

Agreement By And Between The  
Midland County Probate Court/42nd Circuit Court-Family Division

And The

United Steelworkers,  
AFL-CIO-CLC, And Its Local Union No. 12075-01

March 19, 2019 - December 31, 2021

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ARTICLE I  
AGREEMENT

This Agreement entered into this 19<sup>th</sup> day of March, 2019, by and between the Midland County Probate Court/42nd Circuit Court-Family Division, (hereinafter referred to as the "Employer"), and the United Steelworkers, AFL-CIO-CLC, on behalf of its Local Union No. 12075-01, (hereinafter collectively referred to as the "Union").

ARTICLE II  
RECOGNITION

Section 1.

The Probate Court/42nd Circuit Court — Family Division hereby recognizes the Union as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for all regular full-time and regular part-time non-supervisory employees of the Midland County Probate Court/42<sup>nd</sup> Circuit Court — Family Division employed in the Midland County Courthouse, the Midland County Services Building and the Midland County Juvenile Care Center, including Juvenile Probation Officers, Enhanced Services Coordinator, Foster Care Coordinator, Deputy Probate Registers, Probate Register, Juvenile Register /Recorders, Financial Officer, Secretary- Family Division, Surveillance Worker, Administrative Assistant to the Director of Public Guardian Services, Youth Development Workers, Juvenile Care Center Cook and Therapist but excluding the Probate Court/42nd Circuit Court — Family Division Judge, Deputy Administrator/Attorney Referee, Public Guardian, Midland County Juvenile Care Center Director, Director of Court Services, Court Services Supervisor, Administrative Supervisor/Judicial Assistant, Shift Supervisors, Juvenile Care Center Office Manager, Maintenance, Temporaries, On-Call Employees and Substitutes. This section is limited strictly to recognition of the Union as required by the provisions of the Michigan Public Employment Relations Act and shall not be interpreted or expanded in any manner or used for any other purpose.

Section 2.

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

Section 3.

For purposes of this Agreement, the following terms shall be defined as follows:

- (a) "Full-time Employee" shall mean a person who is regularly scheduled to work sixty-five (65) or more hours per bi-weekly pay period. This shall not constitute a guarantee of pay or work.

- (b) "Part-Time Employee" shall mean a person who is regularly scheduled to work at least thirty-two (32) hours and less than sixty-five (65) hours per bi-weekly pay period. A part-time employee shall be eligible for prorated annual leave benefits based upon each such employee's Board approved FTE appointment. Except as otherwise expressly provided in this Agreement, part-time employees shall not be entitled to leaves of absence (excluding Family Medical Leave Act (FMLA) eligible), insurance benefits, retirement benefits, or other benefits provided under this Agreement.
- (c) "Temporary Employee" shall mean a person who is employed by the Employer for a period of six (6) consecutive months or less, unless replacing an employee who is on an approved leave of absence, in which event the temporary employee may be employed for the duration of the leave of absence or six (6) months, whichever is longer. A temporary employee is not subject to the terms of this Agreement.
- (d) Unless otherwise indicated, the term "day(s)" means calendar day(s).
- (e) Pronouns of masculine and feminine gender in this Agreement shall include each other.

ARTICLE III  
NON-DISCRIMINATION

Neither the Employer, the Union, nor any employee covered by this Agreement shall discriminate against any employee covered by this Agreement based upon any factor prohibited by state or federal law.

ARTICLE IV  
UNION SECURITY

Section 1. Membership.

- (a) Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall assert any pressure on or discriminate against any employee in regard to such matters.
- (b) The Unit President shall be notified of new employees hired into the bargaining unit and provided with name, address, and telephone number of each new employee. A unit representative within the respective facility (on the unit representative's break) shall be afforded the opportunity to meet with each employee for 15 minutes during working hours within four weeks of the new hire date.

- (c) The Employer and the Union agree that they will not interfere with the free choice of any employee regarding the decision to join, not join, or to continue or discontinue as a member of the Union, and further agree that they will in no way discriminate in favor of or against any employee because of his/her status or membership in the Union.

## Section 2.

In accordance with Michigan P.A. 348 of 2012, current employees and those who have successfully passed their probationary period may or may not become and remain members in good standing with the Union. If Michigan law changes to allow the enforcement of Union Security requirements, the parties will adopt a Union Security provision requiring Union membership as a condition of employment.

## Section 3.

- (a) Employees may have monthly membership dues deducted from their earnings by signing an Authorization Form, or they may pay dues directly to the Union. Such form shall at all times be compliant with applicable state and federal law and be agreeable to the Union and the Employer.
- (b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above-referenced Union membership dues from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Union's International Secretary-Treasurer shall submit to the Employer's Payroll Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.
- (c) A properly executed copy of such Authorization Form for each employee for whom the Union membership dues are to be deducted hereunder shall be delivered by the Union to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Union's International Secretary-Treasurer by the Employer.
- (d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- (e) Once any funds are remitted to the Union by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Union. In cases where a deduction is made that duplicates a payment that an employee

already has made to the Union, or where a deduction is not in conformity with the provisions of this Agreement or applicable state or federal law, refunds to the employee will be made promptly by the Union.

- (f) All sums deducted by the Employer shall be remitted to the Union's International Secretary-Treasurer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Union dues have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during the previous month. Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.
- (g) The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

#### Section 4.

The Employer assumes no obligation, financial or otherwise, arising out of any provision of this Article. Further, the Union hereby agrees to hold harmless and indemnify the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with this Article, including, but not limited to, the deduction of membership dues made by the Employer from the wages of any employee(s), its reliance on any list, notice or assignment furnished by the Union, or the termination of employment of any employee(s) pursuant to the provisions of this Article.

### ARTICLE V EMPLOYER RIGHTS

Except where specifically and expressly abridged or modified by this Agreement, all rights, powers, and authority of the Employer are hereby retained by the Employer, including, but not limited to, all rights, powers, and authority conferred by the Michigan and U. S. Constitution, state and federal statutes, the Michigan State Supreme Court, and all other administrative orders, rules and regulations. The Employer retains sole and exclusive control over any and all matters concerning the operation, management and administration of its business, the control of its properties, the maintenance or order and efficiency of the workforce, and complete authority to exercise those rights and powers incident thereto, including, by way of illustration but not by way of limitation, the exclusive right and authority: to determine the number of its facilities and the location and relocation of its operations and facilities; to consolidate or merge with any other entity; to decide to expand or close any of the Employer's operations or facilities; to determine the type and kind of services to be rendered and the work to be performed by employees covered by this Agreement; to determine all methods of rendering its services, including the prices to be charged therefore, and the exclusive right to approve all contracts for any of its services; to make all financial decisions, including the accounting, bookkeeping and all other record keeping

methods and procedures, to determine the organizational and business entity structure of its facilities; to determine whether to transfer, lease, subcontract or discontinue work or the entire business operation or any part thereof; to determine whether to purchase any materials, goods or services from other persons or entities; to determine the necessity for and how to perform work by employees or by other persons or entities; to determine the amount and type of supervision that is necessary; to determine service standards, the materials and equipment to be utilized by and located at the Employer, including the right to add, modify or remove the same whenever it determines; to determine the method and means of providing its services, the schedules of work and hours of operation, the services to be contracted out or purchased; and to have any work performed at any location.

Except where specifically and expressly abridged or modified by this Agreement, it is further expressly recognized and agreed that the Employer retains sole and exclusive control over all matters pertaining to the selection, direction, instruction and control of employees, including, but not limited to, the right to select, hire, assign, layoff, reclassify, upgrade, downgrade, promote, or transfer employees; to determine the number of employees to be hired, employed and working; to discipline, suspend or discharge seniority employees for just cause; to select, promote or transfer employees to supervisory, managerial, or other positions outside the bargaining unit; to adopt and enforce reasonable rules and regulations, including rules and regulations covering smoking by employees and other health and safety matters; to determine the number of and qualifications of employees to perform work (including physical qualifications which may be determined by examination or testing, including drug and alcohol testing); to determine quality, quantity and performance standards; to determine the allocation and assignment of work to employees, it being expressly understood and agreed to by the Employer and the Union that the nature of the Employer's operations requires employees to be used interchangeably in various positions and that any employee may be assigned duties in other areas of work as needed; to determine job content, create new job classifications and revise existing job classifications; to assign work and overtime, determine the hours of work, the schedules of employees, the starting times, break times and quitting times of employees; to determine the number of hours to be worked and the business hours of its facilities; to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other reasons; and to perform all other functions inherent in the administration, management, control and/or direction of its operations.

## ARTICLE VI UNION REPRESENTATION

### Section 1.

The Union will select four employees from the bargaining unit to serve as the grievance /bargaining committee. This committee will consist of the Unit President and three (3) unit grievers. It is agreed that one (1) unit griever shall be elected from employees at the Juvenile Care Center and one (1) unit griever shall be elected from employees at the Courthouse/County Services Building. The Unit President and one (1) unit griever will be elected at large. It is



further agreed that any member of the grievance/bargaining committee can represent employees at either facility.

Section 2.

In contract negotiations the Union may be represented by a grievance/bargaining committee comprised of four (4) employees from the bargaining unit. This committee will consist of the Unit President and three (3) unit grievors. It is agreed that one (1) unit griever shall be elected from the employees at the Juvenile Care Center and one (1) unit griever shall be elected from employees at the Courthouse. The Unit President and one (1) unit griever will be elected at large. Employees so designated shall be compensated for time spent in negotiations with the Employer during their regular work hours. Nothing in this section shall be construed to require that collective bargaining be done between the hours of 8:00 a.m. and 5:00 p.m.

Section 3.

The Union shall certify in writing to the Employer the names of the employees who are selected to serve as unit grievors on the Union's Bargaining Committee.

Section 4.

The Union agrees to conduct its business off the job, provided, however, this Section shall not be construed so as to prevent a Union representative from fulfilling his responsibilities as provided in the grievance procedure, nor shall it be construed to prevent the posting of Union notices and bulletins on Employer provided bulletin boards in accordance with the provisions of this Agreement.

Section 5.

Union business agents or representatives having business with the employees may confer with such employees during lunch or break periods or, when absolutely necessary and approved in advance by the Employer, during hours of work, provided always that such discussions not take place in the presence of other members of the public.

ARTICLE VII  
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure.

Step I.

An employee, grievance/bargaining committee member, or the employee and the grievance /bargaining committee member, who has a grievance shall orally discuss it with the employee's immediate supervisor (or designee) within ten (10) work days of the occurrence giving rise to the grievance or within ten (10) work days of when the employee should reasonably be aware of the occurrence. At the employee's request, the grievance/ bargaining

committee member may also attend the meeting. The employee's immediate supervisor (or designee) shall give his answer orally to the employee and/or grievance/bargaining committee member within five (5) work days of the discussion with the employee and/or grievance/bargaining committee member.

#### Step II.

If the grievance is not resolved at Step I, the employee and/or grievance/bargaining committee member shall reduce the grievance to writing, and present it to the employee's immediate supervisor (or designee) within twenty (20) work days of the occurrence giving rise to the grievance. The employee's Supervisor (or designee) shall, within five (5) work days after receipt of the written grievance, meet with the grievant and a grievance/bargaining committee member. The employee's Supervisor (or designee) shall render his/her written disposition of the grievance within five (5) work days after the meeting.

#### Step III.

If the grievance is not resolved at Step II, the grievance/bargaining committee member and/or employee shall, within five (5) work days of receipt of the Supervisor's written disposition at Step II, take the matter up with the Attorney Referee/Deputy Court Administrator, or Juvenile Care Center Director, or his/her designated representative, who shall within five (5) work days of receipt of the written grievance, meet with the grievance/bargaining committee member and/or the grievant and the Union's International Staff Representative. The Employer and the Union may, at their discretion, also have additional representatives attend the meeting. The Attorney Referee/Deputy Court Administrator or Juvenile Care Center Director, or his/her designated representative shall render his/her written disposition of the grievance within five (5) work days after the above meeting.

#### Step IV.

If the grievance is not resolved at Step III, the Union shall, within five (5) calendar days of receipt of the Attorney Referee/Deputy Court Administrator or Juvenile Care Center's Director answer at Step III, submit the matter to the Michigan Employment Relations Commission for mediation. All discussions and proposals under consideration in mediation shall be construed as private "settlement" discussions and shall not be subject to disclosure beyond Step IV.

#### Step V.

If the grievance is not resolved at Step IV, the Union shall, within sixty (60) calendar days of receipt of the Attorney Referee/Deputy Court Administrator or Juvenile Care Center Director's answer at Step III, notify the Employer in writing of its intent to submit the grievance to final and binding arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator within seventy (70) calendar days of the Union's receipt of the Attorney Referee/Deputy Court

Administrator or Juvenile Care Center Director's Step III answer, the Union may file a Demand for Arbitration with the Federal Mediation Conciliation Service (FMCS) no later than ninety (90) calendar days after the Union's receipt of the Attorney Referee/Deputy Court Administrator or Juvenile Care Center Director's Step III answer. Concurrent notification of the appeal shall be provided to the Employer. Notification to the Employer shall be subject to the same time limits set forth for filing with the Federal Mediation Conciliation Service (FMCS) and shall include a copy of the Union's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Employer's Step III disposition of the Grievance shall be final.

