

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
COUNTY OF ALLEGAN,  
ALLEGAN COUNTY PROSECUTING ATTORNEY  
AND THE  
ALLEGAN COUNTY ASSISTANT PROSECUTORS**

**January 1, 2005  
through  
December 31, 2007**



## **AGREEMENT**

This AGREEMENT, effective January 1, 2005, and entered into as of the 22<sup>nd</sup> day of December 2004, by and between the COUNTY OF ALLEGAN and the ALLEGAN COUNTY PROSECUTING ATTORNEY (collectively the "Employer"), and the ALLEGAN COUNTY ASSISTANT PROSECUTORS ("Bargaining Unit" or "ACAP").

## **PREAMBLE**

It is the purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours and working conditions of the employees of the County covered by this Agreement, and that all such understandings be written to be mutually binding.

The Agreements concerning wages, hours and working conditions and statement of wages and fringe benefits expressed in this Agreement shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other document or statement of the County without limit or exception including but not limited to county pension programs, wage statements, fringe benefits statements or employee personnel booklets. All employee benefit programs have been reviewed by the parties to these negotiations and those not expressly appearing within this Agreement are hereby specifically and expressly waived by ACAP.

## Article 1

### RECOGNITION

Section 1.1. Collective Bargaining Unit. In accordance with Act No. 176 of the Public Acts of 1939, as amended, and Act No. 336 of the Public Acts of 1947, as amended, ACAP is recognized as the exclusive collective bargaining agent for all employees of the Employer in the following described collective bargaining unit, but such recognition shall not diminish the lawful and constitutional authority of the County Prosecutor nor the statutory authority of the County Prosecutor nor the statutory authority of the County Board of Commissioners:

All full-time and regular part-time assistant prosecuting attorneys employed by the County of Allegan and the Allegan County Prosecuting Attorney, who normally work at least twenty (20) hours per week, but excluding the chief assistant prosecuting attorney, all part-time and temporary assistant prosecuting attorneys and all other employees.

## Article 2

### ACAP REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee composed of three (3) employees from the bargaining unit one of which shall be the Spokesperson. Members of the Committee shall be elected or appointed by ACAP, in accordance with its internal procedure. The function of the Committee shall be to meet with Employer representatives for purposes of negotiating modifications to this Agreement.

Section 2.2. Grievance Representation. The Spokesperson or alternate shall represent the employees in grievances and other employee matters on behalf of the employees in any step of the grievance procedure provided herein. Grievances resolved at any step of the grievance process shall be final and binding upon all parties.

Section 2.3. Spokesperson. The Employer shall recognize a Spokesperson and one (1) alternate elected or appointed from the bargaining unit for purposes of collective bargaining and grievance administration. The duties of the Spokesperson or the alternate shall include attendance at Employer-Unit meetings, grievance investigating and administration in accordance with the grievance procedure and to receive and transmit communication between ACAP and the Employer. ACAP shall notify the Employer in writing of the name of the Spokesperson and/or alternate before recognition shall be given.

Section 2.4. Notice of Representatives. The Bargaining Unit shall notify the Employer in writing of the names of its employee representatives before such employee shall be recognized by the Employer.

Section 2.5. Reporting. An employee representative shall first receive authorization from Prosecuting Attorney or his designee to leave her/his workstation for purposes of grievance administration and shall report back to work promptly when her/his part in the grievance adjustment has been completed.

### Article 3

#### EMPLOYER'S RIGHTS

##### Section 3.1. Management's Reserved Rights.

- a) ACAP hereby recognizes and agrees that the County of Allegan, acting through its elected Board of Commissioners, is charged with certain powers, rights, authority and duties which are conferred upon the County by law and cannot be delegated. Except as in this Agreement otherwise specifically and expressly provided, the Employer retains the sole and exclusive right to manage and operate the County of Allegan in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished, the methods, procedures, means, equipment, machines and facilities required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operations; and in all respects to carry out the ordinary and customary functions of County government. ACAP acknowledges that unless the Employer has expressly agreed otherwise in a specific provision of this Agreement, all rights and powers as provided by law and not limited by express provision of this Agreement are reserved by the Employer and shall not be subject to arbitration.
- b) The Prosecuting Attorney is the one elected official in the State of Michigan identified in law as the "chief law enforcement official of the County". The Prosecuting Attorney is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him or any member of his professional staff. This Agreement, based on the discretionary nature of the employees' positions, recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Prosecuting Attorney and the employees covered under this Agreement.
- c) The Prosecuting Attorney, on his own behalf and on the behalf of the people of the County, hereby retains and reserves unto himself and his office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Prosecuting Attorney's office. The exercise of these powers, rights, authority, duties and responsibilities by the Prosecuting Attorney and the adoption of such rules, regulations and policies as the Prosecuting Attorney may deem necessary, may be limited only by the specific and expressed terms of this Agreement.
- d) The Prosecuting Attorney retains all rights provided by law, which include but are not limited to those listed here:

- i. To manage and operate the office of the Prosecuting Attorney and its business and to maintain order and efficiency in its operation.
  - ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this agreement is subject to commencement and termination at the will of the Prosecuting Attorney.
  - iii. To promote, demote, discipline or suspend employees covered by this Agreement.
  - iv. To install, modify or change methods of operations, work schedules and work assignments.
  - v. To approve time off and vacations, and to withhold time off or vacations if deemed necessary for the proper functioning of the office.
- e. In the event any discipline is imposed against any employee because of an infraction of Employer work rules, neither ACAP nor the employee shall challenge the reasonableness of these rules, but shall only challenge their application through the grievance procedure provided for in this Agreement.
- f. Should any employee be disciplined for causes not covered by the aforesaid work rules, then ACAP and/or employee(s) shall be permitted to challenge the reasonableness of such cause through the grievance procedure provided for in this Agreement.

## Article 4

### GRIEVANCE PROCEDURE

#### Section 4.1. Definitions.

- a) Definition of Grievance. A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- b) Definition of Day. For all purposes in this Article any reference to the word "day" shall be interpreted to mean "work day".

#### Section 4.2. Grievance Procedure. All grievances shall be processed in the following manner:

Step One-- Oral Procedure. An employee with a complaint concerning the application or interpretation of this Agreement shall present the matter to the Chief Assistant Prosecuting Attorney within five (5) days after the occurrence of the events upon which the complaint is based or the grievant's knowledge thereof. The Chief Assistant Prosecuting Attorney and the Grievant shall discuss the matter in an attempt to reach satisfactory resolution, but the Chief Assistant Prosecuting Attorney shall give an oral answer to the complaint within three (3) days after receipt of the oral complaint. The Spokesperson or alternate may be present if desired.

Step Two-- Written Procedure. If the complaint is not satisfactorily settled or no response is made to an oral complaint, an employee may advance the complaint by reducing it to a written grievance and submitting it to the Prosecuting Attorney within five (5) days after the Step One response to the events upon which the grievance is based. The written grievance shall state the facts, including dates, upon which the grievance is based, list the sections of the Agreement allegedly violated and place his/her signature thereon. The Prosecuting Attorney shall place his/her answer on the grievance form and return it to the employee within five (5) days after receipt of the written grievance.

