

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CHARTER TOWNSHIP OF CLINTON

-AND-

LOCAL 1381 OF THE

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

CLINTON TOWNSHIP FIRE FIGHTERS ASSOCIATION

(LOCAL 1381, I.A.F.F. AFL-CIO)

April 1, 2013 – March 31, 2017

## TABLE OF CONTENTS

### FIREFIGHTER'S UNION CONTRACT 2013 – 2017

	<b>PAGE</b>
PREAMBLE	
ARTICLE I GENERAL PROVISIONS	1-8
Section 1 Purpose	1
Section 2 Definitions	2
Section 3 Recognition of Union	2
Section 4 Duration of Contract	3
Section 5 Union Business	3
Section 6 Union Security or Agency Shop	4
Section 7 Exclusive Collective Bargaining Agreement	5
Section 8 Dues and Fair Share Payments Payroll Deduction	5
Section 9 Leaves of Absence	5
Section 10 Management Rights	8
ARTICLE II WORKING CONDITIONS AND SCHEDULE	8-14
Section 1 Maintenance of Equipment, Buildings and Grounds	8
Section 2 Shift Hours and Maximum Work Week	9
Section 3 Officer and Rig Staffing	10
Section 4 Employee Time Trading	10
Section 5 Relief	11
Section 6 Platoon Change(s)	11
Section 7 Laundry and Linen Provisions	12
Section 8 Recreation Equipment Budget	13
Section 9 Physical Fitness Program	13
Section 10 Driver's Licenses	14
Section 11 Stretcher Lifting	14
Section 12 Discipline	14
Section 13 Fitness-For-Duty Policy	14
Section 14 Civil Liability and Insurance	14
ARTICLE III EMPLOYEE COMPENSATION	15-22
Section 1 Salary	15
Section 2 Overtime and Callback	15
Section 3 Longevity Pay	18
Section 4 Holiday Pay and Birthday Leave	19
Section 5 Food Allowance	19
Section 6 School Tuition	20

TABLE OF CONTENTS (Continued)		PAGE
Section 7	Pay for Assuming Higher Rank	20
Section 8	Repair or Replacing of Personal Property	22
Section 9	Educational Incentive	22
Section 10	Personnel Records	23
Section 11	Mileage Payments	23
Section 12	Shift Premium	23
ARTICLE IV	VACATION	23-26
Section 1	Amount of Vacation	23
Section 2	Scheduling of Vacations	24
Section 3	Vacation Cash-Out Option	26
ARTICLE V	TRAINING, PROBATIONARY PERIOD AND ANNIVERSARY DATE	27
Section 1	Training, Probation and Anniversary Date	27
Section 2	Seniority	27
ARTICLE VI	PAID TIME OFF	28-31
Section 1	Award and Accumulation	28
Section 2	Service Connected Injury	29
Section 3	Non-Service Connected Injury	30
Section 4	Leave Day Records	30
Section 5	Short and Long Term Disability	31
ARTICLE VII	IMMUNIZATION	32
ARTICLE VIII	INSURANCE BENEFITS	32-35
Section 1	Life Insurance	32
Section 2	Hospitalization Insurance / Prescriptions	32
Section 3	Widows' and Family Benefits	33
Section 4	Hospitalization Retiree Benefits	33
Section 5	Dental Plan	34
Section 6	Optical Insurance	34
Section 7	Cash Payment in Lieu of Health Insurance Coverage	35
Section 8	Flexible Spending Accounts	36
ARTICLE IX	EQUIPMENT, UNIFORMS AND CLOTHING ALLOWANCE	36-38
Section 1	Equipment	36
Section 2	Uniform & Clothing Allowance	37
Section 3	Employees Using Township Vehicles	38

TABLE OF CONTENTS (Continued)		PAGE
ARTICLE X	FIRE FIGHTING DURING CIVIL DISORDERS	38
Section 1	Personal Protection	38
Section 2	Delegation of Authority	38
Section 3	Police Protection	38
Section 4	Fire Arms	38
ARTICLE XI	GRIEVANCE PROCEDURE	39-40
Section 1	General	39
Section 2	Procedure	39
Section 3	Time Periods	40
ARTICLE XII	VACATION AND SICK LEAVE UPON TERMINATION OF EMPLOYMENT	41
ARTICLE XIII	SEVERABILITY, DISTRIBUTION AND AUTHORITY OF AGREEMENT	41
Section 1	Severability	41
Section 2	Distribution of Agreement	41
Section 3	Authority of Agreement	41
Section 4	Unilateral Changes Prohibited	42
ARTICLE XIV	JURY DUTY	42
ARTICLE XV	PENSIONS	42-44
Section 1	Multiplier	42
Section 2	Average Final Compensation	42
Section 3	Employee Contribution	43
Section 4	Annuity Withdrawal	43
Section 5	Surviving Spouse Benefit for Retiree on Duty Disability Retirement	43
Section 6	Service Connected Death – Surviving Spouse	43
Section 7	13 <sup>th</sup> Check	44
Section 8	Non-duty Related Death – Surviving Spouse	44
Section 9	Normal Service	44
ARTICLE XVI	SCOPE OF AGREEMENT	44
ARTICLE XVII	PROMOTION SYSTEM	45-51
Section 1	General Qualifications	46
Section 2	Eligibility and Requirements	46
Section 3	Rules and Regulations	50
Section 4	General Provisions	50

TABLE OF CONTENTS (Continued)		PAGE
Section 5	Exclusivity	50
Section 6	Certification	51
ARTICLE XVIII	ADVANCED LIFE SUPPORT PROGRAM	51
	SIGNATURES	
APPENDIX A	SALARIES Schedule A Schedule B	53
APPENDIX B	WAIVER OF MEDICAL INSURANCE	55
APPENDIX C - G	BENEFIT SUMMARIES	56

**FIREFIGHTER'S UNION CONTRACT 2013 – 2017**  
**PREAMBLE**

**THIS AGREEMENT** entered into this 15th day of August 2013,  
between the **CHAPTER TOWNSHIP of CLINTON**, and **LOCAL 1381 of the**  
**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**, hereinafter referred  
to as the **UNION**.

**WITNESSETH**

**WHEREAS**, the parties hereto have negotiated a collective bargaining  
agreement and now desire to reflect all the terms and conditions of such  
Agreement in this instrument which terms and conditions are as provided  
hereinafter.

**NOW THEREFORE**, in consideration of the mutual covenants and  
benefits to be derived, the parties respectively agree:

**ARTICLE I**

**GENERAL PROVISIONS**

**Section 1. Purpose**

The parties hereto enter into this agreement pursuant to the authority granted by Act 336, of the State of Michigan, 1947, as amended, and also as such Act is amended by Act 379 of the State of Michigan, 1965, as amended to incorporate in this formal written collective bargaining agreement all the terms and conditions of employment for the Clinton Township Fire Department Employees covered hereby which have heretofore been negotiated between the parties hereto.

## **Section 2. Definitions**

(a) **Township** shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed representatives.

(b) **Union** shall mean Local 1381 of the International Association of Fire Fighters (also known as the Clinton Township Fire Fighters Association, AFL-CIO) and its duly elected or appointed officers or representatives.

(c) **Employee** shall mean all members of the Clinton Township Fire Department, except the Chief, Deputy Chiefs and clerical positions.

1. Staff employee shall mean all members of Local 1381 who are not customarily or usually engaged in fire suppression work.

2. Line employee shall mean all fire members who are assigned to fire suppression.

(d) **Civil Disorder** shall mean any occurrence arising out of or directly connected with a voluntary act of aggression upon the citizens and / or property of the Township, County, State, or Nation wherein violence and destruction are enacted.

(e) **Kelly** shall mean the ninety-six (96) hour period each employee has off.

(f) **Call** shall mean the responding to a request for service.

(g) **Funeral** shall mean that period of time from death to burial that is normally incurred coincidental to the religious beliefs of the deceased.

(h) In the construction of the words used in this Agreement, whenever the singular is used, it shall include the plural and masculine and feminine genders shall include one another.

(i) **Sworn Officer** shall mean any employee that has been permanently promoted to the position of Battalion Chief, Captain, and Lieutenant.

(j) **Special Events** shall be defined as station tours, ceremonies, school programs, public appearances, fire prevention details, court appearances, public relation events, and other official department business functions, as determined by the fire administration.

## **Section 3. Recognition of Union**

The Township hereby recognizes the Union as the sole and exclusive bargaining representative of all full-time employees of the Clinton Township Fire Department, excluding Chief, Deputy Chief and clerical positions.

#### **Section 4. Duration of Contract**

This Agreement shall be effective at 12:01 A.M. on April 1, 2009~~13~~ with respect to hours, wages and working conditions subject to the provisions contained in Schedules "A" and "B" incorporated herein and shall expire at 11:59 P.M. on March 31, 2017. The parties hereto mutually agree to undertake negotiations for any change of wages or fringe benefits or for the new Agreement after the expiration of this contract commencing ninety (90) days prior to the expiration of any of the terms herein mentioned and in the event that such negotiations extend beyond the expiration date of this Agreement all work performed shall be governed by this Agreement until a new collective bargaining agreement is entered into.

#### **Section 5. Union Business**

(a) One (1) officer or duly elected or appointed representative of the Union shall be afforded time during regular working hours, without loss of pay, to fulfill their Union responsibilities, to include administration and enforcement of this Agreement and the processing of grievances not to exceed two (2) hours in any twenty-four (24) hour shift for a line employee, and not to exceed two and one half (2-1/2) hours in any work week for a staff employee.

The duly elected officers of the Union shall be allowed to attend local Union meetings while they are on duty, provided the officers are replaced from another station without a loss of manpower, at no cost to the Township, but such leave shall not exceed a period of four (4) hours. During contract negotiation, the four (4) hour limitation provisions shall not apply for meetings called by the Township or meetings agreed to by the Township for the purpose of negotiating this contract.

Duly-elected officers of the Union who are scheduled for duty and are in attendance at official Union related business meetings (i.e., any / all steps of the Grievance procedure, contract arbitration hearings, and Township / Union Safety Committee meetings) shall be allowed sixty (60) minutes return time per meeting (s) held within the Township borders, and one-hundred twenty (120) minutes return time per meeting (s) held outside of the Township borders to return to work. This time shall begin at the time the meeting / hearing ends.

#### **(b) Union Sponsored Activities**

1. Two (2) duly elected delegates/alternates shall be allowed time off per day without loss of pay to attend the Michigan and International Fire Fighters Convention, however, this time shall be allowed as reasonably required, but in no event shall it exceed seven (7) consecutive calendar days per delegate.



2. Two (2) duly elected or appointed Union representatives shall be allowed time off per day, without loss of pay, to attend Union sponsored schools and work seminars, not to exceed in any one (1) calendar year seven (7) calendar days with approval of the Chief. Such approval shall not be unreasonably withheld. Such days shall not be deducted from vacation or sick days.

3. Two (2) duly elected or appointed Union representatives shall be allowed time off per day, without loss of pay, to attend the Michigan Professional Fire Fighters Union quarterly Sixth (6<sup>th</sup>) District meetings. This time is to be granted as reasonably required, up to six (6) hours per representative, per meeting.

(c) Union Meetings:

The Union may conduct Union meetings on Fire Department premises, provided that all such meetings shall commence not earlier than 1900 hours, and shall be limited to not more than two (2) meetings per week and a maximum of four (4) meetings per month. Each meeting shall be scheduled and conducted in a manner so as not to disrupt or otherwise interfere with the duties of the Employee and the operation of the Department. Extra meeting shall be allowed with the approval of the Fire Chief.

(d) Bulletin Boards

The Township shall provide one (1) bulletin board at each Fire Station for the exclusive use of the Union in posting notices which shall not include any written material of a political nature. Any / all matters posted shall be signed by an officer of the Union and in the absence of such signature may be removed by the Township. Such bulletin boards shall be identified with the name of the Union and the Union may designate such of its members as it may desire to be responsible for the maintenance and posting of materials thereon. Said bulletin board shall be afforded space in the day room of each station.

**Section 6. Union Security or Agency Shop**

As a condition of employment, all employees shall sign a written authorization with the Township to have deducted from wages and paid to the Union a sum equal to the employee's fair proportion of cost of negotiation, execution, administration and enforcement of this Agreement and its terms.

It is agreed that a fair proportionate share of the aforesaid cost is equal to the regular monthly membership dues as shall from time to time be promulgated by the Union membership and published by its officers.