The fees and approved expenses of the Arbitrator, the fees associated with the Arbitrator selection process, and the cost of any room or other facility needed for the arbitration shall be borne equally by the Union and the Employer. All other expenses, including, but not limited to, the cost of compensating its own representatives and witnesses, shall be borne by the party incurring them. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

Except as above provided, selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the Federal Mediation Conciliation Service (FMCS). The arbitrator shall have authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Union.

The fees and approved expenses of the Arbitrator and the cost of any room or other facility needed for the arbitration shall be borne equally by the Union and the Employer. All other expenses, including, but not limited to, the cost of compensating its own representatives and witnesses, shall be borne by the party incurring them. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement, but shall not have the authority to add to, subtract from, or modify this Agreement or resolve any dispute under any section of this Agreement which is expressly excluded from Arbitration, or imply a provision which is not otherwise specifically provided herein. If the arbitrator issues his decision within his jurisdiction, said decision shall be final and binding on the employee(s), the Union, and the Employer.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide such issues before proceeding to hear the case upon its merits. In any case, where the arbitrator determines that such grievance is not arbitrable they shall refer the case back to the parties without a recommendation on the merits.

The retroactive effect of any claim filed under the grievance procedure shall be limited to the date of the presentation of the grievance at Step I of the Grievance Procedure. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his base rate under this Agreement, less any unemployment or other compensation he may have received from any source of employment during the period in question. Grievances processed to arbitration may be withdrawn only on written agreement of the Employer and Union.

### Section 2. Grievance Settlements.

Any and all grievances that are forfeited or resolved at any step of the grievance procedure shall be final and binding on the Employer, the Union, and any and all employees involved in the particular grievance. The resolution of a grievance at Steps I, II and III shall not add to, subtract from or modify the terms of this Agreement, unless done so in writing and approved by the Employer and the Union.

### Section 3. Time Limitations.

The time limits established in this grievance procedure are of the essence and shall be followed by the parties. If an employee fails to file a grievance in the allowed time, the grievance will be barred. If an employee or the Union fails to advance a grievance to the next step in a timely manner, it shall be considered resolved on the basis of the Employer's last disposition. If the time procedures are not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the grievance procedure may be extended by mutual agreement; provided the extension request is reduced to writing and a period of extension is specified.

### Section 4. Entering or Advancing A Grievance Out of Order.

With the consent of both parties, grievances may be commenced at any stage of the grievance procedure or may be advanced and processed out of order.

### Section 5. Work Day Defined.

For purposes of this Article, a work day is a day other than Saturday, Sunday or a holiday recognized by this Agreement.

### Section 6. Compensation For Time Spent In Grievance Meeting.

Compensation will be provided to a grievant and/or grievance/bargaining committee member who participates in any grievance meeting scheduled during the grievant's and/or grievance /bargaining committee member's regular working hours.

ARTICLE VIII  
STRIKES AND LOCKOUTS

Section 1.

During the life of this Agreement, the Union, its officers and employees, shall not cause, authorize, or condone, nor shall any member of the bargaining unit cause, authorize, condone or take part in, any picketing or demonstration on any of the Employer's premises, on any property adjacent thereto, or on any property on which an Employer facility is located or where the Employer performs or delivers its services, nor shall they cause, authorize or condone any strike (including a sympathy strike), work stoppage, interruption, sickout, sit-down, stay-in, slowdown, or any other restriction of work or interference with the operations of the Employer.

Section 2.

In the event of any conduct prohibited in Section 1 above, the Employer shall not be required to negotiate on the merits of the dispute which gave rise to the action until such conduct has ceased.

Section 3.

In the event of any conduct prohibited in Section 1 above, the Employer agrees that such violation of this Agreement shall not cause the Union, its officers, agents and employees to be liable for damages, provided the Union, its officers, agents and employees, a) immediately instruct the involved employees in writing that their conduct is in violation of the Agreement and that they may be discharged, b) directs such employee or group of employees to immediately resume normal work activity and cease the offending conduct, and c) otherwise take all effective means to terminate the unauthorized conduct by employees.

Section 4.

In the event an individual employee or group of employees engages in any of the prohibited activities set forth in Section 1 above, the Employer shall have the right, at its discretion, to discipline or discharge such employee or group of employees. However, it is understood and agreed that if there is a dispute as to whether an employee has engaged in the prohibited activities set forth in Section 1 above, the employee or employees may process a grievance limited to the issue of whether they engaged in the prohibited activity, starting at Step III of the Grievance Procedure. Such grievances shall be filed with the Employer within three (3) work days after such discipline or discharge, except in extenuating circumstances beyond the control of the employee, in which event the employee must file a grievance as soon as he is physically able to do so. The grievance procedure set forth herein provides the sole and exclusive remedy for the settlement of employee grievances.

Section 5.

The Employer agrees that it will not lockout any employee during the term of this Agreement. However, if any employee is unable to work because equipment; facilities, labor or other resources are not available due to a strike, work stoppage, slowdown or other interference by the

Employer's employees prohibited under Section 1 above, or because of the actions of employees of another employer, such inability to work shall not be declared a lockout.

ARTICLE IX  
SPECIAL CONFERENCES

Section 1.

Special Conferences may be held for the purpose of considering matters of mutual interest, other than grievances under consideration in the Grievance Procedure. Such conferences shall be subject to mutual agreement of the Employer and the Union and shall be scheduled and held in a timely manner.

Section 2.

Arrangements for such conferences shall be made in advance and an agenda of the specific matters to be taken up at the meeting shall be presented prior to the conference including a time limit placed upon the length of each meeting.

Section 3.

Actions taken pursuant to Special Conferences shall in no way change or alter any of the provisions of the parties' Collective Bargaining Agreement or the rights of either the Employer or the Union under the terms of this Agreement.

Section 4.

Further, any matter or action discussed by the parties in Special Conferences shall not be deemed binding unless expressly set forth in writing through a Memorandum of Understanding that is signed by the Union and the Employer.

ARTICLE X  
PROBATIONARY EMPLOYEES

Section 1.

A new employee in the bargaining unit shall be considered a probationary employee for the first one hundred eighty (180) calendar days of his employment since his last date of continuous hire or entry into the bargaining unit. After an employee has satisfactorily completed his probationary period, he shall be entered on the seniority list and credited with seniority from his last date of continuous hire.

Section 2.

The decision to discipline, discharge, and/or decide whether or not an employee successfully completes his probationary period shall vest exclusively in the Employer and shall not be subject to the grievance and arbitration procedures of this agreement.

Section 3.

The Employer shall have no responsibility for the re-employment of a probationary employee if he is laid off or discharged during the one hundred eighty (180) calendar day probationary period.

ARTICLE XI  
SENIORITY

Section 1. Definition of Seniority

Employees hired on or before December 28, 2018, shall have the seniority dates referenced in Appendix E. For all employees hired after December 28, 2018, seniority shall be defined as the employee's length of continuous service with the Employer since his last day of hire.

If two or more employees are hired on the same date, the employee with the highest social security number shall have the higher seniority.

Section 2. Loss of Seniority

An employee shall lose seniority and his employment shall be terminated for any of the following reasons:

- (a) The employee quits.
- (b) The employee is discharged for cause and is not reinstated through the Grievance Procedure.
- (c) The employee has been on layoff for the length of his seniority or three (3) years, whichever is shorter.
- (d) The employee does not report for work from a layoff within five (5) working days after being notified by the Employer at the last address shown in the Employer's record by certified mail, with a copy to the Union's Unit President.
- (e) The employee fails to report to work on the first day following expiration of a leave of absence, unless the employee's failure to report was the result of an emergency, in which event the employee must report as soon as he is physically able to do so. The employee is employed elsewhere during a leave without approval of the Employer.

- (f) An employee is absent for two (2) consecutive working days without notifying the Employer, unless the employee's failure to provide such notice was due to an incapacitating condition in which event the employee must provide such notice as soon as he is physically able to do so.
- (g) An employee is on a medical or disability leave of absence for more than two and one-half (2-1/2) years. If an employee goes on a leave of absence within ninety (90) days after his return from a previous leave of absence, he shall be deemed to be continuing the original leave of absence.
- (h) An employee is on workers' compensation for more than three (3) years.

### Section 3. Layoff and Recall

- (a) Alternative to Layoffs. Where possible, the Employer will endeavor to provide employees with ten (10) calendar days advance written notice of permanent layoffs and, upon the Union's request, will meet to discuss alternatives to the layoff that may be mutually agreeable to the Union and the Employer. Such meeting or discussion shall not serve to delay any layoff, except as otherwise agreed to in writing by the Employer.
- (b) Order of Layoffs. When the Employer elects to make a reduction in the level of employment in any job classification, such reduction shall be accomplished by first releasing all temporary, co-op, intern, and on-call employees in the affected classifications, in any order, followed by probationary employees in the affected classifications, in any order. If the Employer elects to make further reductions, part-time seniority employees in the affected classifications shall be released next beginning with the least senior employee. If the Employer elects to make still further reductions, then full-time seniority employees in the affected classifications shall be released, beginning with the least senior employee.

The Employer will provide the following information by written notice to the affected employee: effective date of layoff, a list of job classifications in which the affected employee is eligible to bump and any associated issues of qualifications from the aforementioned job classification list. Within 48 hours after receipt of the layoff notice, the affected employee shall notify the Human Resources Director if he desires to exercise his right to bump into another position. The 48 hour period shall not include Saturdays, Sundays, or days recognized as paid holidays as provided in Article 19 of this Agreement.

- (c) Bumping Rights of Full-Time Employees. A released full-time employee may, in lieu of layoff,<sup>1</sup> exercise his bargaining unit seniority to bump the least senior full-time or part-time employee in his current job classification in the bargaining unit, provided the

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<sup>1</sup> If an employee waives his right to bump a less senior employee and instead opts to take a layoff, it is understood the employee may thereafter only return to active service if there is a future vacancy as provided in Section 4, Recall, below.



senior employee is fully qualified and capable of performing the work of such position.

If there is no such less senior employee in his current job classification in the bargaining unit, the released employee may exercise his bargaining unit seniority to bump the least senior full-time or part-time employee in his current pay grade, provided the released employee is fully qualified and immediately capable of performing the work of such position.

If there is no such less senior employee in his current pay grade, the released employee may exercise his bargaining unit seniority to bump the least senior full-time or part-time employee in a lower pay grade, provided the released employee is fully qualified and immediately capable of performing the work of such position.

If there is no less senior employee holding a position in a pay grade lower than that held by the released employee and for which he is fully qualified and immediately capable of performing the work, such employee shall be laid off.

- (d) Bumping Rights of Part-time Employees. A released part-time employee may, in lieu of layoff,<sup>2</sup> exercise his bargaining unit seniority to bump the least senior part-time employee in his current job classification in the bargaining unit, provided the senior employee is fully qualified and capable of performing the work of such position.

If there is no such less senior employee in his current job classification in the bargaining unit, the released employee may exercise his bargaining unit seniority to bump the least senior part-time employee in his current pay grade, provided the released employee is fully qualified and immediately capable of performing the work of such position.

If there is no such less senior employee in his current pay grade, the released employee may exercise his bargaining unit seniority to bump the least senior part-time employee in a lower pay grade, provided the released employee is fully qualified and immediately capable of performing the work of such position.

If there is no less senior employee holding a position in a pay grade lower than that held by the released employee and for which he is fully qualified and immediately capable of performing the work of such position, such employee shall be laid off.

- (e) Recall from Layoff. Full-time and regular part-time employees to be recalled from layoff shall be recalled within their respective former group (i.e., full-time or part-time), paygrade, and classification on the basis of seniority, most senior first, provided they continue to be qualified in all respects to perform the available work. The Employer agrees to discuss any recall not based on seniority with the Union. The Employer shall notify employees to be recalled by certified mail at the employee's last known address.

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<sup>2</sup> See Footnote 1.

Notices of recall shall be delivered by certified mail, return receipt requested, to the employee's last known mailing address. A copy of an employee's notice of recall shall be sent to the Unit President. Each recalled employee must report for work within ten (10) workdays of mailing of notice of recall. If a recalled employee fails to report to work within ten (10) workdays, he shall be considered as having voluntarily quit.

The employee with the most bargaining unit seniority on layoff shall be given preference over non-bargaining unit applicants in consideration for any posted vacancy within the bargaining unit, provided he meets the minimum qualifications for the position.

An employee who is laid off and bumped into a new position shall have his rate of pay frozen if that rate is within the minimum/maximum of the new classification. The employee's rate shall move to the next step in the new classification at the same time the employee would have moved to the next rate in his former classification. If the employee's frozen rate is not within the minimum/maximum of the new classification, then he shall be placed at the maximum rate specified for the new classification.

