LABOR CONTRACT

BETWEEN

AFSCME LOCAL 1688, MICHIGAN COUNCIL 25

AND

ANCHOR BAY BOARD OF EDUCATION

January 1, 2020 – December 31, 2024

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PREAMBLE

This Agreement, effective January 1, 2020 to December 31, 2024, is between the Anchor Bay School District, Counties of Macomb and St. Clair, State of Michigan, (the "Board" or "Employer") and the Anchor Bay Chapter of Local 1688, Michigan Council #25 and the American Federation of State, County and Municipal Employees, (the "Union").

PURPOSE

The 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 Employer, the employees, and the Union.

Article 1
RECOGNITION

1.01: EMPLOYEES COVERED

1.01.01: In accordance with the Michigan Public Employment Relations Act ("PERA"), as amended, the Board recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining as to wages, hours of employment, and other conditions of employment for the term of this Agreement, of all Board employees included in the bargaining unit described below. This recognition clause applies to employees and not to work.

1.01.02: This Agreement covers all regular part-time and full-time non-instructional employees, except supervisors as defined in the Act and excluding clerical employees, paraprofessionals, seasonal employees, temporary employees, crossing guards, student help, and other employees who do not have a continuity of interest in the bargaining unit.

Article 2
RIGHTS AND RESPONSIBILITY OF THE BOARD

2.01: The Board on its own behalf and on behalf of the electors of the District, retains and reserves unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of Michigan and the United States, including but without limiting the generality of the foregoing the right to:

2.01.01: The executive management and administrative control of the District and its properties and facilities and the activities of its employees during working hours.

2.01.02: Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their

dismissal or demotion, and to promote and transfer all such employees subject to the terms and conditions of this Agreement.

2.01.03: Decide on the means and methods of performing the work covered by this Agreement subject to the terms and conditions of this Agreement.

2.01.04: Establish the grades and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for the students, all as deemed necessary or advisable by the Board. Such special programs will not displace or cause a layoff of any bargaining unit employees.

2.01.05: Determine work schedules, hours of the work, duties and assignments of employees, and the terms and conditions of employment, subject to the terms of this Agreement.

2.01.06 To randomly test any employee who drives a vehicle for Anchor Bay schools in accordance with board policy and all applicable laws.

2. 02: The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of related policies, reasonable rules and regulations, and practices, and the use of judgment and discretion in connection therewith, shall be limited only by the specific terms which conform to the laws and Constitutions of Michigan and the United States.

2. 03: The Board's rights and responsibilities delineated above are subject to PERA, as amended.

Article 3
REPRESENTATION

3.01: The Board will be advised of the names of the local union collective bargaining committee when and as they are appointed and/or elected.

3.02: The Union shall advise the Board of the stewards named to cover the employees in the bargaining unit. The Board will be advised of the appointment of any temporary steward in the absence of the regular steward. The Board shall continue to deal with such representative until an official written notice of change is given to the Board.

3.03: Stewards shall be permitted time during the work day to attend grievance hearings at all steps and attend any disciplinary meetings called by an administrator. Employees not on duty but who attend such meetings shall not be paid.

3.04: The Central Office will provide the Union with a supervisory chain of command.

3.05: Vacancies occurring in bargaining unit positions shall be posted by the Board on designated bulletin boards. Employees interested must submit a letter of intent during the posting period. In addition, the president, secretary and stewards of the Union shall receive a copy

of employment postings, school calendar, transportation calendar, and changes of employment status related to bargaining unit personnel and such postings or notices shall be considered informational only.

3.06: Special conferences for fundamental problems may be arranged. Such meetings shall only be called after the problems have been fully discussed and solutions sought at a preliminary meeting with the first line supervisor. Complete minutes of the preliminary meeting indicating solutions investigated shall be kept by both sides and made available to each representative. The special conferences shall be requested by including a written agenda fully explaining each of the areas of concern and their proposed solution. A meeting will be scheduled by the Board upon receipt of the written agenda. Discussion shall be limited to agenda items only. Either side may be represented by no more than four (4) people. If the meeting is held during normal working hours, not more than four (4) employees on scheduled duty may attend and shall suffer no loss of pay.

3.06.01: Agenda items shall not include items that are subject to the grievance procedure.

3.07 The Employer shall furnish the Union with the names, addresses and telephone numbers of persons hired within two (2) weeks following such employment

Article 4
SENIORITY

4.01: DATE OF SENIORITY, SENIORITY LISTS

4.01.01: The Union shall be furnished a seniority list annually, no later than February 1st. The seniority list shall include:

1) Employee's Full Name
2) Effective Hiring Date
3) Employee's Current Department
4) Current Job Classification
5) District Seniority

The seniority of an employee on the list shall commence with the first day of actual employment to a regular job in the bargaining unit. When more than one (1) employee is hired on the same date, seniority will be determined in alphabetical sequence, according to the last name first, then given name, and middle initial. For bidding, bumping, and seniority purposes, the employee's full name shall be that which appears on the initial application used in the assignment to a regular job. The President, Treasurer, and Steward will be notified of any new hire when the new hire has completed their probationary period.

4.01.01.01: When the Employer furnishes the Union with a seniority list as

stated above, any entries to the list will be given a period of one (1) week to contest their seniority date. If the affected employee is absent from work for any reason during this one (1) week period, he/she will be contacted by the Union to verify this date. If a correction is made, a corrected list shall be posted within five (5) work days. Thereafter, all established days shall remain in effect until employee severs his/her employment. The seniority list currently in effect is deemed accurate by both parties.

4.02: PROBATIONARY PERIOD

4.02.01: New employees hired by the District from the outside shall be probationary for the first ninety (90) work days. Upon successful completion of the probationary period, the new hire shall attain seniority status. Probationary employees who transfer and accept another job classification within the bargaining unit shall have his/her probationary period calculated from the first day of the transfer. Employees while on their probationary period may be terminated without recourse to the grievance procedure, but shall be represented for all other Union purposes.

4.02.02: Employees while on probationary status are not entitled to any fringe benefits. Upon successful completion of the probationary period, the seniority of the employee shall commence with the first day of actual employment to a regular job in the bargaining unit.

4.03: LOSS OF SENIORITY

4.03.01: Seniority shall be broken and employment in the District ended if the employee:

4.03.01.01: Quits.

4.03.01.02: Is discharged and the discharge is not reversed through the grievance procedure.

4.03.01.03: Is absent for three (3) consecutive work days without notifying the Employer and fails to give explanation for the absence and lack of notice which are satisfactory to the school administration.

4.03.01.04: Fails to return to work when recalled from layoff as set forth in the recall procedure provided herein.

4.03.01.05: Overstays a leave granted for any reason provided in this Agreement.

4.03.01.06: Is on layoff for a period of one (1) year or the duration of his/her seniority at the time of layoff, whichever is greater, but not to exceed five (5) years.

4.03.01.07: Does not comply with Article 12.

4.03.02: Employees who are on layoff shall not accrue seniority.

Article 5
LAYOFFS

5.01: LAYOFFS

5.01.01: Reduction in the work force (layoff) shall be affected through the following procedures.

5.01.01.01: Seasonal employees as provided for in this Agreement and probationary employees in the affected department shall be immediately laid off.

5.01.01.02: The employees with the least seniority in the affected job classification shall be laid off.

5.01.01.03: Any employee so laid off shall be permitted to bump to a lower job classification in that department using District-wide seniority.

5.01.01.04: An employee who has bumping rights as set forth in Article 6.01.01.03 above shall have the right either to exercise the bump or to accept layoff until recalled.

5.01.01.05: The employee who is eventually laid off as a result of the bumping process shall have the right to bump to any job in the bargaining unit only once, provided he/she is qualified and presently capable of performing the remaining work and must displace the least senior employee doing the remaining work at the rate of pay for the work being performed. Such employee will be given a trial period of sixty (60) work days to demonstrate his/her ability to meet the standard of performance on the job. If the Board determines that the employee does not meet such standards, the employee may be released before the completion of the sixty (60) day trial period voluntarily or involuntarily.

5.01.01.06: The least senior employee(s) who remain unplaced after the

reduction and bumping is completed shall be laid off.

5.01.01.07: The above layoff procedure does not apply to normal reduction of the work force during the time school is not in session during the summer months.

5.01.01.08: Any seniority employee on layoff shall be immediately placed on the regular substitute list.

5.02: NOTICE OF LAYOFF

5.02.01: Where there is a decrease in the working force, the Union shall be given notice as soon as practicable of the Board's proposed action in case of layoff. Further, the Board shall give employees a minimum of fourteen (14) calendar days of notice of layoff. If multiple bumping results from the layoff, the first employee affected shall exercise his/her bumping or transfer rights within two (2) days of the layoff notice and all bumping must be completed before the date of layoff. If multiple bumping occurs, then a bid meeting shall take place.

5.03: EMERGENCY LAYOFFS

6.03.01: In the event of an emergency which requires the layoff of employees, the employees affected may be laid off without regard to seniority for periods of short duration. This section shall operate only when the layoff period is five (5) working days or less.

5.04: PREFERENTIAL SENIORITY

5.04.01: Duly-elected officers, of the Union, the President or Chapter Chairperson, Chief Steward and one (1) Steward from each department will have preferential seniority for purposes of layoff if the person is qualified to perform the position available. In any instance, the number of persons granted this status shall not exceed five (5).

5.05: RECALL PROCEDURES

5.05.01: Laid off senior employees shall be recalled as prescribed in Section 7.01.04. The recall shall be in the inverse order of layoff with the most senior employee being recalled first to the opening in his/her job classification and then to other openings in his/her department for which the employee is qualified. Thereafter, vacancies remaining will then be made available to employees in other departments through the bidding process again in the order as prescribed in Section 7.01.04. Before a laid off employee is recalled, employees who were moved as a result of the layoff would return to their former work location. Any hours added to a job would be made available first to current employees and then to laid off employees. Notice of recall shall be accomplished by a

telephone call and a certified letter to the employee's last known address. A copy of the certified letter will be given to the President and Chief Steward. The employee shall report to work within five (5) days following the mailing date of the certified letter. An employee not reporting upon recall shall be terminated.

5.05.02: If the recall list in the job classification is exhausted as defined in 5.05.01, the job posting shall be sent to all other bargaining unit employees who are on layoff and still maintain their seniority as defined in Article 5. If a laid-off employee, meets the qualifications for the job and is presently capable of performing the work, that employee may submit a bid, only once, in writing, for the open position within five (5) days after the posting is mailed from the Personnel Office. If more than one (1) qualified laid-off employee bids for the position, the position will be offered to the most senior qualified employee who has submitted a bid for the vacated position. The affected employee shall be granted a sixty (60) day trial period. If the affected employee, during this trial period, cannot meet the standards of performance for the job, the employee shall return to layoff and shall no longer be eligible for a position in which he/she was not able to meet the standards of performance. Failure of a laid-off employee to make application during the limit as defined herein, shall not permit that employee to file a grievance for not being selected.

5.05.03: Laid-off employees who are called to substitute in a position they worked in before the layoff will be paid twenty cents (.20 cents) less than the regular rate of pay for that position.

