

**COLLECTIVE BARGAINING**

**AGREEMENT**

**BETWEEN**

**THE CITY OF WESTLAND**

**AND THE**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**AND ITS AFFILIATE**

**THE WESTLAND POLICE OFFICERS ASSOCIATON**

**EFFECTIVE JULY 1, 2014 THROUGH JUNE 30, 2019**

# POAM COLLECTIVE BARGAINING AGREEMENT

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**ARTICLE 1  
AGREEMENT**

1.1 THIS AGREEMENT ENTERED INTO ON THIS 1st day of July 2014 between the City of Westland, a Michigan Municipal Corporation, (hereinafter referred to as the Employer or the City), and the Police Officers Association of Michigan, POAM, (hereinafter referred to as the Union), and the Westland Police Officers Association, its affiliate.

**ARTICLE 2  
PURPOSE AND INTENT**

2.1: WHEREAS, the general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Westland in its capacity as an employer, the Employees, and the Union, and the People of the City of Westland, and

2.2: WHEREAS, the parties recognize that the interest of the community and the job security of the employee depend upon the Employer's success in establishing a proper service to the community, and

2.3: WHEREAS, to these ends the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all Employees, and

2.4: WHEREAS, it is agreed by the City and the Union that the City is legally obligated to provide equal opportunity, consideration and treatment of all employees of the unit in all phases of the employment process; to this end, basic rights and equities of employees are established through the City Charter, Ordinances and Resolutions of the City Council, and Rules and Regulations of the Police & Fire Civil Service Commission, and

2.5: WHEREAS, it is further intended that this Agreement and its supplements shall be an implementation of the provisions of Act 379 of the Public Acts of Michigan of 1965, as amended, and the provisions of Act 78 of the Public Acts of Michigan of 1935, as amended, except as otherwise modified by this agreement.

2.6: EXCEPTION: The Classification of Dispatcher is not covered by Act 78 or Act 345.

**ARTICLE 3  
RECOGNITION**

3.1: Pursuant to and in accordance with all applicable provisions of Acts 78 and 379 as referred to hereinabove, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining, with respect to hours, wages and all terms and conditions of employment for the term of this agreement.

3.2: This Agreement shall be applicable to all officers of the Westland Police Department below the rank of Sergeant including civilian dispatchers but excluding police service aides and employees of other bargaining units. There will be a designated Unit A and a designated Unit B within the contract. Unit A will include all police officers employed by the City of Westland; Unit B will include all dispatchers employed by the City of Westland. While this Agreement is applicable to police officers and dispatchers, it is understood that it was written in such a manner to address police officers, and that benefits and rights of dispatchers shall be identical to those benefits and rights of police officers, except as may be differentiated within specific articles contained within this contract.

**ARTICLE 4  
PROBATION**

4.1: Police officers and dispatchers shall serve a one (1) calendar year probationary period from date of hire.

The provisions of this agreement shall be applicable with the exception that probationary employees shall have no right to appeal discipline and/or discharge by way of the grievance procedure or Act 78. Probationary employees serve at the discretion of the City.

After completing the probation period police officers and dispatchers shall be placed on the seniority list respective of their classifications.

**ARTICLE 5  
FAIR PRACTICES**

5.1: The Union agrees to maintain its eligibility to represent employees by continuing to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status and to represent equally all employees without regard to membership or participation in, or association with the activities of, any employee organization.

5.2: The City agrees to continue its policy of not discriminating against any employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in or association with the activities of, any employee organization.

**ARTICLE 6  
RIGHTS OF THE UNION**

6.1: Pursuant to Act 379 of the Public Acts of 1965, and as amended, the City hereby agrees that every employee of the City engaged in law enforcement work shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. The City Administration, as a duly elected body exercising governmental power under color of law for the State of Michigan undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 78 and Act 379 or other laws of Michigan or the Constitution of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Union, his participation in any activities of the Local Association or collective professional negotiations with the City Administration, or its designated representative, or his institution of any grievance, complaint or proceeding with respect to any terms or condition of employment under this Agreement.

6.2: Nothing contained herein shall be construed to deny or to restrict any employee rights he or she may have under the Michigan Public Employee Laws, or other applicable laws.

6.3: The City specifically recognizes the rights of its employees appropriately to invoke the assistance of the State Labor Mediation Board or a mediator from such public agency, or invoke arbitration proceedings whenever differences cannot be resolved in local negotiations pursuant to provisions of this Agreement, as well as any other remedy provided for by Michigan Statutes.

**ARTICLE 7  
DUES DEDUCTION**

7.1: The City agrees to deduct the dues and/or service fee as certified by the Union and send the dues collected to the person and place as designated by the Union along with a list of employees whose fees were deducted.

**ARTICLE 8  
AGENCY SHOP**

8.1: To the intent that the laws of the State of Michigan permit, it is agreed that employees presently in the bargaining unit, as a condition of continued employment shall, within thirty (30) days, either join the Union and pay the prescribed dues, or not join the Union but pay a service fee equal to the Union dues.

8.2: An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

8.3: Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues.

8.4: The Employer shall be notified, in writing, by the Union of any member who is thirty (30) days in arrears in payment of dues and/or service fee, and the member shall be discharged by the City.

**ARTICLE 9  
REPRESENTATION**

9.1: Officers of the Local Association shall have or be afforded reasonable time, as determined by the Chief or his representative, during working hours without loss of time or money, to fulfill their Association responsibilities, including negotiations with the City, processing grievances and administration and enforcement of this Agreement.

9.2: All members of the Local Association Executive Board and/or Grievance Committee called back by the Chief or the Shift Commander from off duty for any grievance or Union business shall be compensated at the rate of time and one-half (1-1/2) with a minimum of two (2) hours.

9.3: Any employee in the Union who feels aggrieved will be provided reasonable time, up to one (1) hour, during working hours to file a grievance if the alleged grievance occurred during duty hours.

9.4: The City shall provide the Local Association with a locked filing cabinet, which shall be stored in an appropriate place in the Police Department.

9.5: If a Union negotiator is working midnights before or after a negotiating session, he/she will not be required to report for duty until seven (7) hours after the negotiating session ends, or unless otherwise agreed to by the Chief of Police.

9.6: Effective upon ratification of this agreement by both parties, two (2) representatives designated by the Union shall be granted three (3) paid release days per year to attend an officially sanctioned POAM convention or function. Executive Board members shall also be allowed to attend said POAM convention or function, but they must use their accumulated leave time, except sick leave, for such attendance.

**ARTICLE 10  
EMPLOYEES RIGHTS**

10.1: At no time shall any employee be required to answer to any allegation(s) of misconduct unless said allegation(s) has been reduced to writing and the member shall be provided with a copy of the allegation(s) and an opportunity to read same before answering any questions or making any statements regarding the allegation(s). Further, at his request, the member and/or a member of the Grievance Committee, or an attorney of his choice, shall be present during the time any answers are given or statements made. At no time shall any employee be required to take a polygraph test to prove or disprove any allegation(s) made against him/her, unless he so desires.

10.2: An employee shall have the right to request that a Union representative be present at an investigative interview which the employee reasonably believes might result in disciplinary action. The Chief and Deputy Chief have the right to interview employees to answer complaints outside of Article 10 when the Chief and/or the Deputy Chief state to the employee that there will be no punishment as a result of any statements made by the employee during said interview.

10.3: The private and personal life of any employee is not within the appropriate concern or attention of the City, as long as it is consistent with the high standards which the profession and the Union have set. No restriction, other than the approval of the Chief of Police, is placed upon the freedom of employees to use their own time for gainful employment, or other activities insofar as it does not interfere with the satisfactory performance of their police duties. The granting of permission shall not be unreasonably withheld.

10.4: The City recognizes its responsibility to continue to give reasonable support and assistance to all employees with respect to the performance of, and the carrying out of their respective duties.

10.5: Each employee shall have the right upon request to review the contents of his own personnel file maintained at either the Administration Building or Police Headquarters. All communications, including evaluations by supervisory personnel, and validated complaints directed toward the employee included in the personnel file shall be called to the employee's attention at the time of such inclusion.

10.6: Within a two (2) year period following the insertion of a letter of reprimand in the personnel file of the employee, he may ask that a review be made, and unless there is a substantial reason otherwise, the letter will be removed and the record of it expunged.

10.7: No vacancy shall be filled by the City in case of an emergency on a temporary basis without the City fully complying with the provisions of Act 78, Public Acts of Michigan 1935, as amended.

10.8: The employer will continue during the term of this Agreement, to provide false arrest insurance coverage currently in force.

10.9: An employee who works out of classification for an eight (8) hour shift shall be compensated at the next higher rate for that eight (8) hour shift.

10.10: Any discussions or conversations occurring between a Union or Local Association Officer and any employee who has been charged with a violation of the Rules and Regulations of the Westland Police Department, shall be privileged to the extent that the Union or Local Association Officer shall not be called to testify as to said conversations in any arbitration or civil service hearing or other department or City hearings.

## **ARTICLE 11 UNION ACTIVITIES**

11.1: A bulletin board shall be used for the purpose of displaying the activities of the Union; the bulletin board shall be in the squad room and shall be supplied by the City. A minimum size of the board for the Union activities shall be thirty-six (36") inches by forty-eight (48") inches. The Local Association shall designate person(s) to maintain the bulletin board. Bulletin boards used will be restricted to official organization materials:

- A. Material shall not be posted without the authorization of a member of the Local Association Executive Board.
- B. Political campaign material, material which reflects upon the City or any of its employees in a detrimental manner, or any material intended solely for the personal use of any employee shall not be posted.

11.2 Meetings of the Officers of the Local Association may be conducted at City Hall or any other City Building, insofar as these meetings shall not disrupt the other employees from their normal work.

11.3 Reasonable requests for use of existing equipment and facilities will be granted to the Local Association by the Chief of Police. The Local Association agrees to pay for all materials

used for its purposes, and the Local Association agrees to reimburse the City for any damage to equipment entrusted to its use and care.

## **ARTICLE 12 GRIEVANCE PROCEDURE**

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

12.2: Definition:

- A. A "grievance" is a claim based upon an event or condition which affects the conditions or circumstances under which an employee works, allegedly caused by a violation of a provision or term of this Agreement or existing law.
- B. The term "employee" includes any individual or group who is a member of the bargaining unit covered by the contract.

12.3: STEP 1: Within (30) thirty days from its alleged occurrence, any employee having a grievance shall have the opportunity to take up the grievance with the shift commander, who shall attempt to adjust same. The employee presenting the grievance shall have the right to summon one member from the Executive Board and/or one member from the Grievance Committee of the Local Association. In the case of an ongoing or continuing grievance, the employee may summon the same member of the Executive Board and/or the same member from the Grievance Committee.

12.4: STEP 2: If the grievance is not adjusted by the Shift Commander on duty, it shall be reduced to writing, at that time, on the Union grievance forms signed by the aggrieved employee. The original shall be filed with the Shift Commander who shall date and sign for its receipt.

Within five (5) working days after the grievance is filed with the Shift Commander, he shall meet with the Grievance Committee Chairman, and attempt to settle the grievance. The Shift Commander's disposition shall be made known to the grievant, the Executive Board and Grievance Committee, in writing, within five (5) days after the meeting with the Shift Commander.

12.5: STEP 3: The Executive Board shall then review the grievance and it shall, within fifteen (15) days of this review, abandon the grievance or it shall be appealed to the Chief of

Police. If appealed to the Chief of Police, a meeting will be arranged with the President of the Local Executive Board and Chairman of the Grievance Committee, within five (5) days, and the Chief's written disposition shall be given to the grievant, the Executive Board, and the Grievance Committee within five (5) days after the meeting is closed. In the event the Chief rules against the grievant, his written disposition shall set forth specific reasons therefore.

12.6: STEP 4: If the grievance is still unsettled, the Union may appeal the grievance to the Personnel Director within five (5) calendar days of receipt of the Department Chief's answer. The Personnel Director or his designated representative shall within fifteen (15) calendar days of such appeal, meet with the Grievance Committee member and the President of the Local Association. The Personnel Director or his designated representative shall give his written, dated, and signed disposition of the grievance within fifteen (15) calendar days after such a meeting, to the President of the Local Association.

12.7: STEP 5: **ARBITRATION:** If after reviewing the grievance, the Union feels the disposition is still not satisfactory, it may within twenty (20) days after the answer is due, and by written notice to the other party, request either arbitration, or at the option of the Union, appeal to the Police & Fire Civil Service Commission. If arbitration is chosen, within five (5) days, following the notice of arbitration, both parties will attempt to select an arbitrator on an Ad Hoc basis. In the event the parties cannot agree upon an arbitrator within five (5) days, the Union will make a request to the American Arbitration Association. The parties will be bound by the rules and procedures of the agency so selected in the selection of the Arbitrator. The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the closing of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

- A. The power of the arbitrator stems from this Agreement and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from or modify any terms of this Agreement, nor shall he have any power or authority to make any decision which requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the employer, the Union and the employee(s).
- B. The costs for the arbitrator's services, including his expense, shall be borne by the party against whom the arbitrator rules. The prevailing party shall be deemed to be the party whom the arbitrator rules in favor of in its entirety. In the event there is no prevailing party, the costs of the arbitration shall be borne equally. Each party shall pay for its own expenses.

12.8: APPEAL TO POLICE & FIRE CIVIL SERVICE COMMISSION: If the grievance is not adjusted at the fourth step and the employee believes that he has grounds for appeal, the employee shall have the right to appeal to the Westland Police & Fire Civil Service Commission only those issues concerning disciplinary action and promotions. All other items of dispute must proceed through the other steps of the Grievance Procedure as provided in Article 11. If appeal to the Police & Fire Civil Service Commission is chosen, the employee shall give the Police & Fire Civil Service Commission written notice, with a copy to the City Personnel Director.

- A. This appeal shall be filed by the employee within thirty (30) days after the employee has been furnished with the written decision of the City's Personnel Director.
- B. In the event the Police & Fire Civil Service Commission does not make an adjustment of the grievance satisfactory to the employee, he shall have the immediate right of appeal to the Circuit Court for Wayne County as provided under Act 78 above.
- C. In the event that the Police & Fire Civil Service Commission should rule that it has no jurisdiction to hear the grievance, the Union may then elect to appeal that ruling to the Wayne County Circuit Court in accordance with Act 78 or in the alternative, proceed through the arbitration procedure established in Step 5.