#### Section 4. Vacancies

The Employer will post a notice of job vacancy on the Union bulletin boards giving all employees an opportunity to make application for the job by filing written notice of intent including a statement of qualifications that meet the requirements of the job description to the County of Midland Human Resources Department. All employees who are on disability, or workers' compensation, or other form of leave at the time of posting shall be eligible to apply. Such notice shall be posted for a period of at least seven (7) working days. The job posting notice will show the classification and rate of a job vacancy. During the bidding period, the Employer may make a temporary assignment to fill the posted vacancy. An employee bidding into a change of classification shall be given up to sixty (60) days to demonstrate he is able to satisfactorily perform the job. If such employee fails to satisfactorily perform the job within said period, or wishes to withdraw from said job, he shall be returned to the previous or an equal vacant position without loss of seniority.

#### Section 5. Testing Procedures

The Union will be notified of any testing procedures used by the Employer in filling job postings.

#### Section 6. Regular Scheduled Shift Changes

In the event that a regularly scheduled shift becomes available, the Employer shall post on Union bulletin boards for seven (7) days to provide an opportunity for all bargaining unit members to submit a letter of interest. All such transfers shall be based on seniority and compliance with the Employer's gender policy. Upon mutual agreement of the Employer and the Union, an expedited shift transfer process may be utilized wherein a phone call to all employees with verbal response may be made to complete the transfer.

When an employee is away from work for one month or more on any approved leave, the shift and hours will be offered by seniority to the most senior person first.

When an employee returns to work from any approved leave, the employee shall be returned to the previous shift and grade assigned.

## ARTICLE XII DISCIPLINARY PROCEDURE

### Section 1. Just Cause.

Seniority employees will be disciplined only for just cause and within a reasonable time period not to exceed two months from the time the Employer has actual knowledge of the event and a reasonable understanding of the behavior in question.

### Section 2. Union Representation.

If an employee requests the presence of a unit grievor during an investigation of misconduct which the employee reasonably believes may result in that employee being disciplined, the Employer shall hold in abeyance further questioning of the employee until the unit grievor is present.

### Section 3. Examination Of Personnel File.

Employees may examine and copy their own individual personnel files at reasonable times. The County may assess a reasonable charge for this service.

### Section 4. Grievances Protesting A Suspension.

Grievances relating to the suspension of an employee shall be initiated by the Union at Step III of the grievance procedure within ten (10) work days of the employee's suspension.

### Section 5. Grievances Protesting A Discharge.

Grievances relating to the discharge of an employee shall be initiated by the Union at Step III of the grievance procedures within ten (10) work days of the employee's discharge.

### Section 6. Personnel File.

All records of disciplinary action against an employee shall be deleted from the employee's personnel file after three (3) years.

ARTICLE XIII  
WORK RULES AND REGULATIONS

The Employer shall have the right to make, modify (including the elimination of same) and enforce reasonable rules and regulations relating to employee conduct. Such rules shall be observed by all employees. Employees who fail to abide by the Employer's rules and regulations shall be subject to discipline, up to and including termination. Employees will be notified when Policy and Procedure manuals are updated.

ARTICLE XIV  
WORK BY SUPERVISORS AND OTHER  
NON-BARGAINING UNIT EMPLOYEES

Supervisors and other non-bargaining unit employees shall be permitted to perform bargaining unit work without restriction. By way of illustration but not by way of limitation, such persons may perform bargaining unit work:

- (a) to perform necessary work when difficulties are encountered on the job. to fill-in where regular employees in any classification and/or any given shift do not report for work or are not available.
- (b) to instruct or train employees.
- (c) to do experimental work on a new job.
- (d) to supplement or augment the workforce.
- (e) Employees who are selected, promoted or transferred to supervisory or managerial positions in the employment of the Employer shall continue to accrue seniority for up to six months while employed by the Employer outside the Bargaining Unit.

If such employees continue to be employed by the Employer outside the Bargaining Unit beyond six months, they will no longer accumulate seniority in the Bargaining Unit but they shall retain their seniority and may return to their previous shift and grade for up to one year.

After one year from the effective date of the promotion or transfer, employees employed by the Employer outside the Bargaining Unit shall forfeit accumulated seniority and the right to return to the Bargaining Unit.

ARTICLE XV  
JOB CLASSIFICATIONS & DESCRIPTIONS

Section 1. General

The Employer will maintain job classifications and/or descriptions for all jobs covered by this Agreement, which shall be subject to periodic review and revision as the Employer deems appropriate. Job descriptions will be made available to the Union Griever or affected employees upon their reasonable request.

Section 2. New or Revised Job Classifications and/or Descriptions

In the event the Employer creates a new job classification and/or description or revises an existing job classification and/or description in the bargaining unit after January 1, 2017, the Employer shall provide the Union a copy of the new or revised job classification or job description and its pay grade. If requested within ten (10) calendar days after such notification, the Human Resources Director and the Department Head shall meet with the Union's Griever and Staff Representative to discuss the pay grade of the new or revised job classification and/or job description. If following such discussion, there is a dispute as to the pay grade of the new or revised job classification and/or description, such dispute shall be an appropriate matter for grievance initiated at Step III of the grievance procedure. If a grievance is subsequently referred to an arbitrator, he/she shall use as the basis for his/her decision the factors and information referenced in Appendices A and B of this Agreement, the former and proposed job classification and/or description, and MCS's 2016 Job Analysis Questionnaire, Job Evaluation Plan and Point Factor Evaluation. (See Appendices A, B-1 and B-2 of MCS's 2016 Classification and Compensation Study — Final Report).

Section 3. No Limitation on Management Rights

Nothing contained in this Agreement, the MCS's 2016 Classification and Compensation Study, or employee job classifications and descriptions shall in any way be interpreted to restrict the Employer's management rights as set forth in Article V.

Section 4. Cross Training.

Full-time and part-time youth development workers shall be cross trained for detention and day treatment assignments and eligible for transfer from one program to another as shifts come open.

ARTICLE XVI  
HOURS OF WORK

Section 1. Workweek Defined.

For the purposes of computing the pay of employees, the workweek shall consist of seven (7) calendar days commencing at 12:01 a.m. on Saturday and ending the following Friday at 12:00 midnight. The Employer shall determine each employee's hours of work and work schedule.

Section 2. Overtime.

- (a) Employees shall receive overtime compensation or compensatory time off in accordance with applicable state and federal law.
- (b) In lieu of payment of overtime at the rate of time and one-half, the employees may elect to have the equivalent in time placed in a compensatory time off bank in whole hour increments only. Employees will be allowed to accumulate and use up to eighty (80) hours of compensatory time per year. Carryover of compensatory time into the next year shall not exceed twenty four (24) hours. Any hours above the twenty four (24) hour carryover of compensatory time shall be paid to the employee in the first pay period of the following year at their December 31st rate of pay. It is expressly understood that the decision to elect and receive compensatory time in lieu of pay rests with the employee. Utilization of compensatory time off shall be handled under the same scheduling policies in effect for the granting of Annual Leave.
- (c) If an employee is required to work over eight (8) hours in a workday, the Employer may, at its discretion, flex the employee's work time within the applicable workweek on a hour-for-hour basis for the purpose of avoiding working the employee in excess of forty (40) hours in the workweek. The Employer will give consideration to the employee's reasonable preference in the scheduling of flex time off.
- (d) There shall be no duplication or pyramiding of overtime pay.
- (e) The Employer reserves the right to fill vacancies by using part-time and on-call employees; however, in the event that overtime becomes necessary, a rotational overtime call-in list shall be established utilizing regular full-time employees.
- (f) Except as hereinafter provided, paid annual leave, paid funeral leave, paid compensatory time off, paid jury duty, required court attendance, and all other paid time off shall not be considered as time worked for purposes of overtime computation. Paid holidays shall be considered as time worked for purposes of overtime compensation.
- (g) Time spent on preparation of transcripts by court recorders or reporters shall not be included in computation of hours worked for purposes of computing overtime. Staff is expected to complete transcripts outside of normal work hours unless otherwise directed by the Employer.

Section 3.

- (a) Employees called in or scheduled outside of their normal work hours shall be paid a minimum of two (2) hours at the applicable rate. Staff meetings, training, or call-ins less than two (2) hours before the start of the employee's regular shift or the extension of less than two (2) hours after the end of the employee's regular shift are not included for purposes of this section.
- (b) Mandatory stay over to the next shift, while awaiting a replacement, will be done by starting with the most senior person on that shift on a voluntary basis. If the position is not filled, the vacancy may be filled by an on-call employee on that shift. If a qualified on-call employee does not volunteer, then the least senior person on that shift will be required to fill the position. The policy of maintaining one full-time employee on all shifts and the Employer's gender policy will be continued. An employee who has worked twelve (12) or more consecutive hours is exempt from being mandated to work additional hours if an employee on shift has worked less than twelve (12) consecutive hours.

Section 4.

For scheduled leave and unplanned absences, each on-call worker will be offered two shifts per week, after which part-time employees will be asked to fill in for employees who are absent. On-call employees will again be contacted if part-time employees are not available.

Section 5.

Employees within the same job classification will be allowed to initiate a trade of up to one work shift per week with other employees; provided, however, that the trade of shift does not result in overtime and complies with all staffing requirements.

ARTICLE XVII  
COMPENSATION

Section 1. Pay Periods.

Employees will be paid every other Friday. One (1) week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 2. Job Evaluation Plan.

During calendar year 2016, the Employer engaged the services of Municipal Consulting Services LLC ("MCS") to conduct a classification and compensation study for selected employees of Midland County. After careful review of the results of the study, the parties have agreed upon attached Appendices A and B setting forth employee pay grades, job classifications, and wage

schedules. The Employer and the Union agree upon and accept the job classifications and job descriptions in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

The parties have also reviewed MCS's job descriptions, Job Analysis Questionnaire, and Job Evaluation Plan. The Employer and the Union agree that the job descriptions accurately reflect the duties and responsibilities performed by the employees. It is also agreed that MCS's Job Evaluation Plan provides a fair and accurate assessment of each job classification subject to the Study.

Effective January 1, 2017, all employees in the bargaining unit who were on the County's payroll as of December 20, 2016, had their annual Step Advancement anniversary date changed to January 1. On January 1 of each year thereafter, such employees shall advance on the wage schedule until they reach the maximum of the pay schedule for their classification and pay grade. (Appendix B).

All employees who commence employment with the Employer after December 20, 2016, shall commence employment at the minimum step for their pay grade and classification as provided in Appendix B, and, except as hereinafter provided, shall advance annually thereafter on the anniversary of their initial date of employment until they reach the maximum of the pay schedule for their classification or pay grade. (Appendix B)

Notwithstanding the foregoing, annual advancements on the salary schedules shall continue to be dependent upon the employee's performance being satisfactory or above during the preceding period.

### Section 3. Pay Adjustments for Promotions and Transfers to Regular Position Vacancies.

- (a) If an employee is promoted to a classification in a higher pay grade, his base salary shall be increased to the rate specified for that step of the new classification which will result in an annual base salary increase of at least \$250.00 above the base salary he was last paid in his former position.
- (b) If an employee transfers to a classification in the same pay grade, his base pay shall remain the same.
- (c) If an employee transfers to a classification in a lower pay grade, he shall be placed at the same step on the salary schedule in such lower graded position as the step on which he was placed at the time of his transfer and his base rate reduced accordingly.
- (d) An employee who is promoted or transferred after December 20, 2016, shall advance annually thereafter on the anniversary of said promotion or transfer until he reaches the maximum of the pay schedule for his classification and pay grade. (Appendix B)
- (e) An employee who is temporarily assigned to, and required to do the essential duties of a position in a higher pay grade for a period of four (4) consecutive hours or longer shall,



for the duration of such temporary assignment, receive the rate of pay for the lowest step within the new grade which assumes a \$250 annualized increase. All such assignments shall be in writing.

Section 4. Transfers From Full-Time to Part-Time Status.

A full-time employee who transfers from full-time to part-time status shall forfeit all eligibility for insurance benefits and all other fringe benefits not payable to part-time employees, effective with the date of said transfer.

Section 5. Transfers from Part-Time to Full-Time Status.

An employee who transfers from part-time to full-time status shall have his hours worked as a part-time employee equated to full-time service for purposes of placing him on the appropriate step of the salary schedule. All fringe benefits shall commence on the first day of the following month of the date of the employee's transfer to full-time status. For purposes of equating part-time to full-time service, eight (8) hours worked shall constitute one (1) workday and 2,080 straight-time hours worked shall constitute one (1) year of full-time service.

Section 6. Wage Shortages.

If there is a shortage in an employee's pay, it shall be corrected in the next paycheck provided the employee reports the error on or before Thursday of the week preceding the week in which the paycheck is to be issued. Errors reported after said Thursday will be corrected in the next succeeding paycheck.

Section 7. Wage Overpayments.

Wage overpayments shall be subject to collection by the Employer in accordance with the provisions of law, including involuntary withholdings from an employee's pay.

Section 8. Shift Premium.

Employees working the midnight shift shall receive a \$.65 per hour shift premium over and above their regular pay. Employees of 24-hour facilities working on any shift other than the midnight shift between 10:00 p.m. Friday and 10:00 p.m. Sunday shall receive a \$.30 per hour shift premium over and above their regular pay.

Section 9. Day Treatment Assignment

Youth Development Workers assigned to Day Treatment or Detention during the first or second shift shall be provided a supplemental premium of \$.50 per hour.