Article 6
TRANSFERS, VACANCIES, NEWLY-CREATED POSITIONS, AND BIDDING PROCEDURES

6.01: REQUIREMENTS FOR BID PROCEDURE

6.01.01: Vacancy is defined as an existing job classification becoming vacant as a result of transfer, resignation, termination, retirement, or expansion of the work force within the bargaining unit. This section does not apply to vacancies outside the bargaining unit.

Bus driver trainer(s) shall be selected by the District and Agreement's provisions relating to filling vacancies shall not apply to filling these positions.

6.01.02: For a vacancy in a department, an employee in the same job classification wishing to make a lateral transfer shall be given preference. The selection shall be based on qualifications. If qualifications are equal, the employee with the longest job seniority shall be chosen. The decision as to qualifications shall be based on the Board's opinion, subject however, to the grievance procedure.

6.01.03: A vacancy remaining after the above procedure shall be open to an employee in the same department in the next lower job classification. The selection shall be based on qualifications. If qualifications are equal, the employee with the longest job seniority shall be chosen, except in the case of custodial/ maintenance where qualifications shall determine placement. The decision as to qualifications shall be based on the Board's opinion, subject to the grievance procedure.

6.01.04: A vacancy remaining after the above procedure has been followed shall be open to recall employees as prescribed in Section 6.05.01 and then to employees in other departments in the bargaining unit. The selection shall continue to be based on qualifications. If qualifications are equal, the employee with the longest seniority shall be chosen. The decision as to qualifications shall be based on the Board's opinion. If the vacancy is to be filled by employees in other departments, the use of District-wide seniority will be considered when qualifications are equal.

6.01.05: For transfer between departments, the seniority of the transferred employee in the new department shall begin with the first work day in that department without loss of District-wide seniority.

6.01.06: A vacancy remaining after the above procedures have been followed may be filled by job applicants as determined by the Board.

6.01.07: Whenever a vacancy occurs which is brought about through sickness, accident, or noncompensable leave and is more than twenty-eight (28) days, that vacancy shall be subject to Sections 7.01.01 - 7.01.07. For each vacancy caused by sickness, accident, or injury, the employee shall provide to the Employer a doctor's statement indicating the length of absence and status of the disability.

The vacancy shall be filled during the vacated period by a seniority employee within the building or transportation department, whichever applies. That employee shall have the option of filling the vacancy and be paid the higher minimum rate of pay, if any, is involved. The vacancy created by the successful bidder may be filled by a substitute employee.

6.01.08: Whenever a lateral vacancy (within a classification) is filled, the employee shall remain on the job for a period of not less than one (1) year from the closing date of the bid. Thereafter, Sections 6.01.01 through 6.01.07 shall apply. Any custodian to whom this section applies shall be allowed to participate in the bid meeting at the beginning of each school year, should a vacancy occur.

6.01.08.01: If a laid-off employee is recalled to a vacant position and a subsequent position becomes vacant within one (1) year following the recall, the affected employee shall be allowed to bid on the vacant position.

6.01.08.02 An employee who accepts the position of head custodian to include pool technician agrees to remain in the position for three years except in the case of promotion.

6.01.09: When an employee's position/shift is eliminated, the employee(s) shall have the right to bump/bid to a position that their department seniority will allow.

6.02: NEWLY-CREATED POSITIONS

6.02.01: A newly-created position is defined as a new job classification within the bargaining unit that is outside the definition of "vacancy" in Section 6.01.01. The Union has the right to bargain the rate for a newly-created job within the bargaining unit. The Board will set the initial rate and when final agreement is reached, the rate shall be retroactive to the date the position was created. Failure to reach agreement on the rate may result in a grievance.

6.02.02: Newly-created positions shall be filled from within the bargaining unit in the same manner as used for filling vacancies, except in the case of pilot programs. The selection shall be based on qualifications. If qualifications are equal, the employee with the longest job seniority shall be chosen, except in the case of custodial/maintenance qualifications will determine placement. The decision as to qualifications shall be based on the Board's opinion, which is subject to the grievance procedure. If qualified applicants are not available in the bargaining unit, outside applicants may be sought.

6.02.03: Seniority employees seeking to exercise their right to bid for a newly-created position shall not expect the Board to provide substantial training for the position. In such event, the employee is expected to have the reasonable skills and/or training before exercising his/her bid on such position.

6.03: POSTING OF VACANCIES

6.03.01: All vacancies and newly-created positions within the bargaining unit shall be posted in all buildings within five (5) work days from the date of the vacancy or the creation of the new bargaining unit position and shall be filled either through a lateral transfer, the bidding system, or new hire in accordance with these procedures.

6.03.02: The notice posted shall set forth the job title, shift, and location of the opening, and, if a newly-created position, shall indicate the qualifications necessary to perform the job.

6.03.03: Posting of job vacancies or newly-created positions shall be for a period of five (5) working days during which time the employees desiring to bid for the job shall apply on the district website using the district applicant tracking system.

Failure of an employee to apply during this time limit shall not permit that employee to file a grievance for this failure to be selected.

6.03.04: Written notice of the successful bidder will be given to all employees who had previously submitted a bid. This notice of award(s) shall be given to the appropriate steward.

6.03.05: The filling of the vacancy or newly-created position shall be filled within five (5) work days following the closing of the bid.

6.03.06: During the summer months the Union President shall be notified in writing of the Union job postings. In the summer months, postings shall be for a period of ten (10) days. Request by an employee for any vacancy shall be made in writing to the Personnel Office.

6.03.07: During the bidding procedure, the job openings shall be temporarily filled using the procedures set forth in 6.01.07.

6.03.08: Lateral transfers shall be construed as movement within the same job classification in the same department, i.e., cook helper to cook helper or custodian to custodian. Vertical transfers shall be construed as movement from one job classification to another job classification, first within the department and then among departments, i.e., cook helper to cook, transportation aide to driver, and cook to custodian. Classification is defined as the specific job title within a department.

6.04: TRIAL PERIOD

6.04.01: Employees selected for a vertical vacancy or newly-created position shall be given a trial period not to exceed sixty (60) work days to demonstrate their ability to meet the standards of performance for the new job.

6.04.02: During this time, the employee shall be permitted to transfer back to his/her former job or location at his/her request for good cause or shall be transferred back at the Board's request on failure to meet the standards of performance required.

6.05: ACCRUED SENIORITY

6.05.01: If an employee transfers to another department, all seniority acquired in the previous department before the transfer shall be frozen.

Article 7
PROMOTIONS OUTSIDE THE BARGAINING UNIT

7.01: The Board shall advise bargaining unit employees of any promotional opportunities outside the bargaining unit by posting the same on the bulletin board.

7.02: Promotions outside the bargaining unit shall be made solely on the basis of qualifications and work performance. The Board's decision on qualifications and work performance shall not be subject to the grievance procedure.

7.03: Employees selected for promotion shall be given a trial period of six (6) months in which to demonstrate their ability to satisfactorily meet the standards and perform the duties of the job. This trial period shall not be construed as a training period since the employee is expected to carry into the new job the necessary qualifications, skills and training. During this time, the employee will be entitled to transfer back to his/her former job and location at either the employee's own or the Board's request. Rejection for promotion by the Board is not subject to the grievance procedure.

7.04: If the employee returns to the bargaining unit during or at the end of the six (6) month trial period, the employee shall return to his/her former position with no loss of seniority.

7.04.01: If a bargaining unit employee is promoted to a new position outside of the bargaining unit, the vacated position shall be filled as a temporary position during the trial period. Further vacancies created as a result of this process shall be filled by substitutes. At the conclusion of the trial period, the position will be posted and filled according to Article 7.

7.05: An employee returning to the bargaining unit shall have the same seniority the employee had in the unit as of the date the employee was promoted.

Article 8
GRIEVANCE PROCEDURE

8.01: A claim by an employee or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement shall be deemed a grievance.

8.02: The time limits for movement of a grievance through the process shall be strictly followed and may be relaxed or extended only by mutual consent of the parties in writing. If the Union fails to appeal a grievance or appeal a District answer within the particular time limit or fails to comply with the written requirements at each step of the grievance procedure, the involved grievance shall be deemed abandoned and settled on the basis of the District's last answer, if any. If the District fails to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for appeal at the next step within the time limit for exercising the appeal, commencing with the expiration date of the District's grace period for answering.

8.03: All specified time limits consist only of assigned work days.

8.04: Each grievance must be initiated within ten (10) days of the occurrence of the cause for complaint, or, if neither the aggrieved nor the Union had knowledge of the occurrence at the time of its happening, then within ten (10) days of the first such knowledge by either the aggrieved or the Union. Any monetary compensation shall be limited to ten (10) workdays before the filing of the grievance. Employees shall be considered to have knowledge of information appropriately published by the District. Settlement of delayed grievances, as provided, shall not be retroactive to any date prior to the date of the filing.

8.05: STEP 1

8.05.01: The aggrieved employee(s) take the matter up with their building principal or department supervisor or department director on an informal basis.

8.06: STEP 2

8.06.01: If the matter is not resolved informally, a written grievance may be filed with the Central Office Administrator, as designated by the Superintendent, within ten (10) work days following the informal meeting.

8.06.01.01: The written grievance shall set forth a specific article or paragraph of the article allegedly violated, misinterpreted, or misapplied, along with a statement of the relief sought, and signature of the aggrieved person and the Union representative.

8.06.01.02: Within ten (10) work days after receiving the grievance, the designated administrator shall meet and thereafter state his/her decision in writing, and shall forward a copy to the aggrieved party and to the Union.

8.07: STEP 3

8.07.01: If the matter is not resolved at the Step 2 level, a written grievance may be filed with the Superintendent or his/her designee within ten (10) work days after receiving the decision of the designated administrator.

8.07.01.02: The appeal shall be in writing and shall be accompanied by a copy of the original grievance.

8.07.01.03: Within ten (10) work days after receipt of the appeal, the Superintendent or designee shall commit his/her decision in writing to the Union and the aggrieved party.

8.08: STEP 4

8.08.01: If the Union is dissatisfied with the decision of the Superintendent or designee, the Union may within ten (10) work days file a written notice to the other party

its intention to arbitrate.

8.08.01.01: Upon Employer's receipt of the written notice of intent to arbitrate a particular grievance which has been submitted to the AFSCME Arbitration Department, Lansing, Michigan, all time limits for arbitration in the this Agreement shall be held in abeyance. If the Employer determines sufficient time has elapsed to process the grievance, the Employer may activate the tolling of the time limits by serving notice to the Arbitration Department. The notice shall be delivered to the Michigan AFSCME Council 25 Arbitration Department by certified mail. The time limits to select an impartial arbitrator shall begin on the 10th work day after receipt of such notice.

The parties shall attempt to agree on an impartial arbitrator. If they cannot so agree within ten (10) work days of the request for arbitration, then the party requesting arbitration shall, within twenty (20) work days from the date of the intent to arbitrate, file a demand for arbitration with the American Arbitration Association, sending a copy of the demand to the opposite party. The arbitration shall be conducted under the auspices of the American Arbitration Association

8.09: The arbitrator shall have no authority to arbitrate any complaint that is not an alleged violation, misinterpretation or misapplication of specific provisions of this Agreement.