12.9: Miscellaneous:

- A. No grievance, verbal or written, withdrawn or dropped by a member or association or granted by the City, prior to the final step of the grievance procedure, will have any precedent value.
- B. The Union shall have the right, through the Local Executive Board, to file a grievance directly with the Chief of Police at Step 3 of the grievance procedure if the Executive Board and/or the Union believes that the alleged violation affects the members of the entire bargaining unit. In such a case, the Union shall be deemed to be the grievant.
- C. During the pendency of any proceedings, and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of the parties.
- D. There shall be no reprisals of any kind by Administrative Personnel taken against the grievant, any party in interest or his Local Association Representative, any member of the Grievance Committee, or any other participant in the procedure set forth herein by reason of such participation.

- E. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- F. Time limits between the various steps may be waived and/or extended by mutual written agreement.
- G. It is understood that Dispatchers do not have the right to appeal to the Civil Service Commission, they being expressly excluded from the provisions of Act 78.

**ARTICLE 13  
COPIES OF CONTRACT**

13.1: The City agrees to deliver a copy of this Agreement to each member of the Local Association within thirty (30) days from the signing of the Agreement, and agrees to provide to the President of the Local Association, for its files, a copy of all insurance policies in force and applicable to the members of the Union as governed by this Agreement.

**ARTICLE 14  
WAGES**

Wages: 2014 – 0%, 2015 – 2%, 2016 – 2%, 2017 – 0% with a wage reopener (no other provisions of the contract to be negotiated at this time) to occur between April 1 and June 30, 2017, and 2018 – 0% (depending upon wage reopener).

- A. Police Officers hired prior to December 31, 2009 – wage scale shall be based on the following formula:

<b>2014</b>	\$64,530
<b>2015</b>	\$65,821
<b>2016</b>	\$67,137
<b>2017</b>	\$67,137
<b>2018</b>	\$67,137

Police Officers hired on or after January 1, 2010 – wage scale shall be on the following formula:

<b>2014</b>	START	6 MO	12 MO	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$38,720	\$41,946	\$45,173	\$48,399	\$51,625	\$54,854	\$58,077	\$61,304	\$64,530
<b>2015</b>	START	6 MO	12 MO	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$39,493	\$42,784	\$46,075	\$49,366	\$52,657	\$55,948	\$59,239	\$62,530	\$65,821
<b>2016</b>	START	6 MO	12 MO	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$40,282	\$43,639	\$46,996	\$50,353	\$53,710	\$57,066	\$60,423	\$63,780	\$67,137
<b>2017</b>	START	6 MO	12 MO	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$40,282	\$43,639	\$46,996	\$50,353	\$53,710	\$57,066	\$60,423	\$63,780	\$67,137
<b>2018</b>	START	6 MO	12 MO	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$40,282	\$43,639	\$46,996	\$50,353	\$53,710	\$57,066	\$60,423	\$63,780	\$67,137

- B. Dispatchers: Dispatchers wage scale shall be based on the following formula for dispatchers hired prior to June 30, 2014:

START-80% of top pay of a dispatcher  
 AFTER 2 YEARS – 85% of top pay of a dispatcher  
 AFTER 3 YEARS – 90% of top pay of a dispatcher  
 AFTER 4 YEARS – 95% of top pay of a dispatcher  
 AFTER 5 YEARS – 75% of top pay of a police officer

<b>2014</b>	START	24 MO	36 MO	48 MO	60 MO
SALARY	\$38,718	\$41,138	\$43,558	\$45,978	\$48,398
<b>2015</b>	START	24 MO	36 MO	48 MO	60 MO
SALARY	\$39,493	\$41,961	\$44,429	\$46,898	\$49,366
<b>2016</b>	START	24 MO	36 MO	48 MO	60 MO
SALARY	\$40,282	\$42,800	\$45,318	\$47,835	\$50,353
<b>2017</b>	START	24 MO	36 MO	48 MO	60 MO
SALARY	\$40,282	\$42,800	\$45,318	\$47,835	\$50,353
<b>2018</b>	START	24 MO	36 MO	48 MO	60 MO
SALARY	\$40,282	\$42,800	\$45,318	\$47,835	\$50,353

Dispatchers: Dispatchers wage scale shall be based on the following formula for dispatchers hired on or after July 1, 2014:

- START-70% of top pay of a dispatcher
- AFTER 2 YEARS – 75% of top pay of a dispatcher
- AFTER 3 YEARS – 80% of top pay of a dispatcher
- AFTER 4 YEARS – 85% of top pay of a dispatcher
- AFTER 5 YEARS – 90% of top pay of a dispatcher
- AFTER 6 YEARS – 95% of top pay of a dispatcher
- AFTER 7 YEARS – 75% of top pay of a police officer

<b>2014</b>	START	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$33,879	\$36,299	\$38,718	\$41,138	\$43,558	\$45,978	\$48,398
<b>2015</b>	START	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$34,556	\$37,025	\$39,493	\$41,961	\$44,429	\$46,898	\$49,366
<b>2016</b>	START	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$35,247	\$37,765	\$40,282	\$42,800	\$45,318	\$47,835	\$50,353
<b>2017</b>	START	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$35,247	\$37,765	\$40,282	\$42,800	\$45,318	\$47,835	\$50,353
<b>2018</b>	START	24 MO	36 MO	48 MO	60 MO	72 MO	84 MO
SALARY	\$35,247	\$37,765	\$40,282	\$42,800	\$45,318	\$47,835	\$50,353

14.2: Officers with prior patrol experience and dispatchers with prior dispatch experience for any political subdivision of the State of Michigan will be granted one-third (1/3) credit for years and months of service on the above wage scale. Up to two years on the scale can be credited.

### ARTICLE 15 SENIOR KNOWLEDGE PAY

15.1 Officers and dispatchers hired prior to July 1, 2014 and who have completed eight or more years of service as of March 31st of the current calendar year will be eligible to take a senior officer test. Employees must register to take the test by January 20th of that year. The test shall be administered in February of each year. If the test is not administered in February of that calendar year, all eligible registered employees will have their certification extended one additional year. The categories of the test shall be as follows:

Police Officers:

1. Local ordinances
2. State law
3. Rules and regulations of the police department
4. Policies/procedures

Dispatchers:

1. LEIN operation
2. 911 operation
3. Lifesaving/First Aid
4. Policies/procedures
5. Dispatching

A. The form of the test shall be multiple choice and true/false. A score of 70% is considered passing. An employee must pass this test at least once in the previous five (5) years to be eligible for the senior payment. An employee may take the test at any testing period and upon passing the test the employee will not be required to pass for an additional five (5) years from the period that the employee last passed the test.

B. The Chief and his Cadre will be responsible for the development of these written tests. The union will be allowed input into the test to assure that the test requirements are job-related and fair.

C. Payment of senior status:

Police officer hired prior to July 1, 2014:	\$4,000
Dispatcher hired prior to July 1, 2014	\$2,555

Payment represents the amount of compensation for the year beginning April 1 and is earned pro-rata by completed months of service. Employees who are promoted or retire from the bargaining unit prior to the completion of the year ending March 31st, shall not have any monies deducted from unearned monthly credits. Employees who leave for any other reason will have said monies deducted.

**ARTICLE 16  
(RESERVED)**

**ARTICLE 17  
OVERTIME/COURT TIME**

17.1: If an employee is called back while off duty for an appearance in any matter arising out of job related incidents occurring in the City of Westland or while on duty as a Police Officer for the City, that employee shall receive a minimum of four (4) hours paid in compensatory time for any A.M. session and an additional minimum of four (4) hours paid in

compensatory time for P.M. session, or in the alternative, the employee shall be paid at the rate of time and one-half (1-1/2), whichever is greater. Time shall be computed from when the employee checks into the station upon arrival and when he checks back upon return. In the event that the employee is required to use his own motor vehicle because of unavailability of a city vehicle, as determined by the Inspector or Shift Commander, in any of the above situations, he shall be reimbursed at the rate of twenty and one half (20.5) cents a mile plus parking expenses. All witness fees paid to employees appearing in Court on City time shall be turned into the City except reimbursement for parking and mileage expense when the employee uses his personal vehicle.

17.2: When an employee is called back for an 18th District Court appearance, he/she shall be paid for a minimum of three (3) hours if called for a morning session, and an additional three (3) hours if called for an afternoon session, and an additional three (3) hours for evening sessions, or in the alternative, the employee shall be paid at the rate of time and one-half (1-1/2) whichever is greater. However, any employee appearing in Court immediately preceding his normal shift by one (1) hour or less, shall be paid one (1) hour at time and one-half (1-1/2), and any employee appearing during regular duty hours shall be paid at the rate of time and one-half (1-1/2), if required to stay beyond his regular shift.

17.3: When an employee is called back for any other duty while off duty, or if the employee shall work beyond the normal shift, except to return City equipment or turn in police reports, he/she shall be compensated at the rate of time and one-half (1-1/2), with a minimum of two (2) hours guaranteed if called back as provided for in this section.

17.3: (a): When an employee is assigned to training or school on a leave day, the employee shall be compensated at the rate of time and one-half (1-1/2) for each hour of training or school.

17.4: In the event an employee is required to work court overtime prior to an employee's normal work schedule, the employee will be entitled upon the OIC's approval of time spent in court to be off duty for a period of four (4) hours, commencing at the time he is released from court. The employee shall suffer no loss of pay for this four (4) hour period.

17.5: A police officer hired prior to July 1, 2014 may accumulate up to one hundred sixty (160) hours of compensatory time. A police officer hired on or after July 1, 2014 may accumulate up to one hundred twenty-five (125) hours of compensatory time. A dispatcher may accumulate up to one hundred (100) hours of compensatory time. Any amount in excess the maximum hours shall be paid to the employee at the prevailing hourly rate in effect at the execution of this Agreement. As to exchanging compensatory time not in excess of the maximum hours for cash payment, the prevailing hourly rate shall be paid.

17.6: Special Assignment Compensatory Bank: For SWAT, K-9 officer and department training only, officers may work in lieu of regular payment or regular compensatory for special compensatory time. This special compensatory time shall be earned at the rate of

one and one-half (1.5) times the number of hours actually worked. This special overtime shall not exceed a bank of one hundred (100) hours at the end of any four (4) month shift period. Special compensatory time shall be taken off on an hour-for-hour basis. Any special compensatory time in excess of one hundred (100) hours at the end of any shift cycle will be transferred to the employee's regular comp time bank.

17.7: In the event an employee dies, retires or resigns, or is discharged, he or his beneficiaries or heirs shall receive compensation in the sum equivalent of his accumulated compensatory time at his/her prevailing hourly rate.

17.8 All employees placed on a stand-by status while off duty will be compensated at the following rate: Before 12 noon – two (2) hours compensatory time. After 12 noon – two (2) hours compensatory time.

17.9: Employees called back while off duty to work a mutual aid incident shall be compensated at a double time rate for all hours assigned to work the mutual aid incident, and shall be paid for a minimum of two (2) hours. Time shall be compensated when the employee checks into the station upon arrival until dismissal from such assignment.

17.10:

1. Effective July 1, 2013, Dispatchers will continue on a 12 hour shift rotation but will be required to start an Emergency On-Call Dispatcher Rotation Schedule. It is agreed that there will be no compensation for the On-Call Dispatcher for the time spent On-Call. However, if the Dispatcher is called in to work, they will be paid for the hours worked, per contract.
2. The On-Call Master List will be submitted to the shift supervisors prior to shift rotation. For the Emergency On-Call rotation, Dispatchers on each shift will be labeled 1-5 by seniority. Dispatchers will go in order of seniority with number 1 being the highest seniority and number 5 being lowest seniority on that shift.
3. Call-in overtime will be offered to all available dispatchers until filled. If, by hours and seniority, the call-in is offered to the On-Call Dispatcher, he/she may opt to take it. If there are no takers, the On-Call Dispatcher would be forced to work the shift. This procedure will be used whenever there is less than 48 hours' notice to fill needed overtime.
4. If the overtime need is for 48 hours or more, the scheduled overtime procedure will be followed. The scheduled overtime will consist of the overtime being offered to all available Dispatchers by seniority and hours. Considering low hours and seniority, a Dispatcher may be ordered in for this overtime. This scheduled overtime is not the responsibility of the On-Call Dispatcher.

5. If a Dispatcher needs to call in sick for his/her regularly scheduled shift, it must be done a minimum of two hours prior to the start of that shift.
6. If the On-Call Dispatcher cannot be contacted or fails to show for the Emergency On-Call overtime, the on duty shift commander will order a dispatcher to stay over for up to 6 hours and another may be ordered to return in 6 hours to cover the shift. This will be done with consideration of overtime hours/seniority.
7. It is the responsibility of the On-Call Dispatcher to be prepared for a call in. If the On-Call Dispatcher is called in they are required to arrive promptly to cover the shift. Failure to respond when contacted or failure to show for Emergency On-Call overtime may result in progressive discipline per contract.
8. The Chief of Police reserves the right to terminate 12 hour shifts and implement an eight (8) hour shift rotation at his discretion.

The Department will make every reasonable effort to equalize scheduled overtime, first by seniority and then by hours of overtime worked.

- A. Daily Overtime. Daily overtime is that which results from sick calls or other unexpected temporary emergencies which have created temporary manpower shortage on the shift.

All uniform officers will be allowed to work daily overtime, and an updated daily overtime list will be kept for each shift or uniform assignment. Each list will be available for inspection by all personnel. Daily overtime will first be offered to officers assigned to the opposite platoon with the manpower shortage. For example: Nights A calls Nights B, Days B calls Days A, etc. The officer with the least credited daily overtime and the greatest seniority shall be offered the overtime assignment first. Officers who refuse the overtime shall be charged on the daily overtime list the amount of hours as if they have worked them. In the event no officer from the opposite platoon can be reached or accepts the overtime, overlap officers from the opposite platoon will be called next. Hours either worked or refused will accumulate on the daily overtime list during each shift cycle, and will be rolled back to zero at the start of each new shift cycle. Answering machines will be treated as no answer. The City has no liability regarding calls answered by an answering machine. Prior to ordering a patrol officer to accept an overtime assignment, unclaimed overtime shall be offered to command officers following the same process. If no command officer accepts an unclaimed overtime assignment, a patrol officer shall be ordered to work overtime based on availability, lowest total hours and seniority if two or more officers have the same lowest total hours.

