

LABOR AGREEMENT
BETWEEN
PUBLIC LIBRARIES OF SAGINAW
AND
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M

EFFECTIVE APRIL 29, 2013 THROUGH JUNE 30, 2015

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AGREEMENT STATEMENT

THIS AGREEMENT made and entered into this 29th day of April, 2013 between the Public Libraries of Saginaw (Library) and the Service Employees International Union, Local 517M.

ARTICLE I - RECOGNITION

In accordance with Act 176 of the Public Acts of 1939, as amended, the Library hereby recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time Library Assistant, Clerical and Library Assistant, Administrative employees employed by the Library, EXCLUDING: Temporary employees, supervisors, and confidential employees as defined in the Act. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the bargaining unit.

ARTICLE II - RIGHTS OF CLERICAL AND ADMINISTRATIVE LIBRARY ASSISTANTS

SECTION A.

Employees shall have the right to hold meetings in Libraries without charge subject to Library policies and regulations concerning application for use, etc. This applies except in event of a strike. Said meetings will not be held during working hours of employee participants, unless special permission is given by the Director or his or her designee.

SECTION B.

1. The Union officers shall be permitted the reasonable use of inter-office and inter-building mail for communications with the approval of the Director.
2. Copies of all bargaining unit inter-office and inter-building correspondence will be distributed, at the same time as the regular membership distribution, to the Library Business Office.

SECTION C.

Once a year the Library shall provide the Union with a list of all personnel in the bargaining unit, together with length of service, classification, and salary provided that the Union gives at least seven (7) days notice prior to its request for such information. Once a month thereafter the Library shall provide the above information for new hires, persons on long-term leaves of absence, and persons terminated.

SECTION D.

The Library shall provide the Union access to that information legally required and necessary for collective bargaining, but in no way assumes the responsibility for assembling, organizing, systematizing, coordinating, separating, or collecting such information. The Union shall give the Library reasonable notice of the Union's intent to request access to said information and such access shall be provided at reasonable times during normal business hours when it does not interfere with the normal operation of the Business Office.

SECTION E.

The parties agree and recognize the right of the employees and the Library to invoke the assistance of the Michigan Employment Relations Commission as provided by Act 379 of the Michigan Public Acts of 1965 in appropriate cases.

SECTION F.

While it is recognized that the Library has the right to subcontract or contract out any and all work, processes, or services, and to transfer work out of the bargaining unit, it is agreed that before the Library removes said bargaining unit work from the bargaining unit, it shall notify the Union, and, if requested in writing by the Union within five (5) days following notification, the Library shall meet with the Union to negotiate on the matter.

ARTICLE III - LIBRARY RIGHTS

SECTION A.

It is the intention hereof that all of the rights, powers, prerogatives, and authorities that the Library had prior to the signing of this Agreement, including but not limited to those in respect of rates of pay, hours of employment, and conditions of work, are retained by the Library except those, and only to the extent that they are specifically abridged, delegated, or modified by this Agreement. The exercise of judgment and discretion by the Library and its administrators, if made in good faith and for valid reasons, not in conflict with the express terms of this Agreement, shall be upheld.

SECTION B.

Nothing contained herein shall be considered to deny or restrict the Library of its rights, responsibilities, and authority under the Michigan District Library Laws or any other national, state, county, district or local laws or municipal regulations.

SECTION C.

The listing of specific rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of the rights of management not listed and specifically surrendered herein.

ARTICLE IV - DUES CHECKOFF

SECTION A.

No individual shall be required as a condition of obtaining or continuing employment with the Library to do any of the following:

1. Become or remain a member of the Union.
2. Pay any dues, fees, assessments or other charges or expenses of any kind or of any amount or provide anything of value to the Union or any third party.

SECTION B.

Employees who voluntarily wish to be members the Union and pay dues or fees required by the Union shall execute payroll deduction authorization cards and deliver them to the Library Business office. The Library will deduct the dues designed by the Union from the first and second pay periods of each month. The amount deducted will be remitted to the Financial Secretary of the Union.

SECTION C.

The Union agrees to indemnify and save the employer harmless against any and all claims, lawsuits, administrative actions, and any other forms of liability that may arise out of or by reason of any action against the Library as a result of its reliance upon the individual authorization cards or by the Library's compliance with the provisions of this Article.

SECTION D.

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The Union will be notified by the Library of the names of such employees following the end of each month in which the termination of employment took place.

The Union will notify the Library of any employee that has ceased to be subject to dues checkoff beginning with the month following notice of the change in the employee's checkoff status.

SECTION E.

The Library shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction," together with the provisions of this Agreement. The Library shall have no responsibility for

the collection of membership dues, special assessments, or any other deduction not in accordance with this Agreement.

SECTION F.

The Union's right of access to Library employees during the employee's working hours shall be limited to the employee's meal period and break times. Upon approval of the Director or supervisor of the building in which the employee works, a Union representative may be permitted to meet with Library employees during working hours.

ARTICLE V - GRIEVANCE PROCEDURE

SECTION A.

The purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.

***Grievance Defined:** A "grievance" shall mean a specific charge by an employee or group of employees or Union, based upon an event, condition, or circumstance under which an employee works, that a provision of this agreement has been violated or misinterpreted.*

SECTION B.

STEP ONE - Within ten (10) calendar days of the time a grievance arises, an employee may present the grievance to his/her supervisor.

STEP TWO - If the grievance is not resolved in Step One, the employee may, with the assistance of a union representative, within seven (7) calendar days reduce his/her grievance to writing on a grievance form provided by the Union and present the grievance to his/her supervisor for a written answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee(s) with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee(s). The supervisor shall give the employee an answer in writing no later than seven (7) calendar days after receipt of the written grievance.

STEP THREE - If the grievance is not resolved in Step Two, the employee and/or union representatives may within seven (7) calendar days, present the written grievance to the Director of the Libraries. The written grievance shall state the event, condition, or circumstance giving rise to the grievance, the provisions of the Agreement allegedly violated or misinterpreted, state the relief requested, and be signed by the employee and Union representative.

The Director of the Libraries shall within fourteen (14) calendar days meet with the grievant and Union representatives to discuss the grievance. The Director of the Libraries shall within fourteen (14) calendar days following the meeting answer the grievance in writing and at such time the grievance shall be returned to the grievant.

STEP FOUR - If the grievance is not resolved at Step Three, and the Union desires to submit it for arbitration, they must submit it to the FMCS within fourteen (14) calendar days after receipt of the Director's written answer in Step Three.

Upon receipt of the arbitration list from FMCS, unless either party rejects the first list and requests a second list from FMCS, the parties will select an arbitrator by alternate striking with the Union going first.

The jurisdiction of the arbitrator shall be limited to the determination of the grievance which involved an alleged violation of a specific Article and Section of this Agreement. The arbitrator may not go outside of the Agreement in reaching a decision.

Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the arbitrator, his/her travel expenses, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.

Powers of the Arbitrator

1. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement.
2. The Arbitrator shall have no power to establish or change salary scales or any economic benefit granted under the Agreement such as but not limited to holidays, pensions, retirement, insurance of any kind, sick days, personal days.
3. The Arbitrator shall have no power to change any written practice, policy, or rule of the Library.
4. The Arbitrator shall not substitute his/her judgment for that of the Library as to the reasonableness of any such practice, policy or rule unless such policy, practice or rule is in violation of a specific Article and Section of this Agreement. The Arbitrator's powers shall be limited to deciding whether the Library has violated the expressed Articles and Sections of this Agreement.

and he/she shall not imply obligations or conditions binding upon the Library from this Agreement. It is understood by the Arbitrator and the parties that any matter not specifically set forth in the Agreement, remains within the reserved rights of the Library.

5. The Arbitrator's decision when made in accordance with his/her jurisdiction and authority established by the Agreement, shall be final and binding upon the Union, the employee or employees involved, and the Library.
6. If either party shall claim that a particular grievance fails to meet the test of arbitrability, the arbitrator shall first decide such issue before proceeding to make a determination on the merits of the case.

SECTION C.

Any grievance not filed within the prescribed time limit or not advanced to the next Step within the time limit in that Step, shall be deemed abandoned. Time limits may be extended by the Library and the Union in writing; then the new date shall prevail.

SECTION D.

The Library shall not be required to pay back wages more than sixty (60) calendar days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment or other wages that he/she may have earned during his/her normal working day during the period of back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

SECTION E.

Miscellaneous

1. Grievance meetings between the Union and the employer shall be conducted in a private location and shall include only those persons involved in the dispute and/or those persons provided for herein.
2. Grievance meetings provided herein shall normally be scheduled during working hours of the employee and in a manner that is least disruptive to the operations of the Libraries. An employee participating in any level of the Grievance Procedure, including Arbitration, will be released from assigned duties without loss of salary.

3. Except as modified herein, any grievance which is not appealed from a decision at one step of the procedure to the next step in the procedure within the time limits established herein, shall be considered resolved on the basis of the last decision and not subject to further appeal.
4. If the Library does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure.
5. These time limits have been set as a guide and if additional time is needed it is expected that both parties will agree to any reasonable request for an extension of time for good cause. Such extension shall be in writing and shall be for a specified period of time.
6. Nothing herein shall prevent an employee from being represented by their union steward at any step of the grievance procedure.
7. Grievances involving suspensions or discharge shall be initiated at the Step Three level of the Grievance Procedure.
8. In the course of the investigation of any grievance, representatives of the Union will report to the employee's immediate supervisor and state the purpose of the visit immediately upon arrival. Employees involved in any discussion of a grievance matter shall be contacted by union representatives at their place of work only during non-working time.
9. The Union will prepare a grievance form and submit it to the Director for approval.
10. Any agreement reached between management and the representatives designated by the union president is binding on all parties affected and cannot be changed by any individual. Said agreement shall not be challenged through the Grievance Procedure.

ARTICLE VI - NO STRIKE CLAUSE

SECTION A.