8.09.01 If the grievance sought to be arbitrated is not specifically covered by this Agreement, then the arbitrator shall have no authority in connection therewith.

8.09.02 The conduct of hearing shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. Then all other expenses shall be borne by the party incurring them.

8.09.03 So long as the arbitrator does not exceed his/her authority as provided in this Agreement, the arbitrator decision shall be final and binding on the Union and all members of the bargaining unit and the Employer.

8.09.04 The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

8.09.05 The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.

8.09.06 The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

8.09.07 Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement until a new agreement is reached. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

8.10: Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least the third (3rd) step.

8.11: A grievance may be entertained in or advanced to Step 2 of the grievance procedure if the parties jointly so agree.

8.12: In grievances involving discharge, the Union President will be notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed at Step 3 within three (3) work days from the time of presentation of the notice to the President. If a written grievance is filed, the Superintendent or designee shall have five (5) work days in which to arrange a meeting. Normal time limits shall apply thereafter.

8.13: The selection of the grievance procedure or any other forum for dispute resolutions involving matters included in this Agreement shall be mutually exclusive. If courts, either federal or state, M.E.R.C., or this grievance procedure is begun, any other procedure is temporarily postponed until the dispute is resolved. This provision shall not deny an individual employee to pursue multi-forums for dispute resolutions.

Article 9
DISCIPLINE AND DISCHARGE

9.01: Any discipline, including discharge, shall be for a reason that is not arbitrary or capricious.

Article 10
NO STRIKE

10.01: For the duration of this Agreement, the Union will not engage in, authorize, or encourage any concerted interruption of education or subsidiary-related activities due to a cessation,

withdrawal, or withholding of services either in whole or in part by bargaining unit employee for any reason. No officer or representative of the Union or bargaining unit employee is empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity. The Board shall not authorize or encourage the same nor lock out employees. Employees violating any of the above conditions shall be subject to disciplinary action.

Article 11
PHYSICAL EXAMINATIONS

11.01: HEALTH EXAMINATIONS

11.01.01: The initial medical examination for employment of new personnel is to be paid by the employee and shall consist of a blood test, chest x-ray and/or negative T.B. skin test. Health examinations shall comply with Section 12.03.

11.02: HEALTH EXAMINATION PROCEDURES

11.02.01: Health examinations for bus drivers inclusive of chest x-ray and/or T.B. skin test will be by the Board's appointed doctor and for other than new applicants, paid for by the Board. If the employee does not appear at the scheduled time, he/she must obtain the health examination through the Board's doctor at the employee's expense before August 15th of each year as a requisite for continued employment.

11.03: HEALTH EXAMINATION REQUIREMENT

11.03.01: When school employees are required by law to furnish chest x-ray reports or negative T.B. skin test reports to the Board, any cost involved shall be paid by the Board.

11.03.02: Employees who show a positive reaction upon taking a skin test will submit to a chest x-ray by the Macomb County Health Department within two (2) weeks from the notice date of such reaction or within two (2) weeks after receiving notice from the Health Department to report for an x-ray. Employees on scheduled work will be temporarily released from their job without loss of pay provided prior approval is granted by the immediate supervisor.

11.03.03: All chest x-rays and T.B. skin tests shall be completed and a report filed in the Business Office not later than August 15th of each year in which such requirement is mandated by the State.

11.02.04: If there is medical evidence or reason to suspect that an employee is not able to perform the essential functions of the job, the Board may require

that the employee be examined by a physician or psychiatrist appointed by the Board, at the Board's expense. The opinion of the Board's doctor shall be final. At the employee's request, and at the expense of the Board, the Board will obtain an opinion from a second doctor appointed by it, specializing in the area of concern where applicable, whose opinion shall be final.

11.03.05: Any employee in the bargaining unit unable to work due to illness for a period of five (5) consecutive days, but less than ten (10) consecutive days, shall be required to provide evidence from a physician (M.D., D.O.) to establish that the employee's condition warrants the employee's return to work. If an employee is absent for work as a result of illness for a longer period of time and in the opinion of the Board there is uncertainty as to the employee's ability to perform the essential functions of his/her job and is able to return to work, the Board may require that the employee be examined, at the Board's expense, by a physician appointed by the Board who shall certify whether the employee is capable of performing the essential functions of the his/her job and is able to return to work. The opinion of the Board's doctor shall be final. At the employee's request, and at the expense of the Board, the Board will obtain an opinion from a second doctor chosen by it, whose opinion shall be final.

11.04: MANDATED HEALTH SERVICES

11.04.01: As a requisite for continued employment, all State mandated health tests shall be completed and a report filed in the Business Office not later than August 15th of the year in which the test is required.

Article 12
HOURS AND OVERTIME

12.01: The parties mutually subscribe to the principle of a fair day's work for a fair day's pay.

12.02: The full-time employees work day shall consist of eight (8) hours plus a one-half (1/2) hour non-paid lunch period, with the exception of the cafeteria and transportation department employees who will establish a uniform, mutually agreed to lunch period practice within each installation. Full-time employees scheduled to work four (4) to eight (8) hours overtime shall have a second lunch period pro-rated consistent with the amount of overtime worked: that lunch period will not be less than twenty (20) minutes.

12.03: A regular start time for each shift will be established and maintained at each school site at the beginning of each school semester, subject to change due to curriculum changes and/or student scheduled school day such as split session, half-day sessions. Custodians shall not be scheduled split shifts unless by mutual agreement. Custodians who are called in to work

before their regular shift shall also complete their regular scheduled work day.

12.04: Employees in the custodial department are entitled to a ten (10) minute break during the first half of the shift, and a ten (10) minute break during the second half of the shift. Employees in the cafeteria and transportation departments will continue the practice are to breaks previously established.

12.05: REORGANIZED SCHOOL DAY

12.05.01: If the Board finds it necessary to put into effect a reorganized school day, a meeting will take place between the Employer and the Union to discuss any changes in hours or other conditions affecting Union personnel.

12.05.02: In the event of split-day sessions, whenever a driver drives another run for another driver, he/she will be granted at least one (1) hour's pay.

12.06: TRANSPORTATION COMPENSABLE TIME

12.06.01: Bus drivers shall be given a total of thirty (30) minutes per day, in addition to their regular work, for the purpose of warm-up, clean-up time. Bus drivers who are required to prepare maps and bus counts shall be paid not more than four (4) hours of their regular hourly rate provided such work is complete, accurate, and acceptable for State reports. That time shall not be used in the computation of overtime.

12.07: TEMPORARY BUS RUNS

12.07.01:

12.07.01: Regular drivers will fill in whenever possible for daily vacancies when a conflict with their regular run does not exist. Regular drivers shall be offered daily vacancies in seniority order and assigned on a first come/first serve basis. The drivers must give an immediate response for these daily vacancies.

12.07.02: Whenever a bus driver drives for another driver, he/she will be paid at time allotted to the regular driver for that portion of the assigned bus schedule.

12.07.03: Whenever a driver must double up on a bus run, he/she will receive additional paid time if it requires time over and above his/her regular run.

12.08: OVERTIME

12.08.01: The normal work week shall be Monday through Friday. The normal work week for computation of overtime is Monday 2:00 a.m. to Monday 2:00 a.m. Work days shall be construed as Monday - Friday.

12.08.02: Overtime will be paid in accordance to all applicable laws.

12.08.03: Work performed on a Saturday, in excess of forty (40) hour for the week prior, shall be paid at a rate of one and a half times the employee's regular hourly rate. Work performed on Sunday, if in excess of forty (40) hours for the week prior, shall be paid at two (2) times the employee's regular hourly rate.

12.08.04: Approved compensable leave days and any holiday which falls during a week in which the employee is not expected to work shall be counted as eight (8) hours worked for purposes of weekly overtime.

12.08.05: It is not expected that employees will be called to work on any of the holidays compensated for in Article 16. If it is necessary for employees to work on such a holiday, the pay will be in accordance with Article 16.

12.09: OVERTIME ROSTER LIST

12.09.01: At the beginning of the school year, no later than the second week of September, each employee in each department shall indicate in writing his/her preference of working overtime for the balance of the work year. A list of such employees will be prepared (Overtime Roster List) by building and then by departments and only such employees will be contacted for overtime work during the balance of their work year.

12.09.02: Overtime work will be scheduled, first by each building, then by other employees from the department.

12.09.03: In the selection of an employee for overtime work, the Board shall make contact by the employees preferred method and wait fifteen (15) minutes before contacting the next eligible employee with the exception of emergencies.

12.09.04: Employees at the time of determining to work overtime may select to be placed on the: (a) Building Overtime Roster List, (b) Department Overtime Roster List, or both.

12.09.05: New employees may select to be placed on the Overtime Roster Lists within two (2) weeks following achievement of their seniority.

12.09. 06: Substitutes will not work overtime so long as regular employees on the Overtime Roster List are available.

12.10: SHOW-UP TIME

12.10.01: When an employee who reports for work as scheduled is sent home without having worked, he/she shall receive pay for two (2) hours straight time.

Employees who are working a scheduled shift and are sent home shall be paid for the amount of time worked, but in no event for less than two (2) hours straight time. When an employee is requested to work when he/she is not scheduled and sent home for lack of work, he/she shall be paid a minimum of two (2) hours at time and one-half,

12.11: OVERNIGHT BUS TRIPS

12.11.01: On overnight bus trips, the Board will pay a minimum of eight (8) hours straight time per day. If the driving time exceeds eight (8) hours, this time will be compensated at one and one-half (1-1/2) of the hourly rate of pay. In addition, the Board will pay expenses for room and meals as agreed upon with the Union before each trip.

12.12: SPECIAL TRIPS

12.12.01: All special trips will be paid at the regular bus driver's rate of pay. Saturday special trips will be paid at one and one-half (1-1/2) times the employee's regular rate of pay. Sunday and holiday special trips will be paid at two (2) times the employee's regular rate of pay. (Memorial Day will be volunteered.) All layover or down time shall be paid at the employee's regular rate of pay.

12.12.02: Whenever more than five (5) students are scheduled to be transported in the same District vehicle, a certified bus driver will be assigned.

12.12.03: For the purpose of the distribution of special trips in an equitable manner, there will be posted two (2) full seniority lists, one for week days and one for Saturdays, Sundays, holidays, and summer trips.

12.13: ASSIGNMENT OF BUS RUNS

12. 13.01: FIRST SEMESTER: At the beginning of the school year, bus routes and time schedules for each bus run will be made available by administration at a general meeting. Bus drivers will bid for bus runs on a seniority basis. There shall be one (1) bid meeting in late August before the start of school and another bid meeting forty-five (45) work days after the start of school. These two (2) bids shall be the only bids during the first semester. The bus drivers having seniority in the department will choose their bus route in the order of seniority, but the bidder's route book shall be brought up-to-date before the change in the bus assignment takes place.

SECOND SEMESTER: After the start of the second semester, there shall only be additional bids if a route has changed in time by a total of forty-two (42) minutes or more per day. The only drivers permitted to bid shall be those who would benefit economically by qualifying for benefits by bidding on that run.

12.14: SAFETY SCHOOL - PAY RATE

12.14.01: All regular transportation employees will be paid the regular rate of pay for attending safety school following the successful completion of the course work.