Section 4.3. Grievance Resolution. The Prosecutor shall make the final decision on any grievance. Prior to the resolution of any grievance which will have a financial impact on the County, the Prosecutor shall consult with the Human Resource Director, or his designee, before rendering a final decision on the grievance. All resolutions of grievances and complaints shall be reduced to writing and the County Human Resource Department shall be provided with a copy of the same.

Section 4.4. Time Limitations. The time limits established in the grievance and arbitration procedure shall be followed by the parties and employees. If the time procedure is not followed by ACAP or Grievant, the grievance shall be considered settled in accordance with the last disposition

rendered. Saturday, Sunday and recognized holidays shall not be counted under the time procedure established herein. The time limits established herein may be extended by mutual agreement of the parties provided it is reduced to writing and the period of extension specified.

Section 4 5. Lost Time. The Employer agrees to pay for all reasonable time lost by an employee during her/his regularly scheduled working hours while processing a grievance in accordance with the grievance procedure, provided however, the Employer reserves the right to revoke this benefit if it is being abused. Lost time shall be compensated at the employee's straight time regular rate of pay.

## **Article 5**

### **SPECIAL CONFERENCES**

Section 5.1. Special Conferences. Special conferences for discussions between the parties on matters of mutual concern may be scheduled at times mutually agreeable. Special conferences shall not be used for the purpose of negotiating modifications to this Agreement.

## Article 6

### STRIKES AND LOCKOUTS

Section 6.1. No Strike and Lockout. ACAP agrees that, during the life of this Agreement, neither ACAP, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that ACAP or employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 6.2. Penalty. Individual employees or groups of employees who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 6.1 above may be disciplined or discharged in the sole discretion of the Prosecuting Attorney.

## Article 7

### LEAVES OF ABSENCE

Section 7.1. General. A leave of absence is a written, authorized absence from work with or without pay. The Employer and ACAP recognize the following types of leave: personal leave, leaves under the Family and Medical Leave Act, military leave, and jury duty leave. The following subsections apply to all leaves:

- a) In no event shall the duration of any leave exceed twelve (12) months in any twelve (12) month period. All leave requests shall state the exact date the leave begins and the exact date the employee is to return to work.
- b) If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee may be terminated from County employment without recourse.
- c) Failure to return to work on the exact date scheduled may be cause for termination of County employment at the sole discretion of the Prosecuting Attorney.
- d) Employees shall not accept employment while on a leave of absence unless agreed to by the Employer. Acceptance of other employment or working for another employer while on leave may result in termination of County employment.
- e) Any employee whose leave exceeds twelve (12) months in any twelve (12) month period may be terminated from County employment at the discretion of the prosecuting attorney with automatic loss of seniority.

Section 7.2. Personal leave. The Prosecuting Attorney may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days at a time and without pay. A leave shall be granted, denied, or extended at the exclusive discretion of the Prosecuting Attorney upon written request which includes the reason for such leave. Only bargaining unit employees who have worked continuously for the Prosecuting Attorney for one (1) year or more shall be eligible for personal leave.

- a) A leave may not commence or end upon the following days:
  1. The day before or the day following a holiday.
  2. The day before or the day following a vacation.

Section 7.3. Family and Medical Leave Act. The County and ACAP agree to all the terms and conditions of the Policy and Procedures for Employees Regarding Family and Medical Leave Act (FMLA) of 1993, as amended. A copy of said Policy and Procedures shall be included in the Allegan County Personnel Manual which will be issued to employees in the bargaining unit. It is understood that any provisions of this Agreement which do not comply with the provisions of the FMLA are null and void. Leaves requested due to illness must be accompanied by a physician's certification that the employee is unable to work and the reason therefore.

Employees who qualify for FMLA leave and Short Term Disability benefits will be required to use PTO during their qualifying week of at least 50% of their normal scheduled work hours. Following weeks of leave employees will be required to use PTO as necessary to cover insurance deductions or at least those hours accrued on that pay period

Section 7.4. Military Leave. An employee inducted into the armed forces of the United States within the meaning of the Uniform Services Employment and Re-Employment Rights Act of 1994, herein called the Act, or a similar federal law in the time of National Emergency, who, within the meaning of the Act, satisfactorily completes his/her period of service, shall upon termination of such service and consistent with such Act, be re-employed in line with such employee's seniority, at the then current rate for such work, provided such employee has not been dishonorably discharged from such service, is physically able, in the opinion of the Employer's doctor, to perform the work in the classification from which inducted, and who reports for work within ninety (90) calendar days of the date such employee is discharged or otherwise separated from such service in the armed forces of the United States; provided further that it is not the intent of the parties hereto to require that the Employer provide any right or assume any duties or obligations, monetary or otherwise, other than those rights, duties, and obligations specifically set forth in applicable federal law.

Section 7.5. Jury Duty Leave. An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an employee must give the Prosecuting Attorney prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an employee who is subpoenaed as a witness in a case in which the employee is not a party and which subpoena is received as a result of his or her work for the County. The Employer's obligation to pay an employee for performance of jury duty under this Section is thirty (30) days in any calendar year.

## Article 8

### PAID TIME OFF

Section 8.1. Pay Out. See section 8.4.

Section 8.2. Advance of Paid Time Off. On January 1 of each year, each full-time employee will be credited with an advance eighty (80) hours of paid time off. On January 1 of each year, each regular part-time employee will be credited with an advance of fifty-two (52) hours of paid time off. An employee who is hired after January 1, of any year, will be credited with a prorated number of PTO hours based on the number of months left in the year. In order to get credit for a month worked, the employee's hire date must be before the fifteenth (15) of any month in which PTO hours may be awarded. If an employee terminates his/her employment at anytime during the year, the employee will be charged back for any advanced unearned paid time off at the rate of four (4) hours per month.

Section 8.3. Accrued Rate. In addition to the advance specified in Section 8.2. above, each full-time employee shall accrue "Paid Time Off" (PTO) hours which may be used for any purpose (sickness, personal business, vacation, etc.) at the following rate:

During the	1 <sup>st</sup> year -	1.5385 hours per pay period
	2 <sup>nd</sup> year -	3.0769 hours per pay period
	3 <sup>rd</sup> year -	3.3846 hours per pay period
	4 <sup>th</sup> year -	3.6923 hours per pay period
	5 <sup>th</sup> year -	4.0000 hours per pay period
	6 <sup>th</sup> year -	4.3077 hours per pay period
	7 <sup>th</sup> year -	4.6154 hours per pay period
	8 <sup>th</sup> year -	4.9231 hours per pay period
	9 <sup>th</sup> year -	5.2308 hours per pay period
	10 <sup>th</sup> year -	5.5385 hours per pay period
	11 <sup>th</sup> year -	5.8462 hours per pay period
	12 <sup>th</sup> year -	6.1539 hours per pay period

The preceding will be based on a calendar year in which there shall be twenty-six (26) pay periods.

Section 8.4 Separation. Upon separation from County employment, an employee shall be compensated for one-half (½) of any unused accumulated PTO hours to a maximum of one-half (½) of thirty (30) days (240 hours) plus one half (½) of the eligible (must use ½ of accumulated hours as per paragraph 8.7 below) hours accumulated during current calendar year. Upon retirement, this dollar amount will count toward the employee's final average compensation. Terminal paid time off shall not be added to an employee's length of service (except in the case of retirement). Compensation for unused PTO hours will be paid at the rate prevailing on the employee's last working day. Terminal PTO is not authorized

Section 8.5. Holidays. If a holiday, as defined in Section 10.1 of their agreement, falls within an employee's PTO period, it shall not be counted as a PTO day unless the employee was scheduled to work on the holiday.