ARTICLE XVIII  
HOLIDAYS

Section 1.

The Employer recognizes the following paid holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- December 24, Christmas Eve Day
- Christmas Day
- New Year's Eve Day

Whenever a holiday falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on Sunday, the following Monday shall be observed as a holiday. The holiday period shall extend from 6:00 a.m. the day of the holiday until 6:00 a.m. the next day.

Section 2.

Regular full-time employees shall receive eight (8) hours of straight time pay as holiday pay for designated holidays.

Section 3.

Regular part time employees shall receive holiday pay only when the holiday falls on one of their regularly scheduled workdays and only for their regularly scheduled work hours. (e.g., If an employee regularly works from 8:00 a.m. to 5:00 p.m. on Monday and Wednesday and the holiday is observed on Monday, the Employee will receive holiday pay for his normally scheduled (i.e., non-overtime) work hours on Monday. If the holiday is observed on Thursday, the employee will receive no holiday pay.) It is explicitly agreed that this provision shall not apply to those non-regularly scheduled work days and shifts resulting from a shift trade.

Section 4.

Regular 24-hour shift employees (currently Juvenile Detention), shall celebrate any given Holiday on the calendar day of the Holiday. All other shift or non-shift employees of the Bargaining Unit shall celebrate a Holiday as outlined in Article XIX, section 1 of this Agreement.

Section 5.

Employees requesting time off on a holiday will be granted such request, subject to maintaining adequate staffing. The employee will receive pay per Section 3 of this Article and will not be permitted to use annual leave time.

Section 6.

Employees shall receive time and one-half or, in lieu thereof, compensatory time off, for working on a designated holiday. Such pay or compensatory time off shall be in addition to regular holiday pay for the holiday. Extra holiday work will be offered first to regular full-time and then regular part-time bargaining unit employees at the time and one-half rate.

Employees who desire compensatory time off in lieu of time and one-half for working a holiday may have such time added (in whole hour increments only) to the compensatory time bank referenced in Article XVI, Hours of Work, Section 2. Overtime. The combined total of compensatory time due to working overtime and on holidays may exceed eighty (80) hours per year; however, in no circumstances may the carryover of compensatory time due to work on the holiday and overtime, either individually or in combination, exceed twenty-four (24) hours. Any hours above the authorized carryover of twenty four (24) hours compensatory time will be paid to the employee in the first pay period of the following year at their December 31st rate of pay. It is expressly understood that the decision to elect and receive compensatory time off in lieu of pay rests with the employee. Utilization of compensatory time off shall be handled under the same scheduling policies in effect for the granting of Annual Leave.

ARTICLE XIX  
INSURANCE

Section 1. Health Insurance.

- (a) For employees hired on or before July 31, 2003, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. (rev. effective January 1, 2018; Appendix C-1 )

For employees hired after July 31, 2003, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue Cross-Blue Shield. (rev. effective January 1, 2018; Appendix C-2)

Employees hired after July 31, 2003, shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield PPO4. The amount will be adjusted on January 1 of each subsequent year of the contract. The cost for such purchase during the year will be the difference in rates between the PPO8 Plan (rev. effective January 1, 2018; Appendix C-2) and the PPO4 Plan (rev. effective January 1, 2018; Appendix C-1).

- (b) In addition to any other costs for which the employee may be responsible as herein provided, all employees may select and are provided coverage under this Agreement shall pay the difference between the Employer's maximum contribution under Section 3 of Publicly Funded Health Insurance Contribution Act, Act 152 of the Michigan Public Acts of 2011 and the illustrated premium cost of the plan selected. Employee contributions shall be deducted once a month through automatic payroll deductions.
- (c) The terms, conditions, exclusions and limitations specified in the Employer's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.
- (d) To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's Human Resources Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application during an open enrollment period, unless the employee presents verifiable proof of having lost alternate coverage through another source. Subject to carrier approval, employees who have lost medical coverage through another source shall be permitted to immediately enroll in the Employer's medical plan.
- (e) Except as otherwise expressly provided in this Agreement, when on an authorized unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group medical benefits shall automatically terminate on the last day of the current month after the effective date of the unpaid leave of absence.
- (f) Except as otherwise provided under COBRA or this Agreement, an employee's group medical benefits coverage shall terminate on the date the employee goes on leave of absence, terminates, retires, the group medical benefits plan terminates, or on the 30th day following the date that the employee is laid off. Upon return from a leave of absence or layoff, an employee's group medical benefits coverage shall be reinstated commencing with the billing month following such return.
- (g) An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.
- (h) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.

- (i) To be eligible for health insurance coverage as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.
- (j) The Employer's responsibility to pay for any of the foregoing group medical benefits shall terminate as of the expiration date of this Agreement.
- (k) Employees who elect to opt out of the health insurance plan shall receive payments of \$150.00 per month if they can provide evidence of health insurance elsewhere.

## Section 2. Dental and Vision Insurance.

- (a) The Employer agrees to continue to provide each regular, full-time seniority employee, and his eligible dependents with Blue Cross-Blue Shield dental and vision insurance benefits. (Appendices C-1 and C-2),
- (b) The dental and vision care benefits set forth above shall commence on the first day of the month following the employee's thirtieth (30th) day of continuous employment, subject to the terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions pertaining to coverage are as stated in the Employer's policies or in its insurance policy.
- (c) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Human Resources Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from participating in such benefits plan until such time as he enrolls and makes proper application during an open enrollment period.
- (d) Except as otherwise provided under COBRA or this Agreement, an employee's dental and vision care benefits coverage shall terminate on the date the employee is laid off, goes on leave of absence, terminates, retires or the dental and vision care benefits coverage terminates. Upon return from a leave of absence or layoff, an employee's dental and vision care benefits coverage shall be reinstated commencing with the billing month following such return.
- (e) An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.
- (f) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.
- (g) The Employer's responsibility to pay for any of the foregoing dental and vision care benefits shall terminate as of the expiration date of this Agreement.

### Section 3. Life and Accidental Death and Dismemberment Insurance.

- (a) The Employer will provide the Life and Accidental Death and Dismemberment Insurance Benefits presently in effect for all regular, full-time seniority employees covered by this agreement in the amount of \$50,000.
- (b) Coverage shall commence on the first day of the month following the employee's thirtieth (30th) day of continuous employment.
- (c) The foregoing description of benefits represents only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's policies or in its insurance policy.
- (d) To qualify for the group term life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Human Resources Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from such benefits coverage. An employee who declines coverage shall be required to execute a waiver of coverage.
- (e) The Employer shall pay the cost of maintaining the above coverage for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group term life and accidental death and dismemberment benefits shall automatically terminate upon the effective date of the unpaid leave of absence.
- (f) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee terminates, retires, the group term life and accidental death and dismemberment benefits plan terminates, or on the 30th day following the end of the month that the employee is laid off. Upon return from a leave of absence or layoff, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the billing month following such return.
- (g) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.

- (h) The Employer's responsibility to pay for any of the foregoing group term life and accidental death and dismemberment benefits shall terminate as of the expiration date of this Agreement.

Section 4. Short Term and Long Term Disability Benefits.

- (a) The Employer shall continue to provide the following short term and long term disability benefits to regular, full-time seniority employees:

Short term Disability Plan

- Waiting Period - 7 calendar days
- Percentage of Pay — 66 2/3 % of gross pay
- Maximum Monthly Benefit Amount - \$4,000.00 per month
- Maximum Period of Benefits - 6 months

Long Term Disability Plan

- Waiting Period - 6 months
- Percentage of Pay — 66 2/3 % of gross pay
- Maximum Monthly Benefit Amount - \$4,000.00 per month
- Maximum Period of Benefits - 2 years

- (b) The foregoing provisions represent only an outline of the coverage provided. The terms, conditions, exclusions, limitations, deductibles and other provisions of coverage are as stated in the Employer's policies or in its insurance policy.
- (c) The Employer shall pay the cost of maintaining the above coverage for the period that the employee is on the active payroll.
- (d) An employee's short term and long term disability benefits plan shall terminate on the date the employee is laid off, goes on leave of absence, terminates, retires, or the short term disability benefits plan terminates. Upon return from a leave of absence or layoff, an employee's short term and long-term disability benefits plan shall be reinstated commencing with the billing month following such return.
- (e) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.
- (f) The Employer's responsibility to pay for any of the foregoing short-term and long term disability benefits shall terminate as of the expiration date of this Agreement.

Section 5. Workers' Compensation.

The Employer shall provide Workers' Compensation protection for all employees.

ARTICLE XX  
RETIREMENT

Section 1. Defined Benefit Plan (Employees hired on or before 12/31/2006)

All regular full-time employees shall continue to be covered under the Midland County Employees' Retirement System, subject to such terms and conditions in effect on the date this Agreement takes full force and effect. The multiplier for members of the bargaining unit shall be two and one-quarter percent (2.25%).

An employee shall become eligible for full retirement benefits upon accumulation of eighty-five (85) "points" (age plus years of service).

Section 2. Defined Contribution Plan (Employees hired on or after 1/1/2007)

Regular full-time employees hired 1/1/2007 or later, shall be required to participate in a County sponsored Defined Contribution Plan. Both the County and employees shall be required to contribute to the Plan. The County's contribution on behalf of employees shall be 5.0% of wages in calendar years 2019 and 2020, and 6% of wages commencing January 1, 2021. Effective April 1, 2019, employees shall be required to contribute 4% of wages to the Plan in calendar year 2019. Commencing January 1, 2020, employees shall be required to contribute 5% of wages to the Plan. Commencing January 1, 2021, employees shall be required to contribute 6% of wages to the Plan.

The employee shall be 100% vested in all employee contributions. The Employer contributions shall be subject to the following vesting schedule:

<u>Years of Service Completed</u>	<u>Vesting</u>
Zero	0%
One	25%
Two	50%
Three	75%
Four	100%

Section 3. Early Retirement.

If any other county employees or group of employees within the county is offered an early retirement window, the same offer shall be made to members within this unit.



#### Section 4. Retiree Health Care Insurance.

Employees hired on or after January 1, 2007 shall not be eligible to participate in the Retiree Health Care Plan. For full-time employees hired prior to January 1, 2007, upon retirement, those employees who are not Medicare eligible will be eligible for the same health, dental and vision benefits under the same terms and conditions as the County provides for its active employees. At age 65, the retiree must enroll in Part B Medicare Program at his or her own expense. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complimentary Coverage Option 1 or its equivalent coverage. The Employer shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions:

The Employer shall pre-fund the retiree health care program by establishing a separate fund called the "Retiree Health Care Plan" that will be used for the purpose of paying retiree health care premiums. The Employer shall annually budget sufficient funds as a contribution to the "Retiree Health Care Plan" in accordance with GASB (Governmental Accounting Standards Board). Three percent (3%) of each employee's biweekly base pay shall be deducted from each employee's pay for deposit into the "Retiree Health Care Plan" to assist in the funding of future health care benefits for the retiree and their spouse. If the employee quits or leaves employment with the Employer for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the "Retiree Health Care Plan," along with accumulated interest thereon as determined by the Employer.

A retiree's spouse who is covered by health care benefits from the spouses' employer shall not be allowed to participate in the Employer sponsored retiree health care program.

A retiree and spouse shall be allowed to participate in the retiree health care plan benefit, provided they meet the following requirements:

- (a) The recipient must be an active retiree of the Employer and must be receiving monthly retirement benefits pursuant to the Midland County Retirement System.
- (b) Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.
- (c) Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance. In the event a dependent child is the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the

dependent child shall continue to receive health care coverage in compliance with state and federal law.

- (d) An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to retiree health care benefits for the employee and their spouse. The Employer shall pay 100% of the health care premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference. The Employer shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's health care premiums for each year of service in excess of ten (10) years of service for retiree health care.

ARTICLE XXI  
ANNUAL LEAVE DAYS

Section 1.

New hires will accrue annual leave each month for the first twelve months of employment. The amount of annual leave accrued will be 8 hours each month multiplied by the board-approved position FTE. Full-time employees will accrue 8 hours each month while a 0.50 FTE will accrue 4 hours each month. (For example, full time employees will accrue 8 hours each month while a 0.50 FTE position will accrue 4 hours each month.)

Section 2.

Annual leave front-loads will be effective January 1 of each calendar year except for employees who have not completed the first 12 months of employment. Upon the employee's one-year anniversary, the front-load will be pro-rated based on the number of months remaining in the calendar year. (The term "front load" means annual leave hours for the calendar year will be credited to the employee's annual leave bank January 1 of each year for use throughout the calendar year.)

Annual leave amounts are set forth in the following tables:

Employees hired prior to November 15, 1993:

After 1 year	25 days or 200 hours
After 5 years	29 days or 232 hours
After 10 years	32 days or 256 hours
After 15 years	33 days or 264 hours

Employees hired on or after November 15, 1993:

After 1 year	18 days or 144 hours
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After 5 years	22 days or 176 hours
After 10 years	25 days or 200 hours
After 15 years	26 days or 208 hours
After 20 years	27 days or 216 hours

Section 3.

An employee on a temporary assignment in a position with a higher Board Approved Budgeted FTE will continue to earn annual leave hours at the rate of their regularly assigned FTE and not at the higher rate of the temporary assigned position.