12.15: SPECIAL RUN SHEETS

12.15.01: Bus drivers will be provided copies of their Special Run Sheets upon request.

12.16: ASSIGNMENT OF CAFETERIA EMPLOYEES

12.16.01: Before the beginning of each school year, a general meeting of all cafeteria employees will be held. A list of all cafeteria vacancies shall be provided to all cafeteria employees before the meeting. The meeting will be held to finalize the placement of all cafeteria employees before the opening of the school. Normal time elements for the posting of vacancies and newly created positions shall apply to the cafeteria department.

12.16.02: If schedule changes are made following the beginning of the school year, and the schedule change in any cafeteria position is increased by thirty (30) minutes or more, or if such increase would qualify an employee for benefits, and such changes appear to be of a permanent nature, the position will be posted and filled by the bidding procedure.

12.16.03: If a cafeteria employee is requested by his/her supervisor to use the employee's vehicle for a job-related activity, the employee shall be paid twenty cents (.20 cents) per mile, provided the affected employee processes the appropriate mileage report form. Time used in travel will be part of the employee's regular shift.

12.16.04: If a cafeteria employee is requested to work at an activity outside of her/his normal work day, i.e., banquet, the affected employee shall be paid the rate of her/his assigned task. No employee shall be paid less than the cook's wages if she/he works at an activity as described herein.

12.17: ASSIGNMENT OF CUSTODIAL EMPLOYEES

12.17.01: Before the beginning of the school year, a general meeting of all custodial employees will be held. A list of all vacancies shall be given to the custodial employees at least three (3) work days before the meeting. Those employees who are not at work at this time will have the list of vacancies along with a notice of the meeting mailed to them in sufficient time for them to make arrangements to attend the meeting. The meeting will be held to finalize the placement of all vacancies according to the provisions as set forth in the bidding procedure.

Article 13
MISCELLANEOUS

13.01: FACILITIES

13.01.01: The Union shall be provided with a suitable bulletin board for posting all Union notices and other Union materials. The Union assumes the responsibility for all material posted thereon, excluding material posted by the Board or its agents. In addition, the Union shall have access to the existing interschool mailing system for distribution of notices. Copies of any notices mailed to the employees shall be forwarded to the Board.

13.01.02: The Union will be permitted the use of school facilities for regular and special business meetings of the Union, provided that such is requested through normal channels and approved in advance without disruption of other commitments for use of the premises and without incurring additional cost to the District.

13.02: TRANSPORTATION EMPLOYEE'S FACILITIES

13.02.01: The Board of Education will provide a room for bus drivers with adequate health facilities.

13.03: USE OF SCHOOL FACILITIES BY OUTSIDE ORGANIZATIONS

13.03.01: When functions take place for which the Board does not pay the cost and when a custodian is not regularly scheduled, a custodian may be scheduled to cover the function. The custodian is not responsible for the security of the building beyond the hours he/she works.

13.03.02: When functions take place in any kitchen and cafeteria employees are not assigned, any work resulting from the use of the kitchen shall be done by short-hour cafeteria employees who will be called in to perform the required work as determined by the Cafeteria Director.

13.03.03: Cafeteria employees will be assigned to cover use of kitchen facilities when, in the opinion of the Administration, those employees are necessary to provide safe and proper use of kitchen equipment.

13.03.04: The Administration will make every effort to post all functions within all buildings at least forty-eight (48) hours in advance of use to the custodians or cafeteria employees.

13.03.05: Employees are not to leave the building during their regular work assignment without instructions or approval of the Assistant Superintendent or designee or the Building Principal. This requirement does not apply during the employee's

unpaid lunch period.

13.04: EMPLOYEE ABSENCES

13.04.01: If an employee is unable to report for his/her assigned duties, that employee will be responsible to call and report his/her absence to their supervisor or designee as determined by the department procedure

13.05: MEETINGS

13.05.01: A department meeting scheduled by the District and related to the assigned work schedules of the affected employees, and in which attendance is required, shall be paid on a straight time basis for those employees in attendance. Such time will not be used in the computation of overtime. Employees must be excused by their supervisor for non-attendance. This section does not apply to meetings as a result of grievances or single bid meetings.

13.06: The Board and the Union shall establish and maintain a joint committee of six (6) members, three (3) of whom shall be appointed by the Board and three (3) by the Union. The function of this joint committee shall be to consider areas of in-service which will, among others, improve the efficiency of operations. Matters considered by this committee are not subject to the grievance procedure, and any program conceived by the committee must be reasonable and practicable.

13.07: SUMMER EMPLOYMENT

13.07.01: A regular employee working less than twelve (12) months, may be offered prior consideration based on qualifications for employment during the summer months. That employee will be paid the same rate of pay as the summer job.

13.07.02 The Board may hire summer maintenance assistance who shall be temporary employees. The assignment shall not start sooner than May 1st of each year and will terminated by the Friday before Labor Day of each year.

13.08: SUBSTITUTE EMPLOYEES

13.08.01: Day-to-day absences which occur in the cafeteria, custodial, and transportation departments may be filled by substitutes.

13.08.02: Employees who are qualified and are in compliance with state and local laws and who substitute in positions that require the transporting of passengers will be paid the current rate of pay of a bus driver.

13.09: SPECIAL EDUCATION MEETINGS

13.09.01: Special education drivers will be given the opportunity to discuss discipline and special aid guidelines for students with the Director of Special Education or

designee. At the beginning of the school year, those drivers will be scheduled a meeting with the Director of Special Education or designee and from time to time the Director may schedule meetings with the drivers as the Director or the transportation employees deem appropriate.

13.10: SAFETY

13.10.01: The Employer will maintain safety precautions at all times.

13.10.02: Employees shall promptly report to their direct supervisor any defects in equipment.

13.11: EMPLOYEE HANDBOOK

13.11.01: All employees will receive a copy of the employee handbook and updated material relating to the employee handbook as available.

13.12: EMPLOYEE PERSONNEL FILE

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13.13: The Board will pay the Commercial Driver's License (CDL) fee for the transportation personnel who are currently employed on a regular assignment.

Article 14
VACATIONS

14.01: Eligibility for vacations shall be determined as of July 1 of any given year.

14.02: VACATION ELIGIBILITY

14.02.01: An employee accrues vacation benefits day one pro rata to hire date. No employee shall be entitled to use paid vacation time during their probationary period. Any twelve (12) month employee hired before 9/01/2006, shall accrue vacation time based on the previous years' service.

12 MONTH EMPLOYEES		**10 MONTH EMPLOYEES**
1 year to 5 years	2 weeks (ten (10) days)	Six (6) days
Over 5 years to 15 years	3 weeks (15 days)	Twelve (12) days
15 years or more	4 weeks (Twenty (20) days)	Twelve (12) days

14.02.02: Ten (10) month employees shall not take vacation on scheduled school days. Employees may take a maximum of two (2) days off per year, without pay, provided their respective operational assignments are adequately covered.

14.02.03: Ten (10) month employees are eligible to request paid vacation days for holidays which fall during the school year, provided they have accrued sufficient days to cover the requested time. Unused vacation days shall be paid at the end of the school year.

14.03: VACATION SCHEDULING

14.03.01: All vacations shall be scheduled consistent with meeting the District's operational needs as determined by the District. Bargaining unit employees shall be permitted to take vacations during the school year during vacation periods for students or days when school is not in session (i.e., Thanksgiving Break, Winter Break, Mid-winter Break, and Spring Break). Twelve (12) month employees shall be permitted to take vacation during the school year as follows: Twelve (12) month employees earning three (3) weeks may take one (1) week during the school year and twelve (12) month employees earning four (4) weeks may take two (2) weeks during the school year. That employee's ability to schedule their vacation is subject to approval so the District can meet its operational needs. The District's decision is not subject to the grievance procedure. Once approval is given, it shall not be unreasonably revoked. The scheduling of vacations during break periods shall also be consistent with meeting the District's operational needs by maintaining minimum staffing at each building based on the work which has to be performed in each building. All vacations shall be scheduled according to District seniority and consistent with meeting the District's operational needs.

14.04: PRO-RATION OF VACATION

14.04.01: For 12-month employees, 1/12; for 10-month employees, 1/10 of vacation benefits will be deducted for any month in which the employee does not work a majority of the working days in that month. Work days paid for by the District shall be considered as days worked for purposes of this section.

14.04.02: Vacation days shall be calculated to the nearest whole day; 5/10 or more being considered a whole day and anything less being dropped.

14.04.03: Newly-hired employees will have their vacation period pro-rated based on the amount of time in the work assignment, provided they have worked the majority of the year. (Example: An employee hired in September of a calendar year will have vacation pro-rated using the formula 9/12 x ten (10) days.)

14.05: When a holiday observed by the employee falls during an employee's scheduled vacation, the vacation shall be extended one (1) day for each holiday that occurs.

14.06: Vacations of 12-month employees must be used and there shall be no compensation for the failure to take the vacation. If an employee is disabled during his/her vacation period and is unable to take his/her vacation, the employee may reschedule his/her vacation upon providing the Employer with a physician's statement attesting to the employee's disability during his/her vacation period.

14.07: Employees shall be permitted to choose their vacation dates by District seniority. Employees shall request vacation time by using the vacation form a minimum of 30 days in advance of the first day of requested time. The Board reserves the right, however, to oversee vacation schedules so that operational assignments are not neglected.

14.08: Employees will receive their normal weekly pay while on vacation and will continue to receive all fringe benefits during such time.

14.09: Any employee who has completed two (2) years or more of service and who terminates his/her employment with the District by giving at least two (2) weeks' notice shall be paid the unused portion of his/her earned vacation.

14.10: Upon retirement or layoff, an employee will receive money in lieu of any vacation credit remaining as of the time of such layoff or retirement. In the event the laid-off employee is recalled, his/her return to work will be without any accrued vacation.

Article 15
HOLIDAYS

15.01: The following days shall be celebrated as paid holidays:

12-MONTH EMPLOYEES	10-MONTH EMPLOYEES
Full Day before New Year	Memorial Day
New Year's Day	Labor Day*
Full Day Good Friday	Good Friday
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Full Day before Christmas
Thanksgiving Day	Christmas Day
Friday following Thanksgiving Day	Full Day before New Year
Full Day before Christmas	New Year's Day
Christmas Day	One day of mid-winter break
One day of July shut down week	

The Wednesday before Thanksgiving shall be a paid holiday only if it is a non-instructional day.

*If school starts after Labor Day, ten (10) month employees shall not be entitled to holiday pay for Labor Day.

15.01.01: The Board shall determine no later than April 1st of each year a one (1) week district wide shut down to coordinate with the Independence day holiday. Twelve (12) month employees may elect to use vacation days up to three (3) days. Employee electing to use paid time must adhere to article 14.07.

15.02: When one (1) of the above holidays falls on Sunday, then Monday shall be deemed to be the holiday. When one (1) of the above holidays falls on Saturday, then Friday shall be deemed to be the holiday.

15.03: Whenever any employee is required to work on any of the above holidays, he/she shall receive holiday pay, plus double time for all hours worked.