Section 8.6. Leave of Absence. PTO leave shall not accrue during an employee's unpaid leave of absence, or after 12 weeks of a qualified FMLA leave.

Section 8.7. Accumulation of Paid Time Off (PTO) Hours. Accumulation of PTO hours is limited. The amount carried forward into a new calendar year shall be limited to 280 hours effective January 1, 2005. Annually, employees must use or lose one-half (½) of each year's earned PTO hours. If, at the end of a calendar year, an employee has hours in excess of 280 hours (30 days) of unused PTO time accumulated, excluding unused PTO hours forfeited, the employee shall be compensated for one-half (½) of these hours no later than February of the succeeding calendar year. When an employee's continuous length of service reaches a point entitling him/her to the next higher rate of PTO accrued, earning at the new rate will begin on the first day of the current pay period. The PTO cap will be increased to 320 hours in 2006 and each year thereafter.

Section 8.8. Paid Time Off Schedules. The Prosecuting Attorney shall determine the number of employees who can be excused from the department for PTO purposes at any one time and shall prepare schedules accordingly. It shall be the practice of the Prosecuting Attorney to schedule PTO absences over as wide a period as possible in order to obviate the need for hiring temporary personnel. Paid time off may be taken in increments of one-half (½) day from the PTO bank with advance approval of the Prosecuting Attorney. PTO used for unanticipated illnesses and other emergencies does not require advance approval by the prosecutor. PTO utilization for periods less than one-half (½) day also requires approval of the Prosecuting Attorney. PTO may not be used, at any time, for periods of less than one (1) hour.

Section 8.9. Permanent Part-Time Employees. Permanent part-time employees working twenty (20) hours or more per week shall earn paid time off proportionate to the hours worked (i.e., 40 hours worked per pay period is one-half (½) the paid time off earned).

Section 8.10. Seniority Preference for PTO Requests. If two (2) or more employees request permission to use their paid time off at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for paid time off prior to April 1 of the year, preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for paid time off. In the event an employee cancels his paid time off, among those who wish to reschedule their paid time off preference shall be given to the employees with the greater amount of seniority.

#### Section 8.11 Bereavement Leave

a. When the death of a member's immediate family, current spouse, child, brother, sister, parent(s), step-parent(s), step-child, grandparent(s), grandchild(ren), parent(s) in-law, daughter/son in-law, sister/brother in-law, the employee, on request, will be excused for up to three (3) scheduled working days, provided the employee attends the funeral(s)/service. If an employee requests the use of PTO time to lengthen bereavement leave, the employer shall approve the use of up to three additional days without question. Bereavement leave is not chargeable to PTO unless it extends beyond three working days. If an employee does not have any PTO time available the employee may request up to three (3) additional days without pay, which the employer shall approve

without question. Relatives other than those herein designated above shall not be considered members of the immediate family for the purposes of this section.

b. An employee excused from work under this Section shall, after making notification to the Prosecuting Attorney, receive the amount of wages, exclusive of shift or any other premiums, that such employee would have earned by working during straight time hours on such scheduled days of work for which such employee was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

c. In the event of a simultaneous death affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled work days shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this Section.

d. In any single calendar year, no employee shall receive more than twelve (12) total days of bereavement pay as heretofore set forth.

## Article 9

### CLOSURE DAYS

Section 9.1. Closure Days. When the County buildings are closed due to inclement weather or for Employer declared emergencies related to employee and public safety, employees will receive their normal pay. When the buildings are open, but inclement weather prevents an employee from reporting, the employee shall deduct the time from accumulated Paid Time Off.

## Article 10

### HOLIDAYS

Section 10.1. Recognized Holidays. New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, General Election Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve Day, Christmas Day and New Year's Eve Day shall be recognized as holidays and the Employer shall not normally schedule work on those days.

When a recognized holiday falls on Saturday, a full day off will be granted on Friday. When Christmas Eve or New Year's Eve falls on a Friday a full day off will be granted on Thursday. When Christmas Eve or New Year's Eve falls on Sunday, a full day off will be granted on Tuesday. When a recognized holiday falls on Sunday, a full day off will be granted on Monday.

Section 10.2. Eligibility. To be eligible for holiday pay under this Article, an Employee must be a regular, full-time Employee or a regular part-time Employee as of the time the holiday occurs and must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the Employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or (2) unless excused by the Prosecuting Attorney.

Section 10.3. Holiday Pay. Holiday pay will be paid as follows: Regular full-time Employees working at least eighty (80) hours per pay period will receive pay for an observed holiday. Regular part-time Employees will receive pay for an observed holiday only if they are normally scheduled to work that day and only for the hours they would have worked. No holiday for which an Employee is paid during which that Employee did not work shall be considered or treated for any purpose under this Agreement as time actually worked by such Employee. Holiday pay is not considered "work" time.

## Article 11

### LONGEVITY

Section 11.1. Longevity. An employee who has completed the required years of continuous service prior to December 1<sup>st</sup> of each year shall be entitled to longevity payments in accordance with the following scale:

5 through 7 years	\$300
8 through 11 years	\$350
12 through 19 years	\$400
20 or more years	\$450

Section 11.2. Longevity Rules. The following rules shall be observed regarding the longevity benefit:

- a. In order for an employee to receive the maximum longevity benefit, the employee must have worked an annual average of sixty (60) or more hours per pay period. An employee who works an annual average of forty (40) or more hours but less than sixty (60) hours per pay period shall be paid one-half (1/2) of the longevity payment. An employee who works an annual average of less than forty (40) hours per pay period shall not be entitled to longevity pay.
- b. An employee terminating County employment in good standing shall receive longevity pay on a prorated basis. An employee who retires under the County retirement plan prior to December 1 shall receive longevity pay on a prorated basis. An employee who is off payroll due to a layoff or leave of absence, including an extended period of sick leave, shall receive longevity pay on a prorated basis.
- c. Longevity checks shall be issued annually when other County employees receive longevity payments.

Section 11.3. New Hires. Persons who become employed, after the ratification of this agreement, receive longevity in December of each year according to the following scale:

10 years through 15 years	\$300
16 years through 20 years	\$350
21 years or more	\$400

## Article 12

### PENSION

Section 12.1. Pension Plans. Eligible employees shall be participants in the Municipal Employees Retirement System and shall receive benefits under the B-2 Defined Benefit Plan or the Defined Contribution Plan.

Section 12.2. Defined Benefit Plan. Beginning on the initial conversion date to the Allegan County Defined Contribution Plan, and every year thereafter, employees who choose to continue their membership in the Defined Benefit Plan shall contribute four percent (4%) of their wages toward the required MERS contribution. An eligible employee shall be vested following the completion of six (6) years.

Section 12.3. Defined Contribution Plan Employees hired after the effective date of the plan (January 1, 1999) must be enrolled into the MERS Defined Contribution Plan. The Employer shall contribute a fixed amount of four percent (4.0%) of an eligible employee's gross salaries toward the defined contribution plan. Employees shall be permitted to contribute an additional amount up to the limits set forth in the plan. The Employer shall match, on behalf of each Employee, up to two percent (2%) of earnings for the plan year for each plan year that such Employee has contributed up to two percent (2%) of earnings. Contribution rates will occur in whole percentage amounts only (i.e. 0%, 1% or 2%). Employees will be permitted to make pretax contributions up to the maximum amount allowed by law, or the limits of the defined contribution plan administrative agency effective January 1, 2006.