- B. Unexpected Scheduled Overtime. Unexpected scheduled overtime is that overtime resulting from any event occurring within the department with less than 48 hours prior notice. This overtime will be offered to officers with the least credited scheduled overtime and the highest seniority who are available to work. This includes officers from Community Policing, Traffic Bureau, Property Room and School Resource Officer and the platoons not scheduled to work on the day of the overtime. Officers who either work or refuse unexpected scheduled overtime will have such hours credited to the scheduled overtime list. Prior to ordering a patrol officer to accept unexpected scheduled overtime, unclaimed overtime shall be offered to command officers following the same process. If no command officer accepts an unexpected scheduled overtime assignment, a patrol officer shall be ordered to work overtime based on availability, lowest total hours and seniority if two or more officers have the same lowest total hours.
- C. Scheduled Overtime. Scheduled overtime is overtime resulting from any event the department had notification of 48 hours prior to the event. All scheduled overtime will be offered only to uniformed officers. K-9 and Property Room officers shall be considered uniform officers for purposes of this section. Said assignments shall be made from the scheduled overtime list. Assignments for scheduled overtime will be made by applying the following formula: The officer with the least credited scheduled overtime and the greatest seniority shall be offered the overtime assignment first. Officers who work or refuses the overtime shall be charged on the schedule overtime list the amount of hours as if they had worked. Any officers, except officers who are assigned to the Property Room Officer, who have worked within the last six (6) hours are not eligible for work scheduled overtime assignments.
- D. The Master List of scheduled overtime shall be kept up-to-date in the Shift Commander's office. A monthly summary of the Master List will be posted by the Administration in the squad room.
- E. In the event of cancellation of scheduled overtime, a reasonable attempt will be made to notify those Officers previously scheduled to work the assignment at least two (2) hours prior to the start of the assignment. Failure to do so will result in compensation as per Section 17.3 (Callback).
- F. Accumulation of Overtime (Scheduled Overtime). Overtime will accumulate on the scheduled overtime list for a period not to exceed two (2) years. On January 1st of every even-numbered year, all hours will be rolled back to zero. Anyone added to list mid-term will be credited with highest number hours posted.

- G. Probationary Officers. A probationary officer who is in the Field Training Program will not be allowed to work any overtime until he has completed the Field Training Program.
  
- I. Notification to Union. The City will provide the Union President written notice of scheduled overtime events outlining the following:
  - 1. Name of the event
  - 2. When and where it is to take place
  - 3. Who requested the service of the Police Department - Example: Mayor, Principal or what school Superintendent, etc....
  - 4. Number of officers scheduled to work. Written notice will be provided as quickly as possible to the Union.
  
- J. In the event the employer makes an unintentional mistake concerning the call back procedure, the City will provide the officer who was skipped with an equal overtime opportunity in lieu of payment within a reasonable period of time.

**ARTICLE 18  
EMPLOYEE INJURIES**

18.1: Each employee shall be covered by the applicable Worker's Compensation Laws. The City further agrees that with the exception of Dispatchers, officers being eligible for Workers Compensation income shall receive an amount to be paid by the employer sufficient to make up the difference between Worker's Compensation income and his regular weekly income up to a maximum period of one (1) year.

18.2: If a Police Officer is unable to perform his/her regular duties as a result of an accident and/or illness as the result of an on the job event or while off duty and acting in the capacity of his oath of office, the Police Officer shall be provided with such police duties as he is capable of performing within the Police Department, upon the recommendation of the City designated doctor. The City is not responsible for providing duties other than an officer's regular duties if an officer is injured while off duty or incapacitated from injury or illness that is not job related.

18.3: In the event that a Police Officer is killed in the line of duty, his or her spouse and dependents shall receive benefits and pension as specified in section 44.10.

18.4: Dispatchers shall be limited to benefits from Worker's Compensation in case of injury on the job and sick time if off duty.

18.5: Employees who are on light duty due to being injured on the job, according to the City Doctor's restrictions, may be assigned to another shift to expedite visits for medical

treatments providing the employee has been given 48 hours notice of such a change. When treatments end the employee will resume his/her normal shift.

**ARTICLE 19  
CLOTHING ALLOWANCE**

19.1: Each officer and dispatcher shall receive a clothing allowance on the first payday of October for the loss, refurbishing, care and maintenance of all personal clothing or personal property.

Officers hired prior to July 1, 2014, shall receive \$1,500  
Officers hired on or after July 1, 2014 shall receive \$1,000

Dispatchers hired prior to July 1, 2014 shall receive \$850  
Dispatchers hired on or after July 1, 2014 shall receive \$700

19.2: For Dispatchers, the Employer has the right to establish a fair and reasonable dress code, but when the Employer requires a particular uniform, badge, emblem or equipment, the Employer agrees to furnish same. Such uniforms shall be wash and wear for ease of maintenance.

19.3: The City will supply every officer with body armor, and shall replace said armor as needed and in accordance with manufacturer recommendations.

**ARTICLE 20  
WEAPONS QUALIFICATION**

20.1: Payable on the first pay in September, all officers shall receive a Weapons Qualification Allowance providing the employee qualifies twice a year; one qualification will be on the inside range and one qualification will be on the outdoor combat range. Qualifications shall not be scheduled on weekends or holidays. The indoor range shall be made reasonably accessible to all officers. If an officer is required to qualify while off duty, the officer shall be compensated at the rate of time and one half for any hours beyond the eighty (80) hours scheduled in the pay period.

Officers hired prior to July 1, 2014, the amount will be \$1,250  
Officers hired on or after July 1, 2014, the amount will be \$750

20.2: The City shall replace service weapons that are deemed unserviceable by the senior range officer and shall be maintained in perfect operating condition, at the City's expense.

20.3: The department issued weapon shall be as determined by the Chief of Police and as approved through the City's budget process. Exception can be made for officers on assignment who could be issued other departmental authorized weapons, or officers could carry their personal authorized weapons. The City shall purchase all ammunition for qualification and duty use.

20.4: This Article shall not apply to Dispatchers.

## **ARTICLE 21 PERMANENT SHIFTS**

21.1: A. Officers will be assigned to permanent shifts for a period not to exceed four (4) months. The cycles shall commence on February 1st, June 1st, and October 1st. Permanent shifts shall be determined on a seniority basis with each officer being permitted to bid from the first through the seventh day in the month preceding shift change. All bid sheets shall be turned in to the Chiefs office on the 8th day of said month. The shift schedule shall be posted on the 15th day of said month. If a WPOA member is going to be absent (vacation, illness, etc.) during the shift selection period, it shall be his/her responsibility to make his/her immediate Supervisor aware of his/her shift preference. Failure to do so will result in the WPOA member being assigned at the Chiefs discretion. New employees shall not participate in the bid process for their first four (4) four month cycles (16 months).

B. Shift premium shall be paid officers assigned to shifts as follows:

1. Officers assigned to shifts starting from 11 a.m. up to 7 p.m. are to be paid \$250 every four (4) months (shift cycle).
2. Officers assigned to shifts starting from 6 p.m. up to 5 a.m. are to be paid \$300 every four (4) months (shift cycle).
3. Dispatchers shall be paid 75% of the above shift premiums for the appropriate shift.

C. Payments for shift premiums shall be paid within thirty days of the expiration of each four month shift period.

21.2: A. The working day will consist of shifts of twelve (12) hours each for the Patrol Division. Overlap patrol shift schedules are at the discretion of the Chief. The Day and Night shifts shall begin at 7:00 a.m. and 7:00 p.m. Officers required for prisoner transport are to be on an 8 hour schedule. The shifts shall be determined on a seniority basis. The City shall determine which platoon the employee will be on.

- B. When an officer transitions from one shift/platoon to another, the hours worked within the current cycle will be handled at the Shift Commander's discretion. However, in no case shall an employee be required to work more or less hours within the schedule cycle the employee was being transferred from.
- C. Patrol officers will be assigned to work a seven out of fourteen day schedule. Effective the pay period after ratification, the additional four hours scheduled shall be added to the employee's comp time bank at straight time. Existing accrued x-time must be used prior to July 1, 2008 or it will be forfeited.
- D. The Traffic Division and other special assignments are not included in the twelve (12) hour shift program.

21.3: The City has a right to change pre-scheduled leave days and shifts with a 48-hour notice for training purposes and out-of-city court. If training is for three (3) days or longer an employee's training day shall be considered as a full work day, regardless of length of training. If such training falls on a scheduled leave day, the department shall owe the employee an additional 12 hour leave day to be taken at a later date. If overtime per officer exceeds the average of the previous three years then this shall also apply to District Court. If training is for two (2) days or less upon completion of training for that day, the officer is to report back to Shift Commander. Employees assigned to a shift will not be arbitrarily transferred to a different shift during the four-month period of the shift. However, in no event shall this be construed to limit the City's right to make special, emergency, FTO or temporary assignments, not to exceed 30 days, based upon the operating needs of the Department. FTO temporary assignments shall be made as follows:

- A. Request for volunteers. (Volunteers may extend the assignment for more than 30 days.)
- B. Failing to achieve the necessary number of FTO's required through volunteers the Chief may assign any FTO for a period of 30 days to another shift in any 12 month period.

21.4: There will be a meeting every six months between the Association and the City to discuss the operation of 12-hour shifts, and any modifications if needed. Upon written notification by the City of a problem with the functioning of 12-hour shifts, the parties will meet at the earliest possible time. If the parties are unable to agree on any proposed change(s), the City may, upon thirty days notice, issue reasonable rules and regulations concerning operation, cost, morale, productivity and effectiveness of 12-hour shifts. Should the Union disagree with the reasonableness of the City's change(s), then a neutral arbitrator (selected by using the expedited arbitration procedure of the American Arbitration Association) shall determine the reasonableness of such changes. Such change(s), or parts of

change(s), alleged to be unreasonable shall not be implemented until the receipt of the decision of the arbitrator.

21.5: Should 12-hour shifts be discontinued, the Department maintains the right to have roll call for officers which will be compensated at a rate of time and one-half which will be placed in their compensatory bank.

21.6: In the event the shift bid selection process does not result in at least two FTO's and two evidence technicians being deployed to each platoon on the day shift, and each platoon on the night shift, notwithstanding the shift bid, the Chief shall have the right to assign FTO's and evidence technicians to such platoons for a full four (4) month shift cycle in order to balance the platoons. Such assignment shall be made by the Chief among those FTO's and evidence technicians with the lowest seniority and by lottery should the seniority be equal. The Chief's right to assign FTO's under this section shall be contingent on the City maintaining a pool of fourteen (14) FTO's in the patrol division, and the Chief's right to assign evidence technicians is contingent upon the City maintaining a pool of ten (10) evidence technicians in the patrol division. The Chief has the option of assigning one FTO to each overlap platoon.

**ARTICLE 22  
VACATIONS**

22.1: For the purpose of computing vacation eligibility and amount, vacations shall be earned and accrued monthly. Vacation shall be earned in accordance with the following schedule:

Employees hired prior to July 1, 2014:

	<u>Officers</u>	<u>Dispatchers</u>
Less than 3 years	96 hours per year	96 hours per year
3 years but less than 5 years	160 hours per year	144 hours per year
5 years but less than 7 years	160 hours per year	160 hours per year
7 years but less than 10 years	192 hours per year	160 hours per year
10 years but less than 13 years	224 hours per year	192 hours per year
13 or more years	260 hours per year	192 hours per year

Employees hired on or after July 1, 2014:

	<u>Officers</u>	<u>Dispatchers</u>
Less than 3 years	84 hours per year	84 hours per year
3 years to less than 5 years	120 hours per year	104 hours per year
5 years to less than 7 years	132 hours per year	132 hours per year
7 years to less than 10 years	168 hours per year	148 hours per year
10 or more years	192 hours per year	192 hours per year

22.2: Officers preferences as to time off for vacation will be considered subject only to the Department's ability to maintain the highest standard of protection for the City's welfare. Officers shall be entitled to preference by seniority in the Department in the following manner:

- A. The following procedure shall be adhered to in Shift Selection and Vacation Selection for Westland Police Officers Association members.
  1. WPOA members shall submit vacation requests to the appropriate Shift Commander from the sixteenth to the twenty-third of said month. Final deadline for vacation selections to be 1700 hours on the twenty-third day of the preceding month.
  2. Employees must have been employed at least six (6) months before becoming eligible for vacation. Accumulation earnings shall be effective from the first month of hire.
- B. During the shift pick period each employee shall be entitled to select a vacation by seniority for the next four month period. Employees may use any leave time except sick leave for their vacation bid. Dispatchers pick separately under the same procedure. The number of selections for a given day shall be subject to the Department's ability to maintain the highest standard of protection of the City's welfare. Each employee may submit more than one vacation request, but multiple requests must state the employee's order of preference (i.e. selection 1, selection 2, etc.). The first pick shall be granted to an individual by seniority, and secondary requests by that individual will be set aside until each employee of lower seniority has had one selection granted. Then secondary requests will be considered under the same process. After the selection process any employee may choose a vacation or personal leave day on a first come basis. If an employee selects a vacation day and the employee returns to work on that day, unless the employee has a reasonable excuse as approved in the discretion of the Chief, the employee shall forfeit all subsequent days associated with that selection and those days will be left open to other employees on a first come basis.
- C. Once vacation or personal days are picked and approved, they cannot be bumped by another employee with more seniority. Employees who wish to receive approval for a vacation that may carry-over into the next succeeding shift pick period, may do so if such days in the next period are directly subsequent to the approved vacation in the shift pick period (i.e., no scheduled work days between the vacations).
- D. Vacation used in any calendar year must have been earned in the previous calendar year.

22.3: Dispatchers preference for vacation shall be administered according to dispatch seniority.

22.4: The anniversary date of service shall be the date of appointment to the Police Department. If the employee has, by his own volition, terminated employment and returned, the anniversary date shall be the date when the employee was rehired. For dispatchers, such date shall be determined by the Employer and Union, subject to the grievance procedure.

22.5: Upon separation from service for any reason, an employee shall be paid for his earned vacation. In the event of death, the employee's dependents, if designated, or his Estate shall be paid the vacation pay.

22.6: The vacation bank of each employee shall be limited to two hundred forty (240) hours. On the last day of December of each year thereafter, all vacation hours over two hundred forty (240) hours will be paid off at the prevailing hourly rate for that employee at one hundred (100%) percent of each vacation hour. Such payment will be made on the first payday in February.

### **ARTICLE 23 LAYOFFS**

23.1: Layoffs shall be made in conformity with the principle of seniority; i.e., the last one hired being the first one laid off, and the first one laid off being the last one recalled.