During the life of this Agreement, the Union shall not or permit its members to cause, nor shall any member of the Union take part in, any strike, sit-down, stay-in, or slow-down, curtailment of work,

restriction of work, or stoppage of any of the Library's operations, or interference with any of the operations of the Library.

SECTION B.

The Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any picketing of the Library's property during the life of this Agreement.

SECTION C.

The Union agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppage, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. In the event the Union violates the foregoing provision, the Library shall have the right to terminate this Agreement by notice in writing to the Union in addition to any other remedies it may have. The Union further agrees that the Library shall have the right to discipline (including discharge) any or all employees who violate this Article.

ARTICLE VII - DISCIPLINE AND DISCHARGE

SECTION A.

The Library shall retain the right to establish, adopt, change, amend, and enforce reasonable rules for employees to follow, the right to warn, reprimand, suspend, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B.

New or amended rules will be published five (5) working days prior to their effective date.

SECTION C.

After completion of the probationary period, no employee shall be discharged or disciplined without just cause. Just cause for discipline or discharge shall include, but is not limited to: inefficiency or inability to perform assigned duties; excessive absenteeism or tardiness; failure to notify his/her supervisor of anticipated absenteeism prior to reporting time; failure to take a physical examination; insubordination; unethical conduct; overt discourtesy to supervisors, visitors, or other Library employees; gross neglect of duty; falsification of employment application or other records; advising or directing employees to disregard the orders of supervision; the unauthorized release of information regarding the operation of the Public Libraries of Saginaw to a fellow employee or any unauthorized person, performing work for self or others for personal gain on library time, and the use of library equipment, supplies, or resources for personal gain. Off-duty conduct resulting in criminal charges may be grounds for discipline when there

is evidence that the conduct will adversely impact the reputation or image of the Library.

SECTION D.

Records of all disciplinary actions shall contain the date and brief description of the violation so the employee may prepare a proper defense, and the signatures of the individuals issuing the warning and the employee.

SECTION E.

Disciplinary actions shall be issued in writing with copies going to the employee and Union. Such disciplinary action shall contain the date and a brief description of the violation so the employee may prepare a proper defense.

SECTION F.

All discipline shall be issued within thirty (30) days of the date of the incident of Management's knowledge of the incident.

ARTICLE VIII - SENIORITY

SECTION A.

Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's service with the Library. Seniority for employees hired on the same date shall be determined by lot.

Employees with previous clerical experience in the Public Libraries of Saginaw System, may, at the discretion of the Library, if they are hired back into the Library System, be restored to the same step level on the salary schedule at which they left.

SECTION B.

New full-time employees shall be subject to a probationary period of sixty (60) actual days worked which must be completed within four (4) months in which work is scheduled. Upon completion of probation, the employee's seniority date shall be the date of hire. New part-time employees shall be subject to a probationary period which is the equivalent of 60 days worked (480 hours). Effective July 1, 1996, for the purpose of applying the annual step increments, seniority dates shall be moved to month and date of hire for existing employees. Employees will receive their normal incremental increase whenever the anniversary date of the new seniority occurs. During the probationary period, the Library shall have the sole right to discharge, discipline, transfer, demote, or layoff employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom.

1. The Union will represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages and hours of employment.
2. Upon hiring, new employees will receive a copy of the collective bargaining agreement. Additionally, the Library will notify new employees and the Union of their completed probationary period.

SECTION C.

Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in work force. There shall be no requirement for the Library to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.

SECTION D.

An employee may be terminated and lose his/her seniority rights at the sole discretion of the employer if he/she:

1. Quits without at least two weeks advance written notice before the effective date of their termination of employment.
2. Is discharged for just cause.
3. Is laid off for a period of two (2) years or the length of his/her seniority, whichever is less.
4. Fails to report to work within five (5) days following recall from layoff, notice of said recall to be by certified mail.
5. Is absent without a reasonable excuse for two (2) consecutive working days without notice to the Library.
6. Fails to return from a leave of absence at the designated time, without reasonable excuse acceptable to the Library.

SECTION E.

It shall be the responsibility of each employee to notify the Library of any change of address or telephone number. The employee's address as it appears on the Library's records shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

SECTION F.

An employee who accepts or has accepted a position outside of the bargaining unit and subsequently reenters the bargaining unit shall retain his/her seniority less the time spent outside of the bargaining unit.

ARTICLE IX - LAYOFF AND RECALL

SECTION A.

Layoff

In any reduction of employees and/or positions due to a decrease in work load, lack of funds, elimination of positions, or any other administrative reason, the Library shall have the prerogative of reducing the staff as needed to ensure the efficient operation of the Library. The following procedure will be followed:

1. In the event layoffs occur in the Library system, probationary employees will be laid off first on a Library system-wide basis, according to length of service, i.e. employees with the least amount of service will be laid off first.
2. Seniority employees will then be laid off according to seniority standing within their own employment class. For example, within a specific class employees with the least amount of seniority would be laid off first. If there are employees in lower classes with less seniority who are still working, they may be "bumped" by a laid off employee with more seniority from another class.

SECTION B.

The Library reserves the right to layoff or recall employees on a temporary basis (not to exceed ten (10) working days) without regard to seniority.

SECTION C.

1. In the event the Library schedules a shortened work week for any employee or groups of employees within any position, classification or location, it shall not be considered a layoff and the provisions of this Article will not apply.
2. If an employee works less than 59% of his/her normal weekly hours for three consecutive work weeks, the employee will be considered as subject to layoff in subsequent consecutive work weeks in which the employee would be scheduled to work less than 59% of his/her normal weekly hours. In such event, the employee would then have the option of working the reduced work weeks or be allowed to bump less senior employees within their classification or lower who are scheduled to work a normal work week under Section A of this Article.

SECTION D.

Recall

1. In the event there exists open, vacant position(s), which the Library has elected to fill, employees shall be recalled in order of seniority with the most senior employee on layoff being recalled first, provided that the employee has the ability to perform the work available and provided that he/she possesses the necessary skill and qualifications required for the job. Employees recalled to a position for which they are judged qualified by the Library, shall be deemed voluntary quits if they are not willing to accept such work, and their seniority status shall be considered to have been terminated.
2. In the event of recall, notice of recall shall be by certified mail to the last recorded address of the employee as it appears on the records of the Library, and upon failure to report within five (5) days of mailing of such notice, such failure shall be considered to be a voluntary quit, provided, however, the employee's failure to report is not the result of inability to report by reason of proven illness. Employees are responsible for keeping the Library informed of their last known address.
3. If an individual is recalled out of order because of the Library's exercise of the "skill and qualifications required for the job," per section D.1. above, said individual shall not be allowed to apply for a voluntary transfer to any other position for a period of six (6) months following his/her recall.

SECTION E.

For purposes of this Article, and other applicable sections of this contract, the determination of the Library as to qualifications and ability shall be final, provided that said determination shall not be exercised in an arbitrary or capricious manner.

SECTION F.

Seniority shall not accumulate during any period of layoff but such employees rehired within the two (2) year period following layoff shall be deemed to have on the date rehired the seniority which had been accumulated up to the lay-off date.

ARTICLE X - PROMOTIONS AND TRANSFERS

SECTION A.

If permanent job vacancies are to be filled, they will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher rated pay classification than the one currently employed in.

1. Notice of said job vacancies in Classes I, II, III, and IV positions shall be given to all Library employees in the Director's Notice, or by a special designated notice. The Director will accept written applications from employees for the position for ten (10) calendar days after notice of the vacancy is made known. The Library reserves the right to fill said job vacancies on a temporary basis without regard to the provisions of this Article.
- 2.a. Prior to the vacancy being filled, the Director or his designee shall review all applications from within the unit. If unit applicants are judged unqualified per the considerations listed in sub-section (b) below, and therefore no unit applicant is selected to fill the vacancy, the Library may consider applicants outside the bargaining unit.
- 2.b. In the filling of such jobs, backgrounds, attainments, prior work record, ability, merit, and capacity shall be considered. Where these factors are deemed equal by the Library, the employee with the longest service in the Library shall be given preference. In determining relative ability, consideration shall be given to experience, quality of work, aptitude, ability to perform the physical requirements of the position with reasonable accommodation, punctuality, and good attendance.
3. Unsuccessful candidates from within the bargaining unit who have applied for a specific job vacancy will be sent a notice that they have not been selected within ten (10) days after the position has been filled.
4. In the filling of any job vacancies as described herein, the priority in filling said vacancies, provided seniority and qualifications so entitle the individual, shall be according to the following categories.

First, employees who have been placed on an Involuntary transfer status, per sub-section 5 of this section.

5. Transfer requests from employees who have been involved in an involuntary transfer because of a branch closing, reduction in personnel, and position(s) elimination(s), or consolidations, will be given preference, if the applicant is deemed to possess the necessary ability and qualifications by the Library. Said preferential status shall remain in effect for a one (1) year period following the effective date of the involuntary transfer.

SECTION B.

Involuntary Transfer

1. The Library reserves the sole right to temporarily transfer employees for up to ninety (90) days from one classification to another without regard to seniority. The employee so transferred shall, if the transfer is to a lower classification, retain his/her original step rate of pay. The employee so transferred shall, if the transfer is to a higher classification, retain his/her original step rate of pay for the first twenty (20) working days following the transfer and shall thereafter continue to retain his/her original step or receive the same step rate of the new classification (whichever is higher).
2. Transfers shall be on a voluntary basis whenever possible. However, the Library and the Union realize that some transfers will be necessary for administrative purposes. Such transfers shall be made upon the recommendation of the Director or her/his designee after discussion of the change with the Union. Employees will be given two (2) weeks notice of change and the reasons for the transfer, if the employee so requests, except that in those cases in which a transfer must be made in less than two (2) weeks, such notice will be given as time will allow.

Employees so transferred shall be paid at the appropriate contractual rate for the position to which they are transferred.

