necessary.

**Section 3. Compensatory Time.** Compensatory time may be granted in lieu of overtime pay as mutually agreed upon between the employer and employee. Compensatory time will be provided on the basis of one and one-half (1 ½) times the hours of overtime worked as outlined in the Collective Bargaining agreement. A lieutenant may accumulate a maximum of 240 hours of compensatory time. Once they are at their maximum amount of compensatory time, they may not accrue any additional compensatory time and any overtime worked would be required to be paid. A Captain or Chief Deputy may accumulate a maximum of 300 hours of compensatory time. Once they are at their maximum amount of compensatory time, they may not accrue any additional compensatory time and any overtime worked would be required to be paid. Employees may use up to 100 hours of comp time per calendar year; however, approved military and FMLA leaves are not subject to the 100 hour per calendar year maximum use limitation. Time off using compensatory time will be granted using the same procedures as vacation time and must be scheduled in advance with their immediate supervisor. All employees will be required to turn in their compensatory time slips to their immediate supervisor within 72 hours of earning the time. Submission of the compensatory slips cannot be delayed to remain at or below the maximum accrual balance.

**Section 4. Compensatory Time Buy Out.** A one-time per calendar year maximum of 80 hours of accumulated, unused comp time may be requested to be bought out. The employee will notify the Sheriff, or his designee, of request to receive a buy out on a form approved by the Sheriff. Once it is verified that the employee has the necessary requested hours to be bought out and all necessary approval signatures are obtained, the Sheriff's Office will notify payroll and the payment will be made on the next available payroll check.

## ***ARTICLE 11***

### **LEAVES OF ABSENCE**

**Section 1. Personal Leave of Absence Without Pay.**

(a) An employee may be granted a Personal Leave of Absence Without Pay at the discretion of the Sheriff. Any such leaves which exceed thirty (30) days shall not be counted in determining advancement in the Salary Steps, as defined in Article 14, Section 1, Paragraph (a), 3, below, including seniority. Vacations, holidays, sick leave and all other fringe benefits shall not accumulate during such leave of absence; however, the leave of absence shall not be considered interruption of continuous service for the purpose of eligibility for benefits after return to work, and the employee shall retain any benefits accrued up to the date of the leave of absence.

(b) Health Care and Life Insurance may be continued during a Leave of Absence Without Pay, provided that the employee pays the actual cost of such coverage; failure to prepay any month's premium to the Personnel Department by the fifteenth (15th) of the month prior to the month of coverage results in loss of benefits. Once lost, the benefits cannot resume, until the employee returns to work.

**Section 2. Family Medical Leave** Employees who have been employed for at least twelve (12) months and have worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period are eligible for family and medical leave. The employee may request leave for the following reasons:

- Birth of a son or daughter of the employee or to care for a son or daughter;
- Placement of a son or daughter with the employee for adoption or foster care;
- In order to care for a legal spouse, son, daughter or parent with a serious health condition;
- Because of a serious health condition that makes the employee unable to perform his/her job.
- When an employee who is a spouse, child or parent of an active duty member of the armed forces has an FMLA qualifying exigency.
- When employees who are spouses, children, parents or next of kin of a service member who has incurred an illness or injury during military leave, when that illness or injury results in the service member being unable to perform his or her duties and the employee is providing care to that person.

The County will require the employee to use accrued paid sick leave as part of any leave provided under the FMLA.

**Section 3. Paid Sick Leave.** Sick Leave shall accrue at the rate four hours per pay period employed, until there is a maximum accumulation of one thousand five hundred hours (1,500). Accumulated Sick Leave shall not be paid upon termination of employment. Employees shall furnish satisfactory evidence of illness where illness shall exceed three (3) working days. The Sheriff may at his discretion require such evidence of illness of fewer than three (3) days. The submission of a doctor's certificate or report from the employee's treating physician shall be considered satisfactory evidence for the purpose of this Section. Employees shall be expected to report any absence before or at the beginning of their normal working day to their supervisors.

**Section 4. Workers' Compensation Supplement.** The Employer shall provide workers' compensation supplement, which will:

- a) Allow an employee to use his accumulated sick leave on a pro-rata basis to supplement his workers' compensation benefits, so that the employee does not suffer a reduction in pay, and
- b) Upon exhaustion of an employee's accumulated sick leave, the County shall supplement an employee's workers' compensation benefits, so that the employee will receive full pay for a period of six (6) months after his sick leave is exhausted.

**Section 5. Bereavement Leave.** In case of death in his immediate family, an employee shall be granted a leave of absence with pay to attend the funeral, provided that such leave shall not exceed three (3) days. Immediate family shall be defined as the spouse, parents, grandparents, sisters, brothers, children, stepchildren, stepparents, stepsisters, stepbrothers, step grandparents, spouse's parents, spouse's grandparents, spouse's sisters or brothers or any other relative residing in the employee's household. One paid days absence deductible from accumulated sick leave shall be granted to an employee to attend the funeral of a brother-in-law, sister-in-law, niece or nephew. When a written request is made and subsequently approved by the Sheriff, an employee may use up to two (2) days of accumulated sick leave for extended travel or other circumstance related to the Bereavement Leave. Said approval is at the sole discretion of the Sheriff and denial of such a request is not subject to the grievance procedure. Any leave taken under this provision must be taken within one calendar week of the date of the death of the immediate family member and be taken only to attend and/or make arrangements for the funeral of the immediate family member, or as otherwise authorized by the Sheriff or his designee, for extenuating circumstance, i.e. belated funeral, memorial service, etc.

**Section 6. Military Leave.**

(a) Re-employment rights of veterans will be in accordance with applicable State and Federal law. Employees who are in the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay, if their regular pay exceeds their military pay. In addition to any pay differential, an employee may use accrued vacation leave when he is on full-time, active duty in the Reserve or the National Guard, provided proof of service and pay are submitted. A maximum of fifteen (15) calendar days per year shall apply to any pay differential.

**Section 7. Union Leave.** Upon seven (7) calendar days advance notification to the Sheriff from the Unit Chairman of employees eligible, the Employer shall allow the use of a maximum of fourteen (14) days, with pay, for the purposes of employees attending functions of the Police Officers Labor Council.