23.2: In the event a reduction in the work force becomes necessary for any reason and the number of patrol officers is reduced below sixty-two (62) by layoff, disability retirement, regular retirement, discharge or any other reason, the number of dispatchers will be reduced by two for every one patrol position left vacant in which the Employer does not fill within a reasonable time.

### **ARTICLE 24 SENIORITY AND TRANSFERS**

24.1: Seniority shall be determined as date of hire of an employee in the Westland Police Department.

24.2: The President of the Bargaining Unit will receive top seniority for the purpose of shift bidding.

24.3: Vacancies in the Police Department will be filled in accordance with Act 78 with the exception of Dispatchers.

24.4: Dispatchers shall acquire seniority from the date of employment as dispatcher in the City of Westland Police Department. Dispatchers do not come under Act 78 Civil Service.

- 24.5:
- a. The Chief in his discretion may assign patrol officers to the Intelligence Bureau (SIU), Community Policing, Neighborhood Resource Officer, and School Resource Officer for a period not to exceed three (3) years. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.
  - b. The Chief in his discretion may assign officers to the Support Services Bureau. Officers assigned to these positions will work eight hour shifts and individual start times will be determined in the discretion of the Chief.
  - c. The Chief in his discretion may assign officers to the Traffic Bureau. Assigned officers will work eight hour shifts and individual start times will be determined in the discretion of the Chief.

24.6: The Union specifically recognizes that computer operation and coordination for the public safety computer may be performed either by police officers or by private contractors.

24.7: Any officer that resigns from the Westland Police Department and within two (2) years of said date of resigning is reinstated by the Westland Police & Fire Civil Service Commission will have the date of rehire as his or her seniority for the purpose of:

- Clothing
- Weapons Qualification
- Vacations
- Layoffs
- Sick Leave
- Personal Leave Days
- Holiday Pay
- Shift Preference
- Promotions

For the purpose of wages he/she shall begin at the one year level.

## **ARTICLE 25 SAFETY AND WELFARE**

25.1: There shall be a minimum of six (6) patrol officers who may be supplemented by a shift supervisor assigned to road duties scheduled to work twelve (12) hour shifts between the hours of 7:00 p.m. and 7:00 a.m., subject to the following:

25.2: Cars shall be manned only by duly sworn officers.

25.3: For the purposes of counting employees, in order to determine the rates of two (2) person cars to one (1) man cars, shifts shall always be counted separately.

25.4: One (1) person cars shall be offered first to the most senior officer on the shift and secondly by individual preference of the employees on that shift.

25.5: (Reserved).

25.6: Should the Department choose to have a two-officer car outside of the hours of 7:00 p.m. and 7:00 a.m., the City may assign such officers within their sole discretion limited to one day at a time for any officer. The second consecutive day assignment of a particular officer is subject to 25.5 above.

25.10: The Department shall appoint an officer who will work in conjunction with the Shift Commander for the purposes of determining the soundness of vehicles for use during any tour of duty. If a vehicle should be determined to be unsafe by the officer and Shift Commander for use during any shift, they shall cause same to be parked, and the vehicle shall remain parked until properly cleared by the City designated mechanic as fit for service on the road. In the event that the officer and Shift Commander should disagree as to the soundness or fitness of a vehicle for service on a shift, the Shift Commander's decision shall prevail until the City designated mechanic determines the fitness of the vehicle for use. At the beginning of each shift the employee assigned to a patrol vehicle shall inventory said vehicle and make the appropriate notation on his activity log and prior to commencing his patrol, he shall bring same to the attention of the Shift commander should any of the enumerated items be missing. Should any of the above items be missing from the patrol vehicle and not accountable, the employees assigned to that patrol vehicle shall be responsible for the replacement cost of same.

25.11: The Chief and the City will submit a letter of understanding to the effect that the Chief will meet with the Union representatives regarding safety of vehicles, vehicle specifications, etc.

25.12: Transportation of prisoners within the City limits or to and from the 18<sup>th</sup> District Court or adjoining municipalities may be done by one (1) person police units, provided patrol car is equipped with a safety screen and then only one (1) prisoner shall be transported by any one (1) person police unit. Should a prisoner be deemed high risk, combative or exhibit signs of mental instability, a two (2) person unit shall conduct the transport.

25.13: The City agrees not to reduce by layoff, termination, retirement or demotion) manpower levels of seventy six (76) sworn personnel (forty four (44) patrol officers, thirty two (32) command and the chief) at the Police Department until June 30, 2019. If staffing

levels fall below the agreed upon numbers, the City and Union shall meet to negotiate an agreement to restore staffing levels.

**ARTICLE 26  
K-9 OFFICER**

26.1: The K-9 officer (handler) hired prior to July 1, 2014 shall receive a monetary, annual reimbursement in the amount of \$5,500 for the daily care and maintenance of the Department animal. K-9 officers hired on or after July 1, 2014 shall receive \$3,500 per year reimbursement for the daily care and maintenance of the Department K-9 animal. Payment will be on the first pay in January for the previous year's service; payment may be pro-rated if necessary. Food, equipment and medical care will be at the City's expense (see below). If for any reason the officer is unable to care for or maintain the animal, e.g. vacation, personal or sick time, etc., the Chief or his designee will authorize a kennel for the housing of the animal, at the officer's expense. If the situation becomes long term due to extenuating circumstances, the Chief or his designee will evaluate same and meet with the Union to make a determination. However, the final determination will be made by the Chief.

26.2: The City (Department) shall have an open account for the purpose of purchasing food, equipment and medical care for the animal.

26.3: Uniforms shall be as directed by the Chief or his designee. The initial issuance will be purchased by the Department. Thereafter, the officer will be responsible for replacement and maintenance.

26.4: The officer's platoon assignment will be at the discretion of the Chief or his designee.

26.5: The officer's work schedule may be changed by the Department for various reasons, e.g. training or work requirement, but shall not be changed for the sole purpose of circumventing the payment of overtime.

26.6: Call-in and overtime pay will be provided under contract language. K-9 officers will be included on both the daily and the scheduled overtime lists. The K-9 officers will be utilized in accordance with the procedures outlined in Article 17.10.

26.7: If an animal has been in service for more than one (1) year and its handler is unable to perform his/her duties for reasons such as the handler becoming injured or promoted but not for disciplinary reasons or unsatisfactory performance, the handler will be given the opportunity to purchase the animal.

26.8: At the conclusion of an animal's service career, the ownership of the animal may be transferred to its K-9 handler.

26.9: K-9 officers may be removed from their assignment to the K-9 section at the discretion of the Chief.

26.10: The K-9 section can be eliminated at any time at the discretion of the Chief.

**ARTICLE 27  
EDUCATION**

27.1: The City shall require that employees will attend any departmental schools or training which the City feels is necessary for the furtherance of police objectives. In the event an employee is required to attend school, he shall be paid at the rate of straight time for such attendance with travel time to be paid to reflect fifteen (15) minutes plus time from the station to the school and fifteen (15) minutes plus time from the school to the station (for a total of thirty (30) minutes). In addition thereto, the employee shall receive transportation furnished by the City or will be paid for mileage expense in the event that a City-owned vehicle is unavailable. Should the employee's designated leave days fall on the days that the employee is attending school, the employee shall be compensated at the rate of time and one-half (1-1/2) as specified in section 17.3(a).

27.2: Based upon the amount of funding approved in each fiscal year budget, the City agrees to provide tuition reimbursement up to a maximum of \$4,000 per calendar year for officers and dispatchers hired prior to July 1, 2014 and tuition reimbursement up to a maximum of \$2,500 per calendar year for officers and dispatchers hired on or after July 1, 2014. This refund covers classes that are necessary in securing an Associate's, Bachelor's or Master's Degree in Police Science, Police Administration, Business Administration, Computer Science and/or Criminal Justice, subject to the following conditions:

- A. That the employee secures approval from the Chief prior to enrollment for said class.
- B. That the employee receive a passing grade other than a "D".
- C. Any time off work, so that the employee can attend class, shall be at the discretion of the Chief.
- D. Textbooks shall be provided from the Police Department Library or purchased for the use of the employee. However, at the conclusion of said classes the textbooks shall be returned to the City and shall be retained at the Police Department Library.
- E. Should an employee resign or be discharged within five (5) years of receipt of tuition reimbursement, employee shall repay to the City the reimbursement(s) received as follows: termination date within twelve (12) months of receipt of

reimbursement – 100%, 1-2 years – 80%, 2-3 years – 60%, 3-4 years – 40% and within 4-5 years – 20%. Employee has no obligation to reimburse after serving five or more years with the City.

27.3: Officers hired prior to July 1, 2014 shall receive the following stipends as noted below to be paid the second pay in July. Each employee shall only receive one stipend annually (stipends are non-cumulative). For instance, an officer has earned a Master’s degree and has also completed all required training, SWAT training and previously earned a Bachelor’s degree. Officer shall only receive the \$3,000 for earning the Master’s degree.

- A. Officers shall \$500 for completing all required training.
- B. Officers who have completed, in addition to all required training, training in SWAT, Breathalyzer, Narcotics and/or Accident Prevention/Reconstruction shall receive \$1,500.
- C. Officers with above training who have completed a Bachelor’s degree shall receive a total of \$2,000.
- D. Officers with above training who have completed a Master’s degree shall receive a total of \$3,000.

This Education stipend is included in AFC for retirement, capped at \$2,000 for all officers hired prior to July 1, 2014. The Education stipend does not apply to Dispatchers, or new hires on or after July 1, 2014.

**ARTICLE 28  
CITIZEN PATROL**

28.1: Citizen Patrol. It is recognized that the City may adopt an “Eyes and Ears” citizen patrol program. However, it is recognized that such participants will not transmit on regular band Police radios or use police vehicles, regular police equipment, or wear any uniforms that may I.D. them as police officers, or act in the capacity as a reserve/auxiliary police officer.

28.2: The parties agree that volunteer citizens in the Neighborhood Watch Program can issue handicap parking violations, and make vacation checks.

**ARTICLE 29  
SICK LEAVE**

29.1: An employee hired prior to July 1, 2014 shall accumulate twelve (12) hours per month sick leave, credited on the first day of each month. Each officer hired prior to July 1, 2014

shall accumulate no more than sixteen hundred (1600) hours in his sick bank. Officers hired on or after July 1, 2014 shall accumulate twelve (12) hours per month, credited on the first day of each month, and shall accumulate no more than 1,200 hours in one's sick bank. Dispatchers hired prior to July 1, 2014 shall accumulate no more than four hundred eighty (480) hours. Dispatchers hired on or after July 1, 2014 shall earn six (6) hours of sick leave per month, credited on the first day of each month and shall accumulate no more than three hundred sixty (360) hours in sick leave bank. On the first payday in February, and every year thereafter, any hours in excess of the maximum as calculated as of December 31 of the preceding year shall be paid to the employee at the prevailing hourly rate at one hundred (100%) percent of his pay as of the payment date.

29.2: In the event an employee dies, retires, resigns or is terminated for any reason, he or his beneficiaries or heir shall receive compensation in the sum equivalent of his accumulated sick leave credits at his prevailing hourly rate.

29.3: Employees, at their discretion, may donate either sick days or compensatory time (in increments of eight (8) hours) to another employee, provided: 1) the employee receiving donated time has completely exhausted his/her sick bank; 2) time is being donated to an employee for whom an illness has been verified and supported by medical documentation; 3) the donated sick or compensatory days are not included in any calculations of average final compensation used to determine retirement or pension benefits; and 4) the employee donating time retains a minimum of fifty-six (56) hours sick leave for their own use. It is understood that police officers may only donate to other officers and dispatchers may only donate to other dispatchers.

29.4: An employee having an excess of four hundred (400) hours of accumulated sick time may sell back, at his option, the previous year's accumulated sick time, up to a maximum of twelve (12) days as long as he declares that intention by January 1. Those accumulated sick days sold back to the City shall be paid the first pay in February, at the then prevailing hourly rate.

29.5: Employees hired prior to July 1, 2014 who use 48 hours or less of sick leave in a calendar year (January 1 through December 31) shall be credited with an additional 48 hours of vacation time, which will be added to their vacation bank on January 1<sup>st</sup> of the following calendar year. Employees hired on or after July 1, 2014 who use 24 hours or less of sick leave in a calendar year shall be credited with an additional 24 hours of vacation time, which will be added to their vacation bank on January 1<sup>st</sup> of the following calendar year. For purposes of this section, donations pursuant to section 29.3 and "sell back" pursuant to section 29.4 shall not be considered the "use" of sick time.

**ARTICLE 30  
DRUG POLICY**

## 30.1:

I. PURPOSE

The purpose of this order is to provide all sworn employees with notice of the provisions of the departmental drug testing program.

II. POLICY

It is the policy of this Department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. Second, there is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and thus job performance. Third, where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

In order to ensure the integrity of the Department and to preserve public trust and confidence in a fit and drug free police department, the Department has implemented a drug testing program to detect prohibited drug use based upon a standard requiring probable cause.

III. DEFINITIONS

- A. Drug Test. The production and submission of urine and/or blood by an employee in accordance with departmental procedures for chemical analysis to detect prohibited drug use.
- B. Probable Cause. Cause must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual that would lead the reasonably trained person to suspect that the individual is or has been using drugs while on or off duty. Probable cause is that amount of facts and circumstances within the knowledge of a supervisor or the administrator which is sufficient to warrant a prudent person to believe it is more probable than not that an officer is or has been improperly using drugs while on or off duty.

- C. Employee. Any individual whether sworn or civilian, employed full-time or part-time, by the Westland Police Department.

IV. PROCEDURES

A. General Rules

1. All potential police employees, both sworn and civilian, must successfully pass a drug screen during their pre-employment physical examinations.
2. The following rules shall apply to all employees, while on and off work:
  - A. No employee shall illegally possess any controlled substance.
  - B. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
  - C. Employees shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. This notification will be in the form of a written memo.
  - D. Any violation of the substance abuse policy shall be immediately reported to the Chief or Deputy Chiefs.

