

APPENDIX A

LABOR AND TRADES UNIT -- A31

Ref: Article 3 - Recognition

All of the classifications in the Labor and Trades Unit are eligible (CODE 1) for overtime pay.

<u>HRMN POSITION</u> <u>GRADE</u>	<u>POSITION CODE</u>	
Aircraft Mechanic-E	AIRCMCHE	9
Aircraft Mechanic-E	AIRCMCHE	E10
Aircraft Mechanic-A	AIRCMCHA	11
Automotive Body Repairer-E	AUTORPRE	8
Automotive Body Repairer-E	AUTORPRE	E9
Automotive Body Repairer-A	AUTORPRA	10
Automotive Mechanic-E	AUTOMCHE	8
Automotive Mechanic-E	AUTOMCHE	E9
Automotive Mechanic-A	AUTOMCHA	10
Bridge Operator-E	BRDGOPRE	6
Bridge Operator-E	BRDGOPRE	7
Bridge Operator-E	BRDGOPRE	E8
Bridge Operator-A	BRDGOPRA	9
Bridge Worker-E	BRDGWKRE	6
Bridge Worker-E	BRDGWKRE	7
Bridge Worker-E	BRDGWKRE	E8
Bridge Worker-A	BRDGWKRA	9
Building Trades Crew Leader	BLDTRLDR	E10
Carpenter-E	CARPNTRE	8
Carpenter-E	CARPNTRE	E9
Carpenter-A	CARPNTRA	10
Central Control Operator-E	CENTOPRE	8
Central Control Operator-E	CENTOPRE	E9
Central Control Operator-A	CENTOPRA	10
Communications Network Installer-E	COMNINRE	8
Communications Network Installer-E	COMNINRE	E9
Communications Network Installer-A	COMNINRA	10
Electrician Licensed-E	ELECTRNE	E9
Electrician Licensed-A	ELECTRNA	10
Electrician Master Licensed-E	ELECLICE	E10
Electrician Master Licensed-A	ELECLICA	11
Elevator Repairer-Licensed	ELVATLIC	E10
Equipment Operator-E	EQUOPRE	7
Equipment Operator-E	EQUOPRE	E8
Equipment Operator-A	EQUOPRA	9
Facilities Manager V - Frozen		

Farm Crew Leader-E	FRMCLDRE	8
Farm Crew Leader-E	FRMCLDRE	E9
Farmer	FARMER	E6
Groundskeeper-E	GROUNKPR	E8
Heavy Equipment Mechanic – E	HYEQMCHE	9
Heavy Equipment Mechanic – E	HYEQMCHE	E10
Heavy Equipment Mechanic – A	HYEQMCHA	11
Industries Production Leader-E	INDPLDRE	8
Industries Production Leader-E	INDPLDRE	9
Industries Production Leader-E	INDPLDRE	E10
Janitor-E	JANITORE	E5
Janitor-A	JANITORA	6
Laborer-E	LABORERE	5
Laborer-E	LABORERE	E6
Locksmith-E	LOCKSMTE	8
Locksmith-E	LOCKSMTE	E9
Locksmith-A	LOCKSMTA	10
Machinist-E	MACHNSTE	E9
Machinist-A	MACHNSTA	10
Maintenance Mechanic-E	MAINMCHE	8
Maintenance Mechanic-E	MAINMCHE	E9
Maintenance Mechanic-A	MAINMCHA	10
Mason-Plasterer-E	MASNPLSE	8
Mason-Plasterer-E	MASNPLSE	E9
Mason-Plasterer-A	MASNPLSA	10
Microfilm Machine Operator-E	MCFLOPRE	5
Microfilm Machine Operator-E	MCFLOPRE	E6
Microfilm Machine Operator-A	MCFLOPRA	7
Motor Vehicle Operator-E	MOTVOPRE	E6
Motor Vehicle Operator-A	MOTVOPRA	7
Motor Vehicle Operator-2A	MOTVOPR2A	8
Office Machines Repairer	OFFMCRPR	E9
Painter-E	PAINTERE	8
Painter-E	PAINTERE	E9
Painter-A	PAINTERA	10
Plumber-E	PLUMBERE	8
Plumber-E	PLUMBERE	E9
Plumber-A	PLUMBERA	10
Plumber Licensed-E	PLUMLICE	E10
Plumber Licensed-A	PLUMLICA	11
Power Plant Operator-E	PWPLOPRE	8
Power Plant Operator-E	PWPLOPRE	E9
Power Plant Operator-A	PWPLOPRA	10
Printing Keyliner-E	PRNKYLNE	6
Printing Keyliner-E	PRNKYLNE	7
Printing Keyliner-E	PRNKYLNE	E8

Printing Keyliner-A	PRNKYLNA	9
Printing Typesetter-E	PRNTYPSE	6
Printing Typesetter-E	PRNTYPSE	7
Printing Typesetter-E	PRNTYPSE	E8
Printing Typesetter-A	PRNTYPSA	9
Refrigeration Mechanic-E	REFRMCHE	8
Refrigeration Mechanic-E	REFRMCHE	E9
Refrigeration Mechanic-A	REFRMCHA	10
Refrigeration Mechanic Licensed-E	REFRLICE	E10
Refrigeration Mechanic Licensed-A	REFRLICA	11
Reproduction Machine Operator-E	RPMOPRE	5
Reproduction Machine Operator-E	RPMOPRE	E6
Reproduction Machine Operator-A	RPMOPRA	7
Reproduction Machine Operator-2A	RPMOPR2A	8
Reproduction Machine Repairer-E	RPMARPRE	E9
Reproduction Machine Repairer-A	RPMARPRA	10
Reproduction Machine Supervisor IV - Frozen		
Steeplejack-E	STPLJCKE	8
Steeplejack-E	STPLJCKE	E9
Steeplejack-A	STPLJCKA	10
Storekeeper-E	STORKPRE	5
Storekeeper-E	STORKPRE	E6
Storekeeper-A	STORKPRA	7
Storekeeper-2A	STORKPR2A	8
Television Equipment Repairer	TELERPR	E9
Trades Helper	TRADEHLP	E6
Transportation Maintenance Worker-E	TRMTWKRE	6
Transportation Maintenance Worker-E	TRMTWKRE	7
Transportation Maintenance Worker-E	TRMTWKRE	E8
Transportation Maintenance Worker-A	TRMTWKRA	9
Wastewater Treatment Plant Operator-E	WSTPOPPE	8
Wastewater Treatment Plant Operator-E	WSTPOPPE	E9
Wastewater Treatment Plant Operator-A	WSTPOPRA	10
Welder-E	WELDERE	E9
Welder-A	WELDERA	10
Wildlife Assistant-E	WLDLASTE	6
Wildlife Assistant-E	WLDLASTE	7
Wildlife Assistant-E	WLDLASTE	E8
Wildlife Assistant-A	WLDLASTA	9

Some employees in the following class may be included depending upon specific duties of the position.