3. In the event an employee is involuntarily transferred, other than under the provisions of Section 2 above, to a lower classification he/she shall retain his/her original step and rate of pay. In the event said employee is then subsequently requested, in writing, to apply for a vacancy in a higher classification and he/she declines to make such a request, said refusal shall be deemed to constitute a forfeiture of any future claim to the former higher classification pay. The employee shall then be paid at the prevailing rate for the position which he/she is filling. The provisions of this Section shall not apply to individuals reassigned to a position as a result of Article IX, Layoff and Recall.
4. In making any transfers and/or reassignments, the Library will give due consideration to seniority, qualifications, and all other applicable factors. The Library's decision in this regard is to be subject to the provisions of the Grievance Procedure through the last Step. The Library's compliance with the procedures set forth in this Article is subject to the Grievance Procedure.

SECTION C.

The applicant selected for a promotion or transfer will serve a probationary period of two (2) months. The Library may disqualify the employee during the probationary period and such employee shall be returned to his/her former position if available or one of similar classification and salary.

SECTION D.

In the event a unit member shall have successfully achieved a transfer, i.e. shall have achieved a position movement by his/her own choice to another position within the same classification or lower, they shall not be allowed to apply again for another such transfer within the same classification or lower for a period of one full calendar year. It is understood that for purposes of this sub-section the term classification is to encompass four classifications.

ARTICLE XI - JOB CLASSIFICATION AND POSITIONS

SECTION A.

When used in this Agreement, the term "classification" refers to and means a pay grade. There are four (4) classifications. When used in the Agreement, the terms "job" or "position" refer to a general work assignment as set forth as follows:

Classification I	Library Assistant, Administrative I
Classification II	Library Assistant, Administrative II
Classification III	Library Assistant, Clerical
Classification IV	Part-Time Library Assistant, Clerical

SECTION B.

It is understood that the classifications and positions are recognized for salary purposes only and that the classifications and positions are intended as an illustrative summary of the types of duties and responsibilities associated with the various positions. It is understood that the summary shall not constitute a designation of job content nor shall it restrict work assignments.

ARTICLE XII - NEW JOBS

SECTION A.

When a new job is developed which cannot be properly placed in an existing classification and rate structure, or an existing job is changed or combined with another job to the extent that materially different skills and responsibilities are required, the Union will be notified in writing.

SECTION B.

After notification of the Union, the Library will assign a rate to the new or changed job which will be temporary for a thirty (30) day period following date of notification to the Union. During this period, the Union may request in writing a meeting with the Library to review the classification and rate of pay. Every effort will be made to reach an agreement upon the classification and rate of pay. If an agreement is reached, the classification and rate shall be retroactive to the first day an employee began work on the job unless otherwise agreed to.

SECTION C.

If no written request is filed within the thirty (30) day period, the rate and classification shall become permanent at the end of such period.

SECTION D.

If a written request is filed and no agreement is reached on the rate within thirty (30) days from the date of the request, the classification and rate set by the Library shall become the permanent rate and classification.

ARTICLE XIII - PART-TIME AND TEMPORARY

SECTION A.

For the purposes of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for 37-1/2 hours a week. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than 37-1/2 hours a week. For the purposes of Article I - RECOGNITION and this Agreement, a "temporary employee" is an employee hired for a definite period of time less than sixty (60) working days.

SECTION B.

Anyone working as a permanent, part-time employee shall be considered as a regular employee, and except as otherwise set forth in this Agreement, will receive benefits on a pro-rata basis. Such employees will be paid a salary on a pro-rata basis according to their salary classification(s) and hours worked.

SECTION C.

In the event a regular, part-time employee becomes full-time, said employee will be credited for all hours worked as a part-time employee, and if said employee has worked the equivalent of sixty (60) working days or more, they will be placed on the seniority list with such credit.

ARTICLE XIV - HOURS OF WORK AND OVERTIME

SECTION A.

The Library reserves the right to schedule the work hours of employees according to the needs of the Public Libraries. The normal work week consists of forty (40) hours, the normal work day consists of eight (8) hours. This provision, however, shall in no way be construed as a guarantee by the Library of any amount of work in any period of time or as a limitation on the Library's right to schedule work in excess of the normal work day or the normal work week. The Library reserves the right to determine and modify work schedules. The provisions of this Section are subject to the terms of Article IX - Layoff.

SECTION B.

Unless otherwise scheduled by the Library, the normal work day period will be from 8:00 a.m. to 5:00 p.m. or from 9:00 a.m. to 6:00 p.m. Unless otherwise scheduled by the Library, the evening work period will be from 1:00 p.m. to 9:00 p.m. Unless otherwise scheduled by the Library, the Saturday work period will be from 9:00 a.m. to 5:00 p.m. There will be a daily unpaid lunch period of one (1) hour. The Library reserves the right to determine the starting and quitting times and the number of hours to be worked. The day work period is any work period that starts on or after 7:00 a.m., but before 11:00 a.m. The evening work period is any work period that starts on or after 11:00 a.m., but before 3:00 p.m. For those employees who are regularly and normally assigned to work the evening or Saturday work period, the evening or Saturday work period will be seven (7) hours.

SECTION C.

The Library reserves the right to establish or change the length of time of any work week, work day, subject to Article IX - Layoff, and the right to schedule the lunch or break period.

SECTION D.

All employees shall be paid time and one-half (1-1/2) their regular straight time rate for all approved time worked in excess of forty (40) hours in any one work week or eight (8) hours in any one work day.

SECTION E.

The Library reserves the right to require employees to work overtime on a reasonable basis and when the nature of the work requires that it be completed at a time that necessitates overtime.

SECTION F.

Overtime will be permitted only when authorized by a supervisor.

SECTION G.

The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION H.

Absent time paid for shall not be considered as time worked for purposes of computing overtime.

SECTION I.

All full-time employees shall be allowed a break during the first half of their work day and another break during the second half of their work day. Each break period shall be of fifteen (15) minutes duration and shall be taken at times designated by the employee's supervisor. Part-time employees will be allowed a fifteen (15) minute break during a shift of at least four (4) hours.

SECTION J.

Each employee shall be at his/her designated work place ready for work at his/her scheduled starting time, after his/her break periods, and after his/her lunch period.

SECTION K.

The Library reserves the right to establish and change work schedules as business conditions and available work require, subject to the terms of Article IX - Layoffs. The Library reserves the right to reduce the work week or the work day or to effect reductions in hours worked by combining layoffs and reductions in the work week or the work day.

ARTICLE XV – WAGES

SECTION A.

1. Two year contract agreement – July 1, 2013 through June 30, 2015
2. 1st year 0% wage increase effective July 1, 2013 through June 30, 2014.
3. 2nd year wage re-opener only. For the duration of this contract, in the event that any wage increases are being considered for Public Libraries of Saginaw employees, both parties agree to meet to discuss wage increases.

SECTION B.

COMPENSATION – July 1, 2013 through June 30, 2014

CLASS I		CLASS II	
<u>STEP</u>	<u>HOURLY RATE</u>	<u>STEP</u>	<u>HOURLY RATE</u>
1	13.73	1	12.88
2	14.75	2	13.86
3	15.22	3	14.30
4	15.66	4	14.75
5	16.09	5	15.22
6	16.54	6	15.72
7	16.99	7	16.09
8	17.40	8	16.54
9	17.86	9	16.99
10	18.30	10	17.40
Lngv 11-15 (6%)	19.40	Lngv 11-15 (6%)	18.44
Lngv 16-20 (8%)	19.76	Lngv 16-20 (8%)	18.79
Lngv 21-25 (10%)	20.13	Lngv 21-25 (10%)	19.14
Lngv 26 & Up (12%)	20.50	Lngv 26 & Up (12%)	19.49

	CLASS III		CLASS IV	
<u>STEP</u>	<u>HOURLY RATE</u>		<u>STEP</u>	<u>HOURLY RATE</u>
1	12.15		1	11.40
2	13.10		2	12.32
3	13.54		3	12.80
4	14.02		4	13.25
5	14.45		5	13.69
6	14.88		6	14.10
7	15.34		7	14.57
8	15.78		8	15.00
9	16.22		9	15.44
10	16.63		10	15.89
Lngv 11-15 (6%)	17.63		Lngv 11-15 (6%)	16.85
Lngv 16-20 (8%)	17.96		Lngv 16-20 (8%)	17.16
Lngv 21-25 (10%)	18.29		Lngv 21-25 (10%)	17.48
Lngv 26 & Up (12%)	18.63		Lngv 26 & Up (12%)	17.80

SECTION D.

The following Administrative Procedures are in effect for Sunday work schedules for SEIU employees at the Public Libraries of Saginaw.

1. Clerical staff of the Public Libraries of Saginaw may be required to work up to three (3) Sundays during a fiscal year. For every four (4) hours of work on these days, they will receive six (6) hours of compensatory time, or four (4) hours at one and one-half time pay at the employee's request. Employees must punch in and out on a time card to receive pay for Sundays.
2. Staff who choose to be considered for additional Sunday work following their required three (3) Sundays may do so at the the same rate of compensation as stated above.
3. Staff, when and if needed, can be required to work more than three (3) Sundays a year when deemed necessary by the Director. When this occurs, clerical staff will have the same option as noted above in paragraph #2, i.e. they may choose compensatory time off or pay for hours worked.
4. The Public Libraries of Saginaw reserves the right to change Sunday compensation to simple one and one-half time pay for all staff and eliminate the use of compensatory time with notice to the Union.

ARTICLE XVI - LONGEVITY

SECTION A.

Employees currently receiving longevity payments based upon seniority according to the following schedule will have their pay frozen at their current levels:

1. Eleven (11) Years Through Fifteen (15) Years
6% of maximum salary per year
2. Sixteen (16) Years Through Twenty (20) Years
8% of maximum salary per year
3. Twenty-One (21) Years Through 25
10% of maximum salary per year
4. Twenty-Six (26) Years and over
12% of maximum salary per year

SECTION B.

Staff not currently in the longevity pay range, currently years 1-10, will not receive longevity pay.

SECTION C.

New hires after July 1, 2011 will not be eligible for longevity pay.

ARTICLE XVII - HOLIDAYS

SECTION A.