B. Employee Drug Testing

1. The Chief or Deputy Chief may order an employee to take a drug test for probable cause. A written summary of the facts supporting the order shall be made available to the employee prior to the actual test. The test will be conducted at a medical facility agreed to by the Union and Employer.
  - a. If such employee's test is negative, the summary of facts supporting the order shall not be placed in his/her personnel file.
  - b. Test results reporting a presence of illegal drugs or narcotics, or the use of prescription drugs without a prescription or the abuse of any over-the-counter drugs, will be submitted to the Chief or Deputy Chiefs, who will make a determination on any dispute or rehabilitation as needed. In the event of a positive reading, the employee may request a second test at another authorized medical facility, agreed to by the Union and Employer.
  - c. At the time of the original test, the testing facility will draw two samples and adhere to chain-of-custody procedures in regard to the care and custody of the samples. After the first sample

returns a positive, the employee may request the second sample be tested at a second facility using a mass spectrometry procedure to verify the existence of improper drugs.

2. If an employee under his/her own volition makes the Department aware that he/she has a substance abuse problem of a prescription drug, that employee will be offered a Union and Department approved rehabilitation program. The employee will be held accountable to the conditions associated with the program.
3. Failure to report for testing during the time period the employee is requested to test will be considered the same as testing positive.
4. Persons assigned to the Special Investigative Unit must submit to a drug test as defined above prior to entering into the unit, randomly during the term of service in the unit, and upon exiting the unit.

### **ARTICLE 31 FUNERAL LEAVE DAYS**

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

31.2: In the event of a death in the immediate family, the employee shall be granted sixty (60) working hours off with pay. Immediate family shall be defined as spouse, children, stepchildren, parents, stepparents, parents-in-law and grandchildren.

31.3: An employee shall be granted thirty-six (36) working hours off with pay in the event of the death of brother, sister or grandparent of the employee or their spouse.

31.4: An employee hired prior to July 1, 2014 shall be granted twenty-four (24) working hours off with pay to attend the funeral of any uncle, aunt, niece, nephew, brother-in-law or sister-in-law. An employee hired on or after July 1, 2014 shall be granted twenty-four (24) working hours to attend the funeral of any uncle, aunt, niece, nephew, brother-in-law or sister-in-law. In order to be paid for this time off, the employee must use accumulated leave in his/her leave banks.

**ARTICLE 32  
PERSONAL LEAVE DAYS**

32.1: Officers hired prior to July 1, 2014 who have accumulated one (1) year seniority shall be allowed seventy-two (72) hours of non-cumulative personal leave with pay per year. Officers hired on or after July 1, 2014 who have accumulated one (1) year of seniority shall be allowed forty-eight (48) hours of non-cumulative personal leave time with pay each year. Newly hired officers shall be awarded personal leave time at the time they are hired at the rate of four (4) hours for each calendar month between the date of hire and January 1<sup>st</sup>. Thereafter, police officers shall receive forty-eight (48) hours of personal leave time each January 1<sup>st</sup>. Dispatchers hired prior to July 1, 2014 who have accumulated one (1) year seniority shall be allowed forty eight (48) hours of non-cumulative personal leave with pay per year for personal business. Newly hired dispatchers shall be awarded personal leave hours at the time they are hired which are equal to two (2) hours for each calendar month between the date of hire and the next January 1<sup>st</sup>. Thereafter, dispatchers shall receive forty eight (48) hours of personal leave each January 1<sup>st</sup>.

- A. In addition, the employee shall notify his Shift Commander at least forty-eight (48) hours in advance, except in the event of an emergency, when the employee is desirous of taking a personal leave day.
- B. Personal leave hours shall be granted by the Department subject to the Department's ability to maintain the highest standard of protection and in no event shall there be more than three (3) officers off on one shift at one time for personal leave hours.
- C. Personal leave hours shall not be taken in less than four (4) hour increments.

**ARTICLE 33  
HOLIDAY PAY**

33.1: Holiday pay shall be paid to all employees at their current rate of pay on the last payday in November.

- A. Officers' holidays are defined as follows and shall be for twelve (12) hours on each holiday:
 

1. New Year's Eve Day	7. Independence Day
2. New Year's Day	8. Labor Day
3. Martin Luther King, Jr. Day	9. Veterans Day
4. Good Friday	10. Thanksgiving Day
5. Easter Sunday	11. Christmas Eve Day
6. Memorial Day	12. Christmas Day

B. Dispatchers holidays are defined as follows and shall be for twelve (12) hours on each holiday.

- |                                |                       |
|--------------------------------|-----------------------|
| 1. New Year's Eve Day          | 7. Independence Day   |
| 2. New Year's Day              | 8. Labor Day          |
| 3. Martin Luther King, Jr. Day | 9. Veterans Day       |
| 4. Good Friday                 | 10. Thanksgiving Day  |
| 5. Easter Sunday               | 11. Christmas Eve Day |
| 6. Memorial Day                | 12. Christmas Day     |

**ARTICLE 34  
FAMILY MEDICAL LEAVE ACT (FMLA)**

The City shall comply with the Family Medical Leave Act.

34.1: Whenever an employee shall become pregnant, she shall furnish the City with a certificate from her physician, stating the approximate date of delivery.

34.2: She shall be permitted to work, in a suitable employment, in accordance with her physician's recommendation.

**ARTICLE 35  
MEDICAL AND HOSPITAL INSURANCE**

35.1: All active employees will be required to share in the cost of their healthcare through the City in accordance with P.A. 152 as that Act is implemented by the City. In the event P.A. 152 is repealed, the cost-sharing in place at the time the Act is repealed shall remain in effect.

- A. The City will provide active employees the ability to select coverage under one of the following Blue Cross Blue Shield of Michigan (BCBSM) plans: PPO-1, PPO-2, Base Plan PPO, Value Plan PPO and Qualified High Deductible Health Plan (QHDHP). Each plan is summarized in the Appendix to this Agreement.
- B. The City may substitute health plans if doing so provides substantially similar coverage and a premium range from which the employee may select.
- C. For employees hired prior to July 1, 2014, the healthcare plan(s) and related cost-sharing of active employees shall be the same for the pre-Medicare retiree and/or eligible spouse upon retirement. The pre-Medicare retiree is subject to changes in the future with respect to healthcare plans and/or cost-

sharing as those changes may occur with active employees. Once a retired employee or spouse is eligible for Medicare, the City will then provide a Health Retirement Account (HRA) in lieu of medical insurance. Each year the City shall fund the Health Retirement Account for the retiree and/or spouse at \$2,000 for single and \$4,000 for two people. Any increases in this amount shall be tied to the federal Medical C.P.I. and will take effect during annual open enrollment. It will be the responsibility of the retired employee and/or spouse to secure supplemental insurance. The medical coverage of a deceased retiree shall be continued for the spouse in the same manner as described above. The medical coverage for the spouse shall continue as previously stated until the spouse becomes eligible for medical coverage through his/her own employer. In order to receive any retiree healthcare benefits, the employee or spouse must be receiving an Act 345 pension as noted under Articles 44 "Retirement Plan" in this Agreement.

- D. Employees who are hired on or after July 1, 2014 shall be enrolled in a Health Care Savings Program (HCSP) for their retirement healthcare. The City shall contribute \$2,000 per year into the employee's HCSP. The employee shall be eligible for the City's contributions to the HCSP upon ten (10) years of uninterrupted service with the City. The employee may make contributions to his/her HCSP on a pre-tax basis, through payroll deduction, with the employee's contributions immediately vested and available to the employee upon separation of employment. In accordance with I.R.S. regulations, HCSP funds may be used for healthcare premium expenses, co-pays and deductibles and other out of pocket expenses as governed by applicable statute.
  
- D. Mutual Gains Program – employees who are able to obtain health insurance through a spouse or as a dependent of another may participate in the City's 2013 Mutual Gains Program as set forth in the plan on file in the City's Personnel Office. The City retains the right to amend or eliminate the MGP in the future.
  
- E. Dental coverage – will provide each employee with the Delta Dental 80/20 on all levels of benefits with a \$1,000 per year person maximum with the orthodontic rider at 80/20 level with a \$1,000 per person lifetime maximum.
  
- F. Optical coverage – the City will provide each employee the basic Blue Cross Optical Program.

**ARTICLE 36  
LIFE INSURANCE**

36.1: The City agrees to pay full cost of the premium for each active employee for a life and accident policy. The policy shall be equal to the amount of the highest base wage of the rank of the employee rounded up to the next \$1,000. Double indemnity for each officer shall be provided and 70% of that amount shall be provided for each dispatcher. The City shall provide each employee a copy of the insurance certificate. Each employee shall provide the City the name of the beneficiary, and any changes of beneficiary. Effective upon ratification of this agreement by both parties, and as soon thereafter as the City and the insurance carrier can implement a change, life insurance for active employees shall be in the amount of \$60,000 for police officers and \$45,000 for dispatchers, with double indemnity provided.

36.2: Life Insurance – Retirees. The City shall provide a \$5,000 life insurance benefit for retired employees payable to a beneficiary designated by the retired employee or to his estate if no beneficiary is designated.

**ARTICLE 37  
MAINTENANCE OF CONDITIONS**

37.1: Wages, hours, benefits and working conditions of employment in effect at the execution of this Agreement shall be maintained during the term of this Agreement.

37.2: The City will make no unilateral changes in wages, hours, benefits and working conditions during the term of this Agreement.

37.3: This Agreement shall supersede any existing rules and regulations inconsistent herewith.

**ARTICLE 38  
CIVIL SERVICE AND PROMOTIONS**

38.1: The Civil Service requirements as of 7-1-94 for the hiring of police officers shall remain unchanged and shall include the following:

1. Pass the Civil Service written and oral exams with a minimum score of 70%.
2. Minimum age for applicant shall be 21 years at time of testing.
3. Pass psychological test given by a Psychologist or Psychiatrist mutually agreed upon by the Police & Fire Civil Service Commission and the Police Department Administration.

38.2: Promotional procedures established in P.A. 78 of 1935, as amended, are to be utilized for promotions affecting bargaining members, except as otherwise provided in this Article.

- A. A passing score in the promotional testing process shall be seventy percent (70%) percent in the written portion of the exam and seventy (70%) percent in the oral portion of the exam.
- B. The promotional testing process shall include weight given to the components of the test as follows:
  - 1. 70% upon the written portion of the examination.
  - 2. 30% upon the oral portion of the examination.
  - 3. Seniority bonus of ½ point per year of Westland service with a 20-year cap for a maximum of 10 points.
- C. The oral portion of the examination shall be conducted by a three-member oral board. Neither the City nor Civil Service employees nor personnel shall be members of the oral board. The oral board shall consist of sergeant or higher rank from departments in the Metro area (exclusive of Westland).

**ARTICLE 39  
MANAGEMENT RIGHTS**

39.1: There is reserved exclusively to the City all responsibilities, powers, rights and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

39.2: It is recognized by the parties that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and shall be solely the City's right and responsibility.

39.3: Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which, but by no means wholly inclusive are; all rights involving public policy and the right to assign personnel to various duties within the Police Department.

39.4: It is further recognized that the selection and direction of the working forces including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to

determine the hours of work and to relieve employees from duty because of the lack of work are solely the responsibilities of the City.

39.5: The parties agree that the City may hire and assign civilian employees to perform the duties and responsibilities of front desk officer(s), back desk officer(s), do prisoner handling and booking, call taking and to assist POW officers with prisoner transport to the 18<sup>th</sup> District Court. These civilian employees will be trained for and be allowed to perform Westland Police dispatch duties in the event of a shift being short of dispatch personnel due to sick call or other emergency circumstances. These civilian employees will be members of this bargaining unit.

39.6: The City agrees that it shall exercise these rights in conformity with the terms of the Agreement as they pertain thereto and shall not exercise these rights in conflict with the terms of this Agreement.

#### **ARTICLE 40 JURY DUTY**

40.1: Employees who are called and/or serve on Jury Duty on a scheduled work day shall be considered as having worked that day, provided that proof of serving jury duty is given, checks from Court are turned in and duty was for more than four (4) hours. If an employee serves less than four (4) hours, he shall return to work or report for his regularly scheduled shift.

#### **ARTICLE 41 DISPATCHERS**

41.1: The City shall have the right to hire full-time civilians to perform dispatching work now and previously performed by members of the Association, including the answering of non-emergency telephone calls. Both parties agree that this Association will take over duties of police and fire dispatch. It is further understood that the dispatchers will work under the direction of a police officer and all duties of a dispatcher will be confined to the area where the dispatching equipment is located.

41.2: Dispatchers will not take field incident reports or supplemental reports.

41.3: Dispatchers shall be trained at Schoolcraft College training program or any like accredited type school. All dispatchers will be duly trained in police and fire dispatch duties. Dispatchers may be permitted to participate in road observation based on the discretion of the Shift Supervisor. Afterwards all dispatchers will receive a minimum of at least eight (8) hours of road observation every month, but no more than sixteen (16) hours.

41.4: Non-probationary dispatchers hired prior to July 1, 2014 shall receive \$500 annually and non-probationary dispatchers hired on or after July 1, 2014 shall receive \$200 annually in the first pay period of July. This payment shall be known as community first aid and C.P.R. certification pay.

**ARTICLE 42  
STRIKES AND LOCKOUTS**

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

**ARTICLE 43  
SAVINGS CLAUSE**

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

**ARTICLE 44  
PENSION – POLICE OFFICERS**

44.1: A. The City shall provide pension benefits for police officers as required by Act 345 Public Acts of Michigan of 1937, as amended. The City shall provide that the regular retirement pension payable to retired police officers hired prior to July 1, 2014 shall be 2.8% of the average final compensation multiplied by the first thirty (30) years of service credited to the retiree, plus one (1%) percent of his average final compensation multiplied by the number of years, and fraction of a year, of service rendered by him which are in excess of thirty (30) years. Police officers shall be permitted to receive a normal retirement after twenty-five (25) years of service, regardless of age.

44.1. B. The Average Final Compensation (AFC) for officers hired prior to January 1, 2010 shall be computed on the best three (3) of the employee's last ten (10) years of service and will include: base wage, holiday pay, clothing allowance up to \$1,250, weapons qualification pay up to \$1,000, education allowance up to \$2,000, senior knowledge pay up to \$3,500, pay for unused sick leave to a maximum of 1,200 hours and pay for unused vacation leave up to 912 hours.

44.1. C. The AFC for officers hired on or after January 1, 2010 shall be calculated on base pay and overtime pay.

44.1. D. The pension for Police Officers hired on or after July 1, 2014 shall include a 1.75% multiplier, with normal retirement at age fifty (50) and vesting at ten (10) years of uninterrupted service. There shall be no escalator or cost of living increases and AFC shall only be calculated on base wages and based upon the employee's best five (5) years of service.