State Worker	STATEWKR	4
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APPENDIX B

SAFETY AND REGULATORY UNIT B A02

Ref: Article 3 - Recognition

<u>HRMN POSITION</u>	<u>POS CODE</u>	<u>GRADE</u>	<u>CODE</u>
Attorney General Investigator-E	ATGNINUE	9	2
Attorney General Investigator-E	ATGNINUE	10	2
Attorney General Investigator-E	ATGNINUE	E11	2
Attorney General Investigator-A	ATGNINUA	12	2
Auto Regulation Investigator - E	AUTRINUE	10	2
Auto Regulation Investigator - E	AUTRINUE	E11	2
Auto Regulation Investigator - A	AUTRINUA	12	2
Boiler Inspector - E	BOLRISPE	E11	2
Boiler Inspector - A	BOLRISPA	12	2
Bridge Safety Officer - E	BRSFOFRE	6	1
Bridge Safety Officer - E	BRSFOFRE	E7	1
Bridge Safety Officer - A	BRSFOFRA	8	1
Building Code Inspector - E	BLCDISPE	E11	2
Building Code Inspector - A	BLCDISPA	12	2
Child Support Specialist - E	CHISPSPE	9	2
Child Support Specialist - E	CHISPSPE	10	2
Child Support Specialist - E	CHISPSPE	P11	2
Child Support Specialist - A	CHISPSPA	12	2
Conservation Officer (RCRT) - E	CNVOFRE	10	**
Conservation Officer -E	CNSVOFRE	10	**
Conservation Officer -E	CNSVOFRE	E11	**
Conservation Officer -SR-A	CNSVOFRA	12	**
Conservation Officer -SPL-SS	CNVOFRSS	13	**
Construction Safety Inspector - E	COSFISPE	E11	2
Construction Safety Inspector - A	COSFISPA	12	3
Construction Safety Inspector - SS	COSISPSS	13	3
Corrections Investigator - E	CORRINVE	10	2
Corrections Investigator - E	CORRINVE	E11	2
Corrections Investigator - SR-A	CORRINVA	12	2
Electrical Inspector - E	ELCTISPE	E11	2
Electrical Inspector - A	ELCTISPA	12	2
Elevator Inspector - E	ELEVISPE	E11	2
Elevator Inspector - A	ELEVISPA	12	2
Emissions Test Station Inspector-E	EMSTISPE	9	2
Emissions Test Station Inspector-E	EMSTISPE	E10	2
Fire Safety Officer - E	FRSFOFRE	6	1
Fire Safety Officer - E	FRSFOFRE	E7	1
Fire Safety Officer -A	FRSFOFRA	8	1
Fire Crash Rescue Officer - E	FRCROFRA	8	N/A
Fire Crash Rescue Officer - E	FRCROFRE	E9	N/A

Fire Crash Rescue Officer - LW-A	FRCROFRA	10	N/A
Fire Safety Inspector - E	FIRSISPE	9	1
Fire Safety Inspector - E	FIRSISPE	E10	1
Fire Safety Inspector - A	FIRSISPA	11	1
Forest Fire Officer - E	FFIROFRE	7	1
Forest Fire Officer - E	FFIROFRE	8	1
Forest Fire Officer - E	FFIROFRE	E9	1
Forest Fire Officer - A	FFIROFRA	10	1
Fruit/Vegetable Inspector - E	FRVGISPE	6	2
Fruit/Vegetable Inspector - E	FRVGISPE	8	2
Fruit/Vegetable Inspector - E	FRVGISPE	9	2
Fruit/Vegetable Inspector - E	FRVGISPE	E10	2
Hazardous Mtrls Storage Insp - E	HAZMISPE	9	2
Hazardous Mtrls Storage Insp - E	HAZMISPE	E10	2
Hazardous Mtrls Storage Insp - A	HAZMISPA	11	2
Hazardous Mtrls Storage Insp - SS	HAZISPSS	12	2
Life Guard	LIFEGRDE	E6	1
Lift/Ride Inspector	LIFRDISP	E11	2
Lift/Ride Inspector - A	LIFRDISPA	12	2
Mechanical Code Inspector - E	MECOISPE	E11	2
Mechanical Code Inspector - A	MECOISPA	12	2
Motor Carrier Investigator	MCINVGTR	11	1
Motor Carrier Officer - RE	MCOFCREC	9	1
Motor Carrier Officer - E	MCOFFCRE	9	1
Motor Carrier Officer - E	MCOFFCRE	E10	1
Occupation Safety Inspector - E	OCSFISPE	10	2
Occupation Safety Inspector - E	OCSFISPE	E11	2
Occupation Safety Inspector - A	OCSFISPA	12	2
Park & Recreation Ranger - E	PRKRNGRE	6	1
Park & Recreation Ranger - E	PRKRNGRE	7	1
Park & Recreation Ranger - E	PRKRNGRE	E8	1
Park & Recreation Ranger - LW-A	PRKRNGRA	9	1
Parking Officer - E	PRKGOFRE	6	1
Parking Officer - E	PRKGOFRE	E7	1
Parking Officer - LW-A	PRKGOFRA	8	1
Plant/Apiary Aide	PLAPYADE	E7	2
Plumbing Inspector - E	PLUMISPE	E11	2
Plumbing Inspector - A	PLUMISPA	12	2
State Properties Sec. Off. (RCRT) - E	PSCOFRE	7	1
State Properties Sec. Off. - E	PRSCOFRE	7	1
State Properties Sec. Off. - E	PRSCOFRE	E8	1
State Properties Sec. Off. - A	PRSCOFRA	9	1
Railroad Safety Inspector - E	RSFYISPE	10	2
Railroad Safety Inspector - E	RSFYISPE	E11	2
Regulation Agent - E	REGLAGTE	9	2
Regulation Agent - E	REGLAGTE	10	2

Regulation Agent - E	REGLAGTE	E11	2
Regulation Agent - A	REGLAGTA	12	2
Vehicle Safety Inspector - E	VESFISPE	9	2
Vehicle Safety Inspector - E	VESFISPE	E10	2
Weights/Measures Inspector - E	WEMEISPE	9	2
Weights/Measures Inspector - E	WEMEISPE	E10	2
Weights/Measures Inspector - A	WEMEISPA	11	2

* Some employees in the following classes may be included and others excluded depending upon specific duties of the position.