## ***ARTICLE 12***

### **HOLIDAYS**

**Section 1. Holidays.** For the purposes of this Agreement the following days shall be recognized as holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Lincoln's Birthday	February 12
President's Day	Third Monday in February
Spring Holiday	Friday before Easter
Easter	Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**Section 2. Personal Leave Day.** An employee may take two (2) personal leave days per anniversary year. One personal leave day will not be subtracted from accumulated sick leave and one personal leave day will be subtracted from accumulated sick leave; the personal leave day is to be arranged in advance with the designated Sheriff's representative. The use of the second personal day, where accumulated sick leave is deducted, shall not be used against the employee for the purpose of annual evaluations.

**Section 3. Holiday Eligibility.**

(a) An Employee who does not work on one of the recognized holidays in Section 1 shall receive as Holiday Pay eight (8) hours of pay at his regular, straight-time hourly rate. If an employee works on one of the designated holidays, he shall be paid at one and one-half (1-1/2) times his regular, straight-time hourly rate for that day. He also receives the eight (8) hours of regular, straight-time pay for that holiday, which is described above, provided:

(ii) He worked his regularly scheduled number of hours on his last regularly scheduled workday immediately preceding the holiday and his first regularly scheduled workday after the holiday.

(iii) He did not fail to report for work on the holiday, if he was scheduled to work.

(iv) The Sheriff in his sole discretion, may waive the requirements of subsections (ii) and (iii) above, for good cause. This decision shall not be subject to arbitration.

(b) For purposes of administration of this Section, if an employee is absent on his last regularly scheduled workday immediately preceding the holiday or his first regularly scheduled workday after the holiday due to a work-connected injury only (excluding any work-connected illness and all other reasons for not working such day), and if he is otherwise eligible, he shall receive the Holiday Pay.

(c) If an employee uses a sick leave day on his last regularly scheduled workday immediately preceding the holiday or his first regularly scheduled workday after the holiday, he shall not receive holiday pay, unless request is made to the Sheriff and the Sheriff approves. The Sheriff's decision is final and not subject to the grievance procedure.

(d) For the purpose of determining eligibility for Holiday Pay under this Section, the Parties agree that an employee who is in attendance at an authorized school or training program will be considered to be at work, just as if that employee were performing his regular job duties.

(e) The question of whether an injury is work-connected shall not be subject to the grievance and arbitration procedure and shall be determined by the Employer, or, if disputed, the Bureau of Worker's Disability Compensation for the State of Michigan.

(f) Under no circumstances shall any employee, regardless of number of hours or shifts worked, receive more than eight (8) hours of regular, straight-time Holiday Pay for any one recognized holiday.

(g) For purposes of eligibility for holiday overtime pay, all working hours, including regular shifts and call-in's, that occur between 12:00 a.m. on the day of the holiday and 12:00 am on the day after the holiday shall be considered holiday work.

(h) Employees who are not scheduled to work on a holiday but are called in to work on a holiday will receive their eight (8) hours of holiday pay and in addition be paid double time at their regular straight time rate for the hours worked during the holiday. The double time payment for unscheduled holiday work include the hours worked on the recognized holiday that the employee worked due to being called in to work, before his/her scheduled shift or because he/she was held over from the end of his/her scheduled shift. The above benefit shall also apply to employees who sign up to work overtime on a holiday.

## ***ARTICLE 13***

### **VACATION**

**Section 1. Vacation Eligibility.** Eligibility for vacations will be based on years of service, as established by the payroll records.

**Section 2. Vacation Benefits.** After a period of one (1) full year of continuous employment, but fewer than five (5) years, employees shall be entitled to two (2) weeks of vacation at their regular pay. Employees in continuous employment for a period of five (5) or more years, but fewer than fifteen (15) years, shall be entitled to three (3) weeks vacation at their regular pay. Employees in continuous employment for a period of fifteen (15) or more years, but fewer than twenty (20) years, shall be entitled to four (4) weeks vacation at their regular pay. Employees in continuous employment for a period of twenty (20) or more years shall be entitled to five (5) weeks vacation at their regular pay. It is expressly agreed that an employee may not use or be compensated for any vacation, until after he has completed one (1) year of continuous employment.

**Section 3. Vacation Scheduling.** Vacation time off will be scheduled by the Sheriff, or his designee, upon receiving a request in writing. The Sheriff shall determine the permissible number of employees who may be absent at any one time in the Department, and vacations shall be scheduled on the basis of the date request is received, or, if two requests are received on the same date, on the basis of seniority.

**Section 4. Vacation Pay Upon Separation.** Accumulated and unused vacation days shall be paid at the employee's regular, straight-time hourly rate of pay upon separation.

**Section 5. Holiday During Vacation.** When a holiday listed in Article 12, Section 1, falls within an employee's vacation period, he shall receive pay for such a holiday, but he shall not receive additional time off.



**Section 6. Vacation Accumulation.** Vacation time is earned bi-weekly at the end of each pay period, beginning with the employee's date of hire. The accrual rate is in accordance with the schedule in Section 2, above; any change in accrual rate is based on the employee's date of hire. Vacation pay shall be at the employee's rate when he begins his vacation. When any employee has accumulated 240 hours of vacation time, the Sheriff may require the employee to use up to ten (10) days within a thirty (30) day period, not to exceed two times per calendar year, in order to reduce the accumulation. Employees hired after December 31, 1998, shall not accumulate more than two hundred forty (240) hours of vacation and shall begin accruing vacation time only after the employee's accumulated vacation time falls below thirty (30) days (two hundred (240) hours).

## **ARTICLE 14**

### **WAGES**

**Section 1. Wages and Job Classifications.** Wages shall be paid by direct deposit into an account designated by the employee. The schedule of job classifications and wage rates set forth in Appendix "A", attached hereto and made a part hereof, shall be the agreed upon job classification and wage rates effective January 1, 2024 through December 31, 2026.

(a) Definitions.

- 1) Classification shall be defined as the employee's job title.
- 2) Level shall be defined as pay grade for any classification or group of classifications.
- 3) Promotion shall be defined as a move to a classification in a higher level.