All regular, permanent, seniority employees who are employed on a year-round basis (i.e. fifty-two (52) weeks) will receive holiday pay calculated at the rate of their regular straight time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below, provided the employee worked the last-scheduled working day prior to and the next-scheduled work day after such holiday, as provided in Section C of this Article:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. July 4th
5. Saturday before Labor Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Eve
9. Christmas Day
10. Employee's Birthday
11. Martin Luther King Day

SECTION B.

When any of the above enumerated holidays falls on a Saturday, the holiday is observed on that Saturday. Those employees not scheduled to work on a Saturday holiday (for example, those that work Monday through Friday) will receive compensatory time off with pay during the current or following pay period. When any of the above-enumerated holidays fall on a Sunday, the following Monday shall be observed as the holiday. In the event a holiday falls on an employee's regularly scheduled day off, the employee will be scheduled for a day off at another time during the current or following pay period.

SECTION C.

The following rules shall govern the payment of holiday pay:

1. Employees must work the scheduled work day prior to and the scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is mutually agreed to.
2. The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday. In the event a holiday falls on an employee's regular day off (on Monday through Saturday), the employee will be scheduled for a day off at another time during the current or following pay period.

SECTION D.

An employee who is scheduled to work on any holiday as set forth above, and does not work said day, shall receive no holiday pay for such day. Employees will be paid time and one-half (1-1/2) their regular straight-time rate for all authorized hours worked on a holiday. However, no overtime premium shall be paid twice for the same time worked.

ARTICLE XVIII - VACATIONS

SECTION A.

All regular, permanent, seniority employees who are employed on a year-round basis (i.e. fifty-two (52) weeks) will earn vacation leave with pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the calendar year (July 1st through June 30th inclusive) prior to the calendar year in which the vacation leave with pay is to be taken.
2. Vacation leave with pay may not be taken until earned, however, the Library Director may, in exceptional circumstances, grant an exception to this requirement.

3. Eligible employees will earn vacation leave with pay on and after July 1st in accordance with the following schedule:
 - a. Full-time employees shall earn on and after July 1st, one and two-thirds (1-2/3) working days of vacation for each full calendar month worked, up to a maximum of twenty (20) working days. Part-time employees will earn vacation days on a pro-rata basis according to the number of hours they are regularly scheduled to work up to a maximum of 15 days for 3/4 time employees and 7.5 days for 3/8 time employees.
 - b. On July 1st, the employee will be credited with the number of days earned in the preceding calendar year (i.e. the preceding July 1st through June 30th inclusive).
 - c. An eligible employee must receive pay for eighty (80%) percent of the scheduled work time within a given calendar month to earn vacation credit under the above schedule.
4. The vacation year for all employees is from July 1st through June 30th inclusive. All vacation leave with pay earned in the preceding year (July 1st through June 30th inclusive) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Director of Libraries in writing, provided that employees may accumulate and carryover from year to year five (5) days of vacation credit.
5. Paid holidays (as set forth in Article XVII) falling within a scheduled vacation period will not be charged against the earned vacation time.
6. Vacations will be scheduled by the Library Director, in keeping with the following conditions:
 - a. Prior to May 1 of each year, employees will submit a vacation request on a form as provided by the Administration.
 - b. During the time period following the submission of the vacation request form and up until a date thirty (30) calendar days prior to the requested vacation period, employees may request changes in the originally submitted form in the event of changed or unforeseen circumstances, and such changes shall, under normal circumstances be granted, provided, however, the change(s) does not interfere with the efficient operation of the Library System.

- c. As of the time period effective thirty (30) calendar days prior to the requested vacation period, changes in said request form shall only be granted by the Administration in extreme and unusual circumstances.
 - d. When conflicts in scheduling arise, preference will be given to the employee with the most seniority.
 - e. The Library reserves the right to cancel an employee's scheduled vacation period when the efficient operation of the Library System so requires.
7. An employee who voluntarily resigns will be paid for all earned vacation leave with pay if the employee gives the Library at least two (2) weeks advance written notice of resignation.

SECTION B.

A vacation may be waived by an employee and extra pay received for work during that period only upon written permission from the Library Director. The Library reserves the right to require an employee to waive earned vacation time and pay additional salary for work during that period or to re-schedule the vacation when the efficient operation of the library system so requires.

SECTION C.

Vacation leave with pay will be paid at the employee's regular base straight-time rate of pay.

SECTION D.

An employee must work his/her scheduled day prior to and his/her scheduled day following the vacation, or submit a physician's certificate of illness, for payment of said day(s). In such event, the Library may, at its discretion, require that employees must submit to physical and medical tests by a Library-appointed doctor, provided, however, that the Library will pay the costs of such tests and examinations.

ARTICLE XIX - SICK LEAVE

SECTION A.

All regular, permanent, seniority employees will earn and be credited with one (1) work day of sick leave credit for each complete month of service. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period. An eligible employee must receive pay for eighty

percent (80%) of the scheduled work time within a calendar month to earn sick leave credit under this schedule.

SECTION B.

Sick leave shall not be taken by an employee at his/her discretion, but shall be allowed only in case of necessity as follows:

1. Due to personal illness or physical incapacity.
2. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one (1) year. The term "immediate family" as used in this Section shall mean spouse, parents, grandparents, children, brothers or sisters of the employee, domestic partner, or other relative residing in the employee's household. The Library may in cases of unique and exceptional circumstances, allow an employee to utilize additional accrued sick leave for the purposes detailed in this sub-section, provided that the granting of any days more than the above-mentioned five (5) shall be at the sole discretion of the Director only.
3. One sick leave day per year may be used for a marriage or graduation of a member of the employee's immediate family or of the employee. For purposes of this Section, immediate family shall be considered to include the following: father, mother, son, daughter, brother, sister, husband, wife, grandparents, grandchildren, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle.
4. For the purposes of implementing the Family and Medical Leave Act, if an employee uses paid leave (vacation, sick or personal leave) under circumstances which would qualify as FMLA leave, said leave shall be counted against the employee's 12-week FMLA entitlement. If either the employee or the library designates leave as FMLA after leave has begun (e.g. when an employee requests an extension of paid leave with unpaid FMLA leave), the entire or some portion of the paid leave may be retroactively counted as FMLA leave, to the extent that the leave period qualified as FMLA leave.

SECTION C.

For purposes of computing sick leave pay, a work day shall be considered as one-fifth (1/5) of the number of working or duty hours in the established work week of each employee.

SECTION D.

In order to receive compensation while absent on sick leave, the employee must notify his/her immediate supervisor prior to or within

one (1) hour after the time set for beginning his/her daily duties or present an excuse acceptable to the Library.

SECTION E.

The Library may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken pursuant to this Article. The Library may, at its discretion, require that employees submit to medical tests, either physical or mental in nature, by a Library-appointed doctor whenever sick leave is taken pursuant to this Article, provided however, that the Library will pay the costs of such tests and examinations.

SECTION F.

No sick leave may be taken until earned, however, the Library Director may in exceptional circumstances, grant an exception to this requirement.

SECTION G.

Unused sick leave shall accrue and may be accumulated without limit.

SECTION H.

Employees who are on a leave of absence without pay or on a health leave will not earn or accumulate sick leave pursuant to this Article.

SECTION I.

The Library reserves the right to demote, suspend, transfer or dismiss an employee and/or to require an employee to take an involuntary sick leave or health leave of absence if the employee suffers from a disability, mental or physical, which, even with accommodation, would prevent the employee from performing her/his assigned duties as shown by medical evidence. This disability shall be deemed just cause for purposes of Article VII - Discharge and Discipline.

SECTION J.

Employees who are laid-off shall have available any unused sick leave previously earned effective at the time they are recalled.

SECTION K.

No compensation shall be received by an employee while on paid sick leave and/or any other type of leave if the employee engages in any type of outside activity which results in compensation to the employee unless Library permission for engaging in said activity which results in compensation shall have been received in advance, in writing. It is understood that, depending on the circumstances involved, said employee may also be subject to additional disciplinary action if he/she engages in any gainful activity while on paid sick leave or any other type of leave without express written Library permission.

SECTION L.

A doctor's slip may be required at the Library's option after six (6) incidents of three (3) or less days within twelve months of the first incident. Illnesses in excess of three (3) days shall require a doctor's slip before returning to work. Exceptions for the purpose of computing the six (6) incident rule are injury compensable under the Michigan Workers' Compensation Act and time lost due to an illness or injury requiring hospitalization. Furthermore this provision shall not apply until the individual employee has been put on notice that he/she must comply with this provision for subsequent use of personal sick leave. Said doctor's statement shall be at the employee's expense.

ARTICLE XX - PERSONAL LEAVE

SECTION A.

All regular, permanent, seniority employees shall be granted three (3) days of paid leave per year for urgent, necessary, legal, business, household or family matters which require absence during normal working hours. Application for personal leave will be made at least two (2) work days before taking such leave (except in the case of emergencies) and the application shall state the reason for taking such leave. Recreation, vacationing, and social matters are not considered proper uses of this Article.

SECTION B.

No leave may be taken unless approval is granted by the Library.

SECTION C.

A personal leave day may not be taken immediately preceding or following a holiday unless permission is applied for by the employee and granted by the Director. At the end of the fiscal year, unused Personal Business Days will be added to the employee's accumulated sick leave for possible future use in accordance with the sick leave policy as set forth in Article XIX - Sick Leave.

ARTICLE XXI - BEREAVEMENT LEAVE

In the case of death in the employee's immediate family, all employees shall be granted leave of absence with pay for the work days falling within the period between the time of the death and the day of the funeral, not to exceed three (3) days. "Immediate family" is defined as employee's spouse, child, brother, sister, parent, grandparents, grandchildren, step-parent, step-child, step-brother, step-sister or a relative residing in the same household. Two (2) days shall be granted for the employee's parent-in-law, brother-in-law, sister-in-law; aunts and uncles, including nieces, nephews and domestic partners (one who stands in the place of a spouse of significant other, and who resides in

the same household; such two-day bereavement leave shall be granted to attend the funeral if such funeral falls on a day the employee would otherwise be working.