State Worker	STATEWKR	4	1
State Transitional Professional - E	STATPRFE	9	1

** Employees in these classes are law enforcement.

Eligibility for overtime compensation for employees in the classifications listed shall be in accordance with the code indicated above which is defined in Article 15, Section B.

Employees working in managerial, confidential, or supervisory positions, or any positions excluded by the Civil Service Rules and Regulations, shall not be covered by the terms and conditions of this Agreement.

APPENDIX C

Employee Benefits Eligibility Chart

Definition of Appointment Duration

Definitions:

1. **Permanent** Appointment is expected to last indefinitely.
2. **Limited Term** Appointment has a specific expiration date.
3. **Temporary** Appointment is expected to last less than **(Non-Career)** 720 hours and has a specific expiration date.

Definition of Appointment Type

Definitions:

1. **Full-Time** The regular work schedule consists of 80 hours per biweekly pay period.

- 2. **Part-Time (Hourly)** The regular work schedule consists of less than 80 hour per biweekly pay period. (Usually set hours)
- 3. **Intermittent** Scheduled work hours are based on the needs of the Employer. The schedule may vary between 0-80 hours per biweekly pay period.
- 4. **Seasonal** Regular work schedule is normally for specific parts of the year. Scheduled work hours are based on the needs of the Employer.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Initial Annual Leave	Credit 16 hours upon appointment to position	Not Eligible

NOTE:

- 1. Initial grant is available for immediate use.
- 2. Not more than 16 hours initial annual leave may be credited in any calendar year. However, unused credits may be restored upon separation and rehire within the same calendar year.
- 3. Payment for unused credit not permitted at separation until 720 hours of service completed.

Benefit	Permanent / Limited Term	Temporary (Non-Career)
Annual Leave A. Less than 2080 hours continuous service completed.	Credit 4 hours annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.
B. 2080 hours or more of continuous service, but less than 10,400 hours.	Credit 4.7 hours of annual leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.
C. 10,400 hours or more of continuous service.	See table, Article 39, for annual leave accrual rates.	Not Eligible.

NOTE: Credit, use and payment not permitted until 720 hours completed (except upon reinstatement or return from layoff, when credit, use and payment is permitted after completion of 80 hours in pay status).

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Sick Leave	Credit 4 hours of sick leave for each 80 hours in pay status or a pro-rated amount if in pay status less than 80 hours.	Not Eligible.

- NOTE:**
1. Credit and use permitted next pay period.
 2. Payment for unused credits at 50% of regular rate, upon retirement or death only (except for employees hired on or after 10-1-80).
 3. Unused credits restored to a separated permanent employee who returns within three years by permanent appointment, except if separated by retirement. Sick leave balances are placed to the credit of a laid off employee upon recall to permanent employment in the State classified service.
 4. An employee who returns by a temporary (non-career) appointment may not use credits previously earned.

Benefit	Permanent / Limited-Term	Temporary (Non-Career)
Step Increase	Upon completion of required 1040 or 2080 hours of satisfactory service.	Not Eligible.

Permanent / Limited Term				
Benefit	Full-Time	Part-Time percent %	Hourly / Permanent-Intermittent	Seasonal
Paid Holidays Note: Temporary (Non-career) are not eligible for paid holidays.	Full holiday pay.	Pay in proportion to percentage assigned to position, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Pay in proportion to average hours in pay status for previous six pay periods, if applicable, or full pay if scheduled to work all non-holiday hours in pay period. (see Article 49)	Full holiday pay during season.

Benefit	Full-Time, Part-Time, Hourly, Permanent-intermittent, and Seasonal			Temporary (Non-Career)
Status NOTE: Status not granted unless/until certified from employment list.	Status granted at end of biweekly work period in which 2080 hours of satisfactory service completed (except for classes for which a longer probationary period is prescribed by the Civil Service Rules or Regulations).			Not Eligible.
Longevity	Commencing at 10,400 hours of currently continuous service prior to October 1 st of any year. Paid annually in October.			Not Eligible.
Permanent / Limited Term				
State Sponsored Insurance	Full-Time	Part-Time	Hourly / Permanent Intermittent	Seasonal
Health	Eligible.	Eligible.	Eligible.	Eligible.
Life	Eligible.	Eligible if working 40 % or more of full time.	Eligible if working 40 % or more of full time.	Eligible if working 40 % or more of full time.
Long Term Disability	Eligible.	Same as Life.	Same as Life.	Eligible if working full time.
Dental	Eligible.	Same as Life.	Same as Life. *	Same as LTD. *
Vision	Eligible.	Same as Life.	Same as Life.	Same as Dental.

NOTE: **Temporary (Non-Career)** is not eligible for Health, Life, Long Term Disability, Dental or Vision Insurances.

* Exceptions for Permanent-intermittent and Seasonal eligibility for dental benefits:

- A. No more than two consecutive pay periods without being on the payroll - dropped after third.
- B. For seasonals, must have at least eight months of cumulative employment per year.

Permanent / Limited Term		
Benefit	Full-Time, Part-Time, Hourly, Permanent-	Temporary (Non-Career)

	intermittent, Seasonal	
Accidental Duty Death	Eligible.	Eligible.
Deferred Compensation	Eligible to enroll in next quarterly open enrollment following date of appointment.	Not Eligible.

Name (please print or type)

Department (please print or type)

APPENDIX E

**Application for Membership
MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5**

Name-Last

First

Middle

Home Address (Street)

(City)

(State)

(Zip)

Home Phone No.

Work Phone No.