**Section 2. Light Duty Assignments.** The Sheriff, or his designee, has the full authority to determine, on a case by case basis, the right of an employee to return to work on a light duty assignment. The Employer and employee will adhere to the restrictions that are set forth by a physician while the employee is on a light duty assignment. Any employee who is on a light duty assignment will not vary from their light duty assignment unless approved by the Sheriff and/or his designee. Once the employee is returned to a "full duty" status, it is the responsibility of the division captain to meet with the training coordinator to make sure the employee is brought up to date on all required training that may have been missed while on light duty. Light duty employees assigned to special teams will not be called out for assignments.



**Section 3. Special Team Recognition Payment.** A one-time \$250 payment will be made each calendar year on the payroll closest to February 1 to the employees assigned as of January 1 of that calendar year to/as:

- A) Evidence technician
- B) Accident reconstruction
- C) TRU team
- D) Hazmat team
- E) CNT
- F) Bomb team
- G) Dive team

Employees are eligible for one annual \$250 recognition payment without regard to the number of teams to which they may be assigned.

## ***ARTICLE 15***

### **INSURANCE PROGRAMS**

**Section 1. Hospitalization Insurance.** The Employer shall maintain hospitalization and medical insurance for employees and dependents. This insurance shall provide coverage as outlined in Appendix "B."

The unit members shall pay 20% toward the cost of the health care premium on and after January 2016.

If the Employer intends to add or delete any benefit or to change the hospitalization and medical insurance plan, they shall notify the Union thirty (30) days or more from the expected implementation date to discuss the impact of the change.

**Section 2. Life Insurance.** Unless requested otherwise, the Employer shall provide at no cost to the employee, group term life insurance with accidental death and dismemberment provisions in the amount of fifty thousand dollars (\$50,000.00).

**Section 3. Continuation/Termination of Insurance Coverage.** Insurance coverage continues through the employee's last day of work. Employees who are on Leaves of Absence Without Pay or on suspensions without pay may continue insurance coverage by paying the actual cost of such coverage for a period not to exceed six (6) months. Failure to prepay any month's premium to the Personnel Department by the 15th of the month prior to the month of coverage results in loss of benefits; once lost, the benefits cannot resume, until the employee returns to work. Such insurance shall be continued only for the periods prescribed and to the extent allowed by the applicable policy or policies of insurance.

**Section 4. Health Care Insurance For Retirees.** Effective January 1, 1990, employees who retire under the auspices of the County Retirement System may elect to be covered under the Hospitalization, Surgical, Medical Plan offered County employees, provided they pay fifty percent (50%) of their contributions up to a maximum of one-hundred fifty dollars (\$150.00) per month. Employees hired on or after January 1, 1993 shall pay 100% of the actual cost for dependent coverage if such coverage is elected by the employee. Employees who are promoted from the Deputy/Sergeant Bargaining Unit who are not eligible for retiree health care insurance under the Deputy/Sergeant labor agreement at the time of the promotion shall not be granted said coverage upon retirement from the Command Bargaining Unit. Employees who are promoted from the Deputy/Sergeant Bargaining Unit and who are eligible for some form of retiree health care under the Deputy/Sergeant labor agreement at the time of the promotion shall remain eligible for said retiree health care coverage as was applicable to them in the Deputy/Sergeant Bargaining Unit.

Employees hired on or after January 1, 2013, who were not promoted from the Deputy/Sergeant Bargaining Unit shall not be eligible for retiree health care upon retirement.

**Section 5. Dental / Vision COVERAGE**

During open enrollment, employees may annually elect between receiving dental and vision insurance (see Appendix C for plan summary) or dental / vision reimbursement. Employees electing dental and vision insurance will pay 20% of the applicable premium. Dental/vision reimbursement is offered without a premium contribution. Employees who do not make an election will receive dental and vision reimbursement for that year. Employees who are married to another County employee will make the choice as a family unit and not individually.

**DENTAL AND VISION REIMBURSEMENT:** Effective January 1, 2007, members of the bargaining unit and their eligible dependents are eligible to be reimbursed up to a maximum one thousand two hundred (\$1200) per family per calendar year for incurred and paid dental and/or vision costs. These costs shall be paid by the county personnel department on a quarterly basis pursuant to paid receipts submitted by the employee. This reimbursement program shall not be construed as an insurance program or plan, and it is available to reimburse only those costs not otherwise covered by another plan or program.

Receipts must be received no later than the last day of the quarter in which service was rendered. If received after that day, consideration for payment will be delayed until the end of the quarter in which the submission occurs. Bills for the fourth

quarter of each calendar year must be received by the Berrien County Personnel Department no later than December 31 in order for the reimbursable amount to be credited toward that year's calendar year limit. Faxed copies of paid receipts are acceptable. Reimbursement will be issued on the third Thursday immediately following the close of the quarter. Receipts should be submitted to the County Administration Office, Administration Center, St. Joseph. All services must be rendered by a properly licensed optometrist or doctor of ophthalmology for vision expenses or a properly licensed doctor of dental surgery (DDS or MD/DDS) for dental expenses. Receipts must show the date of service, the service performed, for whom the service was performed, the cost of the service, and the amount of the patient's payment.

If coverage for an employee or his/her dependent is available through his/her spouse, an explanation of benefits (EOB) form from the spouse's plan must accompany the receipt. The employee will be reimbursed for the difference between the charge(s) shown on the receipt and the amount paid by the spouse's plan (as shown on the EOB).

The County reserves the right to contact the provider to confirm and/or clarify the information contained on the receipt.

The County reserves the right to deny reimbursement for any claim for which inadequate information is provided by either the attending provider or the employee.

## ***ARTICLE 16***

### **RETIREMENT PLAN**

**Section 1. Membership.** All employees are required to be members of the Berrien County Employees Amended Retirement Plan, subject to the conditions of that Plan. The POLC shall have one representative on the Berrien County Pension Board.