ARTICLE XXII - LEAVES OF ABSENCE

SECTION A.

A personal leave of absence without pay and fringe benefits may be granted to seniority employees for up to three (3) months by the Library. A written request for such leave must be submitted to the Director or his/her designee for approval at least five (5) days prior to the start of the leave. Exceptions to the prior notice requirement shall be granted only in cases of extreme emergency. A further extension of up to three (3) months may be granted if a written request is filed with the Director or his/her designee at least 30 days prior to the expiration of the leave and approved in writing by the Director or his/her designee. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and be placed on the same step of the current salary schedule that was held at the start of the leave.

SECTION B.

1. Permission must be requested for any absence. In the event of an emergency, and if an employee has exhausted all possible contractually available time off from work, he/she may apply for a short-term leave of absence. Short-term is defined for purposes of this Article as three working days or less. Said leave will be unpaid but all other benefits will continue to accrue. Application for such leave must be made in writing on the request for leave form and must be returned to the employee's immediate supervisor and to the Director or his/her designee at least three days in advance of the requested leave time. The requirement that this request be in writing will apply in all cases except in those of extreme emergencies, in which case the employee, after securing verbal permission, will file a written request upon his/her return.
2. No short-term leave of absence request will be honored for the day immediately preceding a holiday(s) or a vacation day(s) or the day immediately following a holiday(s) or a vacation day(s), provided that the single allowed exception to this limitation on short-term leave of absence usage shall be in those instances in which an employee encounters an unforeseen, medical emergency situation. The Library reserves the right to have such emergency situation verified through written documentation, in a form acceptable to the Library.

SECTION C.

An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws of the United States.

SECTION D. MATERNITY/PATERNITY LEAVE

1. A seniority female employee who has completed the probationary period and satisfied the Family and Medical Leave Act (FMLA) requirements will be entitled to a maternity leave up to six months or length of seniority whichever is less.
2. The Library reserves the right to require a female employee to take a maternity leave if as a result of her pregnancy she is unable to satisfactorily perform her assigned duties.
3. Male employees who have completed their probationary period may request paternity leave prior to the birth of a child to assist his spouse or after a child is born, for a period up to six months or the length of his seniority whichever is less.
4. Requests for leaves under this Subsection D must be in writing and submitted to the Library at least five months before the expected birth of the child. Leaves shall commence at the time requested or as required by the Library.
5. Employees taking leaves under this Subsection D shall notify the Director in writing 30 days prior to returning to work or expiration of their leave.
6. The Library reserves the right to require a written statement from a physician certifying the fitness of the employee to perform assigned duties.
7. Upon return to work, the employee will be credited with any unused sick time held at the start of the leave and will be in the same position and current salary that the employee held prior to the start of the leave.

SECTION E.

A seniority employee who has completed the probationary period at the time the leave is to commence and who is unable to perform his/her assigned duties because of personal illness or disability shall, at the written recommendation of a physician, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability up to one (1) year or the length of his/her seniority, whichever is less. Employees may continue to keep their group health

coverage in effect for such periods of time as may be permissible under the contracts between the Library and the carrier by depositing with the Business Office the full amount of the premiums on or before the last day of work prior to the leave of absence. A written request for such leave must be submitted to the Director prior to the start of the leave. Within thirty (30) days prior to the expiration of the leave, the employee shall notify the Library in writing of his/her intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXVII, Section B., certifying the fitness of the employee to fulfill his/her duties. Upon return the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION F.

No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article, regardless of whether the leave was requested by the employee or required by the Library. An exception to this Section is the "short-term" leave as spelled out in Subsection B. above.

SECTION G.

All leaves shall be in writing and shall be signed by the Library and the employee receiving same. Employees on any leave must report for reassignment to work not later than the first working day following the expiration of their leave or present a reasonable excuse acceptable to the Library.

SECTION H.

An employee who obtained any employment while on any leave of absence shall be automatically terminated by the Library effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose.

SECTION I.

Upon expiration of an employee's leave he/she will be returned to work, provided there is available work, according to the following provisions:

1. Upon expiration of the leave, the employee will be returned to his/her former classification, if a position in such former classification is vacant and available and provided the employee possesses the necessary skills and abilities to perform said available work.
2. In the event vacancies do not exist in the employee's former classification or if the employee does not possess the necessary skills and abilities to perform the available work in his/her former classification, said employee will be placed in a position in a

lower paid classification, provided he/she can perform the available work, and he/she will be paid at that classification rate.

3. Should an employee, per the provisions of subsection 2. above, be placed in a lower-rated classification, he/she will be given preference in the event a vacancy should occur in his/her former classification, if said employee applies for such a vacancy; provided that no application of this procedure shall in any manner compel the Library to place any person in any position for which he/she cannot perform all the duties and meet all the requirements of the position. Said "preference" provision for a vacant position shall remain in effect for a period of two years following the employee's return to work following the expiration of his/her leave.

SECTION J.

A special leave of absence shall be granted to an employee for jury duty purposes, according to the following provisions:

1. An employee who is summoned and reports for jury duty, as prescribed by applicable law for each day on which he/she performs jury duty and on which he/she otherwise would have been scheduled to work for the Library, shall be paid the difference between what he/she receives from the Court as daily jury duty fees and what he/she would have earned from his/her employment with the Library on that day on the basis of the number of hours the employee was scheduled to work at his/her regular rate of pay.
2. The employee must present to the immediate supervisor a written proper notice of said jury duty involvement as far in advance as possible.
3. It is understood and agreed that employees shall be required to report for work on any and all days and at all hours when they are not sitting as a juror.
4. To be eligible for jury duty pay differential, an employee must furnish the Library with a written statement from the appropriate public official listing the amount and the dates on which they received pay for jury duty.
5. The Library's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

SECTION K.

1. It is understood and agreed between the parties that certain contractual allowances may be made in order to accommodate state and/or federal legislation and implementation provisions of the Family and Medical Leave Act (PL-103-3).
2. In the event that it is required that provisions of the Family and Medical Leave Act are to be implemented, and provided further that said Family and Medical Leave Act Provisions are in conflict with provisions of the collective bargaining agreement between SEIU and the Public Libraries of Saginaw, the Administration agrees to meet with representatives of SEIU prior to said implementation, so as to inform the Union regarding the contractual allowances to be made.
3. It is agreed that following are examples of implementation procedures which will govern the Administration in this regard:
 - a. Leaves granted under Article XXII will be counted against an employee's annual Family and Medical Leave entitlement.
 - b. The language of Section A., b. of Article XXII shall not be applicable, regarding the discretionary rights of the Library (Administration) if such a discretionary decision is in conflict with the provision of the Family Medical Leave Act;
 - c. The language of Sections A., D., and Sections E., and F., of Article XXII shall not be applicable, regarding the non-provision of fringe benefits to eligible employees on any leave of absence, if said leave is granted to an employee as a "Family and Medical Leave Act qualifying leave of absence." It is understood that all such premiums paid by the Library may be recovered while an employee was on an unpaid Family Medical Leave of Absence, per the applicable provision of the Family Medical Leave Act.
 - d. Notwithstanding the language of Article XXII, Section I., an employee returning to work from a Family Medical Leave Act leave will be restored to the position which he/she left, or to an equivalent position with equivalent pay.
 - e. Notwithstanding the language of Article XXII, Section D., an employee requesting a leave of absence, under the auspices of Article XXII, Section D., which is a qualifying Family Medical Leave Act leave, shall provide notice to the Library, according to the notice requirements of the Family Medical Leave Act.

ARTICLE XXIII - INSURANCE

SECTION A.

Eligible members will be covered by Blue Cross Blue Shleld Simply Blue 1500 with the following specifications:

Deductibles:

\$1500 for single coverage

\$3000 for two person and family coverage

Co-Insurance:

20% after the deductible has been met to a maximum co-insurance of \$2500 for a single and \$5000 for two persons or a family

Co-Payments:

\$40 office visit co-pay, a \$60 co-pay for specialists and urgent care visits

\$250 ER

Prescription drugs will be \$10 for generic brands, \$40 for preferred brand names and

\$80 for non-preferred brand names drugs.

SECTION B.

Employee must be regularly scheduled to work at least thirty (30) hours per week to be eligible for medical, hospitalization, dental and vision benefits as set forth in this Article.

SECTION C.

Probationary employees who have no health insurance coverage may sign up for the Library provided hospitallization plan, but will have the amount of the premium deducted from their checks until they complete the probationary period and become eligible under Section F.

SECTION D.

Employees who choose not to participate in the Library paid Group Health Insurance Program in Section A. of this article shall be eligible to receive \$1,300 under the terms and conditions outlined in this section for each year they opt out of Library paid medical coverage.

1. Each employee who declines Library paid medical insurance shall be eligible to receive \$1,300 for each year of the contract in bi-weekly payments of \$50.00.

2. In order to be eligible to receive the cash payments in lieu of medical insurance, the employee must notify the Business Office no less than ten (10) days prior to the date the monthly premium is due, and complete the necessary forms. If an employee waives medical coverage for less than a full fiscal year, he/she shall be eligible for the pro-rated amount of \$50.00 per pay during the time Library-paid medical insurance is not in force.
3. An employee participating in the cash in lieu of medical insurance plan who loses medical coverage during the year may notify the Business Office of their need to obtain Library paid medical coverage. At that time the employee may sign up for medical insurance and will no longer be eligible for the balance of cash in lieu of medical that they had been scheduled to receive.

SECTION E.

The Library will, for the duration of this Agreement, pay the premiums to provide twenty-five thousand and 00/100 (25,000) dollars term life insurance for full-time seniority employees, subject to the terms and conditions in the policy in effect between the Library and the carrier. Part-time employees will be provided fifteen thousand and 00/100 (15,000) dollars coverage. The Library shall have the right to select the carrier or change carriers.

SECTION F.