Any employee refusing to authorize such cost deduction by the Township shall be subject to dismissal within thirty (30) days from the first day of employment without written authorization. Existing employees at the date of execution of this Agreement who have not previously signed such authorizations shall be subject to dismissal at the

discretion of the Township Board upon refusal to so authorize within thirty (30) days of the execution of this Agreement.

The Union shall indemnify and hold the Township harmless for any costs or expenses incurred, including actual attorney fees, in the event of any employee asserting any claim against the Township in respect to the foregoing.

### **Section 7. Exclusive Collective Bargaining Agreement**

The Township shall not enter into any collective bargaining agreement with an employee or with any other collective bargaining organization which in any way conflicts with the provisions hereof during the terms of this Agreement.

Employees of the Fire Department of the Township shall continue to perform, and no other persons other than employees of the Fire Department of the Township shall perform, work normally and customarily performed by employees of the Fire Department of the Township.

It is understood that supervisory employees not covered under this Agreement shall not perform work within the jurisdiction of the Union except when unusual emergency circumstances occur.

Both the Township and the Union agree that the duty of dispatching fire department calls is not work exclusive to the bargaining unit. At the sole discretion of the Fire Chief, the Township may enter into an agreement with another organization for fire department dispatching duties if those dispatching duties are performed by dedicated fire dispatch.

This restriction on the performance of bargaining unit work by persons other than those employed within this collective bargaining unit shall commence upon the execution of this Agreement and shall continue in full force and effect.

### **Section 8. Dues and Fair Share Payments Payroll Deduction**

The Township shall deduct Union dues or Fair Share Payments from each bi-weekly paycheck (member's monthly dues x 12/26 = bi-weekly amount), for each employee from whom it receives written authorization to do so. Such dues or Fair Share Payments shall be forwarded to the Union's financial officer not later than ten (10) days after such deductions are made.

### **Section 9. Leaves of Absences**

(a) Educational Leaves: Leaves of absence shall be granted an employee to attend a recognized college, university or trade school full time, provided the course of instruction is related to the employee's employment opportunity with the Township. Before receiving such leaves or extensions thereof, the employee shall submit to the Township satisfactory evidence that the school has accepted the employee as a student and on the expiration of each semester or term shall submit proof of attendance during

such term not to exceed two (2) employees at any given time. However, when the Township can show compelling or emergency reason why the leave should not be granted, then the Township may withhold the leave of absence grant. Once an employee's leave of absence commences, the employee's seniority shall be frozen and the Township shall not maintain or provide the employee hospital, medical, life, dental or optical insurance for the leave period and the employee ceases to accrue pension service credit, vacation, PTO or sick leave.

(b) General Leaves: Leaves of absence for a reasonable period of time, not to exceed one (1) year, may be given with approval and permission of the Township Board, for good cause shown, such as illness in the immediate family, jury duty or appointed public office. Such leaves may be extended for cause. Immediate family shall mean spouse and/or children or in the case of an estate settlement, father or mother of employee or spouse. Once an employee's leave of absence commences, the employee's seniority shall be frozen and the Township shall not maintain or provide the employee hospital, medical, life, dental or optical insurance for the leave period and the employee ceases to accrue pension service credit, vacation, PTO or sick leave.

(c) Military Leave: Military leave will be granted any employee upon entering the Armed Forces of the United States for one (1) enlistment not to exceed four (4) years or by virtue of being drafted.

Upon release from active duty, said employee shall be rehired upon the following terms:

1. Said employee must have been separated from active service by means of an Honorable Discharge and shall not have been in said service for a period exceeding the four (4) years above mentioned whether drafted or otherwise.
2. Said employee must request a rehire within sixty (60) days from the date of discharge and the rehiring shall be effective within sixty (60) days of application if employee meets all requirements of this paragraph.
3. Prior to rehire, the said employee must successfully pass the required physical examination.

Where any aforementioned employee has upon release from active duty been assigned to military reserve necessitating participation in said Reserves, or by virtue of any National Guard status, then said employee will be given the required time off to attend annual active duty training, monthly meetings and emergency activation if needed. Such employees shall receive their salary provided they make up the number of work days missed while at camp; or taking the training required, provided however that at the election of the employee if desired, they may return to the Township the taxable money received from the military duty and shall then receive full pay for the number of shifts missed from the Township without having to make up said days provided the training does not exceed ten (10) duty days per calendar year. Said limitation shall apply to all

employees, existing or new, who request their regular pay reimbursement. Provided further, that no employee presently in the employ of the Township who is governed by this Agreement shall unilaterally enter into the Armed Forces of the United States or the National Guard service after the effective date of this Agreement and any such action by an employee unilaterally shall not entitle them to the benefits above described. In order for an employee to receive their regular pay from the Township for time spent in training, the employee must:

1. Provide a copy of the employee's military orders to the Fire Chief, prior to leave when possible.
2. For training days that an employee wishes to receive full pay from the Township, the employee shall reimburse the Township a pro-rata portion of the employee's full taxable military pay for time spent in training, within thirty (30) days after the employee receives his/her taxable military pay. (i.e., if an employee is paid on military leave for seven (7) days and misses two (2) days of that taxable income to the Township to be reimbursed two (2) full days pay from the Township within thirty (30) days of receiving their military taxable pay).

(d) Rehire: Employees taking a leave of absence for any reason listed in Section 9, (a), (b) or (c), will retain rank and accrued seniority and will be rehired upon return according to the conditions therein stated. Prior to rehire, the said employee must submit to and successfully pass a required reasonable physical examination after any extended leave of absence.

(e) Funeral Leave for Line Employee: When death occurs in the employee's and/or spouse of employee's immediate family (i.e., spouse, parent, step-parent, grandparent, parent or step-parent of spouse, child, step-child, brother or sister) that employee shall be excused for not more than two (2) normally scheduled working days immediately following the date of death (when circumstances allow) provided they attend the funeral. If the funeral of an immediate family member is held more than two hundred and fifty miles (250) from the Township Civic Center offices, as measured by MapQuest/Google maps, an employee will be granted two (2) additional days with pay to attend the funeral. One (1) scheduled working day shall be allowed an employee for the purpose of attending the funeral of any other relative not mentioned above. These days shall be allowed without loss of pay and are not to be deducted from sick or vacation leave time.

(f) Funeral Leave for Staff Employee: When death occurs in the employee's and/or spouse of employee's immediate family (i.e., spouse, parent, grandparent, parent of spouse, child, brother or sister) that employee shall be excused, when required, for not more than three (3) normally scheduled working days. If the funeral of an immediate family member is held more than two hundred and fifty miles (250) from the Township Civic Center offices, as measured by MapQuest/Google maps, an employee will be granted one (1) additional days with pay to attend the funeral. One (1) scheduled

working day shall be allowed an employee for the purpose of attending the funeral of any other relative not mentioned above.

**Section 10. Management Rights**

(a) The Township, on its own behalf and on behalf of the electors of the Township, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and invested in it by the laws and Constitution of the State of Michigan and / or the United States. The exercise of these powers, rights, authority, duties and responsibilities by the Township and the adoption of such rules, regulations and policies by the Township and the adoption of such rules, regulations and policies as the Township may deem necessary shall be limited only by this Agreement, subject only to the condition that, except as modified in the collective bargaining agreement, all conditions of employment, as they existed on the date this Agreement was signed, shall remain in full force and effect and no recognized practice or arbitral award defining rights and benefits shall be constructed to be modified, except as specifically modified by the terms and conditions of a written agreement between the parties.

(b) Whenever possible, prior to the issuance, implementation, or revision of any department S.O.P., Directive, S.O.G., or memorandum, the Union President or his designee will be afforded an opportunity to review the material for any possible conflict with current contract language, grievance settlements, or past practices.

**ARTICLE II**

**WORKING CONDITIONS AND SCHEDULE**

**Section 1. Maintenance of Equipment, Building and Grounds**

- (a) 1. Any major repairs on vehicles requiring the knowledge of a mechanic shall not be done by the employees, unless a qualified mechanic is hired into the Department.
2. All fire department vehicles must be inspected at least once each year. This is not to preclude more frequent inspection or care if shown to be necessary. This shall be done by a State certified mechanic of the Township's choosing. The inspections of each vehicle shall include at a minimum, by way of illustration and not limitation, visual and / or mechanical inspection necessary of the engine, steering mechanisms, brake system, lights, tires, hydraulic equipment, gears, gauges, transmission, ladders and exhaust system. A report of the mechanic will be given to the Union.

(b) Buildings: The employees' duties shall consist of keeping the quarters of all fire department vehicles clean along with all other work directly connected with fire fighting. In addition, the employees agree to paint living quarters only not more than once each calendar year. Heavy maintenance work which requires special skill, including by way of illustration, but not limited to, carpentry work, plumbing, or electrical work, wall washing and painting shall not be required. Employees shall not be required to work on the outside of buildings or on the grounds other than for window washing or other types of work directly related to fire fighting.

(c) Grounds: Approaches will be kept clean and free of interference as much as possible. Snow shall be removed from the front of truck doors, sidewalks and parking area by mechanical means.

(d) Hydrant Inspection: Fire Department personnel shall be allowed to test and inspect fire hydrants located within the Township.

**Section 2. Shift Hours and Maximum Work Week**

The work day shall begin at 0800 hours and continue for Twenty-Four (24) hours to 0800 of the following day. The work shift shall be scheduled on a three (3) platoon system to provide the following arrangement for each employee:

- Work Twenty-Four (24) Hours
- Off Twenty-Four (24) Hours
- Work Twenty –Four (24) Hours
- Off Twenty-Four (24) Hours
- Work Twenty-Four (24) Hours
- Off Ninety-Six (96) Hours

The maximum work week shall be as prescribed by Act 125 of the Michigan Public Acts of 1925, as amended by Act 115 of the Michigan Public Acts of 1965, during the term of this Agreement. Provided however, the limitations on the work week imposed by said Acts shall not apply in cases of public necessity arising from great conflagration, riot, flood, epidemic of pestilence or disease, for disciplinary measures.

For staff employees in the Training Division, hours of work will be forty (40) hours per week, eight (8) hours per day with one (1) hour off for lunch. Scheduling of daily hours will be consistent with those presently worked by the Chief and Deputy Chief of Department, or as otherwise mutually agreed by the staff employees in the Training Division and the Administration.

For staff employees in the Fire Prevention Bureau, hours of work will be forty (40) hours per week, ten (10) hours per day with one (1) hour off for lunch. Hours will be from 0700 hours to 1700 hours with one (1) hour off for lunch, or as otherwise mutually agreed by the staff employees in the Fire Prevention Bureau and the Administration. When holidays fall during the week, all the members of the Fire Prevention Bureau will revert back to an eight (8) hour day schedule to avoid any conflict with scheduling or time off. The scheduling of the ten hour day shifts will be the responsibility of the Fire Chief and /or his designee.

### **Section 3. Officer and Rig Staffing**

A minimum of three (3) fire fighters, one of whom shall be a sworn officer, shall be assigned per rig.

Three (3) per Engine Company, one of whom shall be a sworn officer.  
Three (3) per Truck Company, one of whom shall be a sworn officer.  
Three (3) per Rescue Company, one of whom shall be a sworn officer.  
One (1) Shift Commander per shift  
One (1) Dispatcher per shift, except as provided in Article I, Section 7

A minimum of one (1) Paramedic shall be assigned per ALS apparatus and he / she shall be included in the three (3) fire fighters per company minimum described above.

Through attrition, the number of captain positions shall be reduced from seven (7) to five (5) to provide one captain for each operating station. This number may be further reduced, likewise through attrition, if the number of operating stations is reduced below five (5).

### **Section 4. Employee Time Trading**

Employees may voluntarily trade work or sick leave days between themselves, provided that any such trade shall receive prior approval of the Chief, Deputy Chief, or in his absence, the officer designated by the Chief as next in charge. Requests for time trading commencing Saturday or Sunday shall be made no later than 12:00 noon the preceding Friday, except in the event of an emergency.

Time trades will be valid only with full-duty or light-duty employee on the scheduled date of the trade. An employee who is involved in a time trade and who is aware of the fact that they will not be able to fulfill their portion of the trade will be responsible for finding another full-duty or light-duty employee to work the shift in question. If an employee agrees to a time trade and fails to appear for duty, he/she shall be held responsible for failure to appear that day.