15.04: To entitle an employee to receive holiday pay, he/she must have worked the last scheduled work day before the holiday and the first scheduled work day following the holiday. Those employees on approved vacation leaves shall have those days counted as worked.

Article 16
LEAVES OF ABSENCE

16.01: NON-COMPENSABLE LEAVE

16.01.01: Leaves without pay for seniority employees will be granted in accordance with the specified provision for each type of such leave as provided in this Agreement, for uniformed service, health-related incapacity, maternity, and union representation.

16.01.02: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Board without recourse to the grievance procedure. Employees granted such leave shall report for duty upon the leave's termination, or be subject to Section 5.03 and Article 10.

Bargaining unit employees may apply for unpaid leaves of absence. Such leaves may be granted by the Board and its decision is only appealable through the grievance procedure if such decision is arbitrary or capricious.

16.01.03: All requests for leave and the approval shall be in writing, and shall provide for the date such leave begins and ends. The employee shall give written notice of request for leave five (5) days before the actual date such leave begins. In an emergency, the prior notice requirement may be waived. If an employee desires

to return to work before the leave's expiration date, he/she shall give written notice to the Employer five (5) days before the employee's desire to return, and the Board shall have the option of permitting that return.

16.02: NON-COMPENSABLE SICK LEAVE

16.02.01: Seniority employees who have exhausted their accumulated sick days may be placed on a noncompensable sick leave up to and including a period of not more than one (1) year, subject to Section 12.03.05.

16.02.02: Seniority employees granted such leave shall be required to report for duty upon termination of that lease. Failure to report will result in their dismissal. An extension at the discretion of the Board may be granted.

16.03: UNINFORMED SERVICES LEAVE

16.03.01: Full-time employees who leave the District and who are inducted in the uniformed services of the United States, and who upon termination of such service: 1.) Receive an honorable discharge from the uniformed service; 2.) Is still qualified and competent to perform the duties of his/her position; 3.) Applies to the District for re-employment within ninety (90) days after release from the uniformed service; shall be restored to work or to a job of like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this matter shall prevail.

16.04: MATERNITY LEAVE

16.04.01: Employees who desire to remain employed while on maternity leave shall have job protection so long as she is unable to perform their essential job function. The employee must provide periodical medical reports documenting that the employee is not able to return to work. The employee shall also be subject to16, Section 16.04.02.

16.04.02: Unpaid leaves of absence for reason of child birth shall commence no sooner than four (4) weeks before the expected birth date unless the Board is provided medical proof of the necessity to discontinue employment sooner. The employee may, if she so desires, work as long as she is able to perform her essential job function. The employee is expected to return to work within eight (8) weeks of the birth of the child, unless medical proof is provided which indicates that the employee is not able to perform her essential job functions. If the medical reports received by the Board are in conflict, then the employee will be required to provide a third medical report at the Board's expense prepared by a medical specialist whose opinion shall be final.

16.04.03: The length of permitted leaves of absence for pregnancy shall be controlled as

above set forth. The Board will not employ a replacement for an employee on maternity leave but will fill the vacancy on a temporary basis with a substitute employee. Before returning from maternity leave, the employee shall give the Board five (5) days' notice of such return, and, upon her return, she shall return to her former position with no loss of seniority or fringe benefits as a result of the maternity leave.

16.05: UNION REPRESENTATION

16.05.01: A leave without pay, for a maximum of four (4) seniority employees will be granted for a maximum of five (5) work days annually, with prior written notice for the purpose of attending union conferences/conventions. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Association release time.

16.05.02: One (1) employee elected or appointed to an office with the Union representing this bargaining unit, shall, following a written request of the Union, receive temporary leave of absence without pay for a period not to exceed one (1) year.

16.05.03: Seniority will be broken if the employee fails to report for duty at the expiration of the approved leave, or if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

16.06: SENIORITY RIGHTS - NONCOMPENSABLE LEAVE

16.06.01: Seniority employees who have been granted non-compensable leaves shall maintain accumulated seniority accrued before the leave began, and shall not accrue seniority during such leave unless the employee is on non-compensable sick leave (personal or in the immediate family), non-compensable leave that is less than ninety (90) days within a fiscal year, or the leave is otherwise required by law. Upon return, the employee shall return to the same job and location where he/she worked before the leave, providing he/she is still qualified and competent to perform the essential duties of that position. In the event a vacancy results from granting non-compensable leave of more than ninety (90) days and such vacancy involves a higher hourly rate, then such vacancy shall be posted for five (5) work days. The successful bidder shall fill the job after the bids are closed. The successful bidder's job shall be filled in the same manner. The employee who temporarily filled the job created by the leave shall return to the position he/she held before the leave occurred following the return of the employee granted such leave.

Article 17
COMPENSABLE LEAVE

17.01: ACCUMULATION OF SICK LEAVE

17.01.01: Each employee covered by this Agreement shall accumulate sick leave allowance as follows:

12-Month Employees	-	12 Days per Year
10-Month Employees	-	10 Days per Year

1717.02: Probationary employees will accumulate sick leave allowance during their probationary period, but may not use such leave until attaining seniority.

17.03: Leave days may accumulate to a total of ninety (90) days. Once an accumulation of ninety (90) days has been reached, no additional days shall be permitted; provided, however, that the employee who has accumulated sick leave days before June 30, 1976, shall be permitted to keep fifty percent (50%) of that accumulation and such accumulation shall be preserved as set forth in Sections 28.01, 28.01.01, and 28.01.02, Terminal Leave.

17.04: An employee's authorized sick leave absence shall be charged to his/her accumulated sick leave allowance. An employee while on sick leave shall be deemed to be on continuous employment for the purpose of computing all benefits, excluding sick leave benefits as specified in Section 17.09 of this Article, including seniority referred to in this Agreement.

17.05: BEREAVEMENT

17.05.01: In the event of a death in the immediate family of the employee, the employee shall be entitled when so required, to use a maximum of the next four (4) days not to be charged against the employee's accumulated sick leave to arrange for or attend the funeral and burial. The immediate family shall be termed to be: spouse, child, parent, sibling, grandchild, grandparent, parent-in-law, step-parent, stepchild, brother-in-law, and sister-in-law. Additional time may be given by permission of the Board. An employee shall be entitled to one (1) calendar day of his/her accumulated sick leave to arrange for and attend the burial of an aunt, uncle, niece, or nephew.

17.06: SICK LEAVE

17.06.01: Sick leave may be used for a bona fide personal illness which incapacitates the employee from discharging his/her normal duties to the extent of the employee’s accumulated sick leave.

17.06.02: When approved by the Board, sick leave may also be used for a serious illness of an employee’s spouse, children, parents, or members of the employee’s household, but in no event to exceed three (3) days annually. A full explanation

to the Board representative as well as his/her approval shall be required.

17.06.03: Ten (10) month employees may use up to three (3) sick leave days per year for "Act of God" days. Any additional "Act of God" days after the first three (3) "Act of God" days, ten (10) month employees may elect to use personal or vacation days.

17.07: PERSONAL LEAVE DAY

17.07.01: An employee will be permitted leave days not charged against his/her sick leave accumulation for personal business of such a nature that it cannot be conducted outside the normal work day, when approved by the Board in writing after written request therefore, in the following amounts.

12-MONTH EMPLOYEES	-	2 DAYS PER YEAR
10-MONTH EMPLOYEES	-	2 DAYS PER YEAR

Further, 12-month employees may use one (1) personal business day in addition to the two (2) days above each year, exclusive of the requirements of Section 17.07.02.02(1) - (5), but inclusive of the requirement for normal reporting off from work.

17.07.02: In addition, 10-month employees may use one (1) of their accrued sick days as a personal business day.

17.07.02.01: Personal business days may not be taken immediately before or after a holiday or vacation period, unless approved by the Board.

17.07.02.02: An example of an unacceptable use for such personal business days are as follows: 1.) recreational purposes; 2.) a business transaction which results in financial gain to the employees; 3.) attend social functions; 4.) enable the employee to work for someone else; 5.) purposes of seeking new employment.

17.07.03: One (1) personal business day may be used as unexplained. The provisions in Sections 17.07.01 - 17.07.02.01 will apply.

17.08: JURY DUTY

17.08.01: An employee assigned to jury duty will be compensated for the difference between fees received as a juror and that which he/she would have received had he/she been working for the District on a straight time basis. Any sums paid as a result of jury duty shall not be chargeable against accumulated sick leaves. Such payment for jury duty shall be permitted no more than once in any fiscal year.

17.08.02: Employees assigned jury duty shall notify the Business Office and to make arrangements in order to comply with the compensable provisions of 17Section 17.08.01.

17.09: An employee shall not accumulate sick leave during any month in which the employee works less than the majority of scheduled work days in that month.

17.09.01: If an employee serves jury duty, the affected employee will not be required to report to work on the date that the person is scheduled as a juror.

Article 18
WORKER'S COMPENSATION

18.01: If an employee is injured on the job and is entitled to benefits under the Worker's Compensation Act, the balance of the employee's average weekly earnings not covered by worker's compensation shall be covered by sick leave pay, and this portion (sick leave) only to be deducted from the employee's sick leave until accumulated sick leave has been exhausted. When an employee is released by a duly-certified physician, he/she will be placed back on the job and location he/she had before the injury occurred, provided the employee is capable of performing the essential functions of that job or to a position in the District that he/she is capable of doing and to which seniority entitles the employee, subject to, Section 11.03.05.

Article 19
HOSPITALIZATION INSURANCE

19.01: HOSPITALIZATION INSURANCE - Current employees receiving part-time benefits, whose schedules change, will be governed in this section. Upon submission of a written application, the Board shall make available Blue Cross/Blue Shield Hospitalization or a comparable plan for each eligible employee. Employees must be scheduled six (6) or more hours - full coverage. Additional benefits may be purchased, such as sponsored dependent family continuation, on an individual basis by payroll deductions. Additional costs will be borne by the employee.

Employees currently receiving full benefits (scheduled five (5) or more hours) or employees receiving half-time benefits (scheduled less than five (5) but more than three (3) hours) will remain in effect for the duration of this Agreement.

On or after January 1, 1996, all new hires and current employees not receiving benefits and scheduled seven (7) or more hours - full coverage; employees scheduled less than seven (7) but more than five (5) hours - one-half (1/2) coverage in an approved managed health care plan. Additional benefits may be purchased, such as sponsored dependent family continuation, on an individual basis by payroll deductions. Additional costs will be borne by the employee.

19.02: The Board shall make available to all insurance-eligible members, at current hour levels, the hospitalization and insurance benefits in Appendix B. The coverage will continue throughout the period of employment, including summer months.

19.03: The intent of the insurance plans is to make available insurance protection for the eligible employees of the bargaining unit and his/her immediate family (spouse and children) as defined by the United States Internal Revenue Service.

19.06: Bargaining unit employees who choose to be covered by any of the District-provided "health benefits" (as defined by PA 152 of 1911), shall pay 19cost on a pre-tax basis. . Any remaining cost of the employee's medical benefit plan costs shall be paid by the employee through pre-tax payroll deduction which shall occur in 24 pay periods during this period.

19.07: A bargaining unit employee currently covered by a spouse who also receives health care paid for by the District shall not elect Employer's health care coverage.