- a) Vesting. The Defined Contribution Plan shall have graduated vesting based upon the following vesting schedule:

<u>Years of Service</u>	<u>Specified Percent Vesting</u>
One	10%
Two	20%
Three	40%
Four	60%
Five	80%
Six	100%

Effective January 1, 2006, the Defined Contribution Plan shall have 100% vesting after an employee completes one full year of service.

- b) Permissible Loans. Each employee shall be eligible to make loans against their vested retirement benefits subject to the following restrictions:

- 1) One (1) loan per employee per calendar year.

- 2) Each loan will require a fifty dollar (\$50) loan application fee, payable to the plan administrator.
- 3) Loans will be limited to a minimum of five hundred dollars (\$500) and a maximum of fifty percent (50%) of the employee's vested benefits.
- 4) Interest to be paid on a loan will be determined by the loan administrator at the time of the loan application. Interest paid on loans will be credited to an employee's individual pension account.
- 5) Loans will be repaid by payroll deduction during a term not to exceed five (5) years.
- 6) If an employee terminates employment for any reason, the balance of principle and interest of any outstanding loan shall be due and payable two (2) weeks following the employee's termination date.

Section 12.4. MERS Age 55 and Age 50 Waivers. If the employee(s) who remain in the defined benefit plan desire to obtain the MERS Age 55 Waiver with twenty (20) years of credited service, or the MERS Age 50 Waiver with twenty-five (25) years of credited service, the Employer will allow them to do so, as long as ACAP pays the cost of the actuarial study to determine the employee contribution rate and the participating employees pay the required annual contribution to pay for the benefit. It is further understood that the implementation of the benefit requires a one hundred percent (100%) employee participation by those employees in ACAP who remain in the defined benefit program. Each member in the defined benefit program will be required to make the annual contribution, beginning on the date of implementation.

Section 12.5. MERS B-4 Benefit. If the employee(s) who remain in the defined benefit plan desire to obtain the MERS B-4 benefit, the Employer will allow them to do so, as long as ACAP pays the cost of the actuarial study to determine the Employee contribution rate and the participating employees pay the required annual contribution to pay for the benefit. It is further understood that the implementation of the benefit requires a 100% employee participation by those employees in ACAP who remain in the defined benefit program.. Each member in the defined benefit program will be required to make the annual contribution, beginning on the date of implementation.

## Article 13

### INSURANCE

Section 13.1. Medical, Dental and Vision Insurance. The Employer shall pay 90% of the premium and the employee shall pay 10% of the premium required for the Allegan County Medical, Dental and Vision Plan for the employee, spouse and children (one person, two person, and family) with the following benefit options.

Traditional Plan: The same plan coverage provided to nonbargaining employees with prescription drug co-pay a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and the basic deductible will be \$150 per member and \$300 per family.

PPO Plan: The same plan coverage provided to nonbargaining employees with prescription drug co-pay a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and a \$20 co-pay for doctor office visits.

POS Plan: The same plan coverage provided to nonbargaining employees with prescription drug co-pay a tiered \$10/\$15/\$20 plan, the mail-in benefit will be changed to one co-pay for a 90 day supply, and a \$20 co-pay for doctor office visits.

Effective January 1, 2006, regular part time employees will pay 20% of the required premiums and the employer will pay the remaining 80%.

Recognized regular part-time employees are eligible for enrollment into the voluntary insurance programs at no cost to the County.

Section 13.2. Wellness Benefits. The Employer shall offer any additional wellness/prevention benefits, which are offered in the future by the County of Allegan to employees in general.

Section 13.3. Incentive to Opt Out. Employees who opt out of the medical/dental/vision plans shall receive an incentive of \$2,000 per year for full time employees and \$1,000 per year for regular part time employees. For those employees who opt out of the medical plan and elect to retain the dental/vision plan the opt out incentive shall be 90 % of the amounts above. The incentive shall be accrued and paid on a monthly basis. The County shall have no obligation to pay such monthly incentive following an employee's separation from employment.

A full time employee must work at least 15 days in a month and a regular part time employee must work at least 7.5 days in a month to receive a month's incentive credit. Employees who choose to opt out of the County's health insurance plan must provide proof of coverage from an alternative source before they are allowed to get out. No employee shall be allowed to opt out of the plan for any period of less than one year except in the case of death of a spouse who provides alternative coverage; divorce, or the loss of insurance coverage from the alternative source because of a job termination. The incentive offered under this section is not available to spouses of County employees when both spouses are County employees.

Section 13.4. General Provisions:

- a) The Employer shall select or change the insurance carrier or third party administrator in its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limits of any kind.
- b) All benefits shall be subject to standard provisions set forth in the policy or policies.
- c) Benefits for otherwise eligible new employees will become effective on the first day of the calendar month following the calendar month in which they become employed.
- d) When employment and seniority is interrupted by layoff, discharge, quit, strike, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs.
- e) The Employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage by the Employer herein.
- f) Should the Employer be obligated by law to contribute to a governmentally sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmental sponsored insurance programs.
- g) Under no circumstances shall an employee be entitled to recover more than one hundred percent (100%) of such employee's loss using in whole or in part insurance policies of the County. It is understood and agreed that this is a total coordination of benefits requirement which includes, but is not limited to, no-fault automobile insurance.

Section 13.5. Health Care Cost Containment. The County at its option may implement any or all of the following health care cost containment programs:

- a) Pre-admission certification of the necessity of hospitalization (BC-BSM Predetermination program or equivalent).
- b) Excluded from reimbursement under the prescription drug program are cosmetic drugs and non-prescription smoking cessation aids.

- c) Excluded from benefits coverage are maternity benefits for persons acting as Surrogate Mothers.
- d) When more than one family member is employed by the County, there shall be no duplicate coverage by County health plans.
- e) In the event of any payment under the County health insurance plan on behalf of any person covered by such County insurance plan, the County shall be subrogated to the extent of said payment to all the covered person(s) right of recovery therefor against any persons or organization in a tort action. It is further understood between the parties that subrogation applies to direct medical expenses paid and not to subjective damages such as "pain and suffering".
- f) In a joint continuing effort to control the cost of insurance the County and ACAP agree to a strict coordination of benefits program which is designed to prevent people from making a profit on health insurance by collecting more than the actual cost of covered services. Under this program, the benefits payable under County health insurance and any other group health insurance policy which a County employee or any covered dependent may have will not exceed the total amount of medical expenses.

Section 13.6. Insurance Carrier. The County reserves the right to select the insurance carrier or to implement self-insurance provided that the benefits remain substantially equivalent.

Section 13.7. Insurance Premiums. The Employer shall commence all insurance premiums in accordance with the established policy of the County. All Employer paid insurance premiums shall cease when employment is terminated and at the end of the month in which an employee is placed on layoff or a non-paid leave of absence. Receipt of Worker's Compensation benefits shall not be considered as a paid leave of absence. Medical insurance may be continued in accordance with COBRA upon the pre-payment of the required premiums by the applicant.

Section 13.8. Life Insurance. The Employer shall provide a term life insurance policy for each bargaining unit employee in an amount equal to one and one half times (1½ x) each individual's salary to a maximum benefit of \$50,000 with ADD.