44.2: All active Police Officers hired prior to July 1, 2014 shall contribute 5% of their pensionable earnings toward their retirement and all active Police Officers hired on or after July 1, 2014 shall contribute 3% of their pensionable earnings toward their retirement; said contributions shall be made on a pre-tax basis through payroll deduction.

44.3: The City shall permit the pension rights of each police officer to vest upon completion of ten (10) years on the job. Upon the completion of ten (10) years on the job, the surviving spouse shall have all pension rights as specified in P.A. 345, Section 6 a (1) and (2).

44.4: An employee may receive additional service credit by purchasing up to six (6) years of past police and/or military service prior to employment as a sworn police officer with the City. Effective December 31, 2001, additional credit purchase rights are limited to purchasing one (1) year credit for three (3) years service basis capped at three (3) years worth of pension service credit. In order to receive prior service credit for military service or service as a full-time (2,080 hours/year or more) sworn law enforcement officer, employee must submit documentation from the military or former employer(s) that verify the month, day and year employee commenced paid employment with the former employer as well as the month, day and year service with prior employer ended and affirm that employee was employed in a full-time capacity, i.e. minimum of forty (40) hours per week.

44.5: Employees who retire after July 1, 1990 shall be entitled to a one-time increase to their monthly pension of 5%, after six (6) full years of retirement.

44.6: Effective December 1, 1983, Police Officers who are members of the Act 345 retirement system shall be allowed to withdraw their accumulated contributions (with interest) at retirement. The parties hereto understand that upon such withdrawal, the Police Officer will reduce that portion of his retirement allowance which was financed by the Police Officer's contribution. In order to determine the formula to be used to compute the assumed rate of investment return, the parties agree to rely on a formula to be drafted by a recognized actuarial firm; however, it is the intent of the parties that said formula use a GATT index.

44.8: If a member retires under the duty disability provisions of Act 345, he shall receive a pension equal to the base salary he received as an active member of the Department based upon the pension plan into which the officer is enrolled. Said pension shall be recalculated as

necessary to continue to provide a retired member eighty-five (85%) percent of the base pay of the classification from which he retired until he meets what would have been his normal age and service requirements necessary to receive a normal retirement. In the event the Internal Revenue Code is hereafter amended to adversely affect the taxability of Worker's Compensation benefits, to the extent that it does, then this provision shall be adjusted proportionately from the eighty-five (85%) percent to one hundred (100%) percent.

- A. At the time the officer reaches what would have been his normal age and service requirements, his pension shall be recalculated according to the provisions of the contract and Act 345, and based on the actual base salary of the classification that the officer would have received each year had the employee continued to work and its value factored into the Average Final Compensation.
- B. Said disability retirement shall include the continuance of the medical and life insurance plan of this and future contracts until the recalculation to normal retirement as described above or death, whichever comes first, providing the employee does not earn more than fifty (50%) percent of his base pay in other employment. In the event the employee earns more than fifty (50%) percent of his base pay, there will be a dollar-for-dollar offset for all earnings over fifty (50%) percent.
- C. A duty disability retirant shall select an option within sixty (60) days after receiving his/her first duty disability check. If the duty disability retirant is incapable of selecting an option within sixty (60) days, then the duty disability retirant or retirant's spouse or guardian may request a sixty (60) day extension of time in which to select an option. If the duty disability retirant does not select an option within the extended sixty (60) days, then the retirant's spouse or guardian shall make the selection. If a duty disability retirant does not select an option prior to the retirant's death, then an option shall be selected as follows:
  1. If the duty disability retirant was married at the time of disability and married to the same spouse at the time of death, the surviving spouse shall receive a pension equal to sixty (60%) percent of the regular retirement pension of the deceased retirant. If the duty disability retirant was not married at the time of retirement and at the time of death, his/her youngest dependent child shall receive a pension equal to fifty (50%) percent of the regular retirement pension of the deceased retirant, until the child attains the age of nineteen (19) or graduates from post-high school education, but not to exceed the age of twenty-three (23).

- D. In the event that the Police Officer shall disagree with the findings of any City Doctor as to his medical condition, he can elect to obtain a medical opinion from some other Doctor at his own expense. A Doctor shall be defined as an M.D. or D.O.
- E. One hundred (100%) percent of the cost of the pension, including all related medical insurance expenses for an employee retiring as a result of a duty disability as described above, shall be the obligation of the Act 345 Pension System.

44.9: Both parties agree not to negotiate a change in pension provisions from date of contract until 2030 for employees hired prior to July 1, 2014 unless required by statute.

44.10: If a Police Officer dies in the line of duty, his or her surviving spouse shall be paid a pension and benefits equal to the pension and benefits the Officer would have been entitled to receive if he or she had 25 years of service at the time of death (calculated using the base pay for a five-year Officer and the pension plan into which officer was entered), and said pension and benefits shall continue for the life of the surviving spouse or until the remarriage of the surviving spouse. It is intended that this provision shall supplant and replace the "Widows Duty Death Pension" that is set forth in Section 6 (2)(a) of Public Act 345 of 1937, as amended, being MCLA 38.556(2)(a), as amended.

#### **ARTICLE 45 PENSION - DISPATCHERS**

45.1: The City will provide a Pension Program as provided for in Amended Act 427 Public Acts of Michigan of 1984 for Dispatcher Employees. All dispatchers hired prior to July 1, 2014 shall contribute 5% of their pensionable earnings toward their pension, and dispatchers hired on or after July 1, 2014 shall contribute 3% of their pensionable earnings toward their pension. The applicable pension program for dispatchers hired prior to July 1, 2014 shall consist of the Michigan Employees Retirement System, B-4 Plan with the following riders: FAC-3, E-2, and F-55 (15 year) waiver, with full retirement at age fifty (50) with twenty five (25) years of service. Dispatchers hired on or after July 1, 2014 shall be placed into a defined benefit pension plan which shall include a 1.75% multiplier with normal retirement at age sixty (60) and vesting at ten (10) years of uninterrupted service. There shall be no escalator or cost of living increases and Average Final Compensation (AFC) shall only be calculated on base wages and based upon the employee's best five (5) years of service.

**ARTICLE 46  
FIELD TRAINING OFFICER**

46.1: The position of field training officer must be held by a patrolman with two (2) years seniority and at least four (4) years police patrol experience. The Department will post a sign-up list for at least thirty (30) days offering any bargaining unit member an opportunity to sign up as an FTO. Every officer on the list must be afforded equal opportunity and consideration by the City for the FTO position. All FTO's will attend authorized training classes prior to any activity as an FTO. Probationary officers in the FTO program must ride with a trained FTO within the scheduling needs of the Department. Shift Commanders will make every effort to keep probationary officers in the program with a qualified FTO trainer; however, scheduling needs could dictate that the probationary be assigned to a senior officer who is not an FTO. The City will make every reasonable effort to have a trained FTO on every shift.

Three (3) hours of compensatory time per day of training will be given to an FTO, an acting FTO or a Communications Training Officer (CTO) with a seniority date prior to July 1, 2014 as compensation above and beyond the normal pay per day while training a probationary employee for the first eight (8) months and shall receive two (2) hours of compensatory time for the next four (4) months. Employees hired on or after July 1, 2014 who serve as an FTO, acting FTO or CTO shall be compensated fifty (\$50) dollars beyond the normal pay per day while training a probationary employee.

After the 1<sup>st</sup> eight (8) months, FTO/CTO are not required to perform the daily paperwork. After a probationary employee successfully completes the FTO program, he/she will be evaluated by an FTO, acting FTO or CTO in conjunction with a shift supervisor.

The Department may place a probationary officer on the road alone after completion of the FTO program. Probationary officers can only graduate from the FTO program after receiving passing grades from a majority of active FTO's and FTO supervisors attending the evaluation meeting. At no time will two (2) probationary officers who have graduated from the FTO program be assigned to a double car together.

Upon two (2) days' notice an FTO may invoke his seniority rights as to double car assignment for one (1) week increments.

**ARTICLE 47  
GENDER CLAUSE**

47.1: Whenever the pronoun he is used in this Agreement, it shall be deemed to refer to he or she, as applicable.

**ARTICLE 48  
DURATION OF AGREEMENT**

48.1: This is the sole agreement between the parties. This Agreement shall be binding upon the parties for the period of July 1, 2014 through June 30, 2019. This Agreement may be mutually amended by the parties, and in such event, an amendment will, unless otherwise specifically so stated, become an integral part of the Agreement and shall remain in full force and effect for the term of this Agreement. It is understood that any such amendment must be signed and approved by an executive Officer of the POAM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 19 day of May, 2014, by and through their respective duly authorized officers and agents.

FOR THE CITY:

  
William R. Wild, Mayor

  
Eileen DeHart, City Clerk

  
Cindy C. King, Personnel Director

  
Jeffrey Jedrusik, Police Chief

  
Thelma Kubitskey, Budget Director

FOR THE ASSOCIATION:

  
Kenneth Grabowski, Business Agent  
Police Officers Assoc. of Michigan

  
Burke Lange, President

  
David Skeans, Vice-President

  
Eric Rodriguez, Treasurer

  
Chris Gazdecki, Secretary

  
Stephen Vidaurri, Trustee



## Community Blue<sup>SM</sup> PPO – Plan 1 Benefits-at-a-Glance for City of Westland

##007006083-0017

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

	In-network	Out-of-network *
<b>Member's responsibility (deductibles, copays and dollar maximums)</b>		
<b>Deductibles</b>	None	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
<b>Copays</b> • Fixed dollar copays	<ul style="list-style-type: none"> <li>• \$10 copay for office visits</li> <li>• \$50 copay for emergency room visits</li> </ul>	\$50 copay for emergency room visits
• Percent copays <b>Note:</b> Copays apply once the deductible has been met.	50% of approved amount for private duty nursing  See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing</li> <li>• 20% of approved amount for most other covered services</li> </ul> See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.
<b>Copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but <b>does not</b> apply to fixed dollar copays and private duty nursing percent copays.	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
<b>Dollar maximums</b>	None	

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

[bcbsm.com](http://bcbsm.com)

\* Services from a provider for which there is no Michigan PPO network and services from a non-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.

## APPENDIX A



### In-network

### Out-of-network \*

**Preventive care services** – \*\*Payment for preventive services is limited to a **combined** maximum of \$1,000 per member per calendar year (This no longer applies to due to PPACA)

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%** , one per calendar year	Not covered
Gynecological exam	Covered – 100%** , one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%** , one per calendar year	Not covered
Well-baby and child care	Covered – 100%** <ul style="list-style-type: none"> <li>• 6 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
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered – 100%**	Not covered
Fecal occult blood screening	Covered – 100%** , one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%** , one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%** , one per calendar year	Not covered

### Mammography

Mammography screening	Covered – 100%	Covered – 80% after deductible
	One per calendar year, no age restrictions	

### Physician office services

Office visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary

### Emergency medical care

Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 100%	Covered – 100%

### Diagnostic services

Laboratory and pathology services	Covered – 100%	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic radiology	Covered – 100%	Covered – 80% after deductible

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# APPENDIX A



## In-network

## Out-of-network \*

### Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 80% after deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	Covered – 100%	Covered – 80% after deductible
	Includes covered services provided by a certified nurse midwife	

### Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

### Alternatives to hospital care

Skilled nursing care	Covered – 100%	Covered – 100%
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 100%	Covered – 100%
Home infusion therapy – must be medically necessary	Covered – 100%	Covered – 100%

### Surgical services

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered – 100%	Covered – 80% after deductible
Presurgical consultations	Covered – 100%	Covered – 80% after deductible
Colonoscopy	Covered – 100%	Covered – 80% after deductible
Voluntary sterilization	Covered – 100%	Covered – 80% after deductible

### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
	Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 100%	Covered – 80% after deductible
Kidney, cornea and skin transplants	Covered – 100%	Covered – 80% after deductible

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## APPENDIX A



### In-network

### Out-of-network \*

#### Mental health care and substance abuse treatment

**Note:** If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See “Copay dollar maximums” section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician’s office	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	Covered – 100%	Covered – 100%

#### Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – 100%	Covered – 80% after deductible
	Up to a <b>combined</b> maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 100%	Covered – 80% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 100%	Covered – 100%
Prosthetic and orthotic appliances	Covered – 100%	Covered – 100%
Private duty nursing	Covered – 50%	Covered – 50%

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## Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage with \$5 Generic / \$10 Brand Name Fixed Dollar Copay Benefits-at-a-Glance for City of Westland

007006083-0017

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description 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 Drugs** – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many 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 Medco. (Medco 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](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

**BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).**

### Network pharmacy

### Non-network pharmacy

#### Member's responsibility (copays)

	Network pharmacy	Non-network pharmacy
Generic drugs	\$5 copay	\$5 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM <b>Note:</b> Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.	\$5 copay	\$5 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Brand name drugs	\$10 copay	\$10 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> <li>\$5 copay for generic drugs</li> <li>\$10 copay for brand name drugs</li> </ul>	No coverage

**Note:** If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic **plus** the applicable copay.

#### Covered services

	Network pharmacy	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

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[bcbsm.com](http://bcbsm.com)



### Features of your prescription drug plan

<b>Drug interchange and generic copay waiver</b>	<p>Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</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. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<b>Quantity limits</b>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

### Additional riders

<b>Rider PD-PT, preferred therapy</b>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications <b>before</b> prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your <b>initial</b> prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com">bcbsm.com</a>, <b>along with the preferred medications</b>.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect <b>all</b> targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p> <p><b>Note:</b> Rider PD-PT is not compatible with Rider RXP.</p>
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## Community Blue<sup>SM</sup> PPO – Plan 2 Benefits-at-a-Glance for City of Westland

007006083-0044

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

	In-network	Out-of-network *
<b>Member's responsibility (deductibles, copays and dollar maximums)</b>		
<b>Deductibles</b>	\$100 for one member, \$200 for the family (when two or more members are covered under your contract) each calendar year	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
<b>Copays</b>		
• Fixed dollar copays	<ul style="list-style-type: none"> <li>\$10 copay for office visits</li> <li>\$50 copay for emergency room visits</li> </ul>	\$50 copay for emergency room visits
• Percent copays <b>Note:</b> Copays apply once the deductible has been met.	<ul style="list-style-type: none"> <li>10% for general services</li> <li>50% of approved amount for private duty nursing</li> </ul> <p>See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.</p>	<ul style="list-style-type: none"> <li>30% of approved amount for most general services</li> <li>50% of approved amount for private duty nursing</li> </ul> <p>See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.</p>
<b>Copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but <b>does not</b> apply to fixed dollar copays and private duty nursing percent copays.	\$500 for one member, \$1,000 for two or more members each calendar year	\$2,000 for one member, \$4,000 for two or more members each calendar year
<b>Dollar maximums</b>	None	