Department and Work Site (example; Corrections/Standish Maximum Facility)

Signature

Date

Work County (example; Ingham)

Job Title & Level (example; TMW E8)

MICHIGAN STATE EMPLOYEES ASSOCIATION/AFSCME LOCAL 5

Authorization for Payroll Deduction

Employee ID Number

E A 0 1
Deduction Code

Employee ID Number

Deduction Code

On this date, _____, _____, I the undersigned, do hereby authorize the State of Michigan to deduct a sum equal to one (1) hour of my base hourly wage rate each two-week pay period from any accrued wages due me (until revoked by written notice in accordance with the applicable contract between MSEA/AFSCME Local 5 and the State of Michigan) and to remit same to the Michigan State Employees Association/ AFSCME Local 5 for payment of my Union dues. Consent is additionally hereby given to increase or decrease the specific named deduction each two week pay period to that of any amount determined by the Union in accordance with Article VII Section 7 of the Constitution (as amended) of the Michigan State Employees Association. Fees, contributions, or gifts to MSEA/AFSCME Local 5 are not deductible as charitable contributions, for federal income tax purposes. Fees paid to MSEA/AFSCME Local 5, however, may qualify as business expenses and may be deductible in limited circumstances, subject to various restrictions imposed by the Internal Revenue Service.

Signature of Employee

Name (please print or type)

Department (please print or type)

APPENDIX F

DETROIT HOUSE OF CORRECTIONS ASSUMPTION PLAN

In accordance with provisions of proposed legislation known as House Bill 4392 regarding the assumption of former City of Detroit employees at the Detroit House of Corrections into the Michigan State Classified Civil Service within classifications exclusively represented by the Michigan State Employees Association, and pursuant to Article 11, Section C.2, of the Primary Agreement between MSEA and the State of Michigan, the Parties agree to the following:

1. Seniority.

a. For purposes of computing eligibility for any fringe benefit, all assumed Bargaining Unit employees shall be credited with one hour of continuous State service for each hour in pay status not including overtime as an employee for the City on a continuous basis. This includes but is not limited to annual and sick leave credit and longevity. All employees brought into the State classified service under this Plan will be allowed to enroll in the State group insurance programs as if they were new State employees with immediate coverage as of the first day of employment with the State.

b. For all other applications of seniority within the work site known as the Detroit House of Corrections, assumed employees shall be credited with one hour for each hour in pay status not including overtime as an employee for the City on a continuous basis. For all other applications of seniority anywhere other than the work site known as the Detroit House of Corrections, seniority shall be as defined in Article 11 of the Primary Agreement between MSEA and the State of Michigan, i.e., continuous hours from the date of accretion into the State service.

2. Annual Leave.

The State will assume annual leave which an employee, being assumed by the State, has accumulated as of the date of assumption but not in excess of 200 hours. Any accumulated compensatory overtime will not be assumed by the State. An employee who is laid off and who is brought into the State classified service under the Assumption Plan may elect to buy back up to 200 hours of accrued annual leave which had been paid off. An employee electing this option shall buy back the annual leave at the returning rate of pay. Such payment shall be made to the Department of Corrections. Such option may be exercised only once per recall and must be exercised during the first thirteen pay periods after assumption.

3. Sick Leave.

The State will assume sick leave, which an employee, being assumed by the State, has accumulated as of the date of assumption but not in excess of the

amount the employee could have accumulated if he/she had been a State Civil Service employee for the same length of time as they were employees of the City of Detroit.

Sick Leave Payoff:

a. Employees who were hired in the Detroit Civil Service prior to 10-1-80 will be treated exactly the same as State employees who were hired before 10-1-80 in relation to sick leave payoff. In general, that means a 50 percent payoff for accumulated sick leave upon separation from State service.

b. Employees hired into the Detroit Civil Service system on or after October 1, 1980, will be treated exactly the same as State employees who were hired on or after October 1, 1980. In general, this means no payoff for unused sick leave balances upon separation from State service.

4. Work Site and Work Location.

The facility known as the Detroit House of Corrections shall be considered a work site for all application of agreements between MSEA and the State of Michigan. This facility shall be included in the work location along with Cassidy Lake Technical School, Huron Valley Men's and Women's Facilities, Phoenix Correctional Facility, Camp Brighton, Camp Pontiac and Camp Gilman for all application of agreement between MSEA and the State of Michigan.

5. In accordance with the Civil Service Rules, the Michigan Civil Service Commission has determined that the following provisions will apply to assumed employees in terms of status, classification, and wages.

a. Employees who have certified status with the Detroit Civil Service and were hired in their DeHoCo positions as a result of a competitive process will be assumed into the State classified service in comparable positions, without further tests or examinations but subject to satisfactory completion of the standard probationary period for the classification.

b. Employees who do not have certified status under Detroit Civil Service, but do have three (3) years or more of continuous Detroit Civil Service classified service as of the date on which the State assumes operation of the DeHoCo, shall be assumed into the State classified service without further test of fitness but subject to satisfactory completion of the standard probationary period for the classification.

c. Employees who do not have certified status under Detroit Civil Service and have less than three (3) years of continuous Detroit Civil Service classified service as of the date on which the State assumes operation of DeHoCo are to be assumed into the State classified service subject to passing a non-

competitive State Civil Service examination and satisfactory completion of the standard probationary period for the classification.

d. DeHoCo employees who are now recipients of wages that are higher than the comparable job classifications in the State classified service will be afforded "Red-Circle" pay treatment. Employees falling within this category will be paid the base rates they received prior to March 1, 1985, until such time as the wages for their State Civil Service classification equals or exceeds their "Red-Circled" pay rates.

6. This Stipulation and Agreement shall be considered an addendum to the Parties' current contract and shall be effective on the date approved by the Michigan Department of Civil Service.

7. General.

All assumed Bargaining Unit employees are covered by the terms and conditions of the Primary Agreement between MSEA and the State of Michigan.

APPENDIX G

PROCEDURE 1220.02
Issued January 1, 1994

SUBJECT: Garnishments, levies and wage assignments.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To provide guidelines for garnishments, levies and wage assignments and their effect on State payrolls.

CONTACT AGENCY: Department of Treasury - Bureau of Management Services, Financial Operations Division.

TELEPHONE: 517 / 373-3150

FAX: 517 / 373-6941

SUMMARY:

A court may order an assignment to the Friend of the Court of the salary, wages or other income of a person responsible for payment or support and maintenance of minor children and the assignment shall continue until regular support payment and any arrearage is paid in full.

Order of assignment is effective 1 week after service upon the Employer of a true copy of the order by personal service or registered or certified mail.

Thereafter, the Employer withholds from earnings due the employee, amount specified in the order of assignment for transmittal to Friend of the Court until notified by Friend of the Court that support arrearage is paid in full.

The Attorney General has ruled that a court order directed to the State of Michigan which orders a specific monetary amount deducted from a State employee's salary for payment to Friend of the Court until further notice, becomes effective as provided by statute when served upon any State agency and all State agencies involved in preparing and disbursing payroll and are obligated to obey the order.