Section 13.9. Disability Insurance. The Employer shall provide to eligible employees a disability income insurance policy which shall provide at the first day of a non-duty related injury or the eighth day of non-duty illness, an income equal to sixty-six and two-thirds (66-2/3%) of the employee's regular straight time earnings for a maximum of fifty-two (52) weeks (maximum weekly benefit of \$1,000).

## Article 14

### GENERAL

Section 14.1 Rules of Conduct and Work Rules. It is understood and agreed that each employee shall be required to abide by such rules of conduct and work rules as may be adopted by the Prosecuting Attorney. Employees shall be notified prior to the implementation of any new rule. For informational purposes only, the Employer shall notify ACAP in writing prior to the implementation of any new rule.

Section 14.2. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid, upon written request by either party hereto, the Employer and ACAP shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 14.3. Mileage. The Employer shall reimburse employees who use their personal automobiles, at the instruction of the Employer, for County business in accordance with the County Personnel Policy.

Section 14.4. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and ACAP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 14.5. Written Amendment. No agreement or understanding contrary to this collective bargaining agreement, nor an alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, arrangement and past practice heretofore existing.

Section 14.6. Captions and Gender. The captions used in each section are for identification purposes and are not a substantive part of this Agreement. References to the feminine gender shall equally apply to the masculine gender, or vice versa.

Section 14.7. No Discrimination. There shall be no discrimination under any circumstances because of height, weight, sexual preference, race, creed, color, sex, age, disability, religion, political beliefs, ACAP activity, marital status, height, weight, or national origin.

Section 14.8. A.D.A. Waiver. Neither the Employer nor ACAP shall be held liable for any deprivation of rights suffered by an employee resulting from the Employer's or ACAP's compliance, including reasonable accommodations, with the Federal A.D.A.

Section 14.9. Drug and Alcohol Testing. Incorporated herein and made a part of the provision of the County's Personnel Policies related to Drug and Alcohol Testing.

Section 14.10. F.M.L.A. The Employer reserves the right to require an employee to utilize accumulated paid leave when eligible, when an employee requests a leave of absence under the federal Family and Medical Leave Act (F.M.L.A.). The employee is authorized to maintain a bank of 26 hours of paid time off while in FMLA status.

Section 14.11. Past Practices. There are no understandings or agreements or past practices which are binding on either the Employer or ACAP other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or ACAP until it has been put in writing and signed by both the Employer and ACAP as either an amendment to this Agreement or a letter of understanding by both parties.

Section 14.12. Agreement Subject to Laws. The parties recognize that this Agreement is subject to the constitution and laws of the United States of America and the State of Michigan.

## Section 15

### HOURS AND WAGES

Section 15.1. Classifications and Wages. Compensation of all salaried employees shall be in accordance with the wage table attached hereto and by reference made a part hereof.

New employees starting between January 1 and June 30 shall advance to the next step effective the succeeding January 1 and the employee's anniversary date shall thereafter be January 1. New employees starting between July 1 and December 31 shall advance to the next step effective the succeeding July 1 and the employee's anniversary date shall thereafter be July 1.

Section 15.2. Work Day and Work Week. The normal work day shall consist of eight (8) hours per day. The normal work week shall consist of forty (40) hours per week. However, nothing contained herein shall be construed as a guarantee of forty (40) hours of work or pay per week or eight (8) hours of work or pay per day. It is likewise understood and agreed that the starting and quitting times for all or individual employees may be staggered to provide the needed coverage.

Section 15.3. Weekly Duty Prosecutor. Assistant Prosecutors covered by this agreement shall be available to police agencies for telephone inquiry, search and arrest warrant preparation, weekend arraignments and on site crime scene assistance after traditional office hours, on weekends and holidays. The Prosecuting Attorney will prepare a duty roster annually which will detail one Assistant Prosecutor for each week. A copy of the duty roster will be published and provided to each Assistant Prosecutor. If the detailed Assistant Prosecutor wishes or needs to make changes or substitutions to the duty roster the change/substitution must be approved by the Prosecuting Attorney or his/her designated representative at least fifteen (15) days prior to the assigned week. The Assistant Prosecutor assigned to weekly duty is free to use his/her time as he/she pleases however the individual must be available to respond to a page via the County's pager system.

If the Assistant Prosecutor is at home he/she must respond to a telephone inquiry or personal visit. In consideration for the duty performed, the Assistant Prosecutor who performs the duty, will receive one (1) full day off per weekly duty, which must be used within the next forty five (45) day period with approval from the Prosecuting Attorney. This time off will not be credited against PTO nor will there be restrictions imposed upon when the day may be taken, other than what is stated above. Unused duty time off shall have no cash value upon termination of employment and may not be banked. Weekly duty days can only be used in half day or full day increments.

An additional four (4) hours of duty time off shall be awarded for moderating the victim Impact Panel, with the restriction that it must be used within forty five (45) days. Additional duty time off may be awarded by the prosecutor in the event special after-hours duties arise, including, but not limited to police officer training. Should a weekly duty prosecutor be required to work on a recognized holiday for court duty that is not emergency in nature (for example a scheduled hearing), the Prosecuting Attorney will consider granting additional time off to be used as specified in this section of the agreement.

Section 15.4. Work Schedules. The Prosecuting Attorney shall establish work schedules for each member of the bargaining unit. However, as professional exempt employees, ACAP recognizes that the employee's work is related more to responsibilities than hourly schedules and therefore each employee's work schedule may be flexible and varied with relevance to the responsibilities assigned.

Section 15.5. Employees who must leave the premises at any time for any reason shall inform the Prosecuting Attorney or designee of the reason for leaving, destination, and estimated return time.

Section 15.6. The Employer reserves the right to have any employee absent due to claimed job related injury or illness examined by the medical doctor (M.D.) or doctor of osteopathy (D.O.) of the Employer's choice, at the Employer's expense.

Section 15.7. All conflicts of medical opinion shall be resolved using the grievance procedure.

Section 15.8. As professional employees within the Prosecuting Attorney's Office, all members of the bargaining unit shall be considered for advancement to open positions of higher pay and greater responsibility, but such advancement shall be at the sole and absolute discretion of the Prosecutor and with the positions and funding on approval by the County Board of Commissioners.

Section 15.9. The Employer shall pay dues to the Michigan State Bar, Allegan County Bar, the Prosecuting Attorneys Association of Michigan, and the National Association of District Attorneys for each full-time and regular part time employee.

Section 15.10. Employees starting between January 1 and June 30<sup>th</sup> shall advance to the next step effective the succeeding January 1 and the employee's anniversary date shall thereafter be January 1. Employees starting between July 1 and December 31 shall advance to the next step effective the succeeding July 1 and the employee's anniversary date shall thereafter be July 1.

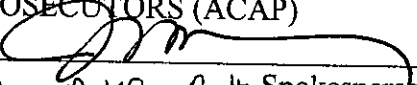
Article 16

DURATION OF AGREEMENT

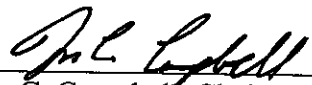
Section 16.1. Term of Agreement. This Agreement shall become effective as of January 1, 2005, and shall remain in full force and effect through the 31<sup>st</sup> day of December 2007, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration and of any subsequent automatic renewal period of its intention to renegotiate this Agreement.