**Section 2. Pension Plan.** Employees in this bargaining unit shall participate in and receive the benefits of the Berrien County Retirement System as prescribed by the County. Pension benefits are as follows:

- (a) Beginning August 1, 2004, normal retirement benefits shall be at 2.8% with a 75% cap on final average compensation as determined under the Amended Pension Plan for the life of the retiree. Beginning October 29, 2007, final average compensation will be calculated using the highest three (3) consecutive years of earnings. Effective with retirements on or after January 1, 2024, FAC will include a maximum of 240 hours of vacation or compensatory time payout.

(b) An employee with twenty-five (25) years of service as defined by the Plan, regardless of age is eligible for normal retirement.

(c) Beginning October 29, 2007, employee's contribution shall be ten and forty nine hundredths percent (10.49%) of gross compensation.

(d) An employee who moves from active status directly to retired status, may use up to seven (7) months of unused sick leave to be rolled over into the pension computation at the time of retirement.

(e) Vesting shall occur after five (5) continuous years of credited service for those hired prior to 01/01/2010. Vesting shall occur after ten (10) continuous years of credited service for those hired after 01/01/2010.

(f) Enhanced Survivor benefits - A survivor pension shall be paid for life to the designated survivor pension beneficiary of a deceased participant or vested former participant who has elected optional form of payment Option SPB 50% and designated a survivor pension beneficiary in accordance with the provisions of the Retirement Ordinance, if the following requirements are met:

1. The designated survivor pension beneficiary files a written application for the pension with the plan administrator; and
2. The participant or vested former participant, at the time of death, had five (5) or more years of credited service.

(g) Pop up Provision - Effective January 1, 1993, when an employee selects a beneficiary option at the time of retirement and the beneficiary is subsequently removed as a result of death, the retirement selection shall automatically revert to the straight life allowance amount.

**(h) DROP PLAN:** Employees must notify the sheriff in writing not later than 60 days before they reach 25 years of credited service in the pension plan that they desire to enter the drop plan. The notification will also state how long they desire to be in the drop.

1. The Sheriff has the right to approve or disapprove the DROP request, but may not act in an arbitrary or capricious manner.

2. The DROP participation may not exceed three years.
3. The employee must contribute 8% of their salary into the pension plan while in the DROP plan. If an employee is promoted into the command unit after January 1, 2016, they must contribute whatever percent an active employee contributes toward the pension while they are in the DROP.
4. A DROP participant is considered a new employee (i.e. rehired at step 1 of the applicable salary schedule, new hire benefits such as vacation accrual rate...). DROP participants are covered under the collective bargaining agreement.

**Section 3. DROP Participants – Holiday Pay and CTO Bank.** Employees that have entered into the DROP Plan may, during participation in the DROP Plan, request to have their Holiday Pay put into a Compensatory Time-off (CTO) bank instead of paid compensation. CTO shall be calculated in the same manner as in Article 12, Section 3 of the CBA.

Time off requested from the CTO bank shall be taken off by mutual agreement between the employee and the Employer. No employee shall be paid out from their CTO bank, or vacation accumulation bank, at the end of their time in the DROP Plan. All time accumulated through vacation or CTO must be used by the time the employee leaves the DROP Plan.

**Section 4. DROP Participants – Seniority.** Employees that have entered into the DROP Plan are considered “rehired” back into the same classification position that the employee “retired” from. The employee maintains his/her departmental and classification seniority for the purpose of bidding for a shift or job position. All other benefits that pertain to seniority will be addressed as noted in the Collective Bargaining Agreement reference the DROP plan

## **ARTICLE 17**

### **MISCELLANEOUS**

#### **Section 1. Uniform Allowance.**

- a) Each full-time uniformed deputy shall receive a full issue of uniforms at time of hiring at no expense to the employee. For each full-time uniformed deputy an amount of four hundred fifty dollars (\$450.00) shall be paid into an account known as the Uniform and Accessories Fund. A terminated employee must return to the Sheriff all Department-owned property, including issued uniforms, before he is entitled to receive his final paycheck.
- b) Each full-time plainclothes deputy shall receive five hundred dollars (\$500.00) for clothing selected by the deputy, which shall be paid not later than January 31 of each year of this Agreement.
- c) It is mutually agreed by both Parties that a deputy assigned to plainclothes status at any time during the year, other than effective January 1, shall be entitled to receive during the year of assignment a pro-rata amount of this allowance.
- d) It is further agreed that a deputy transferring from plainclothes status to uniform status at any time during the year, other than effective January 1, shall receive no uniform cleaning allowance for the remainder of the year after the transfer but shall retain the plainclothes personnel allowance to which the deputy was entitled at the time of the transfer.
- e) The Sheriff may at his sole discretion prescribe and require to be worn a uniform for all other personnel in this bargaining unit. If the Sheriff requires other personnel to be uniformed, all parts of the required uniform shall be furnished at no expense to the employee.
- f) Each full-time bargaining unit member will receive \$150 as a footwear (boot) allowance which will be paid the first pay period in June of each calendar year. Footwear must meet the specifications of the sheriff or his designee. New hires will receive allowance upon hire and then the following calendar year in June.

**Section 2. Dry Cleaning and Laundering.**

a) Dry cleaning and laundering of clothing utilized in the performance of duty will be provided by the Employer for all deputies to a maximum of four hundred dollars (\$400.00) per calendar year. A drop-off and pick-up station shall be located in the Sheriff's Department.

b) The provisions of this Section shall not apply to non-sworn personnel, unless uniforms are required of those persons by the Sheriff.

**Section 3. Equipment Maintenance.** It is the Employer's intent to maintain all equipment in safe operating condition. Any equipment defects noted by any member of the bargaining unit shall be reported in writing promptly to the commander of the shift. Repairs are to be made as soon as practicable.

**Section 4. Air-Conditioned Vehicles.** All vehicles assigned to the Sheriff's Department shall have air conditioning.

**Section 5. Training and Schooling.** Employees who are assigned for training and schooling during their regularly scheduled workday will be paid their regular straight time hourly rate. This pay shall not be considered in computing overtime pay. Employees who, during non-work days, are assigned for training and schooling, or who voluntarily attend training and schooling which is directly related to their current job assignment, shall receive one and one-half (1 ½) times their hourly straight time pay, provided they work in excess of one hundred sixty (160) hours in any twenty-eight (28) day work cycle. Employees who voluntarily attend training or schooling which is not directly related to their current job assignment during non-work days shall receive no extra pay.