Failure to obey the court order may constitute contempt of court, for which the State office or department will be fully liable.

The Attorney General has ruled that any order directed specifically to the State of Michigan as Employer and served upon the State Treasurer constitutes legal service and may not be returned to the court.

A person employed by any person, firm, corporation, local government or agency, or the State or agency thereof, and working for wages or for a salary for others, including those paid of commission or combination thereof, having debts and being unable to pay, may file a list of creditors with the clerk of district or municipal court where the person lives or is employed and upon making assignment of all future wages to the clerk of the court to continue during pendency of proceedings is entitled to have a notice served upon each creditor.

Garnishments are a legal process embodying an order from any court of record in Michigan directing the State to withhold a specified amount of money from the pay of a named employee, to be paid to the court in settlement of a judgment rendered by the court against said employee.

The amount of wages subject to garnishment in a week is limited to 25% of an employee's disposable earnings or the amount by which his disposable earnings exceeds 30 times the current minimum hourly wage set by Section 6(a)(1) of the Fair Labor Standards Acts, whichever is less.

A levy is an of collecting or exacting by authority, examples of which are governmental taxes and assessments. Specifically, in this application, it is an action brought by the U.S. Treasury Department, Internal Revenue Service, Michigan Department of Treasury, and the Michigan Employment Security Commission to collect, by deduction from as employee's pay, any taxes and/or assessments due from the employee to the governmental body. The federal levy code lists child support by court order as an exemption before the seizure of wages. This action is separate from and in addition to amounts normally withheld for income tax purposes.

Notice of levy is issued by the governmental body directly to the State Treasury. No court is involved. Internal Revenue Service levies issued against employees are continuous until released in writing.

An assignment, to the Friend of the Court, of the salary, wages or other income of the person responsible for payment of support and maintenance of minor children may be made by order of the court. The assignment continues in force until notified by the Friend of the Court that the support arrearage is paid in full.

An assignment, to the clerk of the court, of the salary, wages or other income of the person responsible for unpaid debts may be made by court order. The assignment continues until served with a notice to the contrary from the court.

APPLICABLE FORMS: None.

PROCEDURES:

Garnishment / Levies

Michigan Court of Record or Attorney, Internal Revenue Service (IRS), State Collection Division:

- o Serves copies of writ of garnishment or levy and summons of garnished employee in person or by certified mail.
- o Serves garnishment on State Treasurer or designated representative in person or by certified mail.
 - Appointed representatives of the State Treasurer are located in Financial Operations Division in the Treasury Building in Lansing and Treasury branch office in Detroit.
 - Personnel and payroll offices must refuse service of a garnishment.

State Treasurer or Designated Representative, Financial Operations Division:

- o Receives notice of levy from U.S. Department of Treasury, IRS, Michigan Department of Treasury, or Michigan Employment Security Commission.
- o Receives service of garnishment from court.

- Before garnishment can be processed, the following must be received:
 - Service of garnishment by certified mail or in person
 - Affidavit of garnishment
 - Writ of garnishment or summons
 - Proof of service upon defendant
 - A statutory fee
- o Enters garnishment/levy information into payroll garnishment/levy system.
 - Payroll garnishment/levy system interfaces with Personnel Payroll Information System for Michigan (PPRISM), calculates garnishment or levy amount, writes proper payroll amount to the defendant, prints required disclosures and sends amount for the plaintiff to the vendor system.
 - The system generates all reports necessary for Financial Operations Division to balance and audit the accounts.
 - Verifies reports for accuracy before payroll is mailed via regular payroll mail system.
- o Initiates request for vendor run of third party plaintiff warrants.
- o Mails disclosures, i.e., notification of the warrant number amount of garnishment, amount being paid to the court, etc., to departments for distribution to recipients.
 - Files Treasury's disclosure.

Assignment of Wages to Friend of the Court or Clerk of the County

State Department of Treasury:

- o Sends court order served on the State Treasurer for assignment of wages to Friend of the Court to employee's Payroll/Personnel Office immediately.
 - If the individual is not employed by the department, performs on-line inquiry to PPRISM; determines where the individual is employed.
 - Forwards court order to new department.
 - If individual is no longer employed by the State, returns court order to court of origin with a written explanation.

Payroll/Personnel Office

- o Receives court order directing assignment of employee's wages to Friend of the Court.
- o Verifies court order specifies State of Michigan as the Employer and the amount to be deducted biweekly.
- o Reviews PPRISM Coding Manual 9.10.6 to determine if a code exists for the court or receiver named in the court order.
 - If code exists, processes deduction transaction in payroll system.
 - If code does not exist, mails court order to DMB, Office of Financial Management, Information Services Division (ISD) to have a code established.
- o Receives employee's payroll warrant from Treasury with specific wage assignment deducted.
 - Distributes with regular payroll warrants.
- o Maintains file of court orders, notices of termination and pertinent documentation for each wage assignment.
- o Notifies employee of wage assignment and amount of assignment.
- o When the court order is satisfied, receives notice from the court that the court order has been terminated.
 - Stops payroll deduction for wage assignment to Friend of the Court by canceling employee deduction.

Office of Financial Management:

- o Receives court order which requires establishment of a code in PPRISM; establishes code.
 - Retains a copy of the court order.
 - Notifies Payroll/Personnel Office that submitted the court order of the new code; returns court order to Payroll/Personnel Office.

APPENDIX H

PROCEDURE 0620.02
 Issued October 4, 1993

SUBJECT: Submissions to the Finance and Claims Committee.

APPLICATION: Executive Branch Departments and Sub-units.

PURPOSE: To outline procedures for submitting materials to the Finance and Claims Committee of the State Administrative Board.

CONTACT AGENCY: Department of Management and Budget (DMB) - State Administrative Board.

TELEPHONE: 517 / 335-2559

FAX: 517 / 335-0046

SUMMARY: The Secretary of the State Administrative Board reviews contracts and other material presented and prepares the agenda for the meetings of the Finance and Claims Committee of the State Administrative Board.

APPLICABLE FORMS: CS-138, Contractual Services Request. DMB-1104, Claim Against the State of Michigan for Personal Losses Less than \$1,000. (Affidavit, no longer required, but still used by MDOT.). OCM-810, Finance and Claims Agenda Format. OOB-145, Request for Appropriation and Allotment Adjustment.