1. An eligible employee shall become insured on the first of the month following the completion of the probationary period, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.
2. A newly-employed unit member who is eligible for enrollment in the Library's medical-hospitalization insurance program must elect to be covered, by filling out the necessary forms in the Business Office, within thirty (30) calendar days from his or her effective date of eligibility. After this thirty (30) day period, an employee eligible for enrollment may enroll in the program at any open enrollment period established by the Library and/or the carrier.

SECTION G.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or the day he goes on any leave of absence without pay or is laid off, provided that those employees who go on any leave of absence without pay may keep their group coverage in effect for such periods of time as may be permissible under the contracts between the Library and the carrier by

depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence.

SECTION H.

Eligibility, coverage, and benefits under all the insurance plans in this Article are subject to the terms and conditions including any waiting periods or other time limits contained in the contracts between the Library and the carrier. Any rebates or refunds on premiums paid by the Library shall accrue to the Library. No matter contained in this Article shall be subject to the Grievance Procedure, except the fulfillment of the specific obligations undertaken by the Library.

SECTION I.

1. The Library agrees to pay the premiums to provide:
 1. Class 1 (preventative care) dental benefit levels to 100%
 2. Class II (restorative services) to 80% up to a maximum of \$1000 benefits payable per member per year in total.
 3. Class III (prosthodontic care) at 50% of the approved amount.
 4. Class IV (orthodontic care) are covered at 50% of the approved amount to a lifetime maximum of \$1000 in payable benefits eligible members under the age of 19.
2. Effective July 1, 2002, the Library agrees to pay the premiums to provide vision care coverage under the Blue Vision/VSP 12/12/12 benefit plan which provides for annual exams, lenses and frames per the insurance contract.
3. The Library reserves the right to select the provider of dental and vision insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits (including bidding such benefits).
4. It is further understood that the Library, by payment of the premium payments required to provide the coverage set forth herein, shall be relieved from all liability with respect to the benefits provided by the aforementioned insurance coverage.

SECTION J.

It shall be the responsibility of the employee to inform the Library of his/her desire for coverage or of any change in his/her status that may affect his/her insurance coverage.

SECTION K.

Where more than one member of the same family, i.e. husband, wife, or unmarried children are employed by the Library and are eligible employees, the Library may specify whether both or all shall enroll as individuals or whether one shall enroll for Family Coverage and list the other or others, provided that all such members of the family shall have at all times the coverage to which they are entitled by virtue of the employment status of any member of the family.

SECTION L.

Those eligible seniority, full-time employees who do not elect to carry Library-paid dental insurance under Section I. of this Article shall be eligible for an extra amount of \$5,000 in group term life insurance, subject to the terms and conditions in the policy in effect between the Library and the carrier provided that eligible unit employees must have informed the Business Office of their desire for such coverage at the time dental insurance is declined.

SECTION M.

In regards to the health insurance benefits provided herein, the Library reserves the right to select the provider, to change providers, to become self-insured, and/or to determine the method of providing the negotiated benefits, (including bidding such benefits), the negotiated benefits to be generally comparable to the Blue Cross-Blue Shield PPO Plan contained herein, or as otherwise mutually agreed on by the parties. It is understood that the Library may implement a revised and/or alternate medical insurance program, per its options herein, at any time provided however, that the Union shall be notified in advance.

SECTION N.

1. A committee consisting of up to three (3) representatives of the SEIU and up to three (3) representatives of the Library shall be formed to study the possible implementation of cost containment measures in the area of group health insurance. Measures to be reviewed will specifically include, but not be limited to, employee co-pays and deductibles and alternate plans including a Preferred Provider Organization.
2. Should the parties so mutually agree, the provisions of Section A., may be modified so as to reflect appropriate cost containment measures.

SECTION O.

Employees shall have the option to contribute portions of their salary including any amounts received as cash in lieu of medical insurance to a Medical Care Reimbursement or Child Care Reimbursement Account. Any contributions shall be subject to plan and IRS rules and

regulations. Contributions will be through bi-weekly payroll deduction. Employees must enroll in the program during the open enrollment period (currently in June) by completing any necessary forms through the Library Business Office. Upon completion of probation, new employees shall have the option to enroll any time during the year, but must do so within thirty (30) days of completing probation.

SECTION P.

Employees may also choose to contribute to Tax Deferred Compensation (457) Plans as established by the Library. Subject to IRS regulations, employees may contribute regular salary or cash in lieu amounts at their option. Contributions will be through bi-weekly payroll deduction. Upon completion of probation, new employees shall have the option to enroll in a plan as established by the Library. Existing employees may enroll with the plan carrier at any time during the year. Enrollment and payroll deduction forms must be received by the Business Office at least seven (7) days prior to the pay period ending date in which the deduction is to begin.

SECTION Q.

From time to time, the Library may make available other optional benefits in which non-probationary employees may enroll. The establishment of any additional voluntary benefit plan does not obligate the Library in any way to continue such a plan if it decides to discontinue it.

ARTICLE XXIV - EDUCATIONAL DEVELOPMENT

In order to assist full-time employees in the advancement of their job skills, the Library will make the following options available:

SECTION A.

Under this option an employee may take work-related courses or courses toward earning an associates or bachelors degree and be reimbursed for tuition cost upon successful completion of courses. To be considered for reimbursement the employee must present evidence of successful completion of the course (grade of "C" or better for undergraduate courses and "B" or better for graduate courses) and a receipt indicating actual employee payment for the course. Payment will not be made for courses for which the employee has not paid, such as in the case of a Pell grant or similar tuition assistance. The maximum for which an employee may be reimbursed in a fiscal year is \$500.00.

SECTION B.

If courses as identified under Section A. above are only available during working hours, an employee may be excused from work for a maximum of four (4) hours a week with pay not to exceed \$500.00 for

the purpose of taking such courses. No tuition refund will be paid for courses taken under Section B. of this provision because the excused absence from work is an alternative to tuition refund.

SECTION C.

Hours spent for educational purposes shall not be considered as hours worked for calculating compensatory time off or overtime while enrolled under either option. Courses taken under the Educational Development provisions must be requested in writing in advance and have prior written approval of the supervisor and Director. Such written request must contain a complete statement of the employee's educational objective in taking such course(s) and indicate its relevancy to the employee's job. Reimbursement for Educational Development is always contingent upon budgetary constraints and Library scheduling.

ARTICLE XXV - RETIREMENT

SECTION A.

Payment for accumulated sick leave will be made only on the following basis:

1. If an employee has completed ten (10) or more years of service in the Public Libraries of Saginaw, he/she will be paid for one-half (1/2) of all accumulated, unused sick days up to maximum of ninety (90) days at the rate of one-half (1/2) of his/her current hourly rate (regular classification rate), if the employee is terminated by:
 - a. Voluntary retirement under the provisions of the State Retirement Act.
 - b. Forced retirement prior to regular retirement age, due to sickness, accident, or for health reasons.
 - c. Death while in the employ of the Library.

SECTION B.

All employees hired prior to August 10, 1994 will continue to be covered by the Michigan Public School Employees' Retirement System (MPSERS) under the terms and conditions as set forth by MPSERS.

SECTION C.

All full-time employees hired after August 10, 1994 will be covered by the Municipal Employees' Retirement System under Benefit Program C-1 New, E-2, FAC-3, F50 (30) with an employee contribution of four (4%) percent.

ARTICLE XXVI - CONDITIONS OF WORK

SECTION A.

The Library agrees to provide adequate parking facilities for employees as finances permit.

SECTION B.

In the event a library facility is closed by the Director because of hazardous weather conditions or other building conditions, the following regulations will govern seniority employees:

1. The closing of one or more buildings, but not the entire system:
 - a. Employees will be expected to report for work at their normal starting time and at their normal work site and to remain on duty throughout the day unless specifically informed to the contrary.
 - b. Should employees be informed otherwise, they shall be expected to report for work at an alternate work site and/or position as designated by administrative officials.
 - c. Should employees affected not be contacted by management officials as to an alternate work site and/or position, then the employees shall report to the Hoyt Library building for reassignment at their normal starting time.
2. If employees are informed the entire library system is closed because of hazardous weather or other conditions, they will not be expected to report for work unless specifically notified.
 - a. In the event work is dismissed after the scheduled beginning of the work day, only those employees scheduled for work and actually reporting will be excused from work for the remainder of the day without a pay deduction.
 - b. In the event unit employees are unable to report for work at their normal starting time because of inclement weather conditions or other building conditions, and if said conditions are such that bargaining unit employees are expected to report, then these affected employees will be subject to the following conditions:
 - 1) Employees reporting within two hours of their normal starting time will be expected to make up any lost

time by arrangement with their immediate supervisor.

- 2) Employees reporting more than two hours late or not reporting at all shall have pay deducted for that day(s), either totally or in part except that no deduct will occur if the employee elects to be paid for the lost time through utilization of accrued sick leave, vacation time, or personal leave time. Employees who have no such contractually-allowed day(s) available will suffer a pay deduct under these circumstances. It is understood that no advance utilization of these contractually-allowed days will be allowed in these instances.
3. It is understood that in instances where extremely hazardous conditions exist and employees are specifically informed not to report to work at all, seniority employees will be paid their normal hourly rate of pay for that day provided they are scheduled to work that date.

SECTION C.

Under no circumstances will employees be required to work as the sole occupant of a building during hours the Library is open to the public. Every endeavor will be made to correlate the hours of employment of unit and other personnel in the building.

SECTION D.

There should be at least two staff members in a building at all times it is open to the public. If substitutes are unavailable to fill in, the Business Office should be notified. If the Business Office is closed, the Reference Department at Hoyt Main Library should be notified. The Business Office or Reference Department staff will be responsible for locating additional staffing, either from Hoyt or from one of the other branch libraries. If no additional staffing is available, the Branch Head or designee will confer with the Director or Business Office to determine whether or not the branch should close.

SECTION E.

Any case of employment-related assault upon an employee during working hours or arising out of an employment situation shall be immediately reported to the Director or his/her designee. The Library will render reasonable assistance to the employee in connection with handling of the incident by law enforcement and/or legal authorities. The Library may provide legal counsel at the discretion of the Director.