Section 4.

An employee may elect to cash out up to two (2) days of unused annual leave days, not to exceed 16 hours per full-time employee and prorated for eligible part-time employees based on their Board approved FTE. Letters to request the payment for unused annual leave time shall be received by the Finance Department by November 15 each year. The money shall be paid to employees in the first paycheck that is feasible for the Finance Department in the month of December.

Section 5.

Employees are allowed to carryover up to 80 hours of annual leave from one calendar year to the next. Any hours in excess of 80 hours shall be forfeited with no compensation.

Section 6.

Employees hired prior to January 1, 2019 who retire or resign with a minimum of 10 days' notice shall be compensated for the remaining balance of hours in the annual leave bank upon termination of employment plus the subsequent year's annual leave, pro-rated based on the number of months of employment. Employees who retire/resign as of October 1 shall receive the entire subsequent year's annual leave without pro-ration. (Example: Jim elects to retire on July 1. His annual leave balance as of July 1 is 56 hours. Jim has been employed for 16 years. Jim will also be compensated for 208 hours, pro-rated for 6 of the 12 months he worked in the year of his retirement. Jim's total annual leave compensation will be 160 hours.)

Section 7.

Employees hired after January 1, 2019 will need to meet retirement eligibility requirements to receive any portion of the subsequent year's annual leave allowance upon separation of employment.

Section 8.

Employees who are laid off, including seasonal, may elect to be compensated for the remaining

balance of hours in their annual leave bank.

Section 9.

In the event of death, the remaining balance of hours in the annual leave bank shall be compensated to the estate.

Section 10.

Employees who are discharged for cause from employment or retire/resign with less than 10 days' notice shall not receive compensation for the remaining balance of hours in the annual leave bank.

Section 11.

Any employee requesting four (4) days or more in a given week shall have priority over any employee who has previously received approval by the Employer for less than four (4) days off in that workweek. The use and scheduling of leave days is subject to the prior approval of the Employer. The procedure for scheduling leave days shall be as follows: The employee shall submit a written request not less than three (3) days prior to commencement of the leave. (Leaves may be scheduled on shorter notice only with the approval of the Employer. Such approval shall not be unreasonably denied.) The request shall be in writing and give the beginning and ending dates of such requested leave. The Employer shall grant or deny such request, in writing, within two (2) days of receipt of such request. Use of more than ten (10) consecutive leave days or compensatory time takes express approval of the Employer. Such approval shall not be unreasonable denied.

Section 12.

Employees who voluntarily leave employment and are hired back shall have their annual leave front-loaded to their bank consistent with the total sum of years employed and pro-rated based on the number of months remaining in the calendar year.

Section 13.

Annual leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred upon approval of the Department Head and Human Resources.

Section 14.

Planned annual leave shall be scheduled between the Department Head and the employees involved.

Use of annual leave for medical reasons are considered granted upon the employee's notification to the Supervisor. (The Supervisor may request appropriate documentation covering the period

of absence.) The Department Head shall, in all planned annual leave cases, make the final decision involving annual leave allocation, both as to the number that may be off at any one time and annual leave dates. In case of differences in meeting staffing requirements, the senior employee(s) shall be entitled to the preference.

Section 15.

An employee may use leave in increments of no less than one-half hour.

ARTICLE XXII  
UNPAID FAMILY AND MEDICAL LEAVE

The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control.

ARTICLE XXIII  
OTHER LEAVES OF ABSENCE

Section 1. Personal Leave of Absence.

Any employee desiring a personal leave of absence from his employment shall secure written permission from the Employer. Leaves of Absence of up to thirty (30) days without pay may be granted subject to the availability of an adequate replacement. Any such requests must be in writing and submitted five (5) work days prior to the date of anticipated absence. Extensions of said leaves may be approved for an additional period of thirty (30) days at the discretion of the Employer. All insurance coverage shall be continued during a personal leave.

Section 2. Union Leave.

Members of the Local Union elected to or selected for International Union positions, which take them from their employment with the Employer, shall at the written request of the International Union, be granted leaves of absence without pay, for a period not to exceed one (1) year so long as adequate staffing can be maintained. Said leave shall be renewable for one (1) additional year.

Members of the Local Union called upon to perform services on behalf of the Union shall be granted leaves of absence of one (1) day to two (2) weeks without pay while on bona fide Union business, subject to the written notification by the International Union provided adequate staffing will be maintained.

Health, dental, optical, and life insurance benefits shall be continued for the first thirty (30) days of a Union leave of absence. The continuation of coverage after said thirty (30) days shall be at the employee's expense.

### Section 3. Military Leave.

Employees who enter the armed services shall be granted an unpaid military leave of absence in accordance with applicable state and federal law. Employees on such leave shall receive credited time for purposes of seniority and placement on the applicable salary schedule upon their return to regular employment with the Employer.

### Section 4. Bereavement Leave.

- (a) When death occurs in an employee's immediate family, i.e., spouse, parent, step-parent, mother-in-law, father-in-law, grandparent, parent or grandparent of a current spouse, child, brother or sister, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild, the employee, on request, will be excused with pay for any of the first (3) regularly scheduled working days immediately following the date of death.

Such leave must be taken at the time of the funeral or service, unless prior arrangement is reached with supervision to delay a portion of such leave for activities related to the death. Unrelated uses of this time are not condoned and may be subject to disciplinary action.

- (b) An employee excused from work under this Section shall receive the amount of wages, exclusive of shift or any other premiums that he would have earned by working during straight time hours on such scheduled days of work for which he was excused.
- (c) In the event of a simultaneous tragedy affecting more than one (1) of the covered relatives enumerated above, not more than three (3) regularly scheduled workdays shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.
- (d) In the event of death of an employee's aunt, uncle, nephew, niece, cousin, or great grand-parent one (1) day's paid leave will be allowed subject to the terms and conditions heretofore stated in this Section.
- (e) Other benefits shall continue to accrue and be paid as provided in this Agreement when an employee is on Bereavement Leave.

### Section 5. Jury Duty/Witness Leave.

- (a) Employees shall be granted a leave of absence with pay when they are required to report for jury duty or official county/court business in the course of employment on a regularly scheduled workday.

- (b) Employees shall be paid the difference between their jury duty compensation and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the Employer, less mileage allowance.
- (c) Employees required, whether by the Employer or any other public agency, to appear before a court or such agency on any matters related to their work for the Employer and in which they are personally involved shall be granted a leave of absence with pay for the period during which they are required to be absent from work by reason of said appearance. Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay.

Employees will be paid for the full day after turning over witness fees to the Employer, less mileage allowance.

- (d) Employees who are dismissed from court service must report to work for the balance of the day, unless at the time of their dismissal there are less than four (4) hours remaining in the workday.
- (e) Employees working 10:00 p.m. to 6:00 a.m. who spend more than four (4) hours in court service (excluding personal court matters) the morning of their regularly scheduled shift, shall not be required to report that evening. If an employee spends less than four (4) hours in court service (excluding personal court matters) the morning before their regularly scheduled shift, they shall be required to report that evening.
- (f) Employees working the afternoon shift (2:00 p.m. - 10:00 p.m.) that are required to report for court service (excluding personal matters) in the morning of a scheduled workday and are dismissed prior to noon shall not be required to work later than 6:00 p.m. that day. Employees shall not be required to report for their afternoon shift if dismissed from court service (excluding personal matters) after noon.
- (g) Employees working 11:00 a.m. – 7:00 p.m. who are required to report for court service (excluding personal matters ) in the morning of a scheduled workday and are dismissed prior to noon shall not be required to work later than 3:00 pm. that day. Employees shall not be required to report for the remainder of their shift if dismissed from court service (excluding personal matters) after noon.
- (h) Employees working 1:00 p.m. – 9:00 p.m. who are required to report for court service (excluding personal matters) in the morning of a scheduled workday and are dismissed prior to noon shall not be required to work later than 5:00 p.m. that day. Employees shall not be required to report for their shift if dismissed from court service (excluding personal matters) after noon.

Section 6. Procedure for Leaves.

- (a) An employee must submit a letter of application to his Supervisor prior to the start of any leave, except Bereavement Leave, for which advance notice is not required.
- (b) Employees must notify the Supervisor in writing prior to any contemplated change in an approved leave date. Any change in such leave date must be mutually agreed upon.
- (c) Before an unpaid leave of absence is granted, the employee will be required to utilize any accumulated annual leave and compensatory time.

ARTICLE XXIV  
MISCELLANEOUS BENEFITS

Section 1. Mileage.

The Employer agrees to pay mileage to all employees who are required to use their personal car for and while on Employer business. The mileage allowance shall be at the rate established by the Midland County Board of Commissioners per Board policy. The Employer may require proof of insurance for employees required to use their personal car on Employer business.

Section 2. Contracts.

The Employer agrees to supply each member and new hire in the bargaining unit with one (1) electronic copy of this Agreement within sixty (60) days after its execution by both parties or within one (1) week of being hired.

Section 3. Bulletin Boards.

The Employer will furnish and maintain reasonable Union bulletin board space for exclusive use of the Union at locations where employees covered by this Agreement are employed. The board shall be used for the following subjects:

- (a) Union recreational, social and related news bulletins.
- (b) Scheduled Union meetings.
- (c) Information covering union elections or the result thereof.
- (d) Reports of official business of the Union, including reports of committees, local offices or the International.
- (e) Any other material which has been approved by the Local Union Chairman.

Section 4. Name, Address, and Telephone Changes.

Employees shall notify the Employer of any change of name, address, and telephone number promptly and in any event within five (5) days after such change has been made. The Employer



shall be entitled to rely upon an employee's last name, address, and telephone number shown on its records for all purposes involving the employee's employment and this Agreement.

Section 5. Drug and Alcohol Testing.

In those instances where the Employer has reasonable suspicion to believe an employee has ingested or is otherwise under the influence of drugs or alcohol, the Employer may require employees to submit to drug and alcohol testing.

Section 6. Smoking Policy.

Employees covered by this Agreement shall be prohibited from smoking in facilities and vehicles owned or controlled by the Employer or the Midland County Board of Commissioners. Notwithstanding the foregoing, the parties agree that employees may smoke in areas designated by the Midland County Board of Commissioners for the period provided for in the Board's labor agreement with Teamsters Local 214 and under such other restrictions, terms and conditions as the Board shall deem appropriate.

Section 7. Breaks.

Each employee shall be allowed two (2) fifteen (15) minutes breaks per shift. Breaks do not accumulate if not taken.

ARTICLE XXV  
SCOPE OF AGREEMENT

Section 1. Agreement Binding.

Any agreement reached between the Employer and the Union is binding upon the Union, the Employer and all employees in the bargaining unit who are affected by such agreement.

Section 2. Entire Agreement.

This Agreement represents the entire agreement between the Employer and the Union, and supersedes and cancels all previous agreements, oral or written, or based on an alleged Employer past practice, relating to employees or any one or more of them covered by this Agreement, which were in effect prior to the date this Agreement becomes effective. This Agreement may be supplemented, amended, or modified at any time upon mutual consent of the parties; provided, however, any agreement or agreements which supplement, amend or modify this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Union.

Section 3. Waiver of Bargaining During Agreement's Term.

The Employer and Union acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with

respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 4. Severability.

In the event that any provision of this Agreement shall at any time be declared invalid or illegal by a court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision, and that provision only, shall be void and inoperative. However, all other provisions of this Agreement shall continue in force and effect. Within sixty (60) days of such final date from which an appeal of any judgment or decree voiding a provision of this Agreement may have but was not taken, the parties may, upon mutual consent, meet for the purpose of rewriting the voided and any other directly affected provisions, and those provisions only.

ARTICLE XXVI  
DURATION

This Agreement shall be effective March 19, 2019, and shall continue in full force and effect until midnight, December 31, 2021, and shall be automatically renewed thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to its expiration, notifies the other party, in writing, of its desire to terminate, modify, alter, change or renegotiate the Agreement, or any combination thereof. Such proper and timely notification shall have the effect of terminating the entire Agreement on its expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed their signature to this Agreement at Midland, Michigan, this 19<sup>th</sup> day of March, 2019.