**Section 6. Bulletin Boards.**

(a) The Employer will provide a bulletin board on the premises of the Sheriff's Department, which may be used by the Union for posting notices of:

- (i) Recreational and social events.
- (ii) Elections
- (iii) Meetings.
- (iv) Other general Union business of a non-derogatory nature.

(b) It is the Union's responsibility to police its own notices and to keep the postings current.

**Section 7. Job Postings.** All positions or jobs in the Department, will be posted in the Department for a period of not less than five (5) calendar days, concurrent with the County Internal Posting. Employees interested in said positions or jobs shall notify the Sheriff in writing.

**Section 8. Copies of Agreement.**

1. The Employer shall provide all present and future members of this bargaining unit with a copy of this Agreement.
2. It is agreed by both Parties that a terminated employee will be encouraged to return his copy of this Agreement.

**Section 9. Rules and Regulations.** The Employer reserves the right to establish reasonable rules and regulations concerning employee performance and conduct not inconsistent with this Agreement. A written copy of any new rule or regulation shall be furnished to the Union.

**Section 10. Severability.** If any Article, Section, or Provision of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected hereby, and the Parties shall enter into collective bargaining for the purpose of agreeing upon a mutually satisfactory replacement for such Article, Section, or Provision.

**Section 11. Professional Liability Insurance.** The Employer shall maintain at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of a claim brought against the employee arising out of the performance in good faith of the official duties of such employee. Such liability insurance shall protect the employee where he might become legally obligated to pay compensatory damages of:

- A. False arrest, detention or imprisonment or malicious prosecution.
- B. Libel, slander or defamation of character.
- C. Invasion of privacy, wrongful eviction or wrongful entry.
- D. Assault and battery pursuant to, during or after arrest.

For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law and within the scope of employment and in relation to matters committed by law to the employee or to the Sheriff's Department under whose authority the employee is acting, or beyond the normal duty hours



there is willful misconduct or lack of good faith in the doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this section. The coverage provided shall be in accordance with the limits of the Berrien County general liability insurance policy and shall include the cost of defense, including attorney fees.

**Section 12. Waiver.** This Agreement contains the entire terms and conditions of employment agreed upon between the Employer and the Union. The Parties acknowledge that there are no other agreements either oral or written, express or implied, that cover the relationship of the Parties. Each Party hereby expressly waives the right to require the other to enter into further negotiations on any matter whatsoever, either covered in the Agreement or not, or where such subject matter was or was not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or executed this Agreement. This Agreement, however, may be extended by mutual agreement of the Parties in writing.

**Section 13. Non-discrimination.** The Employer and Union agree that there shall be no discrimination according to applicable state law, federal law or regulation.

**Section 14. Disciplinary sunset.** When imposing any discipline, the sheriff will not take into account any prior infractions which occurred more than three (3) years prior to the incident giving rise to the current discipline.

**Section 15. Post exposure review.** A post exposure review after a work related pathogen exposure incident, including, but not limited to a follow-up medical screening or blood test, while offered by the employer, is not mandated or ordered by the employer. Post exposure review testing or screening scheduled when the employee is off-duty, are considered voluntary and therefore not compensable as overtime or call-in hours. Employees may incur overtime for medical treatment or screening only as a result of the initial medical treatment for the work-related exposure incident sought during a continuation of the employee's shift in which the incident occurred. Post exposure review screening or blood testing arising from a work-related exposure incident may be scheduled by or on behalf of the employee for a time falling within the employee's regular work/shift hours when available.

## **ARTICLE 18**

### **DURATION**

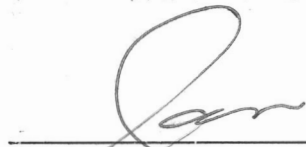
**Section 1.**     **Duration.** This Agreement shall remain in full force and effect from January 1, 2024, to midnight December 31, 2026 and this Agreement shall continue in full force and effect from year-to-year thereafter, unless the Union or the Employer shall notify the other in writing not fewer than sixty (60) days prior to the expiration of the term or an extended term of this Agreement of a desire to modify this Agreement. If either the Union or the Employer gives notice as is aforesaid to the other of a desire to modify any of the terms of this Agreement, then within fifteen (15) days of the service of such notice, or a longer time if mutually agreed upon, representatives of the Union and the Employer shall set a date and time to commence negotiations with respect to such modifications. If no agreement as to such modifications is reached before the expiration of the term, then this Agreement shall continue in full force and effect until the culmination of a successor Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals this  
13<sup>th</sup> day of JUNE 2024.

**COUNTY OF BERRIEN:**



Charles E Heit,  
Sheriff of Berrien County



Gregory Sanders,  
Undersheriff

**POLICE OFFICERS LABOR COUNCIL:**



June 13, 2024

Scott Blackwell  
Labor Representative

 #936

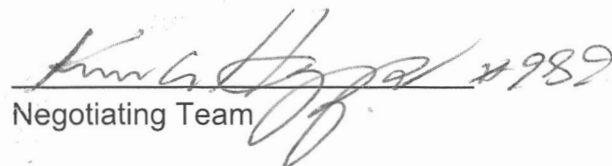
Negotiating Team

06/13/24

 #877

Negotiating Team

6/14/24

 #989

Negotiating Team



## APPENDIX A

### POLC COMMAND UNIT SALARY SCHEDULE

	<b>2024</b>	<b>2025</b>	<b>2026</b>
<b>Lieutenant</b>	\$86,314	\$91,493	\$96,067
<b>Captain</b>	\$90,198	\$95,610	\$100,390
<b>Chief Deputy</b>	\$94,257	\$99,913	\$104,908

## APPENDIX B



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

### BERRIEN COUNTY

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007015910/0009

### Comprehensive Major Medical (CMM) ASC

Effective Date: On or after January 2021

### Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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