PROCEDURES:

Requesting Agency:

- o If the proposed action is a contract, determines whether State Administrative Board approval is required.
 - State contracts of \$100,000 or more which require such approval, regardless of their source of funding or duration, are:
 - Contracts or purchase orders for all supplies, materials, and equipment; for all services, including consulting, research, and professional services; between State departments and private vendors, between State departments and educational institutions, or between State departments and other governmental units;
 - Contracts or blanket orders whose dollar values are not fixed but which are estimated to be \$100,000 or more;
 - Contracts or purchase orders for commodities or services available from only one source.
 - Contract amendments of \$50,000 or more also require the approval of the State Administrative Board.
 - Emergency contracts of \$100,000 or more involving public health or safety do not need prior approval (See Procedure 0510.03). These contracts shall be reported to the State Administrative Board as soon as possible after execution.

- o If the proposed action is a contract, submits the following material to the Secretary of the State Administrative Board:
 - 1 copy of an Agenda Format (OCM-810)
 - Example:
 DEPARTMENT OF (Type in name)
 Requests approval of the following contracts:
 (1) ABC Corporation \$125,000.00
 Grand Rapids, MI Testing Services
 (2) Acme Distillery Co. \$101,225.00
 Liquor Purchase
 - For each contract on the agenda:
 - 10 copies of a Contract Information Summary
 - Brief description of commodity or service.
 - Term of contract.
 - If and when bids were taken.
 - Summary of bids.
 - Explanatory information.
 - Departmental recommendation on award.
 - 1 copy of CS-138 form submitted to Civil Service, if applicable.
 - 2 copies of the proposed contract or model contract including all applicable amendments.
- o If the request is for disposal of State property, see Procedures 0110.01, 0340.05 and 0220.01.
- o If the request is for write-offs of State receivables, see Procedure 1210.28.
- o If the request is for release of capital outlay funds, see Procedure 0110.04.

Claimant:

- o If the request is for settlement of a small claim against the State under \$1,000, prepares a DMB-1104 and submits the completed form to the Secretary of the State Administrative Board.

Secretary to the State Administrative Board:

- o Reviews contracts and other materials and prepares summary information for the Director and Deputy Directors of DMB.

- o Handles any necessary correspondence or other communication relative to items presented.
- o Prepares agenda and minutes for the Finance and Claims Committee.
- o Forwards committee recommendations to the State Administrative Board for action.

* * *

APPENDIX I

RETAIL PRESCRIPTION DRUG PLAN

<u>Grp. No.</u>	<u>Unit Description and Code</u>
81814	Labor & Trades (A-31) Safety & Regulatory (A-02)

The Retail Prescription Drug Plan is available to Labor & Trades and Safety and Regulatory Unit employees and their family members who are enrolled in the State Health Plan. The plan covers most prescription drugs prescribed by a prescriber.

This benefit covers the full cost, less your (non-reimbursable) co-payment, of each prescription drug or refill you purchase up to a 34-day supply. Certain medications can be covered in a 100 unit dosage or 34-day supply (whichever is greater) or a 200 unit dosage or 34-day supply (whichever is greater). You should contact the Pharmacy Benefit Manager (PBM) as to which medications can be obtained in 100 or 200 unit dosages or you can ask any participating pharmacist.

Your prescription will be filled with a generic medication unless your prescribing physician has indicated "dispense as written" ("DAW") on your prescription.

When you use the services of a participating pharmacy, providers will bill the PBM directly for your prescription expenses and will accept the PBM payment amount as payment in full. Aside from your co-payment, you will not have any out-of-pocket prescription medication expenses nor any claim forms to file. Simply present your prescription drug identification card to the participating pharmacist. There shall be an employee co-pay of \$10.00 for generic drugs, \$20.00 for brand name drugs and \$40.00 for non-preferred brand name drugs.

If you use the services of a non-participating pharmacist, you can file your claim for the reimbursement of your expenses (less your co-payment) by using a

claim form. You can obtain a new claim form by contacting the Pharmacy Benefits Manager.

SPECIFICATIONS FOR RETAIL PRESCRIPTION DRUG PLAN

I. DRUGS COVERED

A. Federal Legend Drugs, including any medical substance bearing the legend Caution: Federal Law prohibits dispensing without a prescription, except those specifically excluded in subsection III below.

B. State Restricted Drugs, including any medicinal substance which may be dispensed by prescription only, according to appropriate State Laws.

C. Compound Medications, including any extemporaneously prepared dosage form containing at least one Federal Legend or State Restricted drug in a therapeutic amount, or a combination of ingredients which require a prescription by law. Liquid medications must include weighting of at least one solid or the measuring and mixing of at least three liquid ingredients.

D. Oral Contraceptives.

E. Injectable Insulin, including needles and syringes.

F. Any of the above (A through D) must be prescribed by a health professional authorized to prescribe medication.

If chemotherapeutic agents are prescribed drugs and the cost of administration is not included and all other conditions of the prescription are met, the costs of administration are covered.

II. LIMITATIONS

A. Benefits will be payable only for prescription drugs dispensed while the member is covered for this benefit.

B. If an acceptable substitute generic drug is available, then generic drugs must be dispensed unless the prescriber has specified "dispense as written" (DAW) on the prescription.

III. EXCLUSIONS

A. Benefits will not be paid for any refill of a drug dispensed more than one year after the latest prescription initial fill date.

B. Benefits will not be payable for any drug provided while the member is an in-patient in a hospital, convalescent facility, psychiatric facility, or any similar institution, health care facility, or on an out-patient basis in any such facility or by a physician to the extent benefits are payable for the prescription under any other plan, or by the health care facility.

The plan covers drugs written on prescriptions by physicians for home health care patients, however, the plan does not pay for the administration of any drug.

C. Benefits will not be payable for a device of any type.

D. Benefits will not be paid for any refill of a drug which is more than the number of refills specified by the prescriber. The PBM, before filling the prescription, may require a new prescription, or evidence as to need, if the prescriber has not specified the number of refills or the frequency or number of prescriptions or refills appears excessive under acceptable medical practice standards.

Benefits will not be paid for:

A. Immunization agents, biological sera, blood or blood plasma, excluding factors 8 and 9.

B. Drugs labeled "Caution - limited by federal law to investigational use", or experimental drugs.

C. Any charge for the administration of Prescription Legend Drugs or injectable drugs.

D. Medication covered by Worker's Compensation or similar occupational law, any state or governmental agency, or for which no charge is made to the employees.