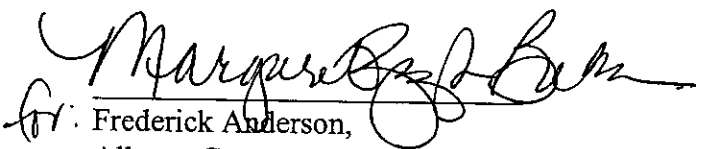
THIS AGREEMENT was executed by the parties the date and year above written.

ALLEGAN COUNTY ASSISTANT  
PROSECUTORS (ACAP)

  
Julie Nakfear-Pratt, Spokesperson

COUNTY OF ALLEGAN

  
Jon C. Campbell, Chairman  
Allegan County Board of  
Commissioners

  
Frederick Anderson,  
Allegan County Prosecuting  
Attorney

ASSISTANT PROSECUTING ATTORNEY RATE TABLE

Increases to this salary table represent an increase of 2% in 2005, 2.25% in 2005, and 2.25% in 2007.

1-1-05 FT	\$43,195.98	\$45,635.82	\$50,452.26	\$55,373.76	\$60,126.96	\$67,403.64
Biweekly	\$1,661.38	\$1,755.22	\$1,940.47	\$2,129.76	\$2,312.58	\$2,592.45
1-1-05 PT	\$21,597.99	\$22,817.91	\$25,226.13	\$27,686.88	\$30,063.48	\$33,701.82
Biweekly	\$ 830.69	\$ 877.61	\$ 970.24	\$1,064.88	\$1,156.29	\$1,296.22
1-1-06 FT	\$44,167.89	\$46,662.63	\$51,587.44	\$56,619.67	\$61,479.82	\$68,920.22
Biweekly	\$1,698.76	\$1,794.72	\$1,984.13	\$2,177.68	\$2,364.61	\$2,650.78
1-1-06 PT	\$22,083.94	\$23,331.31	\$25,793.72	\$28,309.83	\$30,739.91	\$34,460.11
Biweekly	\$ 849.38	\$ 897.36	\$ 992.07	\$1,088.84	\$1,182.30	\$1,325.39
1-1-07 FT	\$45,161.67	\$47,712.54	\$52,748.15	\$57,893.61	\$62,863.11	\$70,470.93
Biweekly	\$1,736.99	\$1,835.10	\$2,028.78	\$2,226.68	\$2,417.81	\$2,710.42
1-1-07 PT	\$22,580.83	\$23,856.27	\$26,374.08	\$28,946.81	\$31,431.56	\$35,235.46
Biweekly	\$ 868.49	\$ 917.55	\$1,014.39	\$1,113.34	\$ 1,208.91	\$1,355.21



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

# Blue Managed Traditional First Dollar Plan with Master Medical (MM) Option 6 Benefits-at-a-Glance

County of Allegan  
13128/006

## Preventive Services

Health Maintenance Exam	Covered – 100%
Annual Gynecological Exam	Covered – 100%
Pap Smear Screening – laboratory services only	Covered – 100%
Well-Baby and Child Care	Covered under MM – 90% after deductible through age 19
Immunizations	Covered under MM – 90% after deductible through age 6
Proctoscopic Exam	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%

## Mammography

Mammography Screening	Covered – 100%
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## Physician Office Services

Office Visits	Covered under MM – 90% after deductible
Outpatient and Home Visits	Covered under MM – 90% after deductible
Office Consultations	Covered under MM – 90% after deductible
Urgent Care Visits	Covered under MM – 90% after deductible

## Emergency Medical Care

Hospital Emergency Room	Covered – 100%
Ambulance Services – medically necessary	Covered under MM – 90% after deductible

## Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%
Diagnostic Tests and X-rays	Covered – 100%
Radiation Therapy	Covered – 100%

## Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered under MM – 90% after deductible, includes care provided by a certified nurse midwife
Delivery and Nursery Care	Covered – 100%, includes delivery provided by a certified nurse midwife

## Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note. Nonemergency services must be rendered in a participating hospital	Covered – 100%, up to 365 days, 60-day renewal, additional days under MM at 90%, no deductible
Inpatient Consultations	Covered – 100%
Chemotherapy	Covered – 100%

## Alternatives to Hospital Care

Skilled Nursing Care	Not covered
Hospice Care	Covered – 100%, limited to lifetime dollar maximum, which is adjusted periodically
Home Health Care	Covered – 100%

## Surgical Services

Surgery – includes related surgical services	Covered – 100%
Voluntary Sterilization	Covered – 100%

## Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%, up to \$1 million maximum per transplant type
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria apply	Covered – 100%
Kidney, Cornea and Skin	Covered – 100%

### Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Treatment	Covered – 100%, up to 45 days, 60-day renewal Note: Additional mental health care days under MM at 75% after deductible, no MM benefits for substance abuse care
Outpatient Mental Health Care	Covered under MM – 75% after deductible
Outpatient Substance Abuse Treatment – in approved facilities only	Covered – 75%, up to the state dollar amount, which is adjusted annually, no MM benefits

### Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 100% Note: Some diabetic services may be covered under your Basic and/or Master Medical coverage, subject to applicable deductible and/or copays
Allergy Testing and Therapy	Covered under MM – 90% after deductible
Chiropractic Spinal Manipulation	Covered under MM – 90% after deductible, up to 20 visits first 90 consecutive days, then 2 visits per month
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%, up to 60 consecutive days of treatment per condition; additional benefits under MM at 90% after deductible
Durable Medical Equipment	Covered under MM – 90% after deductible
Prosthetic and Orthotic Appliances	Covered under MM – 90% after deductible
Private Duty Nursing	Covered under MM – 75% after deductible
Prescription Drugs	Covered - \$10/\$15/\$20 with contraceptives and MOPD when rendered from a Participating Pharmacy

### Deductible, Copays and Dollar Maximums

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

Deductible	Basic: None Master Medical: \$150 per member, \$300 family per calendar year
Copays	Basic: None Master Medical: 10% for all services except as noted
Copay Dollar Maximums	Basic: None Master Medical: \$1,000 contract per calendar year (excludes mental health care and private duty nursing copays)
Dollar Maximums	Basic: As noted above Master Medical: \$1 million lifetime

### Optional Riders

Rider AP-2, Annual Physical Exam	Adds benefits for one routine annual physical or gynecological exam and the following screening procedures: chemical profile, complete blood count, fecal occult blood screening and urinalysis.
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications Note: These riders are available only with prescription drug coverage
Rider HC, Hearing Care	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers.