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

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

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

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

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

ADM COB-2;ADM DC26MEVIS;ADM PLANYSR JAN;ASCMOD 4917 MED;BLUE DENTAL;BLUE VISION;BVFL;BVPP CHOICE NET;CDC-DC 26-ME;CDH-FSA-DC-FSA;CMM ASC;CMM-AMB-CC ASC;CMM-CC ASC;CMM-CR 20% ASC;CMM-D \$250 ASC;CMM-VSTM ASC;CMMOPM1250/2.5A;DC 26-ME ASC;DO-PPO;HC (A) ASC;HEQ;MOPD ASC;PD-BC 2X ASC;PD-CR \$15 ASC;PD-PT ASC;PDRX ASC;PK268;RX-VCP ASC

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



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

**Note:** If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	Coverage
<b>Deductibles</b>	\$250 for one member, \$500 for a family (when two or more members are covered under your contract) each calendar year
<b>Flat-dollar copays</b>	
<b>Coinsurance amounts (percent copays)</b>	<ul style="list-style-type: none"> <li>10% of approved amount for private duty nursing care</li> <li>10% of approved amount for mental health care and substance use disorder treatment</li> <li>10% of approved amount for most other covered services</li> </ul>
<b>Note:</b> Coinsurance amounts apply once the deductible has been met.	
<b>Annual out-of-pocket maximums</b> -applies to deductibles, flat-dollar copays and coinsurance amounts for all covered services - including prescription drugs if prescription drugs are covered under the plan - but does not apply to private duty nursing percent copays, if applicable	\$1,250 for one member, \$2,500 for a family (when two or more members are covered under your contract) each calendar year
<b>Lifetime dollar maximum</b>	None

## Preventive care services

Benefits	Coverage
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.
Pap smear screening-laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year
Voluntary sterilization for females	100% (no deductible or copay/coinsurance)
Prescription contraceptive devices-includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)
Contraceptive injections	100% (no deductible or copay/coinsurance)
Well-baby and child care visits <ul style="list-style-type: none"> <li>8 visits, birth through 12 months</li> <li>6 visits, 13 months through 23 months</li> <li>6 visits, 24 months through 35 months</li> <li>2 visits, 36 months through 47 months</li> <li>Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	100% (no deductible or copay/coinsurance)
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year

ADM COB-2;ADM DC26MEVIS;ADM PLANYR JAN;ASCMOD 4917 MED;BLUE DENTAL;BLUE VISION;BVFL;BVPP CHOICE NET;CDC-DC 26-ME;CDH-FSA-DC-FSA;CMM ASC;CMM-AMB-CC ASC;CMM-CC ASC;CMM-CR 20% ASC;CMM-D \$250 ASC;CMM-VSTM ASC;CMMOPM1250/2.5A;DC 26-ME ASC;DO-PPO;HC (A) ASC;HEQ;MOPD ASC;PD-BC 2X ASC;PD-CR \$15 ASC;PD-PT ASC;PDRX ASC;PK268;RX-VCP ASC

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



Benefits	Coverage
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year
Routine mammogram and related reading	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance, if applicable.
Colonoscopy-routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy, one per member per calendar year  <b>Note:</b> Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance, if applicable.

## Physician office services

Benefits	Coverage
Office visits	90% after deductible
Online visits - by physician must be medically necessary	90% after deductible  <b>Note:</b> Online visits by a vendor are not covered.
Outpatient and home medical care visits	90% after deductible
Office consultations	90% after deductible

## Emergency medical care

Benefits	Coverage
Hospital emergency room	90% after deductible
Ambulance services-must be medically necessary	90% after deductible

## Diagnostic services

Benefits	Coverage
Laboratory and pathology services	90% after deductible
Diagnostic tests and x-rays	90% after deductible
Therapeutic radiology	90% after deductible

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

Benefits	Coverage
Prenatal care visits	100% (no deductible or copay/coinsurance)
Postnatal care	90% after deductible
Delivery and nursery care	90% after deductible

ADM COB-2;ADM DC26MEVIS;ADM PLANR JAN;ASCMOD 4917 MED;BLUE DENTAL;BLUE VISION;BVFL;BVPP CHOICE NET;CDC-DC 26-ME;CDH-FSA-DC-FSA;CMM ASC;CMM-AMB-CC ASC;CMM-CC ASC;CMM-CR 20% ASC;CMM-D \$250 ASC;CMM-VSTM ASC;CMMOPM1250/2.5A;DC 26-ME ASC;DO-PPO;HC (A) ASC;HEQ;MOPD ASC;PD-BC 2X ASC;PD-CR \$15 ASC;PD-PT ASC;PDRX ASC;PK268;RX-VCP ASC

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## Hospital care

Benefits	Coverage
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	90% after deductible, unlimited days
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	
Inpatient consultations	90% after deductible
Chemotherapy	90% after deductible

## Alternatives to hospital care

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

## Surgical services

Benefits	Coverage
Surgery-includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	90% after deductible
Presurgical consultations	<ul style="list-style-type: none"> <li>100% (no deductible or copay/coinsurance) when obtained from a <b>participating</b> provider</li> <li>90% after deductible when obtained from a <b>nonparticipating</b> provider</li> </ul>
Voluntary sterilization for males	90% after deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "	
Voluntary abortions	90% after deductible
Removal of impacted and partial bony impacted teeth - includes surgery and related anesthesia	90% after deductible

## Human organ transplants

Benefits	Coverage
Specified human organ transplants-must be in a <b>designated</b> facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)
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Benefits	Coverage
Bone marrow transplants-must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after deductible
Specified oncology clinical trials	90% after deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.	
Kidney, cornea and skin transplants	90% after deductible

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

Benefits	Coverage
<b>Inpatient</b> mental health care and <b>inpatient</b> substance use disorder treatment	90% after deductible, unlimited days
Residential psychiatric treatment facility:	90% after deductible
<ul style="list-style-type: none"> <li>covered mental health services <b>must</b> be performed in a residential psychiatric treatment facility</li> <li>treatment <b>must</b> be preauthorized</li> <li>subject to medical criteria</li> </ul>	
Outpatient mental health care	90% after deductible
Online visits	90% after deductible
<b>Note:</b> Online visits by a vendor are not covered.	
Outpatient substance use disorder treatment-in approved facilities <b>only</b>	90% after deductible