SECTION F.

Damage to personal belongings due to any case of employment-related assault upon an employee during working hours that arises out of and in the course of employment may be reimbursed by the Library up to a maximum of two hundred (\$200.00) dollars.

SECTION G.

Whenever an employee is absent from work as a result of a personal injury caused by any case of employment-related assault upon an employee and not perpetrated by said employee during working hours that arises out of and in the course of employment, she/he will be paid for his/her full salary (less the amount of any Workmen's Compensation paid for temporary disability due to said injury) for the period of such absence not to exceed ten (10) months, and no part of such absence will be charged to his/her annual or accumulated sick leave. The Library may, at its option, require a confirming statement from a medical doctor relative to the duration of such absence from work. As soon as the employee is able to return to work, she/he shall be restored to his/her previous position, if available, or one of equivalent salary.

SECTION H.

Each year, up to three (3) working days in total may be utilized by the Union so that no more than two (2) designated Library representatives may attend job-related workshops as mutually agreed upon. Permission to attend such workshops must be secured from the Director in advance. The representatives utilizing these days must be Library employees. They will suffer no loss in pay and will be compensated for expenses as deemed necessary by the Library and in accordance with the Policies and Procedures of the Public Libraries of Saginaw.

SECTION I.

The Library and the Union agree that it is in the public interest for employees to maintain and improve their professional qualifications. To promote this objective, it is agreed that the Library may, in its sole discretion, select any training program session, or meeting which it finds suitable. When so directed by the Library, employees shall participate in all training programs, sessions, or meetings selected by the Library. In the event the training programs, sessions, or meetings are scheduled outside an employee's normal working hours, he/she will be given either compensatory time off or be paid for such hours.

SECTION J.

Union representatives may be allowed up to three (3) working days per year to devote to local Union business. Permission to utilize such days shall normally be obtained at least twenty-four hours in advance, both from the employee's immediate supervisor and from the Director

or his/her designee, unless an emergency arises. It is understood that such times shall normally be used in one-quarter or one-half day blocks. The Union's right of access to Library employees during the employee's working hours shall be limited to the employee's meal period and coffee breaks. Upon the approval of the Director or supervisor of the building in which an employee works, a Union representative may be permitted to meet with Library employees during working hours.

SECTION K.

There shall be two (2) members elected from the membership on the negotiating team, along with other persons designated by the Union. The team shall not exceed four (4) members, two (2) library employees and two (2) union representatives not employed by the library.

The employer shall pay for lost time away from the job for two (2) members on the team. This lost time shall be only that that is spent during direct negotiations with library administration.

SECTION L:

Employees working on Friday and Saturday will be allowed to wear jeans or blue jean skirts as Public Libraries of Saginaw casual wear days.

ARTICLE XXVII - GENERAL

SECTION A.

Copies of this agreement shall be duplicated at the expense of the Library and distributed to bargaining unit employees employed by the Library or employed during the duration of this agreement.

SECTION B.

The Library may, at its discretion, require that employees submit to physical and medical tests and examinations by a Library-appointed doctor when such tests and examinations are considered to be of value to the Library in maintaining a capable work force, employee health and safety, etc., provided, however, that the Library will pay the cost of such tests and examinations. If such tests and examinations are scheduled outside the employee's normal work hours, he/she will be paid his/her normal hourly rate for such time.

SECTION C.

The Library may, at its discretion, require that employees provide written authorization to the Library to obtain specific and detailed medical data from the employee's doctor or hospital for any illness or injury which has resulted in lost work time.

SECTION D.

The parties will, at least sixty (60) days prior to the expiration of the Agreement, begin negotiations, under the conditions as will be mutually agreed upon, for a new agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.

SECTION E.

In the event an employee drives his/her own car pursuant to a request by his/her supervisor for work-related activities, he/she will be paid the current mileage allowance. To be eligible for such payment, the employee must submit to the Library by the tenth (10th) of each month, in a form acceptable to the Library, a report explaining the mileage for which payment is claimed in the preceding calendar month.

SECTION F.

It will be the responsibility of the employee to give the Library at least two weeks notice before the effective date of his/her termination, except in unusual circumstances. In any case, an employee must, under all circumstances, fill out the required termination forms. Failure to fill out the termination forms will mean a forfeiture of any accrued vacation, holiday, or other benefits.

ARTICLE XXVIII - WAIVER CLAUSE

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 such right and opportunity are set forth in this Agreement. Therefore, the Library and the Union, 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 referred to or covered by this Agreement and 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 and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXIX - SEPARABILITY AND SAVING CLAUSE

If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any

Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

ARTICLE XXX - ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged practices, between the Library and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Beginning July 1, 2006, in the event the Library should unexpectedly experience a financial situation that would have a serious economic impact upon the operation of the Library, the Library may request this agreement be reopened for the purposes of negotiating changes in the economic provisions of the agreement. Examples could include loss of revenue due to legislative changes at any level of government or expenses related to catastrophic losses. The Union will be notified of the financial concerns of the Library as soon as possible so negotiations can commence at the earliest possible date.

ARTICLE XXXI - TERMINATION

SECTION A.

In consideration of a two year agreement the Library agrees to an effective date of June 1, 2014, to reopen the collective bargaining agreement for discussion health insurance and wages only. This Agreement shall be in full force and effect up to and including June 30, 2015.

SECTION B.

This Agreement shall continue in effect for successive two (2) year periods after June 30, 2014, The parties seeking to open the collective bargaining agreement for wages and Health Insurance only must do so in accordance with the provision of XXXI – TERMINATION and XXIII- Insurance section A. Unless notice is given in writing by either the Union or the Library to the other party at least sixty (60) days prior to June 30, 2014 or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. If such notice is given, this Agreement shall be open to modifications, amendment, or termination as such notice may indicate on July 1, 2014, or the subsequent anniversary date, as the case may be. In the event that one of the parties gives at least the sixty (60) day notice to modify or amend, as set forth above, either party may give subsequent notice to terminate on or after June 30, 2015, or the subsequent anniversary

date, as the case may be, by giving the other party a ten (10) day notice in writing. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

SECTION C.

If any negotiations described in Section B. above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION D.

IN WITNESS WHEREOF, the Union and the Library have caused this Agreement to be executed in their names by their duly-authorized representatives on this 1st day of MAY, 2013.

PUBLIC LIBRARIES OF
SAGINAW

By: Tina M. Guthrie
President, Library Board

By: Trish Burns
Library Director

By: Trish DeWitt
Human Resources Manager

SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 517M

By: Barbara Blackmon
Bargaining Representative

By: Lorrie Brown
Union Steward

By: Debrah Brown
Union Steward

Client: Public Libraries



Simply BlueSM PPO – Plan 1500 Medical Coverage

Benefits-at-a-Glance - w/SB-TCP-\$40

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, copay and/or 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.

Note: To be eligible for coverage, the following services require your provider to obtain approval before they are provided – select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

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 disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

In-network

Out-of-network *

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

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

	In-network	Out-of-network *
Deductibles	\$1,500 for one member, \$3,000 for the family (when two or more members are covered under your contract) each calendar year	\$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$40 copay for office visits with 'non-specialist' provider • \$80 copay for office visits with 'specialist' provider • \$60 copay for urgent care visits • \$250 copay for emergency room visit 	\$250 copay for emergency room visit
Coinsurance amounts Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse coinsurance amounts.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse coinsurance amounts.
Annual coinsurance dollar maximums – applies to coinsurance amounts for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing coinsurance amounts Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment coinsurance amounts do not contribute to the coinsurance maximum.	\$2,500 for one member, \$5,000 for two or more members each calendar year	\$5,000 for one member, \$10,000 for two or more members each calendar year Note: Out-of-network coinsurance amounts also apply toward the in-network maximum.
Lifetime dollar maximum	None	

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

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

In-network

Out-of-network *

Preventive care services

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	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year	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)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 6 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	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a 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	60% after out-of-network deductible

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

In-network

Out-of-network *

Physician office services

Office visits with a "non-specialist" provider – must be medically necessary	<p>\$40 copay per office visit</p> <p>Note: Simply Blue applies deductible and coinsurance to office visit services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	60% after out-of-network deductible
Office visits with a "specialist" provider – must be medically necessary	<p>\$60 copay per office visit</p> <p>Note: Simply Blue applies deductible and coinsurance to office visit services. Services include diagnostic (including complex), therapeutic and surgery. An office visit copay still applies to the exam.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	60% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations with a "non-specialist" provider – must be medically necessary	<p>\$40 copay per office visit</p> <p>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.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	60% after out-of-network deductible
Office consultations with a "specialist" provider – must be medically necessary	<p>\$60 copay per office visit</p> <p>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.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	60% after out-of-network deductible

Urgent care visits

Urgent care visits	<p>\$60 copay per office visit</p> <p>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.</p> <p>Cost-sharing may not apply if preventive or immunization services are performed during the office visit.</p>	60% after out-of-network deductible
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* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Emergency medical care

Hospital emergency room	\$250 copay per visit (copay waived if admitted)	\$250 copay per visit (copay waived if admitted)
Ambulance services – must be medically necessary	80% after in-network deductible	80% after in-network deductible

Diagnostic services

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

Maternity services provided by a physician

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

Hospital care

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

Alternatives to hospital care

Skilled nursing care – must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice	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 and provided by a participating home health care agency	80% after in-network deductible	80% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	80% after in-network deductible	80% after in-network deductible

Surgical services

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

Human organ transplants

Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

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

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

Note: If your employer has 50 or fewer employees (all employees, not just eligible employees), covered mental health and substance abuse services are subject to the following coinsurance amounts. Mental health and substance abuse coinsurance amounts are not limited to a coinsurance maximum.