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



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# Dental Care Coverage Plan Benefits-at-a-Glance

## County of Allegan For Traditional Medical Coverage

### Class I Services

Oral Exams – once every six months	Covered – 75%
Teeth Cleaning – once every six months	Covered – 75%
Bitewing X-rays – once every six months	Covered – 75%
Full-mouth X-rays – once every 36 months	Covered – 75%
Fluoride Treatment	Covered – 75%
Space Maintainers	Covered – 75%, up to age 19
Palliative Emergency Treatment	Covered – 75%

### Class II Services

Fillings (amalgam, acrylic, or silicate)	Covered – 75%
Inlays, Onlays, and Crowns	Covered – 75%
Root Canal Therapy	Covered – 75%
Periodontic Treatments	Covered – 75%
General Anesthesia	Covered – 75%
Oral Surgery including extractions	Covered – 75%
Repairs to Existing Dentures	Covered – 75%

### Class III Services

Removable Dentures	Covered – 50%
Fixed Bridges	Covered – 50%

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

Habit Breaking Appliances	Not Covered
Minor Tooth Guidance Appliances	Not Covered
Full-Banding Treatment	Not Covered
Monthly, Active Treatment Visits	Not Covered

### Copays and Dollar Maximums

Copays	25% for Class I & II, and 50% for Class III all covered services
Dollar Maximums	
• Annual Maximum	\$800 per member for all covered services
• Lifetime Maximum	Not Applicable

### Optional Riders

Rider CDC-FC, Continuation of Coverage for Dependent Children	Allows members to continue group dental coverage for dependent children between the ages of 19-25 when certain eligibility requirements are met. The member is responsible for the additional charge per continuation member.
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**Note:** For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

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



## County of Allegan Blue Vision w/BVFL Rider Benefits at-a-Glance

Blue Vision benefits are provided by Vision Service Plan, the largest provider of vision care in the nation. There are more than 1,100 VSP provider locations in Michigan and 24,000 locations nationwide. To find a VSP provider, call 1-800-877-7195 or visit VSP's Web site at [www.vsp.com](http://www.vsp.com).

Eye Exams	VSP Provider	Out-of-Network Provider
Covers a complete eye exam by an ophthalmologist or optometrists. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35 less a \$5 copay
	Once every 12 months	
<b>Eyeglass Frames</b>		
Covers standard eyeglass frames. A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$46 less a \$10 copay
	One frame every 24 months	
<b>Eyeglass Lenses</b>		
Single vision, bifocal, trifocal or lenticular lenses in glass or plastic. Note: Additional pairs of prescription glasses and non-covered lens options are discounted when purchased from a VSP provider.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay
	One pair every 12 months	
<b>Contact Lenses: Members may obtain either eyeglasses or contact lenses, but not both.</b>		
Elective contact lenses (not medically necessary) may be chosen instead of spectacle lenses and a frame	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	
	Once every 12 months	
Therapeutic contact lenses (medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 less a \$10 copay, member responsible for difference
	Once every 12 months	
<b>Copays</b>		
• Eye exam	\$5 copay	\$5 copay applies to charge
• Frames and/or lenses <u>or</u> medically necessary contact lenses	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

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



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# Community Blue<sup>SM</sup> PPO Benefits-at-a-Glance Plan 1

County of Allegan  
13128/025

**In-Network**

**Out-of-Network**

**Preventive Services – Limited to \$250 per calendar year**

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100% • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not covered
Immunizations	Covered – 100%, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not covered

**Mammography**

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

**Physician Office Services**

Office Visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$20 copay	Covered – 80% after deductible, must be medically necessary

**Emergency Medical Care**

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

**Diagnostic Services**

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible

**Maternity Services Provided by a Physician**

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Includes delivery provided by a certified nurse midwife		

**Hospital Care**

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100%	Covered – 80% after deductible
Unlimited days		
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

**Alternatives to Hospital Care**

Skilled Nursing Care	Covered – 100%	Covered – 100%
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 100%
Limited to lifetime dollar maximum which is adjusted periodically		
Home Health Care	Covered – 100%	Covered – 100%
Unlimited visits		

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

**Human Organ Transplants**

**In-Network**

**Out-of-Network**

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504), specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50%	Covered – 50%
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50%
	Up to the state-dollar amount which is adjusted annually	

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 100%	Covered – 100%
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Prescription Drugs	Covered - \$10/\$15/\$20 with contraceptives and MOPD	Covered – 75% less \$10/\$15/\$20 with contraceptives and MOPD

**Deductible, Copays and Dollar Maximums**

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

<b>Deductible</b>	None	\$250 per member, \$500 family per calendar year
<b>Copays</b>		
• Fixed Dollar Copays	\$20 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$2,000 per member, \$4,000 family per calendar year
<b>Dollar Maximums</b>	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

**Optional Riders**

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and prescription oral or injectable contraceptive medications Note: These riders are available only with prescription drug coverage
Rider HC, Hearing Care	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers

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# Traditional Plus Dental Coverage Benefits-at-a-Glance

## Plan 3

## County of Allegan For Community Blue & Point of Service Medical Coverage

### Class I Services

Oral Exams	Covered – 100%, twice per calendar year
Bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (Teeth Cleaning)	Covered – 100%, twice per calendar year
Fluoride Treatment	Covered – 100%, twice per calendar year
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to age 19

### Class II Services

Fillings - permanent teeth	Covered – 75%, once every 24 months
Fillings - primary teeth	Covered – 75%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 75%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 75%, three per calendar year
Root Canal Therapy	Covered – 75%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 75%, once every 24 months
Occlusal Adjustment	Covered – 75%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 75%, once every 12 months
General Anesthesia or IV Sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 75%
Relining or Rebasement of Partials or Dentures	Covered – 75%, once every 36 months per arch
Tissue Conditioning	Covered – 75%, once every 36 months per arch
Repairs to Existing Partials or Dentures	Covered – 75%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 75%

### Class III Services

Removable Dentures and Partials	Covered – 50%, once every 60 months
Fixed Bridges	Covered – 50%, once every 60 months, payable for members age 16 and older

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

Habit Breaking Appliances	Covered – 50%
Minor Tooth Guidance Appliances	Covered – 50%
Full-Banding Treatment	Covered – 50%
Monthly, Active Treatment Visits	Covered – 50%

### Copays and Dollar Maximums

Copays	25% for class II services and 50% for class III and IV services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for covered class I, II and III services
• Lifetime Maximum	\$1,000 per member for covered class IV services

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

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## County of Allegan Blue Vision w/BVFL Rider Benefits at-a-Glance

Blue Vision benefits are provided by Vision Service Plan, the largest provider of vision care in the nation. There are more than 1,100 VSP provider locations in Michigan and 24,000 locations nationwide. To find a VSP provider, call 1-800-877-7195 or visit VSP's Web site at [www.vsp.com](http://www.vsp.com).

	VSP Provider	Out-of-Network Provider
<b>Eye Exams</b>		
Covers a complete eye exam by an ophthalmologist or optometrists. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35 less a \$5 copay
	Once every 12 months	
<b>Eyeglass Frames</b>		
Covers standard eyeglass frames. A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$46 less a \$10 copay
	One frame every 24 months	
<b>Eyeglass Lenses</b>		
Single vision, bifocal, trifocal or lenticular lenses in glass or plastic. Note: Additional pairs of prescription glasses and non-covered lens options are discounted when purchased from a VSP provider.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay
	One pair every 12 months	
<b>Contact Lenses: Members may obtain either eyeglasses or contact lenses, but not both.</b>		
Elective contact lenses (not medically necessary) may be chosen instead of spectacle lenses and a frame	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	
	Once every 12 months	
Therapeutic contact lenses (medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 less a \$10 copay, member responsible for difference
	Once every 12 months	
<b>Copays</b>		
• Eye exam	\$5 copay	\$5 copay applies to charge
• Frames and/or lenses <u>or</u> medically necessary contact lenses	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

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# Blue Choice<sup>®</sup> POS Benefits-at-a-Glance Plan 4