19.08: The District will form and meet with a health care committee bi-annually.

Article 20
LIFE INSURANCE

20.01: GROUP TERM LIFE INSURANCE Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, an approved group term life insurance by a company of the Board's choice. The policy limit to be paid to the designated beneficiary shall be $ 20,000, subject to eligibility under the policy in effect. The Group Term Life Insurance Policy shall include a double indemnity policy rider in case of accidental death.

Article 21
DENTAL INSURANCE/OPTICAL INSURANCE

21.01: DENTAL INSURANCE

Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, a dental insurance program by a carrier of the Board's choice. The Board's expense for the dental care plan shall not exceed the cost of the minimum single person's monthly rate of hospital-medical coverage as provided herein.

21.02: OPTICAL INSURANCE

Upon completion of the probationary period and upon submission of a written application,

the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, an optical insurance program by a carrier of the Board's choice. The Board's expense for this optical insurance plan shall not exceed $6 per month for the family plan during the life of this Agreement.

Article 22
LONG-TERM DISABILITY INSURANCE

22.01: LONG TERM DISABILITY INSURANCE

Upon completion of the probationary period and upon submission of a written application, the Board shall make available to each eligible employee on the first day of the month following the month the employee completes the probationary period, an income and insurance program by a carrier of the Board's choice to include: No more than ninety (90) calendar days qualifying period long term disability payment in the amount of sixty-six and two/thirds percent (66-2/3rds %) of the employee's salary to a maximum of two thousand dollars ($2,000) per month and continue to age sixty-five (65).

Article 23
INSURANCE PROVISION

23.01: The Board will pay all life and health insurance premiums for employees on noncompensable sick leave for one hundred and twenty (120) work days of the said leave. Thereafter, the employee may continue the coverage by arranging with the Anchor Bay School District to provide the insurance under the group plan, but the employee will be obligated to pay premiums by the fifteenth (15th) day of each preceding month. Failure to pay such premium shall result in ineligibility to continue the Board’s group insurance coverage.

23.02: In all articles or sections governing insurance protection, the provisions of the group policy and the rules and regulations of the carrier selected by the Board shall govern. The nature and the amount of benefits and any other aspect of coverage shall be governed by the carrier.

23.03: The employee shall be responsible to report, in writing, to the Personnel Office within thirty (30) days following any change in family status which effects insurance coverage. If there is failure to comply with the above requirement, an employee shall be responsible for any over payment of premium made by the Board in his/her behalf.

23.04: Employees currently enrolled to receive dental, optical, long term disability, and term life insurances, must work at least four (4) hours per day, twenty (20) hours per week, will remain in effect for the duration of the contract.

To be eligible to receive dental, optical, long term disability and term life insurances, the employee must work at least six (6) hours per day, thirty (30) hours per week.

Article 24
UNIFORM ALLOWANCE

24.01: CAFETERIA EMPLOYEES

25.01.01: Cafeteria employees will be supplied with aprons and such aprons will be laundered District expense.

24.02: MECHANICS

24.02.01: Uniforms to be supplied and laundered at District expense.

Article 25
LONGEVITY

25.01: Payments as a result of longevity will be paid to each employee on a per hour basis following the appropriate anniversary as follows:

After 5 Years	$ 0.40
After 10 Years	$ 0.65
After 15 Years	$ 0.75
After 20 Years	$0.95

Longevity is frozen for the duration of the contract.

Article 26
TERMINAL LEAVE

26.01: There shall be no payment made for sick leave days accumulated after June 30, 1976. Any sick leave days accumulated before June 30, 1976, shall be controlled as follows:

26.01.01: Upon retiring under Michigan Public School Employment Retirement System or the Social Security Retirement Plan, the employee will receive payment for one-half (1/2) of his/her unused accumulated sick leave days earned under Section 18.03 at the employee's current daily wage rate.

26.01.02: Upon death, the employee's beneficiary established in the insurance policy shall

receive one-half (1/2) of the employee's unused sick days as under Section 18.03 at the employee's current wage rate.

Article 27
WAIVER

27.01: The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties which may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written amendment. This section is not to be construed as bypassing the grievance procedure for processing complaints, but is reserved for significant problems which may develop during the term of this Agreement.

27.02: Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction such article, section, or clause shall be automatically deleted from this Agreement. The parties shall meet and endeavor to negotiate a satisfactory substitute in conformance with the law. All remaining portions of the Agreement shall remain in full force and effect for the duration of the Agreement.

Article 28
RATIFICATION

28.01: The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement. It is further agreed that the negotiating team of Local 1688 will recommend to its members that it be ratified.

28.02: The negotiating team for the Anchor Bay Board of Education will recommend to the Board that this Agreement be ratified.

Article 29
DURATION

29.01: If either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, written notice of such intent shall be served sixty (60) days before the termination date. If neither party gives notice of amendment or if each party giving a notice withdraws the same before the termination date, this Agreement shall continue in effect from year to year thereafter subject to notice as specified above by either party sixty (60) days written notice before the current year’s termination date.

29.02: Notice as specified above shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union - Michigan AFSCME, Local 1688, Council 25, 28000 Van Dyke, Suite 102, Warren, Michigan, 48093, and if the Employer, addressed to the Anchor Bay Board of Education, 5201 County Line Road, Suite 100, Casco, Michigan, 48064 or to any

Ratified by a majority of the members of Local #1688 at a meeting called for this purpose, and approved by the Board of Education of the Anchor Bay School District.

31.04: An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 *et seq*. may reject, modify, or terminate this Agreement as provided in that Act.

ANCHOR BAY SCHOOL DISTRICT BOARD OF EDUCATION

Jon DeRoo
President

Leonard Woodside
Superintendent

ANCHOR BAY CHAPTER LOCAL 1688 MICHIGAN COUNCIL #25

AFSCME
Council Representative

Gregg Wheeler
Local President

AFSCME WAGE SCHEDULE

	2019/20
Transportation	
Mechanic	29.78
Mechanic Helper	18.40
Bus Driver	20.66
Bus Attendant	16.70
Custodial	
Custodian	20.80
Custodian Plus	20.80
Maintenance	
Multi-Trade	27.77
Multi-Trade Helper	17.22
Team Leader* (11 Appendix A-1)	22.80 – 27.70
Utility	20.80
Cafeteria	
Head Cook	16.79
Cook	16.05
Cook's Helper	15.89
Lunch Aide	14.90

New hires for Driver and Mechanic classifications will not be affected by this language.

APPENDIX A-1

1) Probationary Rate - $ .20 less than job rate.

2) Night Shift Differential
   P.M. - $ .25 per hour.
   Midnights - $ .25 per hour.

3) The Cafeteria Van Driver will receive a $ .15 premium per hour worked.

4) Food Service Employees holding the title of Head Cook and/or Elementary Cook will receive a $ .35 premium per hour worked. Premium is not paid to employees who hold position for day to day coverage. (Serve Safe Certification class and test required for all head cooks)

5) $ .65 per hour worked will be paid for the supplemental assignment of Chief Mechanic.

6) Bus Drivers will receive $ .30 per hour provided the drover maintains all applicable school bus driver certification requirements.

7) The Utility Rate of pay will be equal to the rate of custodian.

8) $ .65 per hour worked will be paid for the supplemental assignment of Head Custodian.

9) The position of Head Custodian will be in effect for the life of this Agreement. The High School Head Custodian shall earn an hourly premium of $0.35.

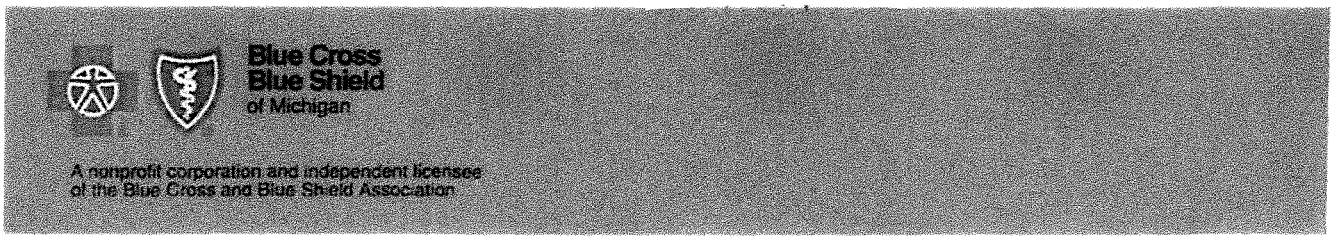
10) The Elementary Cook position will have a seniority date in the Cook classification for bidding purposes.

11) The team leader hourly rate will be a range of the custodian hourly rate plus and additional $2.00 an hour up to a maximum of multi-trades based on qualifications and experience.

12) Afternoon custodian at the high school shall earn an hourly premium of $0.25 in addition to any other hourly premiums.

13) Wages will remain frozen for the duration of this contract with a wage opener each year by September 1st.

APPENDIX B



Anchor Bay
Simply Blue^{SM} PPO Plan $1000/0% LG
Effective Date: On or after September 2018
Benefits-at-a-glance

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

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

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

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

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

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

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

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

Benefits	In-network	Out-of-network
Deductibles	$1,000 for one member, $2,000 for the family (when two or more members are covered under your contract) each calendar year	$2,000 for one member, $4,000 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network deductible amounts also count toward the in-network deductible.
Flat-dollar copays	• $30 copay for office visits and office consultations with a non-specialist provider • $30 copay for medical online visits • $30 copay for office visits and office consultations with a specialist provider • $30 copay for chiropractic and osteopathic manipulative therapy • $150 copay for emergency room visits • $30 copay for each urgent care visit	$150 copay for emergency room visits
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	• 50% of approved amount for private duty nursing care	• 50% of approved amount for private duty nursing care • 20% of approved amount for most other covered services
Annual coinsurance maximums	None	None
Annual out-of-pocket maximums - applies to deductibles, flat-dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	$6,350 for one member, $12,700 for the family (when two or more members are covered under your contract) each calendar year	$12,700 for one member, $25,400 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum
Lifetime dollar maximum		None

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam -includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered

Benefits	In-network	Out-of-network
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note**: Additional well-women visits may be allowed based on medical necessity.	Not Covered
Pap smear screening -laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices- includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note**: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible **Note**: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy-routine or medically necessary	100% (no deductible or copay/coinsurance), for the first billed colonoscopy **Note**: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible

Physician office services

Benefits	In-network	Out-of-network
Office visits-must be medically necessary	• $30 copay per office visit with a non-specialist provider • $30 copay per office visit with a specialist provider **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	80% after out-of-network deductible
Outpatient and home medical care visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations-must be medically necessary	• $30 copay for each office consultation with a non-specialist provider • $30 copay for each office consultation with a specialist provider **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office consultation copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office consultation.	80% after out-of-network deductible
Online visits – must be medically necessary	$30 copay for online visits	80% after out-of-network deductible

Note: Online visits by a non-BCBSM selected vendor are not covered.