However, if within seven (7) calendar days of the scheduled time trade, an employee suffers an illness or injury arising out of or connected to their employment with the Township and is not able to fulfill their portion of the trade, said employee shall not be responsible for finding a replacement.

The grievance arbitration award of Maurice Kelman dated September 23, 2003 is incorporated herein by reference.

**Section 5. Relief**

When employees are at a fire at the duty changing hour and they are needed at the scene, then they shall receive time and one-half (1-1/2) pay until such time as they are relieved.

**Section 6. Platoon Change(s)**

(a) Required Platoon Change

If the Township requires an employee to change their shift, they shall do so without loss to any affected employee (i.e., vacation accruals – if an employee was scheduled off-duty for an established period of vacation, which includes the calendar days before and after scheduled vacation day(s), said employee will be allowed at least these same calendar days off on the new shift, without any additional vacation days charged against their accruals).

In the event that an early retirement incentive program is offered by the Township to members of the bargaining unit, the Union agrees to re-pick the vacation schedule for the 2011-2012 vacation year once it is determined which employees will be left and assigned to what platoon. This re-pick shall not cause the Township to suffer any economic impact.

(b) Voluntary Platoon Change

Voluntary changing of platoons will be allowed each year based on the following criteria:

1. Platoon change requests shall be submitted to the Operations Chief before December 15<sup>th</sup>;
2. The person who employee is changing with must be in agreement;
3. The person must be of the same rank;
4. The person who employee is changing with must be within the same assigned Group as per Article III, Section 7, paragraph e;
5. There will be no cost to the Township;



6. All changes shall be reviewed and approved by the Operations Chief;
7. Seniority for the purpose of selecting vacations shall be amended so that no other employee suffers a loss of position in their vacation selection position, except for the senior person that is requesting the transfer. That employee shall assume the position (for vacation picks only) below the person that he/she is trading with. The junior employee that is requesting the transfer does not pass up and assume the senior employee's pick that they traded with.

**Section 7. Laundry and Linen Provisions**

The Township will provide, effective as soon as possible, to:

Suppression Employees:

Two (2) sets of bed linens, including:

Two (2) pillow cases

Two (2) fitted sheets

Two (2) flat sheets

(All bed linens will be blue in color)

Six (6) bath towels

Two (2) blankets (replaced as necessary)

Staff Employees:

Ten (10) bath towels

It is further agreed that the Township will provide a new set of the above laundry inventory once every two (2) years for all employees. The laundry will be issued on April 1<sup>st</sup>.

The Township will continue to provide other required laundry service and supplies as needed for Fire Department operation, including but not limited to; dish towels, floor mats, truck towels, rags, and mattress pads.

## **Section 8. Recreational Equipment Budget**

(a) Each year on April 1<sup>st</sup>, the Township shall allocate Three-Hundred Dollars (\$300.00) per station per contract year for recreational equipment, supplies and repairs to same (excluding exercise equipment) for the fire department and such equipment, supplies, and repairs to same (excluding exercise equipment) shall be purchased and arranged by the Union with check issued by the Township and the Union shall give copies of related invoices or receipts of such purchases or repairs to the accounting department in the month of March of every year. Monies not spent shall be carried over by the Township.

(b) Employee shall be allowed time, after all scheduled work is completed, to care for their personal vehicles. Such care should be done outside of any Township Building and should not interfere with employee fire fighting duties. Provided, however, that employees shall not use employer's materials and any injuries sustained while working on a personal vehicle shall be considered the responsibility of the individual employee.

## **Section 9. Physical Fitness Program**

(a) It is understood that participation in the physical fitness program is mandatory for all fire suppression personnel, who have had proper medical evaluation and clearance for participation in the program, from the agency providing same as mutually agreed upon by the Township and the Union.

(b) The medical facility providing service for the program will conduct the necessary physicals and personal evaluations at intervals based on their recommendations. All results of these physicals, or information pertinent to the health status of the employee, shall be held in confidence between the medical facility and the employee.

(c) The Township shall provide, maintain, and replace as necessary, exercise equipment at each of the fire stations. Replacement and new purchases of exercise equipment shall be made on the recommendation of the Safety Committee as referenced to in Article IX, Section 1, subsection (d).

(d) Specific times for the program will be daily, from 1000 through 1130 hours, with adequate time following for clean up and personal grooming.

(e) The physical fitness program has precedence over all other details or duties during the prescribed time, with the exception of emergency responses, or duties directly related to the serviceability of emergency equipment. Should an employee be precluded from participation in the program during the prescribed time due to one of the aforementioned reasons, or other circumstances beyond the control of the employee, the employee shall be afforded the opportunity to participate in the program at another time

during the employee's shift, which is mutually agreeable between the employee and their respective company officer.

(f) In special circumstances where fire service or related training must displace the prescribed physical fitness program hours as determined above, it is understood that every effort will be made to afford the employee the opportunity to participate in the physical fitness program during the hours normally set aside for departmental training.

(g) The Township shall allocate the Union Five-Thousand Dollars (\$5,000.00) per contract year for the sole purpose of purchasing / upgrading the exercise equipment at the fire stations. The Union shall turn in purchase requests to the Fire Administration for processing.

#### **Section 10. Driver's Licenses**

The issue of Fire Department employee driver's licenses shall, for the term of this contract, be left to the discretion of the Fire Chief. The Chief shall, inter alia, have the discretion to mandate all Fire Department employees who are required to drive a Fire Department vehicle possess a valid Michigan driver's license. Failure to provide a proper license when requested will authorize the Chief to impose sanctions. It shall be the employee's responsibility to notify the Chief if his/her license is suspended.

#### **Section 11. Stretcher Lifting**

The employees shall not be required to lift the stretchers of the private ambulance company providing transporting services to the Township, except when it will have a direct impact on the immediate care, health and safety of the patient.

#### **Section 12. Discipline**

A written reprimand will be removed from an employee's personnel file after a period of two (2) years from the date of discipline, provided that there is no other disciplinary action during the two (2) year period.

#### **Section 13. Fitness-For-Duty**

The Parties agree to discuss and negotiate a Fitness-For-Duty policy and take all necessary and reasonable steps to accomplish same by modifying this Agreement via a letter of understanding.

#### **Section 14. Civil Liability and Insurance**

a. The Township shall provide insurance coverage and legal counsel for the protection of the Township and all employees against civil liability for alleged incidents

which occurred while the employee was acting within the course of his or her employment.

b. The Union shall be issued a copy of the insurance policy and each employee shall have the opportunity to familiarize themselves with the provisions thereof.

c. It is incumbent on each employee to work with the attorneys for the Township or the Township insurance carrier, for those lawsuits which could reasonably be expected to exceed the dollar amount of the insurance protection or for causes not covered by insurance. Once a determination has been made that the suit could reasonably be expected to exceed coverage, or if a cause is not covered by insurance, the Township will send notice of same to the employee. If an employee desires to be represented by their own counsel, it shall be incumbent upon the employee to secure same at the employee's own expense.

d. The Township and affected employee(s) shall provide all court notices, filings and/or documents to each other upon receiving and/or filing same.

### **ARTICLE III**

#### **EMPLOYEE COMPENSATION**

##### **Section 1. Salary**

(a) Each employee shall receive a salary during the term of this Agreement in accordance with Salary Schedules "A" / "B", incorporated herein by reference.

(b) The salary as set forth above shall be payable on Friday of each second week for the previous two (2) weeks worked. Each employee's paycheck stub shall reflect, in all areas designated for same, any / all monies earned and paid. Determination shall be made as to employee's hourly rate, overtime worked, and amount paid for same, pay for acting rank and amount paid for same, etc..

(c) Employees shall be notified in writing two (2) weeks prior to the issuance of any payroll check from which disciplinary fines are deducted.

(d) All members of the bargaining unit shall participate in direct deposit for all Township pays.

##### **Section 2. Overtime and Callback**

(a) Effective with the signing of this Collective Bargaining Agreement, off-duty employees who are called to respond to an emergency situation shall be paid at the rate of time and one-half (1-1/2) for a minimum of three (3) hours. In the event an

employee is required to work beyond three (3) hours on one call, the rate of time and one-half (1-1/2) shall prevail for the remaining hours or any part thereof worked. On-duty employees who are required to work beyond 0800 hours to fill out reports shall be paid at the rate of time and one-half of the employee's regular wage rate. Said on-duty employees shall complete a report for any such time immediately thereafter.

(b) The call shall start from the time the employee is contacted and responds affirmatively until the equipment is back in service, upon discretion of the officer in charge, provided, however, that with relief the employee can be sent home and the call terminated.

(c) Time and one-half (1-1/2) shall be paid for every hour worked in excess of the regular work schedule set forth in Article II of this Agreement.

(d) When calling in additional employees for Emergency Callback, the Township shall create and maintain an Emergency Callback list using the center of the Township (Harrington and Groesbeck), to determine the distance, by internet map programs (i.e., Yahoo Maps, Mapquest, etc.), that each employee lives from the center of the Township and the order in which they shall be called in by the person on "watch".

It is further understood that the Township shall also create and maintain a second (2<sup>nd</sup>) list, that shall be used when the need arises for an extra dispatcher(s) to be hired for Emergency Callback position(s) in the "watch room." This distance, as determined by internet map programs (i.e., Yahoo Maps, Mapquest, etc.), shall determine which employees live closest to Fire Headquarters and the order that they shall be called for this position.

It shall be the responsibility of each employee to notify the Fire Department Administration and the Union Executive Board when the Employee has an address change so that the Union Executive Board can determine the distance from the two locations as described in the above paragraphs. The new address shall also be forwarded to the Fire Department Administration to maintain the Emergency Callback and the Watchroom Emergency Callback lists.

(e) Overtime shall be scheduled by the Shift Commander at Headquarters' station. Overtime shall be scheduled in accordance with the overtime policy as established by the membership of Local 1381. Any changes to the Overtime Policy shall be mutually agreed upon by Local 1381 and the fire administration.

All employees in the Fire Prevention Division shall be in a rotating schedule of being on call for the purpose of fire investigation. The rotation shall be on a weekly basis (00:00 hours on Monday to 24:00 hours on Sunday). Compensation will be provided to the assigned employee in the form of six (6) hours straight time per week. This is predicated on the employee's availability throughout the assigned week, (i.e., if the employee is available for six (6) days then the employee is unavailable the seventh (7<sup>th</sup>) day, the employee forfeits the six (6) hours regardless of the hours completed in the "on-

call" status that week.) Those weeks where a holiday falls, employees shall be entitled to five (5) additional hours per recognized holiday. Call-in less than one-half (1/2) hour before the start of their shift shall be considered scheduled overtime, otherwise there shall be a three (3) hour overtime minimum for responding to fire investigation.

(f) Pay for Court Time

Employees who as a result of their employment within Clinton Township or while performing mutual aid duties are required to give testimony in Court while off-duty relevant to their activities or observations shall be paid at the overtime rate of one and one-half (1-1/2) times their base hourly rate for all hours spent on such assignments with a minimum of three (3) hours for each appearance. Employees cannot receive more than one and one-half (1-1/2) times their base hourly rate even if their appearance is on a holiday or the employee is on vacation.

Any fees applicable for Court appearances, except for mileage, shall be assigned to the Township.

(g) Staff Employee Compensatory Time

(1) Compensatory time shall be accumulated as follows:

- a. Compensatory time shall be accumulated at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.
- b. No more than eighty (80) hours of compensatory time will be allowed on the books at any given time.
- c. No more than a total of one-hundred twenty (120) hours are to be taken in any contract year.
- d. The eighty (80) and one-hundred twenty (120) hours respectively are for each individual.

(2) Compensatory time shall be used as follows:

- a. Compensatory time is to be used only when manpower permits, only at the employee's discretion, with the approval of the Chief, and / or his designee.
- b. No more than two (2) days or an accumulation of sixteen (16) hours are to be taken in any given calendar month.
- c. Compensatory time may be used by itself or in conjunction with vacation or leave days.

(3) Payment for compensatory time

Upon separation from service, members shall be paid for all their accrued compensatory time. In the event the separation is due to the member's death, the payment for accrued compensatory time shall be paid to the member's estate, legal representative, or to their immediate family as provided by law.