## Autism spectrum disorders, diagnoses and treatment

Benefits	Coverage
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	90% after deductible
<b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	90% after deductible
Other covered services, including mental health services, for autism spectrum disorder	90% after deductible

## Other covered services

Benefits	Coverage
Outpatient Diabetes Management Program (ODMP)	<ul style="list-style-type: none"> <li>90% after deductible for diabetes medical supplies</li> <li>100% (no deductible or copay/coinsurance) for diabetes self-management training</li> </ul>
<b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no cost-sharing when rendered by a participating provider.	
<b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	
ADM COB-2;ADM DC26MEVIS;ADM PLANIR JAN;ASCMOD 4917 MED;BLUE DENTAL;BLUE VISION;BVFL;BVPP CHOICE NET;CDC-DC 26-ME;CDH-FSA-DC-FSA;CMM ASC;CMM-AMB-CC ASC;CMM-CC ASC;CMM-CR 20% ASC;CMM-D \$250 ASC;CMM-VSTM ASC;CMMOPM1250/2.5A;DC 26-ME ASC;DO-PPO;HC (A) ASC;HEQ;MOPD ASC;PD-BC 2X ASC;PD-CR \$15 ASC;PD-PT ASC;PDRX ASC;PK268;RX-VCP ASC	

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Benefits	Coverage
Allergy testing and therapy	90% after deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	90% after deductible, limited to a <b>combined</b> 38-visit maximum per member per calendar year
Outpatient physical, speech and occupational therapy- provided for rehabilitation	90% after deductible,, unlimited treatment
Durable medical equipment	90% after deductible
<b>Note:</b> DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	
Prosthetic and orthotic appliances	90% after deductible
Private duty nursing	90% after deductible
Hair prosthesis and accessories:	90% after deductible
<ul style="list-style-type: none"> <li>covered only when the hair loss is the result of either chemotherapy and/or radiation treatment for malignant and non-malignant conditions, trichotillomania or alopecia</li> <li>subject to medical and benefit criteria</li> </ul>	

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## BERRIEN COUNTY

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### BCBSM Preferred RX Program

Effective Date: On or after January 2021

### Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

**Prescription Drug Discount Program** - Prescription drug manufacturers provide coupon programs for certain medications. Your benefit plan allows you to take advantage of BCBSM-approved coupon programs for select medications. This benefit may lower the cost-sharing typically required for these drugs. Your out-of-pocket expense will be no more than your benefit cost-sharing. When a manufacturer coupon is used, only the amount you paid for the prescription will apply towards your annual out-of-pocket maximum.

**NOTE:** Adjustments may be required to accurately reflect your annual out-of-pocket maximum to reflect your true out-of-pocket cost.

This program may be discontinued at any time if it is no longer supported by the vendor.

**Specialty Pharmaceutical Drugs** - The mail order pharmacy for **specialty drugs** is AllianceRx Walgreens Prime, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. AllianceRx Walgreens Prime will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Express Scripts. (Express Scripts is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy). If you have any questions, please call AllianceRx Walgreens Prime customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

**Select Controlled Substance Drugs** - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

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

**Note:** Your prescription drug copays and coinsurance amounts, including mail order copay and coinsurance amounts, are subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum.

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits	In-network pharmacy	Out-of-network pharmacy
Copay	You pay \$15 copay	You pay \$15 copay plus an additional 25% of BCBSM approved amount for the drug
Brand name prescription drugs	You pay \$30 copay	You pay \$30 copay plus an additional 25% of BCBSM approved amount for the drug

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Benefits	In-network pharmacy	Out-of-network pharmacy
Mail order (home delivery) prescription drugs	<b>Copay for up to a 90 day supply:</b> <ul style="list-style-type: none"> <li>You pay \$15 copay</li> <li>You pay \$30 copay for brand name drugs</li> </ul>	Not covered

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

Covered services		
Benefits	In-network pharmacy	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
State-controlled drugs	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved <b>generic</b> and <b>select brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	75% of approved amount
Other FDA-approved <b>brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	75% of approved amount
FDA-approved <b>generic</b> and <b>select brand-name</b> prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	75% of approved amount
Other FDA-approved <b>brand-name</b> prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug
<b>Note:</b> Needles and syringes have no copay/coinsurance.		
Select diabetic supplies and devices (test strips, lancets and glucometers)	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at <a href="http://BCBSM.com/pharmacy">BCBSM.com/pharmacy</a> .		

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs.

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## Features of your prescription drug plan

Prescription drug preferred therapy	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications <b>before</b> prescribing a more expensive brand-name drug. It applies only to prescriptions being filled for the first time of a targeted medication.</p> <p>Before filling your <b>initial</b> prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>, <b>along with the preferred medications</b>.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect <b>all</b> targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p>
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.
Clinical Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>

ADM COB-2;ADM DC26MEVIS;ADM PLANYSR JAN;ASCMOD 4917 MED;BLUE DENTAL;BLUE VISION;BVFL;BVPP CHOICE NET;CDC-DC 26-ME;CDH-FSA-DC-FSA;CMM ASC;CMM-AMB-CC ASC;CMM-CC ASC;CMM-CR 20% ASC;CMM-D \$250 ASC;CMM-VSTM ASC;CMMOPM1250/2.5A;DC 26-ME ASC;DO-PPO;HC (A) ASC;HEQ;MOPD ASC;PD-BC 2X ASC;PD-CR \$15 ASC;PD-PT ASC;PDRX ASC;PK268;RX-VCP ASC

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## BERRIEN COUNTY

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### Hearing Care Coverage

Effective Date: On or after January 2021

### Benefits-at-a-glance

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#### Member's responsibility (deductible and copay)

Benefits	Participating provider	Nonparticipating provider
Deductible	None	Not applicable
Copay	None	Not applicable

#### Covered services

You **must** receive the following services from a **hearing participating provider**. Hearing care services are **not** covered when performed by nonparticipating providers unless the services are performed outside of Michigan and the local Blue Cross and Blue Shield plan does **not** contract with providers for hearing care services. In this case, BCBSM will pay the approved amount for hearing aids and related covered services obtained from a nonparticipating provider. You may be responsible for charges that exceed our approved amount.