E. Any medication that the prescribing health professional is not licensed to prescribe.

F. Federal Schedule 1 drugs.

G. Over-the-counter medications.

APPENDIX J

**Longevity Compensation Plan
Schedule of Payments**

YEARS OF SERVICE	EQUIVALENT HOURS OF SERVICE *	ANNUAL PAYMENTS
5	10,440	
6	12,480	
7	14,560	\$260
8	16,640	
9	18,720	
10	20,800	
11	22,880	\$300
12	24,960	
13	27,040	
14	29,120	
15	31,200	\$370
16	33,280	
17	35,360	
18	37,440	
19	39,520	\$480
20	41,600	
21	43,680	
22	45,760	
23	47,840	\$610
24	49,920	
25	52,000	
26	54,080	
27	56,160	\$790
28	58,240	
29	60,320	\$1040
& Over	& Over	

* Eligibility for payment at any bracket will occur upon completion of the equivalent hours of service indicated for the bracket by October 1. The impact of the longevity payment on the regular hourly rate for purposes of overtime compensation shall be computed and paid as part of the longevity payment.

APPENDIX K

Supervisor's Report of Reasonable Suspicion

EMPLOYEE: _____ DATE: _____

LOCATION: _____ TIME: _____

OBSERVATIONS

BREATH (Odor of Alcohol Beverage): Strong Faint Moderate None
EYES: Bloodshot Glassy Normal Watery Clear
 Heavy Eyelids Fixed Pupils Dilated Pupils Normal
SPEECH: Confused Stuttered Thick Tongued Accent (
)Fair
 Cotton Mouthed Slurred Good Not Understandable
 Mush Mouthed Mumbled Other
ATTITUDE: Excited Combative Hilarious Indifferent (
)Sleepy
 Talkative Insulting Care-free Cocky (
)Polite
 Profane Cooperative Other
UNUSUAL Hiccoughing Belching Vomiting Fighting
ACTION: Laughing Crying Other
BALANCE: Falling Needs Support Wobbling Swaying (
)Other
WALKING: Falling Staggering Stumbling Swaying Other
TURNING: Falling Staggering Stumbling Swaying (
)Other
 Hesitant

Indicate any other unusual actions, statements or observations: _____

Signs or complaints of illness or injury: _____

Safety-Sensitive Function: Yes No Describe: _____

SUPERVISOR'S OPINION

Apparent effects of alcohol / drug use:
 None Slight Obvious Extreme

Additional Comments: _____

SUPERVISOR: _____ WITNESSES: _____

SIGNATURE: _____

DATE: _____

TIME: _____

APPENDIX L

Article 31

PHYSICIAN STATEMENT

DATE: _____

My patient, _____, is currently taking prescription medication which contains a controlled substance as defined by Schedules I through V in 21 U.S.C. 802 as revised.

After review of the effects of this (these) medication(s) at the dosage and intervals prescribed and being informed by the patient of his/her work responsibilities related to the performance of any safety related functions, it is my professional opinion that the prescribed medication

DOES _____ **DOES NOT** _____ (check appropriate response)

adversely affect my patient's ability to safely operate a commercial motor vehicle or perform other safety sensitive functions.

Signed by Prescribing Physician _____
Physician's Name Printed or Typed _____

PHYSICIAN'S NOTE REGARDING P.R.N. OR OFF-DUTY MEDICATIONS:

APPENDIX M

**STATE HEALTH PLAN
COMMUNITY BLUE PPO BENEFIT CHART
Rates Effective October 1, 2008**

	State Health Plan (PPO)	
	In-Network	Out-of-Network
Preventive Services - Limited to \$1,500 per calendar year per person		
Health Maintenance Exam - includes chest X-ray, EKG and select lab procedures	Covered-100%, one per calendar year	Not covered
Annual Gynecological Exam	Covered-100%, one per calendar year	Not covered
Pap Smear Screening-laboratory services only	Covered-100%, one per calendar year	Not covered
Well-Baby and Child Care	Covered-100% -6 visits per year through age 1 -2 visits per year (age 2 through 3) -1 visit per year (age 4 through 15)	Not covered
Immunizations (no age limit). Annual flu shot; Hepatitis C screening covered for those at risk	Covered 100% not applied toward per person calendar maximum.	Not covered
Fecal Occult Blood Screening	Covered-100%, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam Colonoscopy Exam	Covered 100%	Not covered
Colonoscopy Exam	Covered 100% one each 10 years after age 50. No deductible. Not applied to Preventative Max.	Covered 90% one each 10 years after age 50. After deductible. Not applied to Preventative Max.
Prostate Specific Antigen (PSA) Screening	Covered-100%, one per calendar year	Not covered
Childhood immunizations (effective January 1, 2006)	Covered 100% for children through age 16.	Covered 90% after the deductible
Mammography		
Mammography Screening	Covered 100%	Covered-90% after deductible
	One per calendar year, no age restrictions	

	In-Network	Out-of-Network
Physician Office Services		
Office Visits	Covered - \$15 co-pay	Covered - 90% after deductible, must be medically necessary
Outpatient and Home Visits	Covered - 100% after deductible	Covered - 90% after deductible, must be medically necessary
Office Consultations	Covered - \$15 co-pay	Covered - 90% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room-approved diagnosis, prudent person rule	Covered 100% after a \$50 copay if not admitted, for emergency medical illness or accidental injury	Covered 100% after a \$50 copay if not admitted, for emergency medical illness or accidental injury
Ambulance Services - medically necessary for illness and injury	Covered 100% after deductible	Covered 100% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered - 100% after deductible	Covered - 90% after deductible
Diagnostic Tests and X-rays	Covered - 100% after deductible	Covered - 90% after deductible
Radiation Therapy	Covered - 100% after deductible	Covered - 90% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes care provided by a Certified Nurse Midwife	
Delivery and Nursery Care	Covered - 100% after deductible	Covered - 90% after deductible
	Includes delivery provided by a Certified Nurse Midwife	
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies, and Inpatient Consultations	Covered – 100% after deductible Unlimited Days	Covered – 90% after deductible Unlimited Days
Inpatient Consultations	Covered – 100% after	Covered – 90% after

	deductible	deductible
Chemotherapy	Covered – 100% after deductible	Covered – 90% after deductible