**MIDLAND COUNTY PROBATE COURT  
& 42<sup>ND</sup> CIRCUIT COURT – FAMILY  
DIVISION**

**UNITED STEELWORKERS, AFL-CIO-  
CLC**

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Hon. Dorene S. Allen  
Midland County Probate Court &  
42nd Circuit Court – Family Division

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Leo W. Gerard  
International President

---

Chairman Mark Bone  
Midland County Board of Commissioners

---

Stanley W. Johnson  
International Secretary-Treasurer

---

Thomas M. Conway  
International Vice President (Admin)

---

Fred D. Redmond  
International Vice President (Human Affairs)

---

Michael H. Bolton  
Direct 2 Director

---

Daniel A. Nadolski  
Sub-District Director

---

Kent Holsing  
President, Local 12075

**LOCAL 12075-01 (NON-SUPERVISORY)**

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Troy Nalazek, Unit President

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Amie Keidel, Committee

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Jenny Draves, Committee

4847-5544-1787.1

APPENDIX A

PAY GRADES AND JOB CLASSIFICATIONS

<u>Pay Grade</u>	<u>Job Classification</u>
2	Cook
4	Deputy Probate Register
5	Administrative Assistant to the Director of Public Guardian Services Juvenile Register/Recorder Youth Development Worker
6	Financial Officer
8	Probate Register Juvenile Probation Officer
9	Foster Care Coordinator Enhanced Services Coordinator

APPENDIX B

WAGE SCHEDULES  
 MARCH 19, 2019 THROUGH DECEMBER 31, 2019

2% OVER PREVIOUS YEAR

Grade	Minimum	Step 2	Step 3	Midpoint	Step 5	Step 6	Maximum
	Step 1			Step 4			Step 7
1	13.34	14.00	14.67	15.33	16.00	16.67	17.33
2	14.00	14.70	15.40	16.11	16.80	17.50	18.21
3	15.06	15.80	16.55	17.31	18.06	18.81	19.57
4	16.55	17.38	18.22	19.04	19.87	20.70	21.52
5	17.80	18.69	19.58	20.46	21.36	22.25	23.13
6	20.03	21.02	22.02	23.02	24.03	25.03	26.03
7	21.52	22.59	23.68	24.76	25.84	26.91	27.99
8	22.59	23.74	24.87	25.99	27.12	28.25	29.38
9	23.74	24.92	26.10	27.29	28.48	29.66	30.84
10	24.92	26.16	27.42	28.65	29.90	31.15	32.40
11	26.16	27.48	28.77	30.09	31.40	32.71	34.01
12	29.44	30.91	32.37	33.85	35.32	36.80	38.27
13	32.37	34.00	35.61	37.24	38.86	40.47	42.10
14	34.81	36.55	38.29	40.02	41.77	43.51	45.25
15	37.41	39.29	41.16	43.03	44.90	46.78	48.64
16	40.22	42.24	44.25	46.26	48.27	50.29	52.30
17	52.30	54.91	57.53	60.14	62.75	65.37	67.98

APPENDIX B

WAGE SCHEDULES  
 JANUARY 1, 2020 THROUGH DECEMBER 31, 2020

2% OVER PREVIOUS YEAR

Grade	Minimum		Midpoint			Maximum	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	13.61	14.28	14.96	15.64	16.32	17.00	17.68
2	14.28	14.99	15.71	16.43	17.14	17.85	18.57
3	15.36	16.12	16.88	17.66	18.42	19.19	19.96
4	16.88	17.73	18.58	19.42	20.27	21.11	21.95
5	18.16	19.06	19.97	20.87	21.79	22.70	23.59
6	20.43	21.44	22.46	23.48	24.51	25.53	26.55
7	21.95	23.04	24.15	25.26	26.36	27.45	28.55
8	23.04	24.21	25.37	26.51	27.66	28.82	29.97
9	24.21	25.42	26.62	27.84	29.05	30.25	31.46
10	25.42	26.68	27.97	29.22	30.50	31.77	33.05
11	26.68	28.03	29.35	30.69	32.03	33.36	34.69
12	30.03	31.53	33.02	34.53	36.03	37.54	39.04
13	33.02	34.68	36.32	37.98	39.64	41.28	42.94
14	35.51	37.28	39.06	40.82	42.61	44.38	46.16
15	38.16	40.08	41.98	43.89	45.80	47.72	49.61
16	41.02	43.08	45.14	47.19	49.24	51.30	53.35
17	53.35	56.01	58.68	61.34	64.01	66.68	69.34

APPENDIX B  
WAGE SCHEDULES  
JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

2% OVER PREVIOUS YEAR

Grade	Minimum		Midpoint			Maximum	
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	13.88	14.57	15.26	15.95	16.65	17.34	18.03
2	14.57	15.29	16.02	16.76	17.48	18.21	18.94
3	15.67	16.44	17.22	18.01	18.79	19.57	20.36
4	17.22	18.08	18.95	19.81	20.68	21.53	22.39
5	18.52	19.44	20.37	21.29	22.23	23.15	24.06
6	20.84	21.87	22.91	23.95	25.00	26.04	27.08
7	22.39	23.50	24.63	25.77	26.89	28.00	29.12
8	23.50	24.69	25.88	27.04	28.21	29.40	30.57
9	24.69	25.93	27.15	28.40	29.63	30.86	32.09
10	25.93	27.21	28.53	29.80	31.11	32.41	33.71
11	27.21	28.59	29.94	31.30	32.67	34.03	35.38
12	30.63	32.16	33.68	35.22	36.75	38.29	39.82
13	33.68	35.37	37.05	38.74	40.43	42.11	43.80
14	36.22	38.03	39.84	41.64	43.46	45.27	47.08
15	38.92	40.88	42.82	44.77	46.72	48.67	50.60
16	41.84	43.94	46.04	48.13	50.22	52.33	54.42
17	54.42	57.13	59.85	62.57	65.29	68.01	70.73



## APPENDIX C-1



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

### COUNTY OF MIDLAND 0070004730019 - 06N2F Effective Date: 01/01/2018

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.

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

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

## Eligibility Information

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

Members		Eligibility Criteria	
Dependents		<ul style="list-style-type: none"> <li>- Subscriber's legal spouse</li> <li>▪ Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26</li> </ul>	
Benefits	In-network	Out-of-network	
Deductible	<p>\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year (no 4th quarter carry-over)</p> <p>Note: Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance use disorder services that are equivalent to an office visit and performed in an in-network physician's office.</p>	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year (no 4th quarter carry-over)</p> <p>Note: Out-of-network deductible amounts also count toward the in-network deductible.</p>	
Flat-dollar copays	<ul style="list-style-type: none"> <li>• \$30 copay for office visits and office consultations</li> <li>• \$30 copay for chiropractic and osteopathic manipulative therapy</li> <li>• \$100 copay for emergency room visits</li> <li>• \$30 copay for urgent care visits</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 copay for emergency room visits</li> </ul>	
Coinsurance amounts (percent copays)	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing care</li> <li>• 20% of approved amount for mental health care and substance use disorder treatment</li> <li>• 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office)</li> </ul>	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing care</li> <li>• 40% of approved amount for mental health care and substance use disorder treatment</li> <li>• 40% of approved amount for most other covered services</li> </ul>	
Note: Coinsurance amounts apply once the deductible has been met.			
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	<p>\$1,500 for one member, \$3,000 for the family (when two or more members are covered under your contract) each calendar year</p>	<p>\$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.</p>	
Annual out-of-pocket maximums - applies to deductibles, flat dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	<p>\$6,350 for one member, \$12,700 for the family (when two or more members are covered under your contract) each calendar year</p>	<p>\$12,700 for one member, \$25,400 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.</p>	
Lifetime dollar maximum	None		

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## Preventive care services

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

One per member per calendar year

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

One per member per calendar year

Physician office services		
Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$30 copay per office visit	60% after out-of-network deductible
Online visits - by physician or BCBSM selected vendor must be medically necessary	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$30 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$30 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care		
Benefits	In-network	Out-of-network
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically	80% after in-network deductible	80% after in-network deductible

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

Maternity services provided by a physician or certified nurse midwife		
Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

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## Hospital care

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

## Alternatives to hospital care

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

## Surgical services

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

## Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only

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Benefits	In-network	Out-of-network
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

## Mental health care and substance use disorder treatment

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

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment Unlimited days	80% after in-network deductible	60% after out-of-network deductible
Residential psychiatric treatment facility: <ul style="list-style-type: none"> <li>covered mental health services must be performed in a residential psychiatric treatment facility</li> <li>treatment must be preauthorized</li> <li>subject to medical criteria</li> </ul>	80% after in-network deductible	60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	80% after in-network deductible	80% after in-network deductible in participating facilities only
<ul style="list-style-type: none"> <li>Online visits - by physician or BCBSM selected vendor must be medically necessary</li> </ul>	\$30 copay per online visit	60% after out-of-network deductible
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

## Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	Not covered	Not covered
Note: 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	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

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## Other covered services

Benefits	In-network	Out-of-network
<p>Outpatient Diabetes Management Program (ODMP)</p> <p>Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.</p> <p>Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.</p>	<ul style="list-style-type: none"> <li>80% after in-network deductible for diabetes medical supplies</li> <li>100% (no deductible or copay/coinsurance) for diabetes self-management training</li> </ul>	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$30 copay per visit	60% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy- provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Note: 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	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible

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## BCBSM Preferred RX Program

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.

**Specialty Pharmaceutical Drugs** - The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, 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. Walgreens Specialty Pharmacy 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 Walgreens Specialty Pharmacy 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		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay \$7 copay	You pay \$7 copay	You pay \$7 copay	You pay \$7 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$14 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay \$14 copay You pay \$35 copay	You pay \$14 copay You pay \$35 copay	No coverage You pay \$35 copay	No coverage You pay \$35 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$70 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay \$70 copay You pay \$70 copay	You pay \$70 copay You pay \$70 copay	No coverage You pay \$70 copay	No coverage You pay \$70 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$140 copay	No coverage	No coverage
	84 to 90-day period	You pay \$140 copay	You pay \$140 copay	No coverage	No coverage

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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. \* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	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	100% of approved amount less plan copay/coinsurance	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	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved generic and select brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	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	No coverage	100% of approved amount	75% of approved amount
FDA-approved generic and select brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	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	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	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
Note: Needles and syringes have no copay/coinsurance.				

\* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

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## Features of your prescription drug plan

Custom Drug List	<p>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.</p> <p>Tier 1 (generic) - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment.</p> <p>Tier 2 (preferred brand) - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance.</p> <p>Tier 3 (nonpreferred brand) - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.</p>
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
Drug interchange and generic copay/coinsurance waiver	<p>BCBSM's drug interchange and generic copay/coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/coinsurance. In select cases BCBSM may waive the initial copay/coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Elective lifestyle drugs	<p>Benefits are excluded for elective lifestyle drugs.</p> <p>Note: Elective lifestyle drugs are lifestyle drugs that treat sexual impotency or infertility, or help in weight loss. They are not designed to treat acute or chronic illnesses. These medications are prescribed for medical conditions that have no demonstrable physical harm if not treated. (Smoking cessation drugs are not considered an elective lifestyle drug and are a payable benefit.) BCBSM determines when a drug is an elective drug.</p>
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 MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a 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. Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

## Dental Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. 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.

### 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 dentists through the Blue Dental PPO network, which offers more than 438,000 dentist locations<sup>2</sup> nationwide. PPO dentists agree to accept our approved amount as full payment for covered services - members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit [mibluedentist.com](http://mibluedentist.com) or call 1-888-826-8152.

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

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

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

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

## Eligibility information

Member	Eligibility Criteria
Dependents	-Subscriber's legal spouse •Unmarried dependent children: related to you by birth, marriage, legal adoption or legal guardianship, eligible for dental coverage through the last day of the month the dependent turns age 26, provided all eligibility requirements are met

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

Benefits	Coverage
Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	25%
Class I services	
Class II services	50%
Class III services	50%
Class IV services	Not covered
Dollar maximums	\$1,200 per member
Annual maximum for Class I, II and III services	
Lifetime maximum for Class IV services	Not applicable

## Class I services

Benefits	Coverage
Oral exams	75% of approved amount Note: Twice per calendar year
A set (up to 4 films) of bitewing x-rays	75% of approved amount Note: Twice per calendar year
Panoramic or full-mouth x-rays	75% of approved amount Note: Once every 60 months

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Benefits	Coverage
Dental prophylaxis (teeth cleaning)	75% of approved amount Note: Twice per calendar year
Pit and fissure sealants - for members age 19 and younger	75% of approved amount Note: Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Palliative (emergency) treatment	75% of approved amount
Fluoride treatments	75% of approved amount Note: Two per calendar year
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	75% of approved amount Note: Once per quadrant per lifetime

## Class II services

Benefits	Coverage
Fillings - permanent (adult) teeth	50% of approved amount Note: Replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	50% of approved amount Note: Replacement fillings covered after 12 months or more after initial filling
Onlays, inlays, crowns and veneer restorations - permanent teeth - for members age 12 and older	50% of approved amount Note: Once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	50% of approved amount Note: Three times per tooth per calendar year after six months from original restoration
Oral surgery	50% of approved amount
Root canal treatment	50% of approved amount Note: Once every 12 months
Scaling and root planing	50% of approved amount Note: Once every 24 months per quadrant
Limited occlusal adjustments	50% of approved amount Note: Limited occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	50% of approved amount Note: Once every 12 months
General anesthesia or IV sedation	50% of approved amount Note: When medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	50% of approved amount Note: Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	50% of approved amount Note: Once per arch in any 36 consecutive months
Tissue conditioning	50% of approved amount Note: Once per arch in any 36 consecutive months

## Class III services

Benefits	Coverage
Removable dentures (complete and partial)	50% of approved amount Note: Once every 60 months
Bridges (fixed partial dentures) - for members age 16 and older	50% of approved amount Note: 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 Note: 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	Not covered
Minor treatment to control harmful habits	Not covered
Interceptive and comprehensive orthodontic treatment	Not covered
Post-treatment stabilization	Not covered
Cephalometric film (skull) and diagnostic photos	Not covered

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.

## Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. 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](http://vsp.com).

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

### Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	Combined \$7.50 copay	Member responsible for difference between approved amount and provider's charge, after \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge, after \$7.50 copay

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

### Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$50 less \$5 copay (member responsible for any difference)

One eye exam in any period of 12 consecutive months

### Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$7.50 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$7.50 copay (member responsible for any difference)
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$7.50 copay (one copay applies to both frames and lenses)	Reimbursement up to \$70 less \$7.50 copay (member responsible for any difference)

Note: 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 consecutive months

One pair of lenses, with or without frames, in any period of 12 consecutive 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)	\$7.50 copay	Reimbursement up to \$210 less \$7.50 copay (member responsible for any difference)

Contact lenses up to the allowance in any period of 12 consecutive months

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Benefits	VSP network doctor	Non-VSP provider
Elective contact lenses that improve 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 consecutive months

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of the Blue Cross and Blue Shield Association

**COUNTY OF MIDLAND**  
**0070004730021 - 06N1Z**  
**Effective Date: 01/01/2018**

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.

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



## Eligibility Information

Members	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>- Subscriber's legal spouse</li> <li>▪ Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26</li> </ul>

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)		
Benefits	In-network	Out-of-network
Deductible	<p>\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year (no 4th quarter carry-over)</p> <p>Note: Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance use disorder services that are equivalent to an office visit and performed in an in-network physician's office.</p>	<p>\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year (no 4th quarter carry-over)</p> <p>Note: Out-of-network deductible amounts also count toward the in-network deductible.</p>
Flat-dollar copays	<ul style="list-style-type: none"> <li>• \$30 copay for office visits and office consultations</li> <li>• \$30 copay for chiropractic and osteopathic manipulative therapy</li> <li>• \$100 copay for emergency room visits</li> <li>• \$30 copay for urgent care visits</li> </ul>	<ul style="list-style-type: none"> <li>• \$100 copay for emergency room visits</li> </ul>
Coinsurance amounts (percent copays)  Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing care</li> <li>• 20% of approved amount for mental health care and substance use disorder treatment</li> <li>• 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office)</li> </ul>	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing care</li> <li>• 40% of approved amount for mental health care and substance use disorder treatment</li> <li>• 40% of approved amount for most other covered services</li> </ul>
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	<p>\$2,500 for one member, \$5,000 for the family (when two or more members are covered under your contract) each calendar year</p>	<p>\$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.</p>
Annual out-of-pocket maximums - applies to deductibles, flat dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	<p>\$6,350 for one member, \$12,700 for the family (when two or more members are covered under your contract) each calendar year</p>	<p>\$12,700 for one member, \$25,400 for the family (when two or more members are covered under your contract) each calendar year</p> <p>Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.</p>
Lifetime dollar maximum	None	

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## Preventive care services

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

One per member per calendar year

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

Physician office services		
Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$30 copay per office visit	60% after out-of-network deductible
Online visits - by physician or BCBSM selected vendor must be medically necessary	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$30 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$30 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care		
Benefits	In-network	Out-of-network
Hospital emergency room	\$100 copay per visit (copay waived if admitted or for an accidental injury)	\$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

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

Maternity services provided by a physician or certified nurse midwife		
Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

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## Hospital care

### Benefits

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies

#### In-network

80% after in-network deductible

#### Out-of-network

60% after out-of-network deductible

Note: Nonemergency services must be rendered in a participating hospital.

Unlimited days

Inpatient consultations

80% after in-network deductible

60% after out-of-network deductible

Chemotherapy

80% after in-network deductible

60% after out-of-network deductible

## Alternatives to hospital care

### Benefits

#### In-network

#### Out-of-network

Skilled nursing care - must be in a participating skilled nursing facility

80% after in-network deductible

80% after in-network deductible

Limited to a maximum of 120 days per member per calendar year

Hospice care

100% (no deductible or copay/coinsurance)

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 participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)

Home health care:

- must be medically necessary
- must be provided by a participating home health care agency

80% after in-network deductible

80% after in-network deductible

Infusion therapy:

- must be medically necessary
- must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC)
- may use drugs that require preauthorization - consult with your doctor

80% after in-network deductible

80% after in-network deductible

## Surgical services

### Benefits

#### In-network

#### Out-of-network

Surgery- includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility

80% after in-network deductible

60% after out-of-network deductible

Presurgical consultations

100% (no deductible or copay/coinsurance)

60% after out-of-network deductible

Voluntary sterilization for males

80% after in-network deductible

60% after out-of-network deductible

Note: For voluntary sterilizations for females, see "Preventive care services."

Voluntary abortions

80% after in-network deductible

60% after out-of-network deductible

## Human organ transplants

### Benefits

#### In-network

#### Out-of-network

Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)

100% (no deductible or copay/coinsurance)

100% (no deductible or copay/coinsurance) - in designated facilities only

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Benefits	In-network	Out-of-network
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

## Mental health care and substance use disorder treatment

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

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	80% after in-network deductible	60% after out-of-network deductible
		Unlimited days
Residential psychiatric treatment facility: <ul style="list-style-type: none"> <li>covered mental health services must be performed in a residential psychiatric treatment facility</li> <li>treatment must be preauthorized</li> <li>subject to medical criteria</li> </ul>	80% after in-network deductible	60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	80% after in-network deductible	80% after in-network deductible in participating facilities only
<ul style="list-style-type: none"> <li>Online visits - by physician or BCBSM selected vendor must be medically necessary</li> </ul>	\$30 copay per online visit	60% after out-of-network deductible
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

## Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	Not covered	Not covered
Note: 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	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

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## Other covered services

Benefits	In-network	Out-of-network
<p>Outpatient Diabetes Management Program (ODMP)</p> <p>Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.</p> <p>Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.</p>	<ul style="list-style-type: none"> <li>80% after in-network deductible for diabetes medical supplies</li> <li>100% (no deductible or copay/coinsurance) for diabetes self-management training</li> </ul>	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$30 copay per visit	60% after out-of-network deductible
Limited to a combined 24-visit maximum per member per calendar year		
Outpatient physical, speech and occupational therapy- provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
Limited to a combined 60-visit maximum per member per calendar year		
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Note: 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	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible

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## BCBSM Preferred RX Program

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.

**Specialty Pharmaceutical Drugs** - The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, 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. Walgreens Specialty Pharmacy 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 Walgreens Specialty Pharmacy 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		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay \$7 copay	You pay \$7 copay	You pay \$7 copay	You pay \$7 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$14 copay	No coverage	No coverage
	84 to 90-day period	You pay \$14 copay	You pay \$14 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay \$35 copay	You pay \$35 copay	You pay \$35 copay	You pay \$35 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$70 copay	No coverage	No coverage
	84 to 90-day period	You pay \$70 copay	You pay \$70 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay \$70 copay	You pay \$70 copay	You pay \$70 copay	You pay \$70 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay \$140 copay	No coverage	No coverage
	84 to 90-day period	You pay \$140 copay	You pay \$140 copay	No coverage	No coverage

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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. \* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

Covered services				
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	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	100% of approved amount less plan copay/coinsurance	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	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved generic and select brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	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	No coverage	100% of approved amount	75% of approved amount
FDA-approved generic and select brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved brand-name prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	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	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	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
Note: Needles and syringes have no copay/coinsurance.				

\* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.  
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## Features of your prescription drug plan

Custom Drug List	<p>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.</p> <p>Tier 1 (generic) - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment.</p> <p>Tier 2 (preferred brand) - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance.</p> <p>Tier 3 (nonpreferred brand) - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.</p>
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. Step Therapy, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
Drug interchange and generic copay/coinsurance waiver	<p>BCBSM's drug interchange and generic copay/coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/coinsurance. In select cases BCBSM may waive the initial copay/coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Elective lifestyle drugs	<p>Benefits are excluded for elective lifestyle drugs.</p> <p>Note: Elective lifestyle drugs are lifestyle drugs that treat sexual impotency or infertility, or help in weight loss. They are not designed to treat acute or chronic illnesses. These medications are prescribed for medical conditions that have no demonstrable physical harm if not treated. (Smoking cessation drugs are not considered an elective lifestyle drug and are a payable benefit.) BCBSM determines when a drug is an elective drug.</p>
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 MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a 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. Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

## Dental Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. 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.

### 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.<sup>1</sup>

Blue Dental PPO network- Blue Dental members have unmatched access to PPO dentists through the Blue Dental PPO network, which offers more than 438,000 dentist locations<sup>2</sup> nationwide. PPO dentists agree to accept our approved amount as full payment for covered services - members pay only their applicable coinsurance and deductible amounts. Members also receive discounts on noncovered services when they use PPO dentists (in states where permitted by law). To find a PPO dentist near you, please visit [mibluedentist.com](http://mibluedentist.com) or call 1-888-826-8152. Blue Dental uses the Dental Network of America (DNoA) Preferred Network for its dental plans.

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

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

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

## Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> <li>- Subscriber's legal spouse</li> <li>• Unmarried dependent children: related to you by birth, marriage, legal adoption or legal guardianship, eligible for dental coverage through the last day of the month the dependent turns age 26, provided all eligibility requirements are met</li> </ul>

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

Benefits	Coverage
Deductible	None
Coinsurance (percentage of BCBSM's approved amount for covered services)	25%
Class I services	
Class II services	50%
Class III services	50%
Class IV services	Not covered
Dollar maximums	\$1,200 per member
Annual maximum for Class I, II and III services	
Lifetime maximum for Class IV services	Not applicable

## Class I services

Benefits	Coverage
Oral exams	75% of approved amount Note: Twice per calendar year
A set (up to 4 films) of bitewing x-rays	75% of approved amount Note: Twice per calendar year
Panoramic or full-mouth x-rays	75% of approved amount Note: Once every 60 months

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Benefits	Coverage
Dental prophylaxis (teeth cleaning)	75% of approved amount Note: Twice per calendar year
Pit and fissure sealants - for members age 19 and younger	75% of approved amount Note: Once per tooth in any 36 consecutive months when applied to the first and second permanent molars
Palliative (emergency) treatment	75% of approved amount
Fluoride treatments	75% of approved amount Note: Two per calendar year
Space maintainers - missing posterior (back) primary teeth - for members 18 and younger	75% of approved amount Note: Once per quadrant per lifetime

## Class II services

Benefits	Coverage
Fillings - permanent (adult) teeth	50% of approved amount Note: Replacement fillings covered after 24 months or more after initial filling
Fillings - primary (child) teeth	50% of approved amount Note: Replacement fillings covered after 12 months or more after initial filling
Onlays, inlays, crowns and veneer restorations - permanent teeth - for members age 12 and older	50% of approved amount Note: Once every 60 months per tooth
Recementation of crowns, veneers, inlays, onlays and bridges	50% of approved amount Note: Three times per tooth per calendar year after six months from original restoration
Oral surgery	50% of approved amount
Root canal treatment	50% of approved amount Note: Once every 12 months
Scaling and root planing	50% of approved amount Note: Once every 24 months per quadrant
Limited occlusal adjustments	50% of approved amount Note: Limited occlusal adjustments covered up to five times in any 60 consecutive months
Occlusal biteguards	50% of approved amount Note: Once every 12 months
General anesthesia or IV sedation	50% of approved amount Note: When medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	50% of approved amount Note: Six months or more after denture is delivered
Relining or rebasing of a partial or complete denture	50% of approved amount Note: Once per arch in any 36 consecutive months
Tissue conditioning	50% of approved amount Note: Once per arch in any 36 consecutive months

## Class III services

Benefits	Coverage
Removable dentures (complete and partial)	50% of approved amount Note: Once every 60 months
Bridges (fixed partial dentures) - for members age 16 and older	50% of approved amount Note: 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 Note: Once per tooth per lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

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

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

Benefits	Coverage
Minor treatment for tooth guidance appliances	Not covered
Minor treatment to control harmful habits	Not covered
Interceptive and comprehensive orthodontic treatment	Not covered
Post-treatment stabilization	Not covered
Cephalometric film (skull) and diagnostic photos	Not covered

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.

## Vision Coverage

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. 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](http://vsp.com).