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# APPENDIX A



## In-network

## Out-of-network \*

### Preventive care services

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not covered
Gynecological exam	Covered – 100%, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%, one per calendar year	Not covered
Well-baby and child care	Covered – 100% <ul style="list-style-type: none"> <li>• 6 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
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered – 100%	Not covered
Fecal occult blood screening	Covered – 100%, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%, one per calendar year	Not covered

### Mammography

Mammography screening	Covered – 100%	Covered – 70% after deductible
One per calendar year, no age restrictions		

### Physician office services

Office visits	Covered – \$10 copay per office visit	Covered – 70% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 90%	Covered – 70% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay per office visit	Covered – 70% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay per office visit	Covered – 70% after deductible, must be medically necessary

### Emergency medical care

Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

### Diagnostic services

Laboratory and pathology services	Covered – 90% after deductible	Covered – 70% after deductible
Diagnostic tests and x-rays	Covered – 90% after deductible	Covered – 70% after deductible
Therapeutic radiology	Covered – 90% after deductible	Covered – 70% after deductible

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# APPENDIX A



## In-network

## Out-of-network \*

### Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 70% after deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	Covered – 90% after deductible	Covered – 70% after deductible
	Includes covered services provided by a certified nurse midwife	

### Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 90% after deductible	Covered – 70% after deductible
	Unlimited days	
Inpatient consultations	Covered – 90% after deductible	Covered – 70% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 70% after deductible

### Alternatives to hospital care

Skilled nursing care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Home infusion therapy – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

### Surgical services

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered – 90% after deductible	Covered – 70% after deductible
Presurgical consultations	Covered – 100%	Covered – 70% after deductible
Colonoscopy	Covered – 100% NOTE: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay	Covered – 70% after deductible NOTE: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay
Voluntary sterilization	Covered – 90% after deductible	Covered – 70% after deductible

### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
	Limited to \$1 million <b>lifetime</b> maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 90% after deductible	Covered – 70% after deductible
Specified oncology clinical trials	Covered – 90% after deductible	Covered – 70% after deductible
Kidney, cornea and skin transplants	Covered – 90% after deductible	Covered – 70% after deductible

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## APPENDIX A



### In-network

### Out-of-network \*

#### Mental health care and substance abuse treatment

**Note:** If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See “Copay dollar maximums” section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	Covered – 90% after deductible	Covered – 70% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 90% after deductible	Covered – 70% after deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 90% after deductible	Covered – 70% after deductible
	Covered – 90% after deductible	Covered – 70% after deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	Covered – 90% after deductible	Covered – 70% after deductible

#### Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 70% after deductible
Allergy testing and therapy	Covered – 90% after deductible	Covered – 70% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$10 copay per visit	Covered – 70% after deductible
	Up to a <b>combined</b> maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 90% after deductible	Covered – 70% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and orthotic appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible

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## Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage with \$5 Generic / \$10 Brand Name Fixed Dollar Copay Benefits-at-a-Glance for City of Westland

007006083-0044

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**Specialty Drugs** – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many 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 Medco. (Medco 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](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

**BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).**

### Network pharmacy

### Non-network pharmacy

#### Member's responsibility (copays)

	Network pharmacy	Non-network pharmacy
Generic drugs	\$10 copay	\$10 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM <b>Note:</b> Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.	\$10 copay	\$10 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Brand name drugs	\$20 copay	\$20 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> <li>• \$10 copay for generic drugs</li> <li>• \$20 copay for brand name drugs</li> </ul>	No coverage

**Note:** If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic **plus** the applicable copay.

#### Covered services

	Network pharmacy	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

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

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### Features of your prescription drug plan

<b>Drug interchange and generic copay waiver</b>	<p>Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</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. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<b>Quantity limits</b>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

### Additional riders

<b>Rider PD-PT, preferred therapy</b>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications <b>before</b> prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your <b>initial</b> prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com">bcbsm.com</a>, <b>along with the preferred medications</b>.</p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect <b>all</b> targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p> <p><b>Note:</b> Rider PD-PT is not compatible with Rider RXP.</p>
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## Community Blue<sup>SM</sup> PPO - BASE PPO

### Benefits-at-a-Glance

### City of Westland

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

	In-network	Out-of-network *
<b>Member's responsibility (deductibles, copays and dollar maximums)</b>		
<b>Deductibles</b>	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Deductible may be waived if service is performed in a PPO physician's office.	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b>		
• Fixed dollar copays	<ul style="list-style-type: none"> <li>\$20 copay for office visits</li> <li>\$100 copay for emergency room visits</li> </ul>	\$100 copay for emergency room visits
• Percent copays <b>Note:</b> Copays apply once the deductible has been met.	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing</li> <li>10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office)</li> </ul> See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	<ul style="list-style-type: none"> <li>50% of approved amount for private duty nursing</li> <li>40% of approved amount for most other covered services</li> </ul> See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.
<b>Copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but <b>does not</b> apply to fixed dollar copays and private duty nursing percent copays	\$1,250 for one member, \$2,500 for two or more members each calendar year	\$2,500 for one member, \$5,000 for two or more members each calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Dollar maximums</b>	None	

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

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\* Services from a provider for which there is no Michigan PPO network and services from a non-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.

# APPENDIX A



## In-network

## Out-of-network \*

### Preventive care services

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%** , one per calendar year	Not covered
Gynecological exam	Covered – 100%** , one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%** , one per calendar year	Not covered
Well-baby and child care	Covered – 100%** <ul style="list-style-type: none"> <li>• 6 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
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered – 100%**	Not covered
Fecal occult blood screening	Covered – 100%** , one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%** , one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%** , one per calendar year	Not covered

### Mammography

Mammography screening	Covered – 100%**	Covered – 60% after deductible
	One per member per calendar year	

### Physician office services

Office visits	Covered – \$20 copay per office visit	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 90% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$20 copay per office visit	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$20 copay per office visit	Covered – 60% after deductible, must be medically necessary

### Emergency medical care

Hospital emergency room	Covered – \$100 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

### Diagnostic services

Laboratory and pathology services	Covered – 90% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 90% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 90% after deductible	Covered – 60% after deductible

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# APPENDIX A



## In-network

## Out-of-network \*

### Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	Covered – 90% after deductible	Covered – 60% after deductible
	Includes covered services provided by a certified nurse midwife	

### Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies <b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.	Covered – 90% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient consultations	Covered – 90% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 60% after deductible

### Alternatives to hospital care

Skilled nursing care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Home infusion therapy – must be medically necessary	Covered – 90% after deductible	Covered – 90% after deductible

### Surgical services

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered – 90% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 90% after deductible	Covered – 60% after deductible
Voluntary sterilization	Covered – 90% after deductible	Covered – 60% after deductible

### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 90% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 90% after deductible	Covered – 60% after deductible
Kidney, cornea and skin transplants	Covered – 90% after deductible	Covered – 60% after deductible

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# APPENDIX A



## In-network

## Out-of-network \*

### Mental health care and substance abuse treatment

**Note:** If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	Covered – 90% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 90% after deductible	Covered – 60% after deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 90% after deductible	Covered – 90% after deductible
	Covered – 90% after deductible	Covered – 60% after deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	Covered – 90% after deductible	Covered – 90% after deductible

### Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$20 copay per office visit	Covered – 60% after deductible
	Up to a <b>combined</b> maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – \$20 copay per visit	Covered – 60% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and orthotic appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	See Prescription drug sheet	See Prescription drug sheet

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**Additional riders**

<b>Rider CB-ET \$100</b> , emergency treatment copay requirement	Increases copay for outpatient hospital emergency room services to \$100.
<b>Rider CB-OV\$20</b> , office visit copay requirement	Increases copay for select office visits to PPO network providers to \$20.

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Community Blue Plan 3, AUG 2010

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## Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage – BASE PPO With \$10 Generic /\$30 Formulary Brand /\$60 Nonformulary Brand Triple-Tier Copay Benefits-at-a-Glance City of Westland

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**Specialty Drugs** – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many 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 Medco. (Medco 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](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

**BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).**

	Network pharmacy	Non-network pharmacy
<b>Member's responsibility (copays)</b>		
<b>Tier 1</b> – Generic or prescribed over-the-counter drugs	\$10 copay	\$10 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
<b>Tier 2</b> – Formulary brand-name prescription drugs	\$30 copay	\$30 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
<b>Tier 3</b> – Nonformulary brand-name prescription drugs	\$60 copay	\$60 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> <li>• \$20 copay for Tier 1 (generic) drugs</li> <li>• \$60 copay for Tier 2 (formulary brand) drugs</li> <li>• \$120 copay for Tier 3 (nonformulary brand) drugs</li> </ul>	No coverage

<b>Covered services</b>		
FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

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## APPENDIX A



### Features of your prescription drug plan

<b>BCBSM custom formulary</b>	<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 formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>▪ <b>Tier 1 (generic)</b> – 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, making them the most cost-effective option for the treatment.</li> <li>▪ <b>Tier 2 (formulary brand)</b> – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require higher copay.</li> <li>▪ <b>Tier 3 (nonformulary brand)</b> – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.</li> </ul>
<b>Drug interchange and generic copay waiver</b>	<p>Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<b>Quantity limits</b>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

### Additional riders

<b>Rider PD-PT, preferred therapy</b>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications <b>before</b> prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your <b>initial</b> prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com">bcbsm.com</a>, <b>along with the preferred medications.</b></p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect <b>all</b> targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p> <p><b>Note:</b> Rider PD-PT is not compatible with Rider RXP.</p>
<b>Rider MOPD-2x, mail order prescription drugs</b>	<p>Provides coverage for up to a 90-day supply of medications when prescribed by a physician. Drugs must be dispensed by BCBSM's approved mail order vendor.</p> <p>Member pays a <b>separate</b> copay for mail-order drugs that are:</p> <ul style="list-style-type: none"> <li>• supplied to cover up to 30 days</li> <li>• supplied to cover between 31 and 90 days</li> </ul> <p>The copay is <b>doubled</b> for prescriptions covering <b>more than a 30-day supply</b>:</p> <ul style="list-style-type: none"> <li>• for a fixed dollar copay, the member pays two times that amount</li> <li>• for a percentage copay with a minimum dollar requirement, the minimum dollar requirement is doubled (the percentage remains the same)</li> <li>• for a percentage copay with a minimum and maximum dollar requirement, the minimum and maximum dollar requirements are doubled (the percentage remains the same)</li> </ul>

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## Community Blue<sup>SM</sup> PPO - VALUE PPO Benefits-at-a-Glance City of Westland

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	In-network	Out-of-network *
<b>Member's responsibility (deductibles, copays and dollar maximums)</b>		
<b>Deductibles</b>	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Deductible may be waived if service is performed in a PPO physician's office.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year <b>Note:</b> Out-of-network deductible amounts also apply toward the in-network deductible.
<b>Copays</b>		
• Fixed dollar copays	<ul style="list-style-type: none"> <li>• \$30 copay for office visits</li> <li>• \$150 copay for emergency room visits</li> </ul>	\$150 copay for emergency room visits
• Percent copays <b>Note:</b> Copays apply once the deductible has been met.	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing</li> <li>• 20% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office)</li> </ul> See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	<ul style="list-style-type: none"> <li>• 50% of approved amount for private duty nursing</li> <li>• 40% of approved amount for most other covered services</li> </ul> See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.
<b>Copay dollar maximums</b> – applies to copays for all covered services – including mental health and substance abuse services – but <b>does not</b> apply to fixed dollar copays and private duty nursing percent copays	\$2,500 for one member, \$5,000 for two or more members each calendar year	\$5,000 for one member, \$10,000 for two or more members each calendar year <b>Note:</b> Out-of-network copays also apply toward the in-network maximum.
<b>Dollar maximums</b>	None	

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Community Blue Plan 4, AUG 2010

# APPENDIX A



## In-network

## Out-of-network \*

**Preventive care services** – \*\*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year

Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%** , one per calendar year	Not covered
Gynecological exam	Covered – 100%** , one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%** , one per calendar year	Not covered
Well-baby and child care	Covered – 100%** <ul style="list-style-type: none"> <li>• 6 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
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM	Covered – 100%**	Not covered
Fecal occult blood screening	Covered – 100%** , one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered – 100%** , one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered – 100%** , one per calendar year	Not covered

### Mammography

Mammography screening	Covered – 100%** One per calendar year, no age restrictions	Covered – 60% after deductible
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### Physician office services

Office visits	Covered – \$30 copay per office visit	Covered – 60% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office consultations	Covered – \$30 copay per office visit	Covered – 60% after deductible, must be medically necessary
Urgent care visits	Covered – \$30 copay per office visit	Covered – 60% after deductible, must be medically necessary

### Emergency medical care

Hospital emergency room	Covered – \$150 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$150 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

### Diagnostic services

Laboratory and pathology services	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic tests and x-rays	Covered – 80% after deductible	Covered – 60% after deductible
Therapeutic radiology	Covered – 80% after deductible	Covered – 60% after deductible

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\* Services from a provider for which there is no Michigan PPO network and services from a non-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.

# APPENDIX A



## In-network

## Out-of-network \*

### Maternity services provided by a physician

Prenatal and postnatal care	Covered – 100%	Covered – 60% after deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	Covered – 80% after deductible	Covered – 60% after deductible
	Includes covered services provided by a certified nurse midwife	

### Hospital care

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

### Alternatives to hospital care

Skilled nursing care	Covered – 80% after deductible	Covered – 80% after deductible
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible
Home infusion therapy – must be medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

### Surgical services

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	Covered – 80% after deductible	Covered – 60% after deductible
Presurgical consultations	Covered – 100%	Covered – 60% after deductible
Colonoscopy	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary sterilization	Covered – 80% after deductible	Covered – 60% after deductible

### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities <b>only</b>
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 80% after deductible	Covered – 60% after deductible
Specified oncology clinical trials	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, cornea and skin transplants	Covered – 80% after deductible	Covered – 60% after deductible

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\* Services from a provider for which there is no Michigan PPO network and services from a non-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.  
Community Blue Plan 4, AUG 2010

# APPENDIX A



## In-network

## Out-of-network \*

### Mental health care and substance abuse treatment

**Note:** If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic • Physician's office	Covered – 80% after deductible	Covered – 80% after deductible
	Covered – 80% after deductible	Covered – 60% after deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	Covered – 80% after deductible	Covered – 80% after deductible

### Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 80% after deductible	Covered – 60% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$30 copay per office visit	Covered – 60% after deductible
	Up to a <b>combined</b> maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – \$30 copay per visit	Covered – 60% after deductible
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and orthotic appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private duty nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription drugs	See Prescription drug sheet	See Prescription drug sheet

### Additional riders

<b>Rider CB-ET \$150</b> , emergency treatment copay requirement	Increases copay for outpatient hospital emergency room services to \$150.
<b>Rider CB-OV\$30</b> , office visit copay requirement	Increases copay for select office visits to PPO network providers to \$30.