County of Allegan  
25539/01

## In-Network

## Out-of-Network

### Preventive Services

Health Maintenance Exam	Covered – \$20 copay	Not covered
Annual Gynecological Exam	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Certain Routine Laboratory and Radiology Services	Covered – 100%	Covered – 80% after deductible
Pap Smear Screening – laboratory services only	Covered – 100%	Covered – 80% after deductible
One every 12 months		
Well-Baby and Child Care	Covered – \$20 copay	Not covered
Immunizations	Covered – 100%	Not covered
Proctoscopic Exam	Covered – 100%	Covered – 80% after deductible
One every 3 years at age 40 and older		
Prostate Specific Antigen (PSA) Screening	Covered – 100%	Covered – 80% after deductible
One per calendar year		

### Mammography

Mammography Screening	Covered – 100%	Covered – 80% after deductible
One baseline for ages 35-40, one annually after age 40		

### Physician Office Services

Office Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Outpatient and Home Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Office Consultations	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Urgent Care Visits	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay

### Emergency Medical Care

Hospital Emergency Room	Covered – \$25 copay	Covered – \$25 copay
Ambulance Services – medically necessary	Covered – 100%, ground service, and air service required for emergency transportation	Covered – 100%, ground service, and air service required for emergency transportation

### Diagnostic Services

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible for major services
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible for major services
Radiation Therapy	Covered – 100%	Covered – 80% after deductible for major services

### Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Includes delivery provided by a certified nurse midwife		

### Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note Nonemergency services must be rendered in a participating hospital	Covered – 100%	Covered – 80% after deductible, requires predetermination
Unlimited days		
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

### Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100%	Covered – 80% after deductible
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 80% after deductible
Limited to lifetime dollar maximum which is adjusted periodically		
Home Health Care	Covered – 100%	Covered – 80% after deductible
Unlimited visits		

**In-Network**

**Out-of-Network**

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible

**Human Organ Transplants**

Specified Organ Transplants – in designated facilities only, when coordinated through Blue Choice POS network manager (248-223-5545)	Covered – 100%	Not covered
Bone Marrow – when coordinated through Blue Choice POS network manager (248-223-5545), specific criteria applies	Covered – 100%	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

**Mental Health Care and Substance Abuse Treatment**

Note: Mental health and substance abuse services must be coordinated by the Behavioral Health Manager to be considered in-network.

Inpatient Mental Health Care and Substance Abuse Treatment	Covered – 100%	Covered – 80% after deductible
	Up to 45 days per calendar year	
Outpatient Mental Health Care	Covered – 100%	Covered – 80% after deductible
Outpatient Substance Abuse Treatment	Covered – 100%	Covered – 80% after deductible
	Up to the state-dollar amount which is adjusted annually	

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
Chiropractic Spinal Manipulation	Covered – \$20 copay	Covered – 80% after deductible, plus \$20 copay
	Up to 20 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%	Covered – 80% after deductible
	Up to 60 visits per condition per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 80% after deductible
Private Duty Nursing	Covered – 100%	Not covered
Prescription Drugs	Covered – \$10/15/20 with contraceptives and MOPD	Covered – 75% less \$10/15/20 with contraceptives and MOPD

**Deductible, Copays and Dollar Maximums**

<b>Deductible</b>	None	\$100 per member, \$200 family per calendar year
<b>Copays</b>		
• Fixed Dollar Copays	\$20 for office visits and \$25 for emergency room visits	\$20 for office visits and \$25 for emergency room visits
• Percent Copays	None	20%
<b>Copay Dollar Maximums</b>		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$1,000 per member, \$2,000 family per calendar year
<b>Dollar Maximums</b>	None except as noted above for individual services	\$1 million lifetime per member and as noted above for individual services

**Optional Riders**

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are available only with prescription drug coverage.
Rider HC, Hearing Care	Adds specific hearing care benefits, including one hearing aid, when provided by participating providers.

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# Traditional Plus Dental Coverage

## Benefits-at-a-Glance

### Plan 3

## County of Allegan For Community Blue & Point of Service Medical Coverage

#### Class I Services

Oral Exams	Covered – 100%, twice per calendar year
Bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and Panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (Teeth Cleaning)	Covered – 100%, twice per calendar year
Fluoride Treatment	Covered – 100%, twice per calendar year
Space Maintainers	Covered – 100%, once per quadrant per lifetime, up to age 19

#### Class II Services

Fillings - permanent teeth	Covered – 75%, once every 24 months
Fillings - primary teeth	Covered – 75%, once every 12 months
Inlays, Onlays, Crowns and Gold Fillings – permanent teeth	Covered – 75%, once every 60 months, payable for members age 12 and older
Recementing of Inlays, Onlays, Crowns and Bridges	Covered – 75%, three per calendar year
Root Canal Therapy	Covered – 75%, once every 12 months for teeth with one or more canals
Periodontal Scaling and Planning	Covered – 75%, once every 24 months
Occlusal Adjustment	Covered – 75%, up to five times a 60-month period
Periodontic Appliances or Biteguards	Covered – 75%, once every 12 months
General Anesthesia or IV Sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Oral Surgery including extractions	Covered – 75%
Relining or Rebasing of Partials or Dentures	Covered – 75%, once every 36 months per arch
Tissue Conditioning	Covered – 75%, once every 36 months per arch
Repairs to Existing Partials or Dentures	Covered – 75%, up to one-half the approved amount for a new denture in any 12-month period
Palliative Emergency Treatment	Covered – 75%

#### Class III Services

Removable Dentures and Partials	Covered – 50%, once every 60 months
Fixed Bridges	Covered – 50%, once every 60 months, payable for members age 16 and older

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

Habit Breaking Appliances	Covered – 50%
Minor Tooth Guidance Appliances	Covered – 50%
Full-Banding Treatment	Covered – 50%
Monthly, Active Treatment Visits	Covered – 50%

#### Copays and Dollar Maximums

Copays	25% for class II services and 50% for class III and IV services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for covered class I, II and III services
• Lifetime Maximum	\$1,000 per member for covered class IV services

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

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## County of Allegan Blue Vision w/BVFLR Rider Benefits at-a-Glance

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Eye Exams	VSP Provider	Out-of-Network Provider
Covers a complete eye exam by an ophthalmologist or optometrists. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered – \$5 copay	Reimbursement up to \$35 less a \$5 copay
	Once every 12 months	
<b>Eyeglass Frames</b>		
Covers standard eyeglass frames. A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price difference.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to \$46 less a \$10 copay
	One frame every 24 months	
<b>Eyeglass Lenses</b>		
Single vision, bifocal, trifocal or lenticular lenses in glass or plastic. Note: Additional pairs of prescription glasses and non-covered lens options are discounted when purchased from a VSP provider.	Covered – \$10 copay (one copay applies to both lenses and frames)	Reimbursement up to predetermined amount based on lense type after copay
	One pair every 12 months	
<b>Contact Lenses: Members may obtain either eyeglasses or contact lenses, but not both.</b>		
Elective contact lenses (not medically necessary) may be chosen instead of spectacle lenses and a frame	Covered – \$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	
	Once every 12 months	
Therapeutic contact lenses (medically necessary)	Covered – \$10 copay	Reimbursement up to \$210 less a \$10 copay, member responsible for difference
	Once every 12 months	
<b>Copays</b>		
• Eye exam	\$5 copay	\$5 copay applies to charge
• Frames and/or lenses <u>or</u> medically necessary contact lenses	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less a \$10 copay

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