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

Member's responsibility (copays)		
Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	Combined \$7.50 copay	Member responsible for difference between approved amount and provider's charge, after \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge, after \$7.50 copay

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

## Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$50 less \$5 copay (member responsible for any difference)

One eye exam in any period of 12 consecutive months

## Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$7.50 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$7.50 copay (member responsible for any difference)

One pair of lenses, with or without frames, in any period of 12 consecutive months

Benefits	VSP network doctor	Non-VSP provider
Standard frames	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$7.50 copay (one copay applies to both frames and lenses)	Reimbursement up to \$70 less \$7.50 copay (member responsible for any difference)

Note: 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 consecutive 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)	\$7.50 copay	Reimbursement up to \$210 less \$7.50 copay (member responsible for any difference)

Contact lenses up to the allowance in any period of 12 consecutive months

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Benefits	VSP network doctor	Non-VSP provider
Elective contact lenses that improve 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 consecutive months		

**APPENDIX D  
PROBATE COURT STEELWORKERS  
2019 BASE PAY AND BONUS SCHEDULE**

Position	Name	Wage as of 12/31/18	Grade as of 3/19/19	Step as of 3/19/19	Hrly Rate as of 3/19/19	Bonus (in lieu of increase)	Step Increase if NOT 1/1/2019
Cook - Juvenile Center	S. Willisie	\$ 17.85	2	7	\$ 18.21		
Deputy Probate Register	K. Mishler	\$ 17.04	4	3	\$ 18.22		
Deputy Probate Register	J. Brickel	n/a	4	2	\$ 17.38		started in position 1/29/2019
Enhanced Services Coordinator	T. Lebrun	\$ 29.08	9	6	\$ 29.66		step increase 7/31/2019 = \$30.84
Financial Officer - Family Court	K. Meyers	\$ 20.61	6	3	\$ 22.02		
Foster Care Coordinator	J. Garner	\$ 24.43	9	3	\$ 26.10		
Juvenile Probation Officer	C. Inda	\$ 25.48	8	4	\$ 25.99		step increase 8/23/2019 = \$27.12
Juvenile Probation Officer	J. Metzger	\$ 28.80	8	7	\$ 29.38		
Juvenile Probation Officer	J. Rotarius	\$ 28.80	8	7	\$ 29.38		
Juvenile Register/Recorder	J. Tucker	n/a	5	6	\$ 22.25		started in position 1/2/2019
Juvenile Register/Recorder	T. Moody	n/a	5	1	\$ 17.80		hired 3/4/2019
Office of the Public Guardian Specialist	L. Enzer	\$ 21.81	5	7	\$ 23.13		
Probate Register	L. Kirk	\$ 25.48	8	5	\$ 27.12		
Youth Development Worker	vacant		5				
Youth Development Worker	P. Beson	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	M. Dilts	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	J. Draves	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	C. Fillion	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	M. Hopper	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	V. Kain	\$ 18.32	5	2	\$ 18.69		step increase 9/14/2019 = \$19.58
Youth Development Worker	R. Irrer	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	Rachel Tijerina	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	A. Keidel	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	J. Latoski	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	M. McFarland	\$ 18.32	5	3	\$ 19.58		
Youth Development Worker	T. Nalazek	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	K. Parsch	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	D. Perry	\$ 22.68	5	7	\$ 23.13		
Youth Development Worker	V. Proctor	\$ 18.32	5	3	\$ 19.58		
Youth Development Worker	R. Schmidt	\$ 23.17	5	*	\$ 23.17	\$500.00	
Youth Development Worker	K. Stephenson	\$ 22.68	5	7	\$ 23.13		
Youth Development Worker	D. Williams	\$ 17.45	5	2	\$ 18.69		step increase due 1/20/2019
Youth Development Worker	Ryan Tijerina	\$ 22.68	5	7	\$ 23.13		
Youth Development Worker	C. Draves	\$ 17.45	5	1	\$ 17.80		step increase 7/21/2019 = \$18.69
Youth Development Worker	W. Veltling	\$ 20.94	5	6	\$ 22.25		
Youth Development Worker	C. Williams	\$ 18.32	5	3	\$ 19.58		
Youth Development Worker	J. Thomas	\$ 17.45	5	1	\$ 17.80		step increase 5/12/2019 = \$18.69
Youth Development Worker	vacant		5				

\*Hourly rate of pay exceeds maximum pay range on 2019 Pay scale and therefore existing hourly rate of pay is grandfathered until pay scale meets/exceeds the hourly rate, at which time they will be slotted into the pay scale.

**PROBATE COURT STEELWORKERS  
2020 BASE PAY AND BONUS SCHEDULE**

Position	Name	Wage as of 12/31/19	Grade as of 1/1/20	Step as of 1/1/20	Hrly Rate as of 1/1/20	Step Increase if NOT 1/1/2020
Cook - Juvenile Center	S. Willsie	\$ 18.21	2	7	\$ 18.57	
Deputy Probate Register	K. Mishler	\$ 18.22	4	4	\$ 19.42	
Deputy Probate Register	J. Brickel	\$ 17.38	4	2	\$ 17.73	step increase 1/28/2020=\$18.58
Enhanced Services Coordinator	T. Lebrun	\$ 30.84	9	7	\$ 31.46	
Financial Officer - Family Court	K. Meyers	\$ 22.02	6	4	\$ 23.48	
Foster Care Coordinator	J. Garner	\$ 26.10	9	4	\$ 27.84	
Juvenile Probation Officer	C. Inda	\$ 27.12	8	5	\$ 27.66	step increase 8/23/2020 = \$28.82
Juvenile Probation Officer	J. Metzger	\$ 29.38	8	7	\$ 29.97	
Juvenile Probation Officer	J. Rotarius	\$ 29.38	8	7	\$ 29.97	
Juvenile Register/Recorder	J. Tucker	\$ 22.25	5	6	\$ 22.69	step increase 1/2/2020 = \$23.59
Juvenile Register/Recorder	T. Moody	\$ 17.80	5	1	\$ 18.16	step increase 3/4/2020 = \$19.06
Office of the Public Guardian Specialist	L. Enzer	\$ 23.13	5	7	\$ 23.59	
Probate Register	L. Kirk	\$ 27.12	8	6	\$ 28.82	
Youth Development Worker	vacant		5			
Youth Development Worker	P. Beson	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	M. Dilts	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	J. Draves	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	C. Filion	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	M. Hopper	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	V. Kain	\$ 19.58	5	3	\$ 19.97	step increase 9/14/2020 = \$20.87
Youth Development Worker	R. Irrer	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	Rachel Tijerina	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	A. Keidel	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	J. Latoski	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	M. McFarland	\$ 19.58	5	4	\$ 20.87	
Youth Development Worker	T. Nalazek	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	K. Parsch	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	D. Perry	\$ 23.13	5	7	\$ 23.59	
Youth Development Worker	V. Proctor	\$ 19.58	5	4	\$ 20.87	
Youth Development Worker	R. Schmidt	\$ 23.17	5	7	\$ 23.59	
Youth Development Worker	K. Stephenson	\$ 23.13	5	7	\$ 23.59	
Youth Development Worker	D. Williams	\$ 18.69	5	2	\$ 19.06	step increase 1/20/2020 = \$19.97
Youth Development Worker	Ryan Tijerina	\$ 23.13	5	7	\$ 23.59	
Youth Development Worker	C. Draves	\$ 18.69	5	2	\$ 19.06	step increase 7/21/2020 = \$19.97
Youth Development Worker	W. Velling	\$ 22.25	5	7	\$ 23.59	
Youth Development Worker	C. Williams	\$ 19.58	5	4	\$ 20.87	
Youth Development Worker	J. Thomas	\$ 18.69	5	2	\$ 19.06	step increase 5/12/2020 = \$19.97



**PROBATE COURT STEELWORKERS  
2021 BASE PAY AND BONUS SCHEDULE**

<b>Position</b>	<b>Name</b>	<b>Wage as of 12/31/20</b>	<b>Grade as of 1/1/21</b>	<b>Step as of 1/1/21</b>	<b>Hrly Rate as of 1/1/21</b>	<b>Step Increase if NOT 1/1/2021</b>
Cook - Juvenile Center	S. Willsie	\$ 18.57	2	7	\$ 18.94	
Deputy Probate Register	K. Mishler	\$ 19.42	4	5	\$ 20.68	
Deputy Probate Register	J. Brickel	\$ 18.58	4	3	\$ 18.95	step increase 1/28/2021 = \$19.81
Enhanced Services Coordinator	T. Lebrun	\$ 31.46	9	7	\$ 32.09	
Financial Officer - Family Court	K. Meyers	\$ 23.48	6	5	\$ 25.00	
Foster Care Coordinator	J. Garner	\$ 27.84	9	5	\$ 29.63	
Juvenile Probation Officer	C. Inda	\$ 28.82	8	6	\$ 29.40	step increase 8/23/2021 = \$30.57
Juvenile Probation Officer	J. Metzger	\$ 29.97	8	7	\$ 30.57	
Juvenile Probation Officer	J. Rotarius	\$ 29.97	8	7	\$ 30.57	
Juvenile Register/Recorder	J. Tucker	\$ 23.59	5	7	\$ 24.06	
Juvenile Register/Recorder	T. Moody	\$ 19.06	5	2	\$ 19.44	
Office of the Public Guardian Specialist	L. Enzer	\$ 23.59	5	7	\$ 24.06	
Probate Register	L. Kirk	\$ 28.82	8	7	\$ 30.57	
Youth Development Worker	vacant		5			
Youth Development Worker	P. Beson	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	M. Dilts	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	J. Draves	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	C. Fillion	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	M. Hopper	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	V. Kain	\$ 20.87	5	4	\$ 21.29	step increase 9/14/2021 = \$22.23
Youth Development Worker	R. Irrer	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	Rachel Tijerina	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	A. Keidel	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	J. Latoski	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	M. McFarland	\$ 20.87	5	5	\$ 22.23	
Youth Development Worker	T. Nalazek	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	K. Parsch	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	D. Perry	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	V. Proctor	\$ 20.87	5	5	\$ 22.23	
Youth Development Worker	R. Schmidt	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	K. Stephenson	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	D. Williams	\$ 19.97	5	3	\$ 20.37	step increase 1/20/2021 = \$21.29
Youth Development Worker	Ryan Tijerina	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	C. Draves	\$ 19.97	5	3	\$ 20.37	step increase 7/21/2021 = \$21.29
Youth Development Worker	W. Velling	\$ 23.59	5	7	\$ 24.06	
Youth Development Worker	C. Williams	\$ 20.87	5	5	\$ 22.23	
Youth Development Worker	J. Thomas	\$ 19.97	5	3	\$ 20.37	step increase 5/12/2021 = \$21.29
Youth Development Worker	vacant		5			

## APPENDIX E

### SENIORITY DATES (EMPLOYEES HIRED PRIOR TO 12/29/2018)

Name	Classification	Union Seniority Date
NALAZEK, TROY	YOUTH DEVELOPMENT WORKER,	8/4/1997
DILTS, MATTHEW	YOUTH DEVELOPMENT WORKER	11/4/1997
KIRK, LISA	PROBATE REGISTER	11/7/1997
SCHMIDT, ROBERT	YOUTH DEVELOPMENT WORKER	12/12/1997
LEBRUN, THOMAS	ENHANCED SERVICES COORDINATOR,	2/23/1998
KEIDEL, AMIE	YOUTH DEVELOPMENT WORKER	3/17/1999
FILION, CARRIE	YOUTH DEVELOPMENT WORKER	1/12/2000
INDA, CHRISTOPHER	JUVENILE PROBATION OFFICER	8/11/2000
WILLSIE, SHARON	COOK	10/15/2001
ENSZER, LORI	ADMINISTRATIVE ASSISTANT	8/16/2002
IRRER, RENEE	YOUTH DEVELOPMENT WORKER	10/29/2002
DRAVES, JENNY	YOUTH DEVELOPMENT WORKER	12/30/2003
PARSCH, KATHLEEN	YOUTH DEVELOPMENT WORKER	5/10/2004
METZGER, JENNIFER	JUVENILE PROBATION OFFICER	4/21/2005
TIJERINA, RACHEL	YOUTH DEVELOPMENT WORKER	5/2/2005
BESON, PATTY	YOUTH DEVELOPMENT WORKER	12/26/2006
TUCKER, JESSICA	JUVENILE REGISTER/RECORDER	1/20/2007
ROTARIUS, JASON	JUVENILE PROBATION OFFICER	2/7/2007
LATOSKI, JAY	YOUTH DEVELOPMENT WORKER	2/26/2008
HOPPER, MATTHEW	YOUTH DEVELOPMENT WORKER	1/7/2009
STEPHENSON, KAREN	YOUTH DEVELOPMENT WORKER	4/17/2011
PERRY, DANIELLE	YOUTH DEVELOPMENT WORKER	7/22/2011
TIJERINA, RYAN	YOUTH DEVELOPMENT WORKER	3/14/2012
VELTING, WILLIAM	YOUTH DEVELOPMENT WORKER	12/15/2014
GARNER, JODIE	FOSTER CARE COORDINATOR	3/16/2015
WILLIAMS, CLARENCE D	YOUTH DEVELOPMENT WORKER	3/21/2015
PROCTOR, VICTORIA	YOUTH DEVELOPMENT WORKER	8/24/2015
MEYERS, KRISTI	FINANCIAL OFFICER	7/14/2016
MISHLER, KATHRYN	DEPUTY PROBATE REGISTER	8/24/2016
MCFARLAND, MICHAEL	YOUTH DEVELOPMENT WORKER	9/2/2016
BRICKEL, JREW F	DEPUTY PROBATE REGISTER	6/12/2017
KAIN, VANNESSA	YOUTH DEVELOPMENT WORKER	8/29/2017
WILLIAMS, DOMINIC D	YOUTH DEVELOPMENT WORKER	1/20/2018
THOMAS, JACOB	YOUTH DEVELOPMENT WORKER	3/15/2018
DRAVES, CASSANDRA C	YOUTH DEVELOPMENT WORKER	5/4/2018
MOODY, TONYA M	JUVENILE REGISTER/RECORDER	3/4/2019