Urgent care visits

Benefits	In-network	Out-of-network
Urgent care visits	$30 copay for each urgent care visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam. Cost-sharing may not apply if preventive or immunization services are performed during the office visit.	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	$150 copay per visit (copay waived if admitted)	$150 copay per visit (copay waived if admitted)
Ambulance services-must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Note: Nonemergency services must be rendered in a **participating** hospital.		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care-must be in a **participating** skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	100% after in-network deductible	100% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization- consult with your doctor	100% after in-network deductible	100% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery- includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
Note: For voluntary sterilizations for females, see **"Preventive care services."**		
Elective abortions	Not covered	Not covered

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants-must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities **only**
Bone marrow transplants -must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials **Note:** BCBSM covers clinical trials in compliance with PPACA.	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Mental health care and substance use disorder treatment

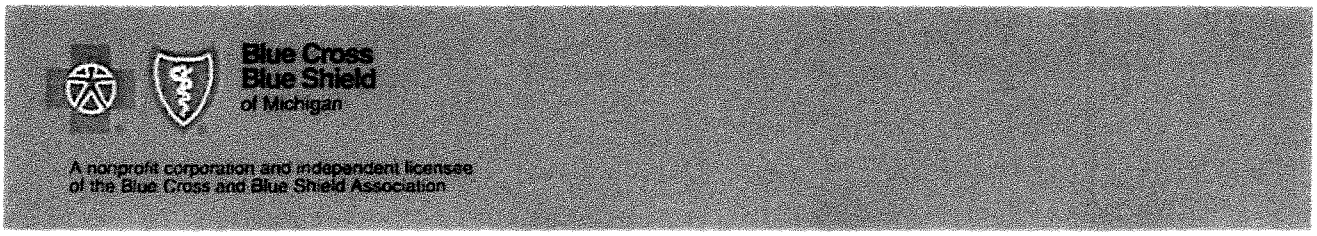
Benefits	In-network	Out-of-network
Inpatient mental health care and **inpatient** substance use disorder treatment	100% after in-network deductible	80% after out-of-network deductible Unlimited days
Residential psychiatric treatment facility • covered mental health services **must** be performed in a residential psychiatric treatment facility • treatment must be preauthorized • subject to medical criteria	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: • Facility and clinic **Note:** Online visits by a non-BCBSM selected vendor are not covered.	100% after in-network deductible	100% after in-network deductible in participating facilities **only**
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment- in approved facilities **only**	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization **Note:** Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	100% after in-network deductible	100% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible Physical, speech and occupational therapy **with an autism diagnosis** is unlimited	80% after out-of-network deductible
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP) **Note**: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note**: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	• 100% after in-network deductible for diabetes medical supplies • 100% (no deductible or copay/coinsurance) for diabetes self-management training	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	$30 copay per visit **Note:** Simply Blue applies deductible and coinsurance to office services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam.	80% after out-of-network deductible
	Limited to a **combined** 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible **Note**: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 30-visit maximum per member per calendar year	
Durable medical equipment **Note:** DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible



Blue Preferred® Rx LG Prescription Drug Coverage
PD-TTC $10/$40/$80-RXCM
Benefits-at-a-glance
Effective Date: On or after September 2018

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

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

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

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 15-day supply. The member will be responsible for only one-half of their cost-sharing requirement typically imposed on a 30-day fill. Subsequent fills of the same medication will be eligible to be filled as prescribed, subject to the applicable cost-sharing requirement. Select controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

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

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

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay $10 copay	You pay $10 copay	You pay $10 copay	You pay $10 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $20 copay	No coverage	No coverage
	84 to 90-day period	You pay $20 copay	You pay $20 copay	No coverage	No coverage

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay $40 copay	You pay $40 copay	You pay $40 copay	You pay $40 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $80 copay	No coverage	No coverage
	84 to 90-day period	You pay $80 copay	You pay $80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay $80 copay	You pay $80 copay	You pay $80 copay	You pay $80 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $160 copay	No coverage	No coverage
	84 to 90-day period	You pay $160 copay	You pay $160 copay	No coverage	No coverage

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

Covered services

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
State-controlled drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved **brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved **generic** and **select brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount

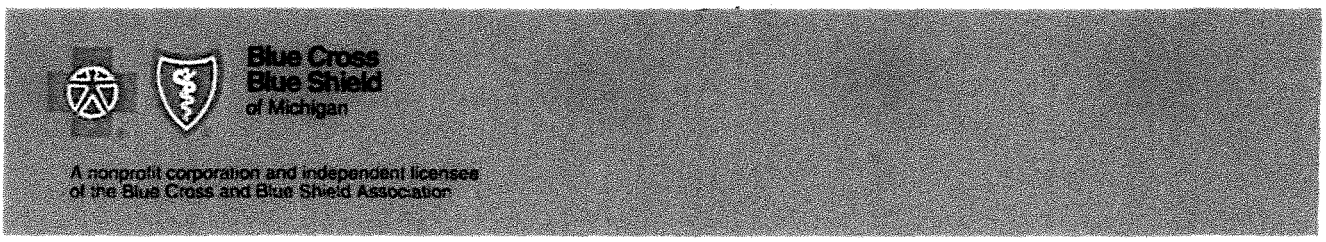
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Other FDA-approved **brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/ coinsurance	100% of approved amount less plan copay/ coinsurance	100% of approved amount less plan copay/ coinsurance	75% of approved amount less plan copay/ coinsurance
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug

Note: Needles and syringes have no copay/ coinsurance.

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

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at **bcbsm.com/pharmacy**.
Drug interchange and generic copay/ coinsurance waiver	BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Mandatory maximum allowable cost drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug **plus** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, You pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.



Anchor Bay
Simply Blue^{SM} HSA PPO Plan $1250/0% LG
Effective Date: On or after September 2018
Benefits-at-a-glance

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

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

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

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

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

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

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

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

Benefits	In-network	Out-of-network
Deductibles **Note:** Your deductible **combines** deductible amounts paid under your Simply Blue HSA medical coverage **and** your Simply Blue prescription drug coverage. **Note:** The full family deductible **must** be met under a two-person or family contract before benefits are paid for any person on the contract.	$1,350 for a one-person contract or $2,700 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**	$2,700 for a one-person contract or $5,400 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**
Flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount for most covered services
Annual coinsurance maximums	None	None
Annual out-of-pocket maximums - applies to deductibles and coinsurance amounts for all covered services - including prescription drugs cost-sharing amounts	$2,250 for a one-person contract or $4,500 for a family contract (2 or more members) each calendar year	$4,500 for a one-person contract or $9,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam -includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered

Benefits	In-network	Out-of-network
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not Covered
Pap smear screening -laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices- includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy-routine or medically necessary	100% (no deductible or copay/coinsurance), for the first billed colonoscopy **Note:** Subsequent colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible

Physician office services

Benefits	In-network	Out-of-network
Office visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

Note: Online visits by a non-BCBSM selected vendor are not covered.

Urgent care visits

Benefits	In-network	Out-of-network
Urgent care visits	100% after in-network deductible	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services-must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Note: Nonemergency services must be rendered in a **participating** hospital.		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care-must be in a **participating** skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% after in-network deductible	100% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	100% after in-network deductible	100% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization- consult with your doctor	100% after in-network deductible	100% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery- includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
Note: For voluntary sterilizations for females, see **"Preventive care services."**		
Elective abortions	Not covered	Not covered

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants-must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible - in designated facilities **only**
Bone marrow transplants -must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Mental health care and substance use disorder treatment

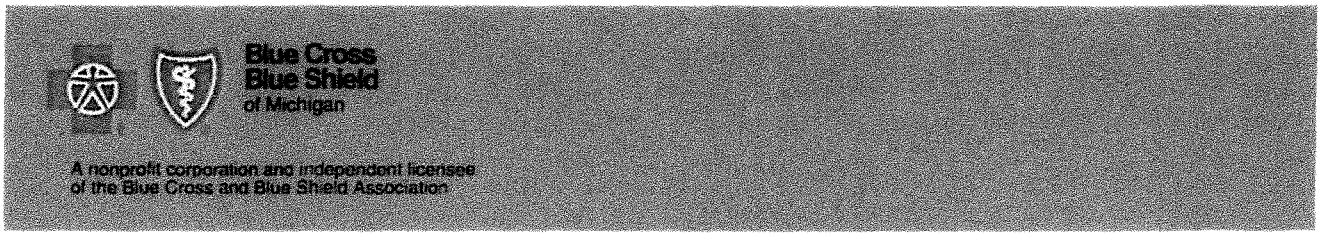
Benefits	In-network	Out-of-network
Inpatient mental health care and **inpatient** substance use disorder treatment	100% after in-network deductible	80% after out-of-network deductible Unlimited days
Residential psychiatric treatment facility • covered mental health services **must** be performed in a residential psychiatric treatment facility • treatment must be preauthorized • subject to medical criteria	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible in participating facilities **only**
Note: Online visits by a non-BCBSM selected vendor are not covered. • Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment- in approved facilities **only**	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization	100% after in-network deductible	100% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible Physical, speech and occupational therapy **with an autism diagnosis** is unlimited	80% after out-of-network deductible
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	100% after in-network deductible	80% after out-of-network deductible
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a **combined** 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 30-visit maximum per member per calendar year	
Durable medical equipment **Note:** DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible



Simply Blue[SM] HSA PPO LG Prescription Drug Coverage
PD-TTC $10/$40/$80-RXCM
Benefits-at-a-glance
Effective Date: On or after September 2018

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

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

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

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 15-day supply. The member will be responsible for only one-half of their cost-sharing requirement typically imposed on a 30-day fill. Subsequent fills of the same medication will be eligible to be filled as prescribed, subject to the applicable cost-sharing requirement. Select controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are require to pay applicable prescription drug copays and coinsurance

Note: the following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, You pay $10 copay	After deductible is met, You pay $10 copay	After deductible is met, You pay $10 copay	After deductible is met, You pay $10 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay $20 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay $20 copay	After deductible is met, You pay $20 copay	No coverage	No coverage

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, You pay $40 copay	After deductible is met, You pay $40 copay	After deductible is met, You pay $40 copay	After deductible is met, You pay $40 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay $80 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay $160 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay $160 copay	After deductible is met, You pay $160 copay	No coverage	No coverage

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

Covered services

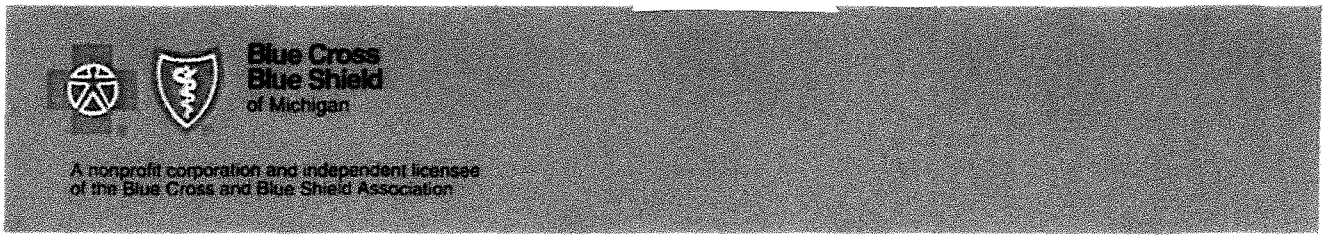
Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved **generic** and **select brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance **plus** an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay/ coinsurance.	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug

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

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at **bcbsm.com/pharmacy**.
Drug interchange and generic copay/ coinsurance waiver	BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Mandatory maximum allowable cost drugs	If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay/coinsurance regardless of whether you or your physician requests the brand-name drug. **Exception:** If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay/coinsurance. **Note:** This MAC difference will not be applied toward your annual in-network deductible, your annual coinsurance, or your annual out-of-pocket maximum, if applicable.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.