If you select a digitally controlled programmable hearing device, you may be responsible for charges that exceed the cost of a covered hearing aid.

Benefits	Participating provider	Nonparticipating provider
Audiometric exam - one every 36 months	100% of approved amount	Not covered
Hearing aid evaluation- one every 36 months	100% of approved amount	Not covered
Ordering and fitting the hearing aid (a monaural or binaural hearing aid) - one every 36 months	100% of approved amount	Not covered
Hearing aid conformity test- one every 36 months	100% of approved amount	Not covered

**Note:** You **must** obtain a medical evaluation (sometimes called a medical clearance exam) of the ear performed by a physician-specialist before you receive your hearing aid. If a physician-specialist is not accessible, your primary care doctor may perform the medical evaluation. **This evaluation is not covered under your hearing care coverage, so you must pay for this exam unless your medical coverage includes coverage for office visits.**

A physician-specialist is a licensed doctor of medicine or osteopathy who is also board certified or in the process of being board certified as an otolaryngologist. A physician-specialist determines whether a patient has a hearing loss and whether such loss can be offset by a hearing aid.

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## APPENDIX C



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### BERRIEN COUNTY

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#### Dental Coverage

Effective Date: On or after January 2021

#### Benefits-at-a-glance

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**Coverage determination:** Claims are subject to dental necessity verification and availability of dental benefits when they are processed, as well as the terms and conditions of the applicable BCBSM certificates and riders.

#### Network access information

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

**Blue Dental PPO network-** Blue Dental members have unmatched access to PPO (in-network) dentists through the Blue Dental PPO network, which offers more than 535,000 dentist locations\* nationwide. PPO dentists agree to accept our approved amount as full payment for covered services, and members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit [mibluedentist.com](http://mibluedentist.com) or call 1-888-826-8152.

\*A dentist location is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two offices is two dentist locations.

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

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

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

Benefits	Coverage
Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	None (covered at 100%)
• Class I services	
• Class II services	25%
• Class III services	50%
• Class IV services	50%
Dollar maximums	\$1,000 per member
• Annual maximum for Class I, II and III services	

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Benefits	Coverage
• Lifetime maximum for Class IV services	\$1,000 per member

## Class I services

Benefits	Coverage
Oral exams	100% of approved amount <b>Note:</b> Twice per calendar year
A set (up to 4 films) of bitewing x-rays	100% of approved amount <b>Note:</b> Twice per calendar year
Panoramic or full-mouth x-rays	100% of approved amount <b>Note:</b> Once every 60 months
Prophylaxis (cleaning)	100% of approved amount <b>Note:</b> Twice per calendar year
Sealants - for members age 19 and younger	100% of approved amount <b>Note:</b> Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Emergency palliative treatment	100% of approved amount
Fluoride treatments	100% of approved amount <b>Note:</b> Two per calendar year
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	100% of approved amount <b>Note:</b> Once per quadrant per lifetime

## Class II services

Benefits	Coverage
Fillings - permanent (adult) teeth	75% of approved amount <b>Note:</b> Replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	75% of approved amount <b>Note:</b> Replacement fillings covered after 12 months or more after initial filling
Crowns, onlays, inlays, and veneer restorations - permanent teeth - for members age 12 and older	75% of approved amount <b>Note:</b> Once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	75% of approved amount <b>Note:</b> Three times per tooth per calendar year after six months from original restoration
Oral surgery	75% of approved amount
Root canal treatment	75% of approved amount <b>Note:</b> Once every 12 months
Scaling and root planing	75% of approved amount <b>Note:</b> Once every 24 months per quadrant
Limited occlusal adjustments	75% of approved amount <b>Note:</b> <b>Limited</b> occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	75% of approved amount <b>Note:</b> Once every 12 months
General anesthesia or IV sedation	75% of approved amount <b>Note:</b> When medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	75% of approved amount <b>Note:</b> Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	75% of approved amount <b>Note:</b> Once per arch in any 36 consecutive months
Tissue conditioning	75% of approved amount <b>Note:</b> Once per arch in any 36 consecutive months

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## Class III services

Benefits	Coverage
Removable dentures (complete and partial)	50% of approved amount <b>Note:</b> Once every 60 months
Bridges (fixed partial dentures) - for members age 16 and older	50% of approved amount <b>Note:</b> Once every 60 months
Endosteal implants - for members age 16 or older who are covered at the time of the actual implant placement	50% of approved amount <b>Note:</b> Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

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

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

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

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## BERRIEN COUNTY

007015910

### Vision Coverage

Effective Date: On or after January 2021

### Benefits-at-a-glance

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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

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

**Note:** Discounts up to 20% for additional prescription glasses and any amount over the allowance **plus** savings on non-covered lens extras (up to 25%) when obtained from a VSP provider

Member's responsibility (copays)		
Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	Combined \$10 copay	Member responsible for difference between approved amount and provider's charge, after \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, after \$10 copay
<b>Note:</b> No copay is required for prescribed contact lenses that are not medically necessary.		

Eye exam		
Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$45 less \$5 copay (member responsible for any difference)
One eye exam in any period of 12 consecutive months		

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## Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
<b>Standard</b> lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$10 copay (one copay applies to <b>both</b> lenses and frames)	Reimbursement up to approved amount based on lens type less \$10 copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 <b>consecutive</b> months	
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$10 copay (one copay applies to <b>both</b> frames and lenses)	Reimbursement up to \$70 less \$10 copay (member responsible for any difference)
<b>Note:</b> All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	One frame in any period of 12 <b>consecutive</b> months	

## Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$10 copay	Reimbursement up to \$210 less \$10 copay (member responsible for any difference)
	Contact lenses up to the allowance in any period of 12 <b>consecutive</b> months	
Elective contact lenses that <b>improve</b> vision (prescribed, but do not meet criteria of medically necessary)	\$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 12 <b>consecutive</b> months	

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