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## Blue Preferred<sup>®</sup> Rx Prescription Drug Coverage – VALUE PPO With \$10 Generic / \$30 Formulary Brand / \$60 Nonformulary Brand Triple-Tier Copay Benefits-at-a-Glance City of Westland

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description 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 Drugs** – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many 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 Medco. (Medco 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](http://bcbsm.com). Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

**BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).**

	Network pharmacy	Non-network pharmacy
<b>Member's responsibility (copays)</b>		
<b>Tier 1</b> – Generic or prescribed over-the-counter drugs	\$10 copay	\$10 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
<b>Tier 2</b> – Formulary brand-name prescription drugs	\$30 copay	\$30 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
<b>Tier 3</b> – Nonformulary brand-name prescription drugs	\$60 copay	\$60 copay <b>plus</b> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	<ul style="list-style-type: none"> <li>• \$20 copay for Tier 1 (generic) drugs</li> <li>• \$60 copay for Tier 2 (formulary brand) drugs</li> <li>• \$120 copay for Tier 3 (nonformulary brand) drugs</li> </ul>	No coverage

<b>Covered services</b>		
FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs <b>Note:</b> Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

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

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## APPENDIX A



### Features of your prescription drug plan

<b>BCBSM custom formulary</b>	<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 formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>▪ <b>Tier 1 (generic)</b> – 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, making them the most cost-effective option for the treatment.</li> <li>▪ <b>Tier 2 (formulary brand)</b> – Tier 2 includes brand-name drugs from the Custom Formulary. Formulary options are also safe and effective, but require higher copay.</li> <li>▪ <b>Tier 3 (nonformulary brand)</b> – Tier 3 contains brand-name drugs not included in the Custom Formulary. Members pay the highest copay for these drugs.</li> </ul>
<b>Drug interchange and generic copay waiver</b>	<p>Certain drugs may not be covered for a second prescription if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<b>Quantity limits</b>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

### Additional riders

<b>Rider PD-PT, preferred therapy</b>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications <b>before</b> prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your <b>initial</b> prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com">bcbsm.com</a>, <b>along with the preferred medications.</b></p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect <b>all</b> targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p> <p><b>Note:</b> Rider PD-PT is not compatible with Rider RXP.</p>
<b>Rider MOPD-2x, mail order prescription drugs</b>	<p>Provides coverage for up to a 90-day supply of medications when prescribed by a physician. Drugs must be dispensed by BCBSM's approved mail order vendor.</p> <p>Member pays a <b>separate</b> copay for mail-order drugs that are:</p> <ul style="list-style-type: none"> <li>• supplied to cover up to 30 days</li> <li>• supplied to cover between 31 and 90 days</li> </ul> <p>The copay is <b>doubled</b> for prescriptions covering <b>more than a 30-day supply</b>:</p> <ul style="list-style-type: none"> <li>• for a fixed dollar copay, the member pays two times that amount</li> <li>• for a percentage copay with a minimum dollar requirement, the minimum dollar requirement is doubled (the percentage remains the same)</li> <li>• for a percentage copay with a minimum and maximum dollar requirement, the minimum and maximum dollar requirements are doubled (the percentage remains the same)</li> </ul>

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## Flexible Blue<sup>SM</sup> –Medical Coverage – HIGH DEDUCTIBLE HEALTH PLAN with 20% In-Network Copay / 40% Out-of-Network Copay Benefits-at-a-Glance City of Westland

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

### In-network

### Out-of-network \*

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

**Note: If a PPO provider refers you to a non-network provider, all covered services obtained from that non-network provider will be subject to applicable out-of-network cost-sharing.**

	In-network	Out-of-network *
<b>Deductibles</b> <b>Note:</b> The full family deductible <b>must</b> be met under a two-person or family contract before benefits are paid for any person on the contract.	\$1,500 for a one-person contract or \$3,000 for a family contract (2 or more members) each calendar year ( <b>no 4<sup>th</sup> quarter carry-over</b> )	\$3,000 for a one-person contract or \$6,000 for a family contract (2 or more members) each calendar year ( <b>no 4<sup>th</sup> quarter carry-over</b> )
	Deductibles are based on amounts defined annually by the federal government for Flexible Blue-related health plans. Please call your customer service center for an annual update.	
<b>Fixed dollar copays</b>	\$150, Emergency room treatment copay	\$150, Emergency room treatment copay
<b>Percent copays</b> <b>Note:</b> Copays apply once the deductible has been met.	20% of approved amount	40% of approved amount
<b>Annual copay dollar maximums</b>	\$1,500 for a one-person contract or \$3,000 for a family contract (2 or more members) each calendar year	\$3,000 for a one-person contract or \$6,000 for a family contract (2 or more members) each calendar year
<b>Lifetime dollar maximum</b>	None	

#### Preventive care services

	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), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> <li>• 6 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

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Flexible Blue Plan 2 with 20%/40% copay, \$1000/\$2000 copay maximum, NOV 2011

## APPENDIX A



### In-network

### Out-of-network \*

#### Preventive care services, *continued*

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)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) <b>Note:</b> Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	60% after out-of-network deductible <b>Note:</b> Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
	One per member per calendar year	
Routine screening colonoscopy	100% (no deductible or copay) for routine colonoscopy <b>Note:</b> Medically necessary colonoscopies are subject to your deductible and percent copay.	60% after out-of-network deductible
	One routine colonoscopy per member per calendar year	

#### Physician office services

Office visits – must be medically necessary	80% after in-network deductible	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	80% after in-network deductible	60% after out-of-network deductible
Urgent care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible

#### Emergency medical care

Hospital emergency room	\$150, Emergency room treatment copay	\$150, Emergency room treatment copay
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible

#### Diagnostic services

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

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## APPENDIX A



### In-network

### Out-of-network \*

#### Maternity services provided by a physician

Prenatal and postnatal care visits	80% after in-network deductible Includes covered services provided by a certified nurse midwife	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible Includes covered services provided by a certified nurse midwife	60% after out-of-network deductible

#### Hospital care

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

Skilled nursing care – must be in a <b>participating</b> skilled nursing facility	80% after in-network deductible Limited to a maximum of 90 days per member per calendar year	80% after in-network deductible
Hospice care	80% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	80% after in-network deductible
Home health care – must be medically necessary and provided by a <b>participating</b> home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by <b>participating</b> home infusion therapy providers	80% after in-network deductible	80% after in-network deductible

#### Surgical services

Surgery – includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	80% after in-network deductible	60% after out-of-network deductible
Voluntary sterilization	80% after in-network deductible	60% after out-of-network deductible

#### Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	80% after in-network deductible – in designated facilities <b>only</b>
Bone marrow transplants – when 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
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

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# APPENDIX A



## In-network

## Out-of-network \*

### Mental health care and substance abuse treatment

**Note:** If your employer has **51 or more** employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following frequency limits. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

	80% after in-network deductible	60% after out-of-network deductible
Inpatient mental health care and inpatient substance abuse treatment	Unlimited days	
Outpatient mental health care: • Facility and clinic	80% after in-network deductible	80% after in-network deductible, in participating facilities <b>only</b>
	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities <b>only</b>	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)
Outpatient substance abuse treatment – in approved facilities <b>only</b>	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

### Other covered services

Outpatient Diabetes Management Program (ODMP) <b>Note:</b> Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	80% after in-network deductible	60% after out-of-network deductible
Osteopathic manipulative therapy and chiropractic spinal manipulation	Not covered	Not covered
Outpatient physical, speech and occupational therapy – provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible <b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a <b>combined</b> maximum of 60 visits per member per calendar year	
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing	80% after in-network deductible	80% after in-network deductible
Prescription drugs	See Prescription drug sheet	See Prescription drug sheet

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**Prescription drug coverage**

Your Flexible Blue prescription drug benefits, including mail order drugs, are subject to the same deductible, copay, out-of-pocket copay maximum and lifetime dollar maximum required under your Flexible Blue medical coverage.

Benefits are **not** payable until after you have met the Flexible Blue annual deductible.

**Specialty Drugs** – The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel<sup>®</sup> and Humira<sup>®</sup>) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many 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 Medco. (Medco 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](http://bcbsm.com). Log in under “I am a Member.” If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

**BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).**

<p>Flexible Blue<sup>SM</sup> Rx Prescription Drug Plan:</p> <ul style="list-style-type: none"> <li>• FDA-approved drugs</li> <li>• Prescribed over-the-counter drugs – when covered by BCBSM</li> <li>• State-controlled drugs</li> <li>• Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs</li> </ul> <p><b>Note:</b> Needles and syringes have no copay.</p> <ul style="list-style-type: none"> <li>• Mail order (home delivery) prescription drugs – up to a 90-day supply of prescribed medication by mail from Medco (no coverage out-of-network)</li> </ul>	<p><b>Network pharmacy:</b> 80% of approved amount after Flexible Blue medical coverage deductible</p> <p><b>Note:</b> If you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated “Dispensed as Written” (DAW) on the prescription, you must pay the difference in cost between the brand name drug dispensed and the maximum allowable cost for the generic, <b>plus</b> your copay, if applicable. This cost difference will <b>not</b> be applied toward your in-network deductible, nor your out-of-pocket or lifetime maximums, if applicable.</p> <p><b>Non-network pharmacy:</b> 60% of approved amount after Flexible Blue medical coverage deductible <b>plus</b> an additional 20% of the BCBSM approved amount for the drug</p> <p><b>Note:</b> The 20% prescription drug out-of-network copay will <b>not</b> be applied toward your annual Flexible Blue deductible, out-of-pocket copay dollar maximum or lifetime dollar maximum.</p>
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**Note:** A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a Medco pharmacy outside Michigan. Medco is an independent company providing pharmacy benefit services for Blues members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or Medco networks.

**Features of your prescription drug plan**

<p><b>Drug interchange and generic copay waiver</b></p>	<p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at <a href="http://bcbsm.com">bcbsm.com</a>.</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. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p><b>Quantity limits</b></p>	<p>Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at <a href="http://bcbsm.com">bcbsm.com</a>.</p>

\* Services from a provider for which there is no Michigan PPO network and services from a non-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.

## APPENDIX A



<b>Prescription drug preferred therapy</b>	<p>A step-therapy approach that encourages physicians to prescribe generic, generic alternative or over-the-counter medications <b>before</b> prescribing a more expensive brand-name drug. It applies only to prescriptions being filed for the first time of a targeted medication.</p> <p>Before filling your <b>initial</b> prescription for select, high-cost, brand-name drugs, the pharmacy will contact your physician to suggest a generic alternative. A list of select brand-name drugs targeted for the preferred therapy program is available at <a href="http://bcbsm.com">bcbsm.com</a>, <b>along with the preferred medications.</b></p> <p>If our records indicate you have already tried the preferred medication(s), we will authorize the prescription. If we have no record of you trying the preferred medication(s), you may be liable for the entire cost of the brand-name drug unless you first try the preferred medication(s) or your physician obtains prior authorization from BCBSM. These provisions affect <b>all</b> targeted brand-name drugs, whether they are dispensed by a retail pharmacy or through a mail order provider.</p>
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### Optional riders

<b>Flexible Blue RX Program Certificate</b>	<p>Adds coverage for outpatient prescription drugs including mail order drugs.</p> <p><b>Note:</b> Effective 4/1/09, when selecting Flexible Blue prescription coverage, you <b>must</b> select some level of copay: a fixed dollar Rx copay option, a triple tier Rx copay option or a percent medical copay level option (20%/40% medical copay or 30%/50% medical copay). <b>A 0% network medical copay level is no longer available.</b></p>
<b>Rider FB-Prev RX500</b>	<p>Imposes a \$500 annual benefit maximum which is distinct from any maximum applicable to a medical-surgical preventive benefit, and removes the annual deductible and any applicable copays for specified preventive drugs. The annual deductible will continue to be imposed on all other prescription drugs that are not on the "Preventive Rx Drug List."</p> <p><b>Note:</b> When this rider is selected, Rider PD-XED <b>cannot</b> be selected.</p>
<b>Rider CI, Rider PCD2 and Rider PD-CM</b>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and intrauterine devices, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered).</p> <p><b>Note:</b> These riders are only available as a "prescription drug package" with the Flexible Blue Prescription Drug Plan.</p> <p>Riders CI and PCD2 are part of your medical-surgical coverage and Rider PD-CM is part of your prescription drug coverage.</p>
<b>Rider PD-XED</b>	<p>Excludes coverage for all elective lifestyle drugs.</p> <p><b>Note:</b> Elective lifestyle drugs are lifestyle drugs such as those that treat sexual impotency or infertility or help in weight loss or help to stop smoking. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated.</p> <p><b>Note:</b> This rider is not available for MHP impacted groups.</p>
<b>Rider PD-XED-MHP</b>	<p>Excludes coverage for elective lifestyle drugs.</p> <p><b>Note:</b> Elective lifestyle drugs are lifestyle drugs such as those that treat sexual impotency or infertility or help in weight loss. They are not designed to treat acute or chronic illnesses or prescribed for medical conditions that have no demonstrable physical harm if not treated. <b>(Smoking cessation drugs are not considered an elective lifestyle drug and are a payable benefit when members are enrolled in this rider.)</b></p> <p><b>Note:</b> If your employer has <b>51 or more</b> employees (including seasonal and part-time) and is subject to the MHP law, this rider must be taken to be MHP compliant.</p>
<b>Rider XVA</b>	<p>Excludes benefits for voluntary abortions.</p>

\* Services from a provider for which there is no Michigan PPO network and services from a non-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.