Anchor Bay
Simply Blue[SM] HSA PPO Plan $2000/0% LG
Effective Date: On or after September 2018
Benefits-at-a-glance

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

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

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

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

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

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

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

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

Benefits	In-network	Out-of-network
Deductibles **Note:** Your deductible **combines** deductible amounts paid under your Simply Blue HSA medical coverage **and** your Simply Blue prescription drug coverage. **Note:** The full family deductible **must** be met under a two-person or family contract before benefits are paid for any person on the contract.	$2,000 for a one-person contract or $4,000 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**	$4,000 for a one-person contract or $8,000 for a family contract (2 or more members) each calendar year **(no 4th quarter carry-over)**
Flat-dollar copays	See "Prescription Drugs" section	See "Prescription Drugs" section
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	None	20% of approved amount for most covered services
Annual coinsurance maximums	None	None
Annual out-of-pocket maximums - applies to deductibles and coinsurance amounts for all covered services - including prescription drugs cost-sharing amounts	$3,000 for a one-person contract or $6,000 for a family contract (2 or more members) each calendar year	$6,000 for a one-person contract or $12,000 for a family contract (2 or more members) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam -includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered

Benefits	In-network	Out-of-network
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note**: Additional well-women visits may be allowed based on medical necessity.	Not Covered
Pap smear screening -laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices- includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not Covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note**: Subsequent medically necessary mammograms performed during the **same** calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible **Note**: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
Colonoscopy-routine or medically necessary	100% (no deductible or copay/coinsurance), for the first billed colonoscopy **Note**: Subsequent colonoscopies performed during the **same** calendar year are subject to your deductible and coinsurance One per member per calendar year	80% after out-of-network deductible

Physician office services

Benefits	In-network	Out-of-network
Office visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Outpatient and home medical care visits-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations-must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits – must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

Note: Online visits by a non-BCBSM selected vendor are not covered.

Urgent care visits

Benefits	In-network	Out-of-network
Urgent care visits	100% after in-network deductible	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services-must be medically necessary	100% after in-network deductible	100% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care	100% after in-network deductible	80% after out-of-network deductible
Delivery and nursery care	100% after in-network deductible	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible
	Unlimited days	
Note: Nonemergency services must be rendered in a **participating** hospital.		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care-must be in a **participating** skilled nursing facility	100% after in-network deductible	100% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% after in-network deductible	100% after in-network deductible
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	100% after in-network deductible	100% after in-network deductible
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization- consult with your doctor	100% after in-network deductible	100% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery- includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
Note: For voluntary sterilizations for females, see **"Preventive care services."**		
Elective abortions	Not covered	Not covered

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants-must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible - in designated facilities **only**
Bone marrow transplants -must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

Mental health care and substance use disorder treatment

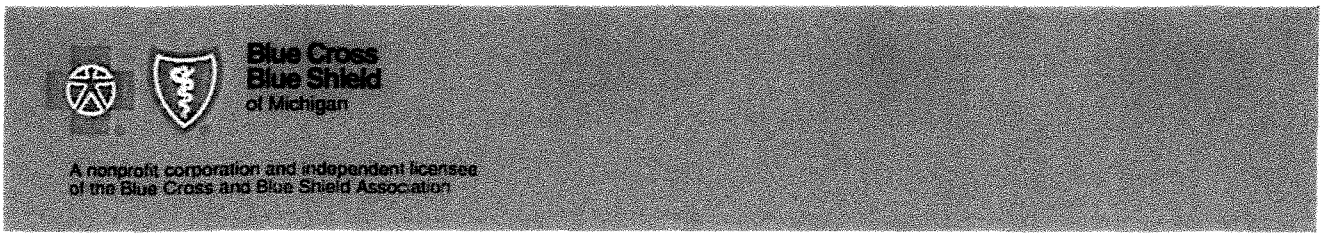
Benefits	In-network	Out-of-network
Inpatient mental health care and **inpatient** substance use disorder treatment	100% after in-network deductible	80% after out-of-network deductible Unlimited days
Residential psychiatric treatment facility • covered mental health services **must** be performed in a residential psychiatric treatment facility • treatment must be preauthorized • subject to medical criteria	100% after in-network deductible	80% after out-of-network deductible
Outpatient mental health care: • Facility and clinic	100% after in-network deductible	100% after in-network deductible in participating facilities **only**
Note: Online visits by a non-BCBSM selected vendor are not covered. • Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment- in approved facilities **only**	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization	100% after in-network deductible	100% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible Physical, speech and occupational therapy **with an autism diagnosis** is unlimited
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible
Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.		
Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a **combined** 12-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 30-visit maximum per member per calendar year	
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.		
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible



Simply Blue[SM] HSA PPO LG Prescription Drug Coverage
PD-TTC $10/$40/$80-RXCM
Benefits-at-a-glance
Effective Date: On or after September 2018

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

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

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

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 15-day supply. The member will be responsible for only one-half of their cost-sharing requirement typically imposed on a 30-day fill. Subsequent fills of the same medication will be eligible to be filled as prescribed, subject to the applicable cost-sharing requirement. Select controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage. Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are require to pay applicable prescription drug copays and coinsurance

Note: the following prescription drug expenses will not apply to your Simply Blue HSA deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, You pay $10 copay	After deductible is met, You pay $10 copay	After deductible is met, You pay $10 copay	After deductible is met, You pay $10 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay $20 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay $20 copay	After deductible is met, You pay $20 copay	No coverage	No coverage

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, You pay $40 copay	After deductible is met, You pay $40 copay	After deductible is met, You pay $40 copay	After deductible is met, You pay $40 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay $80 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay	After deductible is met, You pay $80 copay plus an additional 20% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	After deductible is met, You pay $160 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, You pay $160 copay	After deductible is met, You pay $160 copay	No coverage	No coverage

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

Covered services

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved **generic** and **select brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved **brand name** prescription contraceptive medication (non-self-administered drugs are not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance **plus** an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay/ coinsurance.	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug

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

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Prior authorization/step therapy	A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at **bcbsm.com/pharmacy**.
Drug interchange and generic copay/ coinsurance waiver	BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.
Mandatory maximum allowable cost drugs	If your prescription is filled by an in-network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay/coinsurance regardless of whether you or your physician requests the brand-name drug. **Exception:** If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay/coinsurance. **Note:** This MAC difference will not be applied toward your annual in-network deductible, your annual coinsurance, or your annual out-of-pocket maximum, if applicable.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

ADN ADMINISTRATORS

PO Box 610
Southfield, MI 48037
248-901-3705

ANCHOR BAY SCHOOL DISTRICT Dental Benefits Plan — Group # 42004

Custodial, Food Service, Para-Professionals, Secretaries, Technology, Theatre Director, Transportation with Medical

The Plan-at-a-Glance	PPO Networks: ADN Dental Network, DenteMax
Maximum Benefits	**January 1st through December 31st**
Annual Maximum	$2,500 per eligible individual for covered class I, II and III services
Lifetime Maximum	$3,000 per eligible individual for covered class IV services
TMJ Services	Applies to annual maximum, up to lifetime maximum of $1000
Class I Preventive Services – 70%	*****Incentive Plan Increases 10% per year to 100%**
Routine Oral Examinations	Twice per plan year
Prophylaxis (Cleaning), Periodontal Maintenance	Twice per plan year
Topical Application of Fluoride	Twice per plan year to age 18
Bitewing X-Rays	Twice per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 36 months
All Other X-Rays	
Class II Restorative Services – 70%	*****Incentive Plan Increases 10% per year to 100%**
Composite and Amalgam fillings**	
Space Maintainers	Up to age 14
Root Canal Therapy	
Periodontal Root Planing	
Periodontal Surgery	
Oral Surgery and Extractions	Medical plan primary for certain procedures
General Anesthesia or IV Sedation	With covered oral surgery
Occlusal Guards	For Bruxism Only
TMJ Appliances and Services	
Class III Major Services – 50%	**annual deductible applies**
Inlays, Onlays and Crowns	Once per permanent tooth in 60 months
Complete and Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)	Once per area per 60 months
Denture Repair and Adjustment	
Denture Reline or Rebase	
Addition of Teeth to Partial Dentures	
Class IV Orthodontic Services – 50%	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19
Not Covered	
Sealants	Implants and Related Restorations — Cosmetic Treatment

Deductible – $50 Individual Lifetime Class I & II, $50 Individual/$100 Family Annual Class III, $50 Individual Lifetime Class IV
Missing Tooth Clause – None
12 Month Billing Limitation
Waiting Periods – None
COB – Standard

**Composite and resins are not covered for posterior teeth, alternate benefit applies
**Prosthetics are considered on delivery date
***Annual Routine Exam or Prophy required for increase or retention of higher benefit level

****Note – Quotes of benefits do not constitute a guarantee of payment. Eligibility is determined at time of service. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan document for additional coverage details and limitations. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding $250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

ADN ADMINISTRATORS

PO Box 610
Southfield, MI 48037
248-901-3705

ANCHOR BAY SCHOOL DISTRICT Vision Benefits Plan — Group

The Plan-at-a-Glance	Benefit Period – July 1st through June 30th
Vision Examination	Covered Up to $64
Spectacle Lenses (Pair):	
Single Vision	Covered Up to $84
Bifocal	Covered Up to $96
Trifocal	Covered Up to $120
Lenticular or Progressive	Covered Up to $144
Frames	Covered Up to $80
Contact Lenses (Pair)	
Cosmetic/Elective	Covered Up to $200

Extra Lens Features - None

Limits & Exclusions

1. Plan participants are limited to one vision examination during any benefit year period.
2. Plan participants are limited to one pair of corrective spectacle lenses and one frame during any benefit year period.
3. Plan participants may choose between eyeglasses or contact lenses, but not both

No Payments will be made for the following:

1. Non-corrective eyeglass or contact lenses
2. Vision therapy or subnormal vision aids
3. Medical or surgical treatment of the eyes
4. Replacement of lost or broken lenses or frames if benefits applicable to the replacement were previously provided during the benefit year
5. Charges with respect to which benefits are provided under any Workers' Compensation or similar law
6. Vision examination, lenses or frames which would have been furnished without cost in the absence of this insurance or for which an insured person has no legal obligation to pay
7. The cost of frames that exceeds the plan allowance
8. Extra charges for any lens treatments and coatings not listed under Extra Lens Features
9. Photochromic and Polycarbonate Lenses.
10. Charges for cosmetic (elective) contact lenses that exceed the annual plan allowance

Note: For each benefit period, covered charges for contact lenses are in lieu of all other covered charges during the benefit period each insured person.