(h) Fire Department Functions

All employees agree to work and are then scheduled for a fire department function on an off-duty day shall receive overtime compensation at their respective rate of pay, with the exception of Staff Employees, who may request compensatory time as per Article III, Section 2, subsection (g), in lieu of overtime compensation. The scheduling of personnel is not subject to the Union's overtime policy.

(i) Clinic / Therapy Visits

All employees that are required to attend the Township assigned clinic for an initial visit, re-visit, or for therapy sessions after their scheduled work day, shall receive a minimum of two (2) hours overtime compensation at their respective rate of pay, plus mileage.

**Section 3. Longevity Pay**

Each employee shall receive longevity pay in accordance with the following schedule in addition to the base salary set forth in Schedules "A" and "B" attached hereto and made a part hereof, provided that the rates specified hereinafter shall be subject to a maximum salary of thirteen-thousand dollars (\$13,000.00):

Two percent (2%) of gross base pay beginning the sixth (6<sup>th</sup>) year of service.

Four percent (4%) of gross base pay beginning the eleventh (11<sup>th</sup>) year of service.

Six percent (6%) of gross base pay beginning the sixteenth (16<sup>th</sup>) year of service.

Eight percent (8%) of gross base pay beginning the twenty-first (21<sup>st</sup>) year of service.

Ten percent (10%) of gross base pay beginning the twenty-sixth (26<sup>th</sup>) year of service.

Longevity pay shall be due and payable in a lump sum payment on the last pay day in November in each year during the term of this Agreement.

It is hereby agreed between the parties hereto that if the longevity provisions are improved for any other bargaining unit within the Township, the parties agree to change this Section of the Contract in accordance with the improvements made to other bargaining units, provided it is an increase in benefits, rather than a decrease.

#### **Section 4. Holiday Pay and Birthday Leave**

(a) All line employees shall be compensated for the following holidays at one-half (1/2) their base pay for a twenty-four (24) hour day. Said holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Veterans Day, Christmas Day, Christmas Eve Day, and New Year's Eve Day. Good Friday shall be paid in June, and Christmas Eve Day and New Year's Day shall be paid in November of each year. The employees shall receive holiday pay on the last pay day in November for the holidays earned up to that time, except Washington's and Lincoln's Birthdays and Good Friday shall be paid on the first (1<sup>st</sup>) pay day in June.

For any employee who has worked less than one (1) year or who terminates employment prior to receipt of holiday pay shall receive immediately upon termination all of accrued holiday pay prorated on the basis of the number of calendar months worked as compared to twelve (12) calendar months.

(b) Each employee shall receive one (1) day off with pay for their birthday. The employee shall be allowed to choose what day to take off for the birthday provided it does not interfere with a previously scheduled vacation. Birthday and / or vacation days will have equal status and scheduling will be done on a first (1<sup>st</sup>) request basis.

(c) All Staff Employees shall receive a day off with pay for the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Veterans Day, Christmas Eve Day, Christmas Day, President's Day, Good Friday, Columbus Day, and New Years Eve Day provided that the Staff Employee works his / her scheduled day before and after a holiday unless the day is excused by the Department Head or his /her designee. If required to work or called in on a covered holiday, then that employee shall receive double pay for a minimum of two (2) hours. Time and one-half (1-1/2) shall be paid for every hour worked in excess of the regular work schedule set forth in Article II of this Agreement.

#### **Section 5. Food Allowance**

Each fire fighting employee shall receive, in addition to their regular salary, a food allowance to be paid on the last payday of November of each year. The date for determining the annualized payment will be October 31<sup>st</sup> (inclusive) of each year.

Effective April 1, 2004, food allowance will be paid at the rate of ten dollars thirty-one cents (\$10.31) per shift, and annually thereafter, the food allowance per shift



will be determined by multiplying the percentage of increase or decrease from September 1<sup>st</sup> through August 31<sup>st</sup> of each year of the Consumer Price Index (for food only) using the all urban consumers Detroit area schedule (148.8 August 1996) to the previous year's food reimbursement.

Food allowance shall be payable to those employees who work the majority of the meal time hours. Meal time hours are 0800 to 1800 hours. For the purpose of this section time off as provided in Article I, Section 5(a) and Article XVIII (normally scheduled work days), shall be treated as time worked. Staff employees shall not be eligible for food allowance under this provision.

## **Section 6. School Tuition**

Any employee who, on their day off, attends a college, university, trade school, technical school, conference or seminar in a curriculum related to the fire services, as determined by a panel of three (3) members, including the Fire Chief, Human Resource Director, and the Union President, shall be reimbursed by the Township in the amount of the tuition and books paid as is the current practice, except that the Township shall only reimburse tuition up to an amount equal to the cost for thirty (30) credit hours per year based upon the per credit hour cost at Macomb Community College. Upon completion of a course with a passing grade, approval of such reimbursement shall be granted by the Chief.

## **Section 7. Pay for Assuming Higher Rank**

(a) An Officer/Acting Officer shall be in charge of each company at all times. Anytime in the course of employment that an employee is required to assume the duties and responsibilities of a higher rank for a period exceeding one (1) hour, the employee shall be compensated at the base pay of the rank assumed, for all hours worked in that capacity.

(b) Whenever possible, an employee being upgraded must meet the minimum criteria established for the position to which the employee is being upgraded, based on Article XVII of the Collective Bargaining Agreement. This is not meant to imply that if an adequate number of officers are on duty, (based on Article II, Section 3, of this Collective Bargaining Agreement), additional officers must be hired to achieve the above principal.

(c) It is understood that Lieutenants will not be upgraded to the rank of Captain unless specifically required to assume the duties and responsibilities of that position.

(d) Battalion Chiefs shall always be the Battalion Commander when working with their respective platoon. In the event of a Battalion Chief's absence, the Battalion Commander position shall be filled according the Article XVII, Section 2, paragraph (c).

If no employee meets these requirements, the senior ranking officer on duty shall assume the responsibilities of the Battalion Commander.

(e) If an officer is not available with regards to the last paragraph of this section, the senior employee must assume the responsibilities of the Company Officer, and shall be compensated at a Lieutenant's prevailing rate of base pay.

(f) "Senior" shall mean the employee ranked in descending order on the most recently certified, grade appropriate, Police and Fire Civil Service Eligibility List.

An employee may be removed from the eligibility list for assuming a higher rank by submitting a written request to the Charter Township of Clinton Police and Fire Civil Service Commission. Immediately following acceptance, acknowledged with the certification of the list by the Police and Fire Civil Service Commission, the affected member(s) will not be considered for assuming a higher rank. For reinstatement on the eligibility list, a written request shall be submitted to the Charter Township of Clinton Police and Fire Civil Service Commission. Immediately following acceptance by the Commission, affected member(s) shall be reinstated and ranked on the eligibility list consistent with the language defining seniority under Article XVII, Section 2.

(g) The Administration shall tentatively re-align all suppression employees according to groups on December 1<sup>st</sup> of each year. A permanent alignment shall be finalized on January 1<sup>st</sup>, with the affected suppression personnel being transferred by March 1<sup>st</sup>. Fire suppression personnel shall be categorized into five (5) Groups:

Group 1: shall consist of three (3) Battalion Chiefs.

Group 2: shall consist of Lieutenants and Captains assigned to a company on a given platoon based on the number of companies in service.

Group 3: shall consist of fire fighters according to department seniority. Each fire fighter in this group shall be the senior fire fighter assigned to a company on a given platoon based on the number of companies in service.

Group 4: shall consist of firefighters according to department seniority. Each fire fighter in this group shall be the second most senior fire fighter assigned to a company on a given platoon based on the number of companies in service.

Group 5: shall consist of the remaining fire fighters and these fire fighters shall be considered detailed fire fighters.

Members of each group shall be balanced across the three (3) platoons. This will insure that the most senior employees are distributed evenly and aligned fairly for receiving compensation for assuming a higher rank (i.e., Acting Lieutenant / Battalion

Chief). The senior fire fighter assigned to the company, whether actually scheduled, on overtime, or involved with a time trade, and who meets the criteria under Article XVII, shall assume the acting rank on that company. If no fire fighters assigned to a company meet the above criteria, the senior fire fighter on duty shall assume the responsibilities of the company officer.

(h) If the Department designated number of sworn officers cannot be achieved with hiring overtime, excluding vacation / time trade personnel, a senior fire fighter may be upgraded. Hiring of an officer will only take place if staffing is under complement.

### **Section 8. Repair or Replacing of Personal Property**

The Township agrees to repair or replace articles of personal property, except wallets, money or coins in wallet, provided that such damage was caused without negligence on the part of the employee and was also caused in the course of employment. The articles of personal property that the Township will repair or replace under this paragraph refers to; articles of personal property carried on the person of the employee during the course of employment.

### **Section 9. Educational Incentive**

Application for course work leading to any of the following degrees shall be approved by the Fire Chief on the basis that it is course work directly related to the employee's present job or directly related to a promotional position.

An employee presenting proof of having completed a Fire Science certificate, which is equal to approximately thirty (30) credit hours, shall be paid a one (1) time bonus of five-hundred dollars (\$500.00).

An employee presenting proof of having completed a Fire Science Associates degree, which is approximately sixty (60) credit hours, shall be paid a one (1) time bonus of one-thousand dollars (\$1,000.00).

An employee presenting proof of having completed a Bachelor of Science degree in Fire Science or an associated field, shall receive an annual payment of six-hundred dollars (\$600.00), for a period of five (5) consecutive years, providing the Employer retains employment with the Township.

It is agreed that any employee receiving an education allowance would have to give back the allowance if they leave the employ of the Township within twelve (12) months of receiving the same unless they were retiring. Naturally, if an employee is retiring and if his educational incentive is still active it will be null and void at the time of retirement.

**Section 10. Personnel Records**

All employees shall be entitled to review and copy any and all records held by the Township and / or by the Chief with regard to that individual's employment with the Township. These records shall be made available during regular business hours, 1000-1600 hours, by the Chief and / or his designee upon reasonable request.

**Section 11. Mileage Payments**

Employees shall be paid mileage at the prevailing established rate for Township employees when required by Chief, Deputy Chief or designee to provide private transportation as a result of their employment with the Township, and in the same manner as other employees.

**Section 12. Shift Premium**

Each line employee shall receive a shift premium which shall be equal to one percent (1%) of their base wage for all hours worked paid bi-weekly. This payment shall be included in the computation of average final compensation.

**ARTICLE IV**

**VACATION**

**Section 1. Amount of Vacation**

Each line employee after having satisfactorily completed the probationary period, shall be entitled to accumulate one-half (1/2) paid working day vacation for each month of completed service from the date of hire, through the fourth (4<sup>th</sup>) year of employment, and beginning the fifth (5<sup>th</sup>) year of employment, shall be entitled to three-quarters ((3/4) of a paid working day per month through the tenth (10<sup>th</sup>) year of service. Any employee who has completed ten (10) years of service shall thereafter accumulate vacation days at the rate of one (1) day per month. Beginning the twentieth (20<sup>th</sup>) year of service the employee will receive one (1) additional day per year.

Each staff employee shall be entitled to fourteen (14) days annual vacation to accumulate at one and one-sixth (1/16<sup>th</sup>) paid working day vacation for each month of completed service from the date of appointment, through the fifth (5<sup>th</sup>) year of employment as measured from the original date of hire, and beginning the sixth (6<sup>th</sup>) year of employment, shall be entitled to twenty-one (21) days annual vacation at one and three-quarters (1-3/4) of a paid working day per month through the twelfth (12<sup>th</sup>) year of service. Any staff employee who has completed twelve (12) years of service shall be entitled to twenty-six (26) days annual vacation at two and one-sixth (2-1/6<sup>th</sup>) paid working days per month of service.

Such vacation time may accumulate to a maximum of twenty-one (21) vacation days for line employees and forty-two (42) days for staff employees in any calendar year and any accrued vacation time in excess of the amount shall be forfeited, except in case of an employee who, through no fault of their own, has to work because of an emergency, (i.e., civil disorder, great conflagration, flood, epidemic of pestilence or disease).

Not more than twelve (12) consecutive vacation days may be taken at one time. In case of an employee, who through no fault of their own loses vacation because of an emergency, shall be allowed to take vacation immediately following such emergency, even though another employee is scheduled for that time. They shall both be allowed to take a vacation at that time, provided such employees shall be allowed to receive full-time pay in lieu of such vacation if so elected.

## **Section 2. Scheduling of Vacations**

(a) Vacation scheduling shall consist of two separate six month seasons. Summer Season shall begin March 1<sup>st</sup> and end August 31<sup>st</sup>. Winter Season shall begin September 1<sup>st</sup> and end February 28<sup>th</sup>.

The Summer Season selection process shall begin on January 1<sup>st</sup> through February 28<sup>th</sup>. The Winter Season selection process shall begin on June 1<sup>st</sup> and end July 31<sup>st</sup>. Not more than five percent (5%) rounded up to a point five (.5) or above and rounded down if below point five (.5) to the nearest whole number) of line employees shall be on vacation at any one time. The Township agrees that five (5) personnel shall be granted vacation per day in the Suppression Division when the total number of personnel in suppression reaches eighty-seven (87). Once this is achieved the number of employees on vacation will not drop to three (3) until the number of employees in the Suppression Division drops to the number of sixty-nine (69) employees. Article IV, Section 2, subsection (a) shall remain in effect and the Union will not be entitled to a sixth (6<sup>th</sup>) member on vacation until the time of there being one-hundred and ten (110) personnel in the suppression Division.

Effective January 1, 2014 there shall be no more than two (2) sworn officers on vacation at one time. If an employee selects a Vacation Day/Birthday at anytime and the employee is promoted, said employee shall not be counted as one of the two (2) original officers on vacation for that day. (This will not affect Article II, Section 6, subsection (a), Required Platoon Change)

(b) Employees shall pick vacation/birthdays based on a two (2) cycle system. During the first cycle employees that have completed ten (10) years of service (from date of hire) will be allowed to pick up to eight (8) vacation/birthday days during the first cycle. Employees who have not completed ten (10) years of service will be allowed to pick up to five (5) vacation/birthday days during the first cycle.

Employees shall be limited to the number of first round picks listed above for the two seasons (i.e. An employee that has completed his/her tenth year of service is limited to two (2) days during the Winter Season if that employee selected six (6) days during the Summer Season). Single day picks shall be allowed during both cycles. During the second cycle, an employee may select as many days as he/she will accrue, as long as their vacation/birthday bank has not been depleted before the selected vacation days commence.

(c) Vacation choices shall be listed on the Shift Vacation Pick Calendar and a Vacation Slip (form #9) shall be submitted to the Fire Chief or his designee for approval pursuant to Article V, Section 2. The Fire Chief or his designee shall update the Master Vacation Pick Calendar upon approval of the submitted days.

(d) Each employee shall have one (1) calendar day/twenty-four (24) hours to make their selection and submit form #9 starting with the most senior employee of each platoon at 0900 hours on January 1<sup>st</sup>. For illustration, the second most senior employee shall have from 0900 hours on January 3<sup>rd</sup> until 0900 hours on January 5<sup>th</sup> to make their selection and to submit form #9. The calendar shall be passed in this manner on all three (3) shifts. If the calendar is passed ahead of schedule, each employee has until the end of their pre-assigned time period in which to make their picks and submit their form #9, even if it exceeds a twenty-four (24) hour time period. Once the first cycle is complete, the calendar shall be passed to the most senior employee on each shift to begin the second cycle of picks. The same time periods as stated above shall apply to the second cycle.

The person with the calendar shall be responsible to either pass the calendar to the next senior employee on their respective shift, to the Fire Chief, or to his designee. The employee, Fire Chief, or his designee receiving the calendar shall sign their name next to the person they are receiving the calendar from. This shall signify a successful pass of the calendar. In addition, the Fire Chief or his designee shall initial vacation form #9 when it is submitted, with a copy of the same given to the employee to verify the proper, timely, and successful submission of the form. Vacation picks shall only be accepted by telephone with prior authorization from the Fire Chief or his designee. The employee shall then be responsible for submitting form #9 at an acceptable time established by the Fire Chief or his designee.

If an employee fails to successfully pass the vacation calendar or submit their vacation form #9 within their allotted time, he/she shall forfeit their vacation pick rights for the cycle. The next senior employee on the platoon shall then receive a copy of the Master Vacation Pick Calendar, plus a new acceptance signature sheet from the Fire Chief or his designee.

Once scheduled, a vacation shall not be altered until all employees have had an opportunity to make their vacation selections. If an employee submits their vacation form #9 and passes the calendar, and later a discrepancy is found between the two, then form #9 shall be the binding document. If an error was made during the selection process, the calendar will be re-circulated after the selection period, following the Union's

vacation pick cancellation policy from the point below where the error took place, only for the day (s) affected. Thereafter, vacations may be altered, provided it does not interfere with a previously scheduled and posted vacation of another employee. Once a vacation is scheduled, it may not be cancelled unless it is cancelled six (6) days prior to the start of the vacation. If more than five percent (5%) rounded up at point five (.5) or above and rounded down if below point five (.5) to the nearest whole number) of line employees have scheduled the same vacation date and a conflict exists, it shall be resolved pursuant to Article V, Section 2.

(e) The vacation calendar shall be posted by the first (1<sup>st</sup>) day of March for Summer Season showing employee vacation status at that time at the Headquarters station, and on the Fire Department computer system. The vacation calendar shall be posted by the first (1<sup>st</sup>) day of August for Winter Season showing employee vacation status at that time.

(f) Vacation days requested after March 1<sup>st</sup> (Summer Season) and August 1<sup>st</sup> (Winter Season) will be done on a first come, first serve basis. An employee may select any day available, without penalty.

(g) An employee shall not be allowed to schedule and receive vacation time on Christmas Eve or Christmas Day more than once every two (2) consecutive years. An employee shall not be allowed to schedule and receive vacation time on New Year's Eve or New Year's Day more than once every two (2) consecutive years.

(h) If at the start of an employee's respective shift, sufficient manpower exists for the proceeding twenty-four (24) hours, a vacation day may be granted upon employee's request for that shift.

(i) Vacations for staff employees may be taken at any time throughout the calendar year, provided that the scheduled dates are approved by the Fire Chief or his / her designee. No more than fifty percent (50%) of the employees of the Fire Prevention Bureau may be allowed off on vacation at any time.

(j) Cancellation and selection procedure of vacation days, which are not specifically addressed in Article IV shall be in accordance with the Vacation Pick Policy, as established by the membership of Local 1381 and approved by the Township.

### **Section 3. Vacation Cash-Out Option**

Line employees shall be entitled to cash in for full pay, a maximum of two and one-half (2-1/2) vacation days once each year, provided they maintain a minimum of five (5) days on the books. Staff employees, shall be entitled to cash in for full pay, a maximum of five (5) vacation days once each year, provided they maintain a minimum of ten (10) days on the books. The employee shall submit in writing a request for such payment two (2) weeks prior to the second pay period in January, when this payment will be made.

## **ARTICLE V**

### **TRAINING, PROBATIONARY PERIOD AND ANNIVERSARY DATE**

#### **Section 1. Training, Probationary Period, Anniversary Date**

The employee(s) shall be placed on the fire department roster, with all benefits and continue the twelve (12) month probationary period. Probation is the twelve (12) month period from date of hire.

Probationary fire fighters shall be allowed to utilize their Birthday Leave Day upon successfully completing the first six (6) months of their probationary period. They will not be eligible for Educational Incentive compensation until they successfully complete their twelve (12) month probationary period.

New hires will serve their first two (2) weeks in an orientation assignment. They will be scheduled to work an eight (8) hour day with a Monday through Friday schedule. During the orientation period, the employee(s) shall not be considered part of the daily rig staffing in fire suppression.

If employment continues beyond the probationary period, the anniversary date of service for all purposes under this Agreement shall be measured from the original date of hire.

#### **Section 2. Seniority**

(a) A seniority list is hereby established which shall set forth the length of service of each employee as of the employee's original date of appointment to the Department. Employees shall have their name added to the seniority list at the conclusion of their probationary period as of the original date of appointment to the Department. In the event two (2) or more employees have an identical original date of appointment, said employees shall be placed on the seniority list according to their total Civil Service test scores in descending order.

(b) Seniority as determined by Section (a) above shall be used solely for determining conflicts in vacation schedules of employees, and for no other purposes, except as superseded by Article XVII.

Seniority and its application for all other purposes including layoff and rehire shall be governed by 1935 PA 78, MCLA 38.501 et. seq., as amended, except as superseded by Article XVII.



## ARTICLE VI

### PAID TIME OFF

#### **Section 1. Award and Accumulation**

It is understood between parties hereto that sick days accrued prior to April 1, 2011 shall be referred to as "banked sick days". The accrual of banked sick days shall be frozen as of April 1, 2011.

Unused banked sick days will be accumulated to an employee's credit for use at any future time. Each January, fifty-six hour employees will have the option to sell one hundred and eighty (180) hours of banked sick time. Forty hour employees will have the option to sell ninety-six (96) hours of banked sick time. Such days will be sold at the rate of one-half (1/2) of an employee's base rate of pay in effect at the time the days are sold. The employee shall submit in writing a request for such payment two (2) weeks prior to the second pay period in January when this payment will be made. For fifty-six hour employees, the value of fifty percent (50%) of up to one hundred and eighty (180) hours sold each year shall be included in the calculation of final average compensation. For forty hour employees, the value of fifty percent (50%) of ninety-six (96) hours sold each year shall be included in the calculation of final average compensation. Employees shall be entitled to take said banked sick time in a minimum increment of three (3) hours.

Effective April 1, 2011, bargaining unit members shall accrue paid time off (PTO) at an annual amount of two hundred and forty hours (240) for fifty-six hour employees and one hundred (100) hours for forty hour employees. Fifty-six hour employees may accrue up to two hundred and forty (240) hours of paid time off and forty hour employees may accrue up to one hundred (100) hours in a PTO bank. Up to two hundred and forty (240) paid time off hours accumulated in excess of two-hundred and forty (240) hours shall be paid to fifty-six hour employees in the pay period following the end of the contract year in which said hours exceeded two-hundred and forty (240). Up to one hundred (100) paid time off hours accumulated in excess of one-hundred (100) hours shall be paid to forty hour employees in the pay period following the end of the contract year in which said hours exceeded one-hundred (100) hours. Excess hours shall be paid at a rate of one-half (1/2) of base pay and shall be included in the calculation of final average compensation. The last day of the contract year in which the excess was accumulated will determine the price of the base per hours. All accumulated paid time off shall be paid to the employee at a rate of one-half (1/2) of base pay in the case of retirement or payment to beneficiaries in the case of death, or if the member leaves employment of the Township for any reason. The last day of the actual work will determine the price of the base pay per day. PTO payments resulting from retirement or any other separation from the Township shall not be included in final average compensation calculations. Employees shall be entitled to take said paid time off in a minimum increment of three (3) hours.

At the discretion of the Chief, he/she may request a physician's note if an employee uses more than two (2) PTO days consecutively for normally scheduled work shifts.

## **Section 2. Service Connected Injury**

(a) No sick days shall be charged to the account of an employee who suffers an illness or an injury arising out of and connected with their employment and which prevents them from their performance of their duties for the Township.

(b) Provisions of the worker's compensation laws of the State of Michigan shall apply in all injuries, accident or illness to an employee arising from the performance of their duties. This shall include the Township's right to place the employee in a light-duty assignment. Light duty shall consist either of watch room duties for dispatching functions or the affected employee may request to be temporarily assigned to a forty (40) hour or fifty-six (56) hour position. These temporarily assigned personnel are not considered promoted for rank or pay, and can only perform functions within their documented restrictions. The duration of a light-duty assignment shall be at the discretion of the Township. The Township may remove an employee from a light-duty assignment at any time and place them back on Worker's Compensation leave.

Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of their regular rate of pay and the amount received from Worker's Compensation for the duration of the recovery not to exceed twelve (12) months from the date of injury, accident or illness. During the twelve month period, accrual of benefits (i.e. seniority, pension service credit accrual, vacation and PTO) and medical insurance, dental insurance, optical insurance and life insurance shall continue at full benefit levels.

At the end of twelve (12) months from date of injury, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants further extension.

During the twelve (12) month period and no later than ten (10) months from the injury, the employee shall notify the Township of their decision to apply for a disability retirement to allow necessary time for the processing prior to the cessation of the employment relationship with the Township.

Normal payroll tax deductions will be made on the supplement check issued by the Township. However, total authorized deductions for Union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate.

Employees may be required to submit copies of all Workers' Compensation checks which they have received to the accounting department.

(c) An employee who incurs an injury, accident, or illness arising from the performance of duties, shall have the option of seeking treatment from either a clinic or local hospital emergency room designated by the Township.

### **Section 3. Non-Service Connected Injury**

When employees are injured or otherwise too ill to perform their duties and such illness or injuries are not connected with or arising out of employment with the Township, the period for which the employee is unable to work will be charged to either banked sick days, PTO days or vacation, if available, at the rate of one (1) day for each regularly scheduled work day and full compensation will be continued through this period to the extent of the number of any such employee to give reasonable notice to the Township of inability to perform their duties within a reasonable period upon knowledge thereof.

An employee so disabled may request to be placed on light duty, with no reduction of wages or benefits. The granting and duration of a light-duty assignment shall be at the discretion of the Township. The Township may remove an employee from a light-duty assignment with a twenty-four (24) hour notice and place them back on sick or medical leave. The parties recognize that an employee on a duty-disability leave shall have precedence over an employee on a non-duty-disability leave when a decision is made to fill a light-duty position.

Light duty shall consist of, but is not limited to, watch room duties for dispatching functions, a fifty-six (56) hour position, or temporarily assigned to a forty (40) hour work week. These temporarily assigned personnel are not considered promoted for rank or pay, and can only perform functions within their documented restrictions.

### **Section 4. Leave Day Records**

(a) Each calendar month, the Chief of the Department or his designated representative shall have available the number of vacation, PTO days, banked sick days, and birthday leave days each employee has utilized and the number of such days each employee has remaining.

By the fifteenth (15<sup>th</sup>) of each month the Chief or his designee shall prepare a summary of these day records in five (5) copies and deposit same in the Union Basket for posting by the Union.

(b) Conversion of Accumulated Benefit Hours: The formula for converting banked sick leave, vacation days and PTO days, for fifty-six (56) hour accruals to equate forty (40) hour accruals is as follows: Conversion of hours to be "Hours In Bank x 40 / 56 = Hours In New Bank" e.g., 100 days x 24 hrs = 2,400 hours x 40 = 96,000 / 56 = 1,714.2857 hours / 8 = 214.2857 days at 8 hours.

## **Section 5. Short and Long-Term Disability**

(a) The parties agree upon ratification of this Agreement the Township shall provide employees with short-term disability which shall equal sixty-six and two-thirds percent (66 2/3%) of the employee's base salary beginning after a waiting period of seven (7) calendar days and continues until one-hundred and eighty (180) calendar days from when the employee was first absent from work. The Township agrees to maintain and provide at no cost to the employee hospital, medical, life, dental and optical insurances at the same benefit level being provided to the bargaining unit pursuant to the terms of the collective bargaining agreement. This coverage shall be maintained during the waiting period as well as through the short term disability benefit period.

The Township shall also provide long-term disability benefits which shall provide sixty percent (60%) of the employee's base salary after a waiting period of one-hundred and eighty (180) calendar days, in accord with the provisions of the Insurance Policy and Summary Plan Description, except as modified by this Agreement. The benefits of the Plan shall not be diminished without the mutual agreement of the parties.

A copy of the long-term disability benefits plan has been given to the Union secretary and is available for examination in the Human Resources Department.

(b) If an employee is absent from work because of illness or injury, the employee shall have the option of first using banked sick days, vacation days, PTO time and/or time trade before applying for short term disability benefits. Once the employee applies and qualifies for short term disability benefits, the employee will not have the right to draw on banked sick days, vacation days, and/or time trade for any injury or illness arising out of the same cause for which the disability benefit originated. However, at the conclusion of the short term disability period (one-hundred and eighty (180) days from when the employee was absent from work due to the injury or illness) and before the commencement of long term disability benefits, the employee again shall have the option of using banked sick days, vacation days, PTO time and/or time trades.

(c) Once an employee qualifies for long term disability benefits, the Township will pay the premium for the hospital, medical, life, dental and optical insurances available pursuant to the terms of the collective bargaining agreement for a period not to exceed six (6) months. This provision shall not diminish the length of time the Township is required to supply COBRA benefits, it being the understanding of the parties that COBRA benefits are available to an employee and commence once the Township ceases to provide the insurance benefits.

(d) The parties agree that both short term and long term disability benefits are available at the option of the employee. Employees shall not accrue vacation time while on disability leave.

## **ARTICLE VII**

### **IMMUNIZATION**

The Township shall provide each employee through such doctor as the Township may designate with an annual flu shot and tetanus shots in accordance with the schedule established for the Fire Department personnel by the Macomb County Board of Health and in addition thereto any and all other shots which may be recommended by said doctor.

## **ARTICLE VIII**

### **INSURANCE BENEFITS**

#### **Section 1. Life Insurance**

The Township shall provide each employee at no cost to the employee with a term group life insurance policy through such insurance company as the Township may designate in an amount of not less than fifty-thousand dollars (\$50,000.00). In case of accidental death, double indemnity shall be provided. Upon retirement, the Township shall provide each employee with a ten-thousand dollar (\$10,000.00) paid up term life insurance policy for the employee and the Township shall pay the premium thereon.

#### **Section 2. Hospitalization Insurance / Prescriptions**

Employees shall be provided the following health insurance choices, including spouse and dependent children coverage as defined by the carrier, during the Township's annual open enrollment period:

- A. Blue Cross/Blue Shield Community Blue Option 11 Base (Plan #0049), \$15/\$30/\$60 RX with 2-X MOPD (Appendix C)
- B. Blue Cross/Blue Shield Community Blue Option 11 Enhanced (Plan #0048), \$15/\$30/\$60 RX with 2-X MOPD(Appendix D)
- C. Blue Cross/Blue Shield Community Blue Option 10 (Plan #0050), \$7/\$35/\$70 RX with RXCM, 2-X MOPD (Appendix E)
- D. Blue Cross/Blue Shield Community Blue Option 10 (Plan #0020), \$10/\$20/\$40 RX with 1-X MOPD, HC, CI, PCD, PD-CM (Appendix F)

Employees who select a health plan from above shall pay the difference between the Township's PA 152 contribution cap and the premium or illustrative rate of the selected option, if any.

In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent(s) on the health insurance policy and the

other person shall elect the cash payment. It shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

The Union will continue to have on-going discussions with the Township throughout the term of the contract regarding healthcare issues affecting the bargaining unit. Absent a future agreement of the parties, the terms and conditions of this section shall remain in full force and effect.

### **Section 3. Widows and Family Benefits**

Upon the duty-related death of any full time employee of the Fire Department after April, 2004, the Township shall provide a hospitalization, medical, dental, and optical insurance policy for the deceased's spouse and minor dependent children and the cost of said policies shall be paid for by the Township.

The policy referred to in this section will be a type policy which shall be as equal as possible and providing hospitalization insurance policies as the Township provided for the employee prior to his / her death, it being fully understood that it might not be possible for the Township to acquire the same hospitalization policy under its present group insurance arrangement.

The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries, however, in the case where there are minor dependent children of the deceased employee, then in that event, the widow, children or guardian for the minor dependent children may elect to have the Township acquire the said hospitalization insurance policy for said children with the cost of said policy being paid for by the Township until the child(ren) is (are) no longer minor dependent children.

### **Section 4. Hospitalization Retiree Benefits**

The Township shall provide each employee who retires from the Department after twenty five years of pension service credit with health care coverage like or similar to Community Blue 10 (Suffix 0047). The policy shall cover the retiree, retiree's spouse, and any dependent children. If the retiree and / or his / her spouse qualify for Federal Medicare benefits, the retiree and spouse must enrolls in Parts A and B. The Township shall provide a Medicare supplement like or similar to the policy which the retiree had while in retirement prior to Medicare coverage and under the same conditions. For the purpose of retiree health care coverage, the spouse and dependents at the time of retirement shall be the only spouse and dependents entitled to this benefit.

An employee who retires with less than twenty-five (25) years of service, may elect to receive the above coverage with the premiums to be funded as follows:

Percentage of Monthly Premium

<u>Years of Service</u>	<u>Paid by Employer</u>	<u>Paid by Retiree</u>
10 – 14 years	25%	75%
15 – 19 years	50%	50%
20 – 24 years	75%	25%
25 – more years	100%	0%

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

Effective April 1, 2011, employees hired by the Township prior to April 1, 2011 shall be required to contribute thirty-five (\$35) per pay into the Township Retiree Health Care Fund. The bargaining unit shall receive representation on the Retiree Health Care Fund Committee.

Employees hired on or after April 1, 2011 shall contribute six percent (6%) of base pay into the Township Retiree Health Care Fund.

**Section 5. Dental Plan**

The Township shall provide and pay for a dental plan for the employee and dependents. The plan will be Delta Dental Plan #0016 (Appendix G). This plan includes an orthodontic rider, which will cover dependents up to the age of nineteen (19) years of age with a maximum lifetime benefit of one-thousand five-hundred dollars (\$1,500.00). There shall be no deductible and the plan will have a fifteen-hundred dollar (\$1,500.00) limit on benefits per person per contract year.

The Township shall provide Delta Plan of Michigan #0010 to retirees, their spouses and any minor dependent children.

**Section 6. Optical Insurance**

The Township shall provide an optical insurance plan which covers annual eye examinations and the annual purchase and / or replacement of single and multi-corrective lenses (bi-focals / tri-focals), frames, safety glasses and contact lenses.

The total cost of such insurance shall be paid by the Township for the employee, retirees who retire on or after April 1, 2000, their spouses, and any minor dependent children.

Scheduled Benefits providing for:

Eye Examination	\$45.00	12 months
Lenses	\$40.00	12 months
Single Vision:	\$60.00	12 months
Bifocal	\$85.00	12 months
Trifocal	\$105.00	12 months
Lentocular	\$120.00	12 months
Frames	\$120.00	24 months
Contact Lenses	\$120.00	12 months

**Section 7. Cash Payment in Lieu of Health Insurance Coverage**

The Union and the Employer recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this duplication, the parties have agreed upon the following program to allow employees to decline the Township provided hospital/medical program and receive instead a cash payment.

(a) Eligibility: All employees who are covered or eligible for coverage by the Township's hospital / medical insurance programs are eligible for this option.

Employees may take advantage of this option by;

Providing written proof that they have current coverage under another health insurance plan and submitting the "Waiver of Medical Insurance" form attached to this agreement as Appendix B.

(b) Amount of Benefit: The Township shall pay the employee one-hundred dollars (\$100.00) per pay period.

(c) Employees may elect this option at open enrollment or in the event of a qualified status change.

(d) The cash payment plan will begin with the first pay date in the month that the insurance coverage ceases. There will be no retroactive payments.

(e) Employees may elect to reinstate their health insurance coverage and drop this optional cash payment at the annual health insurance open enrollment or in the event of a qualified status change. Employees may reinstate their health insurance coverage and drop this cash payment in accordance with Section 125 of the Internal Revenue Code at no cost to the employee.

(f) In those cases where both husband and wife work for the Township, one (1) person shall carry his / her spouse and dependents on the health insurance policy and



the other person shall elect the cash payment. That shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

(g) When an employee elects to drop insurance coverage, the employee must drop coverage for him / herself and all dependents (i.e., a parent cannot drop insurance for him/herself and retain coverage for dependents).

### **Section 8. Flexible Spending Accounts**

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from April 1 through December 31, 2014; and January 1 through December 31 for the following years. Maximum contributions per employee are \$2,500 for medical accounts and \$5,000 for dependent care accounts. Upon completion of the program year, all funds remaining in either the medical or dependent care accounts shall revert to the Township to cover program costs as specified under IRS regulations.

## **ARTICLE IX**

### **EQUIPMENT, UNIFORMS AND CLOTHING ALLOWANCE**

#### **Section 1. Equipment**

(a) To facilitate proper management of stations and efficient coordination of personnel and related activities the officers in charge of shifts and / or stations upon request, shall be provided with all necessary equipment and supplies by the Chief and / or his designee within a reasonable period of time after request is made.

(b) The Township shall provide each employee with a complete set of protective clothing, rubber goods, helmet, turnout boots, gloves and other equipment which may be necessary for the health, welfare, safety and protection of the employee as determined by the Township Fire Chief and Union President with the understanding that the Chief shall have final approval on all such determinations. Such equipment shall be inspected at least once every six (6) months and if any equipment is found to be defective or in need of repair through normal usage or wear, it shall be replaced or repaired at the expense of the Township. All coat liners shall be cleaned periodically as required. If the Union or any employee feels that the provisions of this Section are not being upheld, they shall immediately submit a complaint to the Fire Liaison Officer who shall take appropriate action concerning the same, but all parties agree that any question concerning the use of experimental or new equipment shall not be a matter that is subject to grievance procedures.

(c) Each full-time Fire Inspector / Fire Investigator and the appointed Safety Officers (Chief of Training and Training Officer) shall be provided a jumpsuit or similar appropriate attire to investigate for fire cause and origin, abatement of dangerous hazards

or provide safety functions at an incident scene. The attire should be clearly marked "Fire Dept." and the rank of the personnel (i.e., Fire Marshal, Fire Investigator, Fire Safety Officer) included in the monogramming. Each of the above personnel shall be issued two (2) sets of appropriate attire for warm weather operations and two (2) sets of appropriate attire for cold weather operations. The appropriate attire shall be constructed of a suitable material for the function requirements. It is understood that when conditions warrant, full fire protective clothing shall be worn.

(d) A Safety Committee consisting of two (2) members designated by the Union and two (2) members designated by the Employer, who can be Union members, is hereby created. The Committee shall be responsible for, inter-alia, the review of all protective clothing and safety equipment worn and used by the employees and recommendations for purchase of new and / or different protective clothing and equipment as required. This Committee shall meet at least once a month or as frequently as required, more or less. All recommendations of the Committee for the purchase or replacement of equipment shall be deferred to the Township Board for its action.

## **Section 2. Uniforms and Clothing Allowance**

Each employee upon appointment to the Fire Department shall furnish such complete uniform as may be required and thereafter, they shall receive the sum of three-hundred and fifty dollars (\$350) each six (6) months, for the purpose of maintaining, cleaning, and / or replacing such uniforms or parts thereof. In the case of employees who are required to wear dress uniforms to or at work continuously, the amount shall be four-hundred and fifty dollars (\$450) each six (6) months.

Employees shall receive such amount on the last pay date in May and the last pay in November in accordance with the policy heretofore established for clothing maintenance and replacement. The May payment shall be for the period each year from January to June 30. The November payment shall be for the period each year from July to December 31.

In the event of termination of employment, such payment shall be prorated.

Each employee upon appointment to the Fire Department and completion of probation shall receive a separate allowance of three-hundred and seventy-five dollars (\$375.00) to be applied towards the purchase of a dress uniform.

It is further agreed that any change in uniform requirements or style of uniforms as specified or practiced in the past, shall be done at no cost to the employees, and reimbursement will be made to the employees following receipt of cost statement by the Chief or his designee. It is further agreed that any such changes shall take place among all employees in as short as time as practical.

Each staff employee shall receive the sum of four-hundred and fifty dollars (\$450.00) each six (6) months, for the purpose of maintaining, cleaning, alterations, sewing on of buttons, repairs or patches, and / or replacing such uniforms or parts thereof.

A mutually agreed upon policy shall establish the daily work uniform requirements of fire fighters, company officers and staff employees.

**Section 3. Employees Using Township Vehicles**

Staff Employees may use a Township vehicle for transportation to and from work, (Chief of Training, EMS Officer, Training Officer, Fire Marshal and Fire Inspectors) provided that they reside in Wayne, Oakland, Macomb, or St. Clair Counties. If they reside in any other county, they will be required to use their own vehicle to commute from work to home and back. The employees shall otherwise comply with the Fire Department policy regarding the use of a department vehicle.

**ARTICLE X**

**FIRE FIGHTING DURING CIVIL DISORDERS**

**Section 1. Personal Protection**

Any employee who responds to a fire or other emergency situation during civil disorder shall not be required to ride in the open.

**Section 2. Delegation of Authority**

The officer in charge of any responding piece of equipment to an area of civil disorder shall have the authority to withdraw the employees and / or the equipment if they are being harassed to the extent that the employees and/or equipment would be endangered.

**Section 3. Police Protection**

During any civil disorder, the Township shall provide each piece of equipment responding to any alarm with police protection, whenever and wherever possible.

**Section 4. Fire Arms**

No Employee shall carry or use any fire arms while on duty.

## ARTICLE XI

### GRIEVANCE PROCEDURE

#### **Section 1. General**

The procedure for mediating and resolving grievances provided hereinafter shall apply to any and all grievances which any employee may have, provided, however, except that in those cases where the employee files a complaint or grievance with the Civil Service Commission under Act 78 they will not be eligible for the use of arbitration under the contract as described herein.

#### **Section 2. Procedure**

The affected employee has the right to attend any and all grievance procedures. A grievance committee, not to exceed six (6) employees (at least three (3) of which shall be from fire suppression personnel and one (1) from staff personnel), designated by the Union, shall be established to process grievances according to the following procedure:

**Step One:** An employee and / or the Grievance Committee shall present any complaint, except those regarding wage discrepancies, within twenty (20) working days of knowledge or notice of the act or occurrence, working days shall exclude Saturday, Sunday and holidays. Any act or omission relating to wage discrepancy shall be grievable within sixty (60) calendar days of the act or occurrence – giving rise to the loss. The grievance shall be presented to the officer in charge of the grieving employee's shift and the parties shall attempt to resolve the matter at that level. No grievance shall be granted in Step One without the approval of the Fire Chief or his designee.

In the event the employee chooses to present the complaint without the intervention of the Grievance Committee, they shall be given the opportunity to be present.

Any complaint concerning the direct action of the Fire Chief or his assistant, or any grievance that may affect large numbers of employees may be commenced at Step Two of this procedure.

**Step Two:** If the grievance is not settled at Step One, the employee and/or the Grievance Committee shall submit the grievance in writing to the Fire Chief or his designee within five (5) days of the conclusion of Step One. The Union Committeeman shall also follow the written request with a telephone call or personal notice to the Fire Chief or his/her designee. The Fire Chief or his/her designee shall within five (5) days of the receipt of the written grievance, contact in person or by telephone the Union Committeeman and schedule a conference with the Fire Chief, the employee, and the Grievance Committee that is accommodating to all parties, and the Fire Chief shall furnish written reply to the employee and the Grievance Committee.

**Step Three:** If the Grievance Committee is not satisfied with such reply, the Grievance Committee shall give notice to the Human Resources Director of the Township that the decision of the Fire Chief is being appealed within five (5) days of such reply. The Human Resources Director shall attempt to resolve the grievance by conference with the employee and the Grievance Committee. Either party may include other resource people as may be deemed necessary at this conference. Within ten (10) days following the conference, the Human Resources Director shall furnish his written decision to the employee and the Grievance Committee.

**Step Four:** If the grievance is not satisfactorily adjusted in the last preceding step, either party, the Union or the Township Board, may in writing request arbitration of such grievance within fifteen (15) days after notice of the Human Resource Director's decision. Such notice may be given by either party.

The arbitration proceedings shall be conducted by an Arbitrator selected by the Township and the Union. The Arbitrator shall be a person mutually agreed to by both the Township and the Union. In the event the parties have not agreed to an Arbitrator within ten (10) days after notice of request for arbitration has been received, an Arbitrator shall be selected and appointed in accordance with procedures of the American Arbitration Association and such Arbitrator shall have authority to hear and decide the case.

The decision of the Arbitrator shall be final binding on both parties, and the Arbitrator's decision shall be rendered within thirty (30) days of the close of the hearings.

Expenses for the Arbitrator's services and the proceedings shall be shared equally by Township and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. Either the Township or the Union may have a verbatim record of the proceedings, if either party requests one, providing the cost of such record shall be borne by the party requesting it.

### **Section 3. Time Periods**

(a) Any period of time specified in the grievance and arbitration procedure for the giving of notice or the taking of action shall be interpreted to exclude Saturdays, Sundays and Holidays. Also, any of the time limits incorporated herein may be extended by mutual written agreement of the parties.

(b) There shall be no punitive action taken or discipline initiated against any employee for any action resulting in a grievance, so long as that grievance is being pursued along the proper channels and the outcome determined according to the conditions of this Agreement.

## **ARTICLE XII**

### **VACATION AND SICK LEAVE UPON TERMINATION OF EMPLOYMENT**

Upon termination of employment by employees prior to their Anniversary Date, they shall be credited with earned vacation pay for the current year prorated on the basis of the number of weeks worked from the last Anniversary Date to fifty-two (52) weeks. The employees shall receive full pay for such vacation time plus any accumulated time, which shall be paid within thirty (30) days after termination of employment.

Upon the retirement of an employee who has completed at least five (5) years of service or upon the death of an employee, they or their named beneficiary in the case of death, shall be paid for one-half (1/2) of any accumulated or unused sick days at the employee's then prevailing base rate of pay. In case of death of any employee, the named beneficiary shall receive full compensation for any accumulated and unused vacation days due the employee, also full pay for any part of holiday pay owed to the employee, and the employee's prorated amount they would have received for food and clothing allowance that has already been earned by comparing the full months worked to twelve (12) months per calendar year.

## **ARTICLE XIII**

### **SEVERABILITY, DISTRIBUTION AND AUTHORITY OF AGREEMENT**

#### **Section 1. Severability**

This Agreement and each of the terms and conditions hereof is subject to the laws of the State, Federal or Local government in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, such determination shall not invalidate the remaining provisions of this Agreement, and the parties hereby agree that insofar as possible, each of the items and provisions hereof are severable.

#### **Section 2. Distribution of Agreement**

The Township shall cause one (1) copy of this Agreement and any future Addendums, if any, to be distributed to each employee covered hereby. The Township shall also distribute to the Union a total of twenty-five (25) copies of this Agreement.

#### **Section 3. Authority of Agreement**

This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provisions of this Agreement shall conflict with any Ordinance or

Resolution of the Township, appropriate Township amendatory or other action shall be taken to render such ordinance or Resolution compatible with this Agreement.

**Section 4. Unilateral Changes Prohibited**

The Township shall make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, which are contrary to the provisions of this Agreement or otherwise.

**ARTICLE XIV**

**JURY DUTY**

Employees required to be available for jury selection or service shall receive their regular daily wage for each day which would have been worked but for such jury participation, provided that the employee turns over to the Township any remuneration received for said jury duty, except mileage fees. The employee shall be allowed a reasonable period of time within which to return to work upon completion of said jury duty.

**ARTICLE XV**

**PENSIONS**

**Section 1. Multiplier**

The Firemen and Policemen Pensions Act (MCLA 38.551), Section 6(1)(e), shall be amended for Fire Department member's providing for a regular retirement pension equal to two point eight percent (2.8%) of the member's average final compensation multiplied by the first twenty-five (25) years of service credited to the member with a maximum of seventy percent (70%). Bargaining unit members hired by the Township on or after April 1, 2011 shall be provided a regular retirement pension equal to two percent (2%) of the member's average final compensation multiplied by all years of service credited to the member with a maximum of seventy percent (70%).

**Section 2. Average Final Compensation**

The Firemen and Policemen Pensions Act (MCLA 38.551), Section 6(1)(f), shall be amended for Fire Department members providing that "average final compensation" shall mean the average of the three (3) years of highest annual compensation received by the member during their ten (10) years of service immediately preceding their retirement or leaving service.

### **Section 3. Employee Contribution**

Member employee's contribution into Act 345 pension fund is four percent (4%) of all taxable wages.

Effective April 1, 2005 the member employee's contribution into Act 345 pension fund is seven percent (7%) of all taxable wages.

Effective April 1, 2011, the employee contribution into the Act 345 pension fund shall be four percent (4%) of taxable compensation for employees hired by the Township on or after April 1, 2011.

### **Section 4. Annuity Withdrawal**

Upon normal service age, excluding disability or early retirement, members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township's actuary using a method intended to prevent such contribution withdrawal from costing the Township or the pension fund any additional monies. For the purpose of this calculation the actuary shall use the then current interest rate for the immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use the mortality table used for the most recent regular actuarial determination. In the event the PBGC interest rate is no longer published, the current interest rate for the ten (10) year T-Bill shall be used. Effective April 1, 1997, the annuity withdrawal option shall be available to employees who leave the employment of the Township and who vest their pensions. The withdrawal will be made at the time the employee begins drawing a pension from the Township.

### **Section 5: Surviving Spouse Benefit for Retiree on Duty Disability Retirement.**

A surviving spouse of a retiree who is receiving a duty disability pension at the time of death shall continue to receive the same duty disability pension benefit throughout the life of the surviving spouse. It is understood that this would entitle the surviving spouse to the same benefit he / she would receive had the retiree lived to the age of fifty-five (55) years and had selected their spouse as beneficiary under Act 345.

### **Section 6. Service Connected Death – Surviving Spouse**

To the surviving spouse, a duty death pension equal to the same amount each week as that which has been paid him / her under the Worker's Compensation Act, to become due and payable on the termination of payments to him / her by the Township under the Worker's Compensation Act, and to continue for his / her life.



However, if an Option One (1) retirement benefit exceeds the amount payable under the Workers' Compensation act, then the surviving spouse shall be paid an Option One (1) retirement benefit.

**Section 7. 13<sup>th</sup> Check**

For employees who retire on/or after April 1, 2000, and after five (5) years of retirement, said retirees will be eligible yearly for a performance bonus of a thirteenth (13<sup>th</sup>) additional check, not to exceed an amount greater than their monthly pension check. If surplus funds are inadequate to provide a full month's payment, the checks will be prorated based on the retiree's monthly benefit. The surplus funds, as determined by the Annual Actuarial Valuation attributed to fire members of the Clinton Township Fire and Police Retirement System, will be a maximum of one-half (1/2) the excess over the actuarial assumed rate of return. Surplus or deficit funds in any given year shall not affect any valuations in subsequent years. Any distributions shall be made no later than the second (2<sup>nd</sup>) month following the publication of the actuarial valuation.

**Section 8. Non-Duty Related Death-Surviving Spouse**

The Township and the Union mutually agree that Section 6 (1) (i) of Public "Act 345 of 1937", as amended, shall be amended to provide if a member continues in service on or after the date of acquiring ten (10) years of service credit, does not have an Option One (1) election provided for in subdivision (j) in force, and dies while in the service of the municipality before the effective date of the member's retirement, leaving a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected Option One (1) provided for in subdivision (h) and nominated the spouse as survivor beneficiary.

**Section 9. Normal Service**

Employees may retire with normal service of twenty-five (25) years, regardless of age.

**ARTICLE XVI**

**SCOPE OF AGREEMENT**

The parties hereto mutually acknowledge that this Agreement covers each of the terms, conditions of employment and any and all other matters upon which the parties desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiations which were not incorporated herein and as to each of those matters as well as any other matters which were not considered in negotiation, all except as otherwise provided herein, they mutually do not desire to incorporate them in a collective bargaining agreement during the term hereof. Provided, however, collective bargaining on any and all matters relating to

wages, rates of pay, hours of employment, or other conditions of employment may be reopened for negotiation by mutual consent of the parties hereto during the term of this Agreement. If either party desires to engage in such further collective bargaining, they shall furnish the other party with written notice thereof setting forth specifically the matters upon which negotiations are requested. The other party shall within twenty (20) days give written answer to such letter advising whether or not they desire to negotiate, and advising when and where the parties meet. It is further agreed that during the term of this contract that the current residency policy of the Township will prevail.

## **ARTICLE XVII**

### **PROMOTION SYSTEM**

#### **PURPOSE**

The Township and the Union are committed to the maintenance and advancement of a qualified, experienced, and dedicated Fire Department. It is recognized that effective fire service depends upon capable leadership at all levels of command. It is also recognized that a meaningful promotional system must give due consideration to technical knowledge, aptitude, ability to lead and prior experience.

To accomplish the foregoing the parties have developed a promotional system as follows:

#### **Rank Structure**

<b>Rank</b>	<b>Classification</b>
Chief	Fire Chief
Deputy Chief	Deputy Chief of Administration and Deputy Chief of Operations
Battalion Chief	Battalion Chief / Fire Marshal / Chief of Training
Captain	Captain / Fire Inspector / Training Officer / EMS Officer
Lieutenant	Lieutenant
Fire Fighter	Fire Fighter

## Section 1. **General Qualifications**

The following qualifications and requirements shall apply to promotion to all ranks and classifications:

(a) **Performance Probationary Period.** Each person appointed to a rank/classification under this system shall be required to serve a six (6) month performance probationary period.

At any time during the performance probationary period, the appointee may be returned to previous rank or grade. If at the close of the probationary period term, the conduct or capacity of the probationer has not been satisfactory to the appointing authority, the probationer shall be notified within ten (10) days, in writing, that he / she will not receive appointment. At the close of the probationary period, the employee shall receive written notification on his / her satisfactory performance within ten (10) days and will be permanently appointed upon the completion of the requirements for that rank / classification. Any disputes to be handled through applicable contract language.

(b) To determine an applicant's eligibility for promotion or to calculate his/her seniority credit, the closing date for determining his / her seniority shall be the effective date of promotion.

## Section 2. **Eligibility and Requirements for Rank and Classification**

### **FOR LINE POSITIONS:**

(a) **Fire Lieutenant**

1. **Eligibility:** All fire fighting personnel with five (5) years seniority or more.
2. **Seniority:** Rank on eligibility list shall be determined by actual time served in the fire fighting classification.
3. **Qualification:** Each applicant must successfully complete all courses necessary to be Fire Officer I certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

(b) **Fire Captain**

1. **Eligibility:** Fire Lieutenants with two (2) years or more in grade or current rank. If there are less than enough applicants, Fire Lieutenants with less than two (2) years service in grade or current rank will be eligible.

2. Seniority: Rank on the eligibility list shall be determined by actual time served in the Lieutenant classification.
3. Qualification: Each applicant must successfully complete all courses necessary to be Fire Officer II certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

(c) Battalion Chief

1. Eligibility: Fire Captains with two (2) years or more in grade or current rank. If there are less than enough applicants, Fire Captains with less than two (2) years service in grade or current rank will be eligible.
2. Seniority: Rank on the eligibility list shall be determined by actual time served in the Captain classification.
3. Qualification: Each applicant must successfully complete all courses necessary to be Fire Officer III or equivalent certified prior to appointment as set forth by the Michigan Fire Fighter Training Council.

(d) Deputy Chief

1. Placement shall be determined by an assessment center administered by the Fire and Police Civil Service Commission.
2. Eligibility: Applicants must possess a minimum five (5) years service in fire suppression as a sworn officer and have successfully completed all courses necessary to be Fire Officer I, II and III, and who holds the rank of Battalion Chief.

If there are less than enough applicants, any Captain who has successfully completed all courses necessary to be Fire Officer I, II, and III will be eligible. All applicants must have two (2) years service in grade.

3. Seniority: Rank on eligibility list shall be determined by actual time served in current rank.

(e) Chief

1. Appointment of the Chief will be from the ranks with placement determined by an assessment center administered by the Fire and Police Civil Service Commission.

2. Eligibility: Applicants must possess a minimum five (5) years service in fire suppression as a sworn officer and have successfully completed all courses necessary to be Fire Officer I, II, and III, and who holds the current rank of Deputy Chief with two (2) years or more in grade.

If there is no applicant, Battalion Chiefs with two (2) years or more in grade will be eligible.

3. Qualification: An applicant must possess, as a minimum, an Associates Degree in Fire Science from an accredited Michigan institution of higher learning, prior to appointment. Effective March 31, 2015, a Bachelors Degree shall be required as a condition of promotion to the Fire Chief's position.

#### **FOR STAFF POSITIONS:**

(F) Training Officer

1. Eligibility: All fire suppression personnel and training division personnel with five (5) years seniority or more.
2. Seniority: Rank on eligibility list shall be determined by department seniority.
3. Qualifications: Each applicant must achieve the appropriate certification within two (2) years.
  - a. Must be state certified "Fire Training Instructor".

(g) EMS Officer

1. Eligibility: All fire suppression personnel and training division personnel with five (5) years seniority or more and must be licensed as a Paramedic and in Advanced Cardiac Life Support.
2. Seniority: Rank on eligibility list shall be determined by department seniority.
3. Qualifications: Each applicant must achieve the appropriate certification within two (2) years.
  - a. Must be an EMS Instructor Coordinator (IC).
  - b. State certified "Fire Safety Officer."

c. And all others required by Macomb County Protocols.

(h) Chief of Training

1. Eligibility: Training Officer or EMS Officer with two (2) years service in grade or current rank. If there are less than enough applicants, Training Officers or EMS Officers with less than two (2) years service in grade or current rank will be eligible. If there is still less than enough applicants, Battalion Chiefs or Fire Captains will be eligible.
2. Seniority: Rank on eligibility list shall be determined by actual time served in individuals qualifying rank/classification.
3. Qualifications: Each applicant must possess the appropriate Certification within two (2) years:
  - a. State certified "Fire Training Instructor."
  - b. State certified "Fire Safety Officer."

(i) Fire Inspector

1. Eligibility: All fire suppression personnel with five (5) years seniority or more.
2. Seniority: Rank on eligibility list shall be determined by department seniority.
3. Qualifications: Each applicant must achieve the appropriate certification within two (2) years.
  - a. Fire Inspector I
  - b. Fire Investigation course based off NFPA 1033 (i.e. Tustin, PATC, or equivalent)
  - c. All required continuing education courses/seminars, etc. to maintain certifications.
  - d. Plans Examiner

Within three (3) years of entering the division.

- a. Fire Inspector II

(j) Fire Marshal

1. Eligibility: Fire Inspector with two (2) years service in grade or current rank. If there are less than enough applicants, Fire

Inspectors with less than two (2) years service in grade or current rank will be eligible. If there are still less than enough applicants, Battalion Chiefs or Fire Captains will be eligible.

2. Seniority: Rank on eligibility list shall be determined by actual time served in individual's qualifying rank/classification.
3. Qualifications: Each applicant must achieve the appropriate certification and within the stated time frames listed for Fire Inspector.

(k) If through no fault of the candidate or Township, certification classes required for line or staff positions cannot be accomplished, qualifying time limits may be extended by mutual agreement.

### **Section 3. Rules and Regulations / Eligibility Lists**

- (a) The Act 78 Commission shall certify and maintain current eligibility lists.
- (b) Eligibility lists which have been challenged shall be held in abeyance pending final resolution of the challenge by the Act 78 Commission.

### **Section 4. General Provisions**

(a) In the event that the next individual eligible for promotion either declines that promotion or returns to his / her previous rank or classification as provided in Section 1 (a) of this Article, that individual shall then be next in line for subsequent promotions without any loss of seniority rights.

(b) Personnel who are promoted to the Fire Prevention Division or the Training Division may return to their previous positions at any time within the first six (6) months in the new position provided that there is no loss to other employee. After the first six (6) months the employee may not leave their Division.

(c) The Township shall fill all vacancies within thirty (30) days upon the said position becoming vacant.

### **Section 5. Exclusivity**

This promotional system as defined in this Section, shall be the sole determining factor for all promotions within the bargaining unit as defined in Article XVII, of the Collective Bargaining Agreement.

## **Section 6. Certification**

Effective with the signing of this Collective Bargaining Agreement, personnel required to obtain Fire Officer I, II, and III certification for the purpose of promotion will be paid at the employee's regular rate of pay for attending class on an off-duty day. If through no fault of the candidate or Township, certification classes cannot be accomplished, qualifying time limits may be extended by mutual agreement. It is at the Fire Chief's discretion which and when personnel are scheduled for Fire Officer II & III certification courses.

### **ARTICLE XVIII** **ADVANCED LIFE SUPPORT**

The parties agree that the Township shall maintain an Advanced Life Support Program with Echo Units, effective October 25, 2004. It is understood that the discretion to deploy manpower and equipment shall be with the Township. Employees hired after April 1, 2010 must maintain paramedics license as a condition of employment with the Department.

**Training:** The Township shall provide all required updates and training for all recognized department EMS licenses. The Township shall reimburse the employees for any / all costs related to the maintenance of the licenses, including the cost of continuing education credits, tuition, fees, books and licenses.

Qualified employees that were not offered an opportunity to attend a Department sponsored Paramedic program and attend a Paramedic licensing program shall be given the necessary time off to attend such classes at no cost to the employees.


In addition, all employees holding current licenses and are required to attend classes or programs not offered by the Department on their off-duty time, shall be compensated at one and one half (1-1/2) times their rate of base pay for all hours worked.

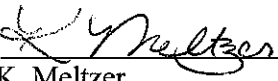
Failure to pass the Paramedic training program or the national registry test will not result in termination from the Department. Employees shall not incur any disciplinary action or any other losses. However, an employee who does not pass the national registry test will cease receiving the Paramedic stipend.



In