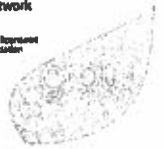
Inpatient mental health care	50% after in-network deductible	50% after out-of-network deductible
	Limited to a maximum of 60 days per member per calendar year	
Inpatient substance abuse treatment	50% after in-network deductible	50% after out-of-network deductible
	Limited to a maximum of 60 days per member per calendar year	
Outpatient mental health care: • Facility and clinic	50% after in-network deductible	50% after in-network deductible, in participating facilities only
	50% after in-network deductible	50% after out-of-network deductible
	Limited to a maximum of 50 visits per member per calendar year with a lifetime maximum of 120 visits	
Outpatient substance abuse treatment – in approved facilities only	50% after in-network deductible	50% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Note: If your group is self-funded, check with your group or check your plan documents to see if the following autism benefits are available to you.

Applied behavioral analyses (ABA) treatment in a BCBSM-approved autism evaluation center (AAEC) – limited to an annual maximum of \$50,000 per member, through age 18 (limits may be waived on an individual consideration basis) Note: ABA and AAEC services are not available outside of Michigan.	80% after in-network deductible	80% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder – through age 18	80% after in-network deductible	60% after out-of-network deductible
Other covered services, including mental health services, for Autism Spectrum Disorder	80% after in-network deductible	60% after out-of-network deductible

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

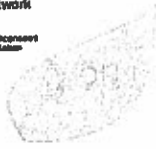


In-network

Out-of-network *

Mental health care and substance abuse treatment

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



In-network

Out-of-network *

Other covered services

<p>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 a network provider. For a list of covered DME items required under PPACA, call BCBSM or visit, www.healthcare.gov/news/factsheets/2010/07/preventive-services-list.html.</p>	<p>80% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training</p>	<p>60% after out-of-network deductible</p>
<p>Allergy testing and therapy</p>	<p>80% after in-network deductible</p>	<p>60% after out-of-network deductible</p>
<p>Chiropractic spinal manipulation and osteopathic manipulative therapy</p>	<p>\$40 copay per office 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.</p>	<p>60% after out-of-network deductible</p>
<p>Outpatient physical, speech and occupational therapy -- provided for rehabilitation</p>	<p>80% after in-network deductible</p>	<p>60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.</p>
<p>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 a network provider.</p>	<p>80% after in-network deductible</p>	<p>80% after in-network deductible</p>
<p>Prosthetic and orthotic appliances</p>	<p>80% after in-network deductible</p>	<p>80% after in-network deductible</p>
<p>Private duty nursing</p>	<p>50% after in-network deductible</p>	<p>50% after in-network deductible</p>
<p>Prescription drugs</p>	<p>Not covered</p>	<p>Not covered</p>

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

Client: Public Libraries

Blue Preferred[®] Rx Prescription Drug Coverage with \$10 Generic / \$40 Formulary (Preferred) Brand / \$80 Nonformulary (Nonpreferred) Brand Triple-Tier Copay Open Formulary 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, copay and /or 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 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 Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under *I am a Member*. 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 initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

Member's responsibility (copays)

		90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 30-day period	\$10 copay	\$10 copay	\$10 copay	\$10 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$20 copay	No coverage	No coverage
	84 to 90-day period	\$20 copay	\$20 copay	No coverage	No coverage
Tier 2 – Formulary (preferred) brand-name drugs	1 to 30-day period	\$40 copay	\$40 copay	\$40 copay	\$40 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$80 copay	No coverage	No coverage
	84 to 90-day period	\$80 copay	\$80 copay	No coverage	No coverage
Tier 3 – Nonformulary (nonpreferred) brand-name drugs	1 to 30-day period	\$80 copay	\$80 copay	\$80 copay	\$80 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$160 copay	No coverage	No coverage [®]
	84 to 90-day period	\$160 copay	\$160 copay	No coverage	No coverage [®]

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

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

Covered services

	90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
FDA-approved generic prescription contraceptive medication (non-self-administered drugs and devices are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount less plan copay
FDA-approved brand name prescription contraceptive medication (non-self-administered drugs and devices are not covered)	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

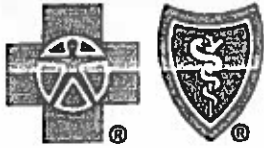
* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM Custom Formulary	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> ▪ 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, making them the most cost-effective option for the treatment. ▪ Tier 2 (preferred brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay. ▪ 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 for these drugs.
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) 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 prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at bcbsm.com. Log in under <i>I am a Member</i> and click on <i>Prescription Drugs</i>.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by a 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 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.</p> <p>Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>



<p>Drug interchange and generic copay waiver</p>	<p>BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p>Quantity limits</p>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits. A list of these drugs is available at bcbsm.com.</p>



Client: Public Libraries

Blue Dental PPO Plus – 100/80/50 Plan Benefits-at-a-Glance \$1000 AnnualMax, 50% Ortho

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

Network access information

With Blue Dental PPO Plus, members can choose any licensed dentist anywhere. However, they'll save the most money when they choose a dentist who is a member of the Dental Network of America (DNoA) Preferred Network of PPO dentists.

DNoA Preferred Network – Blue Dental members have unmatched access to PPO dentists through the DNoA Preferred Network, which offers nearly 200,000 dentist access points* nationwide. DNoA Preferred Network dentists agree to accept our approved amount as payment in full and participate on all claims. Members also receive discounts on noncovered services when they use PPO dentists. To find a DNoA Preferred Network dentist near you, please visit BCBSM.com/bluedental or call 1-888-826-8152.

* A dentist access point is any place a member can see a dentist to receive high-quality dental care. For example, one dentist practicing in two locations would be two access points.

Blue Par SelectSM arrangement – Most dentists accept our Blue Par Select arrangement, which means they participate with the Blues on a "per claim" basis. Members should ask their dentists if they participate with BCBSM before every treatment. Blue Par Select dentists accept our approved amount as full payment for covered services – members pay only applicable copays and deductibles, along with any fees for noncovered services. To find a dentist who may participate with BCBSM, please visit BCBSM.com/bluedental.

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

Member's responsibility (copays and dollar maximums)

Copays	
• Class I services	None (covered at 100% of approved amount)
• Class II services	20% of approved amount
• Class III services	50% of approved amount
• Class IV services	50% of approved amount
Dollar maximums	
• Annual maximum (for Class I, II and III services)	\$1,000 per member
• Lifetime maximum (for Class IV services)	\$1,000 per member

Class I services

Oral exams	100% of approved amount, twice per calendar year
A set (up to 4 films) of bitewing x-rays	
• For members age 15 and younger	100% of approved amount, once in a calendar year
• For members age 16 and older	100% of approved amount, once every 24 months
Panoramic or full-mouth x-rays	100% of approved amount, once every 84 months
Diagnostic x-rays	100% of approved amount, any combination of 6 individual or sets of films each calendar year
Dental prophylaxis (teeth cleaning)	100% of approved amount, twice per calendar year
Pit and fissure sealants – for members age 16 and younger	100% of approved amount, once per tooth every 36 months when applied to the first and second permanent molars
Palliative (emergency) treatment	100% of approved amount



Class I services, continued

Fluoride treatment – for members age 14 and younger	100% of approved amount, once per calendar year
Space maintainers – missing posterior (back) primary teeth – for members age 16 and younger	100% of approved amount, once per quadrant per lifetime

Class II services

Fillings – permanent (adult) teeth	80% of approved amount, replacement fillings covered after 48 months or more after initial filling
Fillings – primary (baby) teeth	80% of approved amount, replacement fillings covered after 24 months or more after initial filling
Recementation of crowns, veneers, inlays, onlays and bridges	80% of approved amount, three times per tooth per calendar year after six months from original restoration
Oral surgery including extractions	80% of approved amount
Root canal treatment – permanent tooth	80% of approved amount, once every 36 months for tooth with one or more canals
Scaling and root planing	80% of approved amount, once every 36 months per quadrant
Limited occlusal adjustments	80% of approved amount, limited occlusal adjustments covered up to five times in a 60-month period
Occlusal biteguards	80% of approved amount, once every 60 months (repair and reline to occlusal biteguards covered once every 60 months)
General anesthesia or IV sedation	80% of approved amount, when medically necessary and performed with oral surgery
Repairs and adjustments of a partial or complete denture	80% of approved amount, six months or more after it is delivered
Relining or rebasing of a partial or complete denture	80% of approved amount, once every 36 months per arch
Tissue conditioning	80% of approved amount, once every 36 months per arch
Periodontic maintenance	80% of approved amount

Class III services

Onlays, crowns and veneer restorations – permanent teeth – for members age 12 and older	50% of approved amount, once every 84 months per tooth
Removable dentures (complete and partial)	50% of approved amount, once every 84 months
Bridges (fixed partial dentures) – for members age 16 and older	50% of approved amount, once every 84 months after original was delivered
Endosteal implants – for members age 16 and older who are covered at the time of the actual implant placement	50% of approved amount, once per tooth in a member lifetime when implant placement is for teeth numbered 2 through 15 and 18 through 31

Class IV services – Orthodontic services for dependents under age 19

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

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

Client: Public Libraries

Blue Vision SM 12/12/12 Benefits-at-a-Glance

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

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

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

	VSP network doctor	Non-VSP provider
Member's responsibility (copays)		
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	A combined \$10 copay	Member responsible for difference between approved amount and provider's charge, less \$10 copay
Medically necessary contact lenses	\$10 copay	Member responsible for difference between approved amount and provider's charge, less \$10 copay
Eye exam		
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$35 less \$5 copay (member responsible for any difference)
	One eye exam in any period of 12 consecutive months	
Lenses and frames		
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary. Note: Discounts on additional prescription glasses and savings on lens extras when obtained from a VSP doctor.	\$10 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$10 copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 12 consecutive months	
Standard frames Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	\$130 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$10 copay (one copay applies to both frames and lenses)	Reimbursement up to \$45 less \$10 copay (member responsible for any difference)
	One frame in any period of 12 consecutive months	
Contact lenses		
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$10 copay	Reimbursement up to \$210 less \$10 copay (member responsible for any difference)
	One pair of contact lenses in any period of 12 consecutive months	
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$130 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$105 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	One pair of contact lenses in any period of 12 consecutive months	