	In-Network	Out-of-Network
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 100% after deductible	Covered – 90% after deductible
	120 days per confinement	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar max. which is adjusted annually by the State	
Home Health Care	Covered – 100% after deductible	Covered – 100% after deductible
	Unlimited visits	
Surgical Services		
Surgery - includes related surgical services	Covered – 100% after deductible	Covered – 90% after deductible
Voluntary Sterilization	Covered – 100% after deductible	Covered – 90% after deductible
Human Organ Transplants		
Specified Organ Transplants - in designated facilities only - when coordinated through the TPA	Covered – 100% after deductible in designated facilities only	Covered – 100% after deductible in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow - when coordinated through the TPA - specific criteria applies	Covered – 100% after deductible	Covered – 90% after deductible
Kidney, Cornea and Skin	Covered – 100% after deductible	Covered – 90% after deductible
Mental Health Care and Substance Abuse - Covered under non-BCBSM contract		
Inpatient Mental Health	100% up to 365 days per year. Partial Day Hospitalization at 2:1 ratio	50%, up to 365 days per year
Outpatient Mental Health Care	90% of network rates	50% of network rates

Inpatient Alcohol & Chemical Abuse Care	100% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 100%	50% up to two 28-day admissions per calendar year, with 60 day interval. Intensive Outpatient Treatment at 2:1 ratio. Halfway House 50%
Outpatient Alcohol & Chemical Abuse	90% of network rates; Limit \$3,500/year chemical dependency only	50% of network rates Limit \$3,500/year chemical dependency only
	In-Network	Out-of-Network
Other Services		
Allergy Testing and Therapy	Covered – 100% after deductible	Covered – 90% after deductible
Rabies treatment after initial emergency room treatment	Covered – 100% after deductible	Covered – 90% after deductible
Chiropractic Spinal Manipulation	Covered – \$15 co-pay	Covered – 90% after deductible
	Up to 36 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
- Facility and Clinic	Covered – 100% after deductible	Covered – 100% after deductible
- Physician's Office - excludes speech and occupational therapy	Covered – 100% after deductible	Covered – 90% after deductible
	Up to a combined maximum of 90 visits per calendar year	
Durable Medical Equipment	Covered – 100%	Covered – 80% of approved charges no deductible
Prosthetic and Orthotic Appliances	Covered – 100% Effective April 1, 2005	Covered – 80% after deductible
Private Duty Nursing	Covered – 90% after deductible	Covered – 90% after deductible
Prescription Drugs	Covered under non-BCBSM contract	Covered under non-BCBSM contract
Hearing Care Program	\$15 office visits; more frequent than 24 months if standards met.	
Acupuncture Therapy Benefit – Under the supervision of a MD/DO	Covered – 90% after deductible (up to 20 visits annually)	Covered – 90% after deductible (up to 20 visits annually)
Weight Loss Benefit	Upon meeting conditions, eligible for a lifetime maximum reimbursement of \$300 for non-medical, weight reduction.	

Wig, wig stand, adhesives	Upon meeting medical conditions, eligible for a lifetime maximum reimbursement of \$300. (Additional wigs covered for children due to growth.)

	In-Network	Out-of-Network
Deductible, Co-pays and Dollar Maximums		
Deductible	\$300 per member; \$600 per family	\$600 per member; \$1,200 per family
Co-pays		
- Fixed Dollar Co-pays - Do not apply toward deductible	\$15 for office visits/consultations, chiropractic	
- Percent Co-pays - MH/SA co-pays do not apply toward deductible - Services without a network are covered at the in-network level	10% for MH/SA outpatient, and private duty nursing	10% for most services; MH/SA at 50%
Annual Dollar Maximums		
- Fixed Dollar Co-pays - Do not apply toward out-of-pocket maximum	N/A	None
- Percent Co-pays - MH/SA and private duty nursing co-pays do not apply toward out-of-pocket maximum	\$1,000 per member; \$2,000 per family	\$2,000 per member; \$4,000 per family
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

RULES FOR NETWORK USE

A member is considered to have access to the network based on the type of services required, if there are:

- Primary Care -Two Primary Care Physicians (PCP) within 15 miles;
- Specialty Care -Two Specialty Care Physicians (SCP) within 20 miles; and
- Hospital - One hospital within 25 miles.

Member Costs Associated within In-Network or Out-of-Network Use

	In-Network	Out-of-Network
Deductible	\$300/individual \$600/family	\$600/individual \$1,200/family
Co-payments	Office Visits \$15 Services 0% or 10% Emergency 0%; \$50 co-pay if not admitted	Most services 10%

	In-Network	Out-of-Network
Preventive Services	Covered at 100% Limited to \$1500 per calendar year per person.	Not covered
Out-of-Pocket Maximum	\$1,000/individual \$2,000/family	\$2,000/individual \$4,000/family

1. If a member has access to the network, the member receives benefits at the in-network level when a network provider is used. The member is responsible for the in-network deductible (if any) and co-payment (if any). If a network provider refers the member to an out-of-network SCP the member continues to pay In-network expenses.
2. If a member has access to the network, the member receives benefits at the out-of-network level when a non-network provider is used. The member is responsible for the out-of-network deductible (if any), and co-payment (if any).
 - If the non-network provider is a Blues' participating provider, the provider will accept the Blues' payment as payment. The member is responsible for the out-of-network deductible and co-payment. The member will not, however, be balance billed.
 - If the non-network provider is not a Blues' participating provider, the provider does not accept Blues' payment as payment in full. The member is responsible for the out-of-network deductible and co-payment. The member may also be balance billed by the provider for all amounts in excess of the Blues' approved payment amount.

When a member has access to the network and chooses to use an out-of-network provider, amounts paid toward the out-of-network deductible, co-payment or out-of-pocket maximum *cannot* be used to satisfy the in-network deductible, co-payments or out-of-pocket maximum.

If a member does not have access to the network as provided above, the member will be treated as in-network for all benefits. The member will be responsible for the in-network deductible (if any) and co-payment (if any).

If a member does not have access to the network but then additional providers join the network so that the member would now be considered in-network, the member will be notified and given a reasonable amount of time in which to seek care from an in-network provider. Care received from a non-network provider after that grace period will be considered out-of-network and the out-of-network

deductibles, co-payments and out-of-pocket maximums will apply. If a member is undergoing a course of treatment at the time he becomes in-network, the in-network rules will continue for that course of treatment only pursuant to the PPO Standard Transition Policy. Once the course of treatment has been finished, the member must use an in-network provider or be governed by the out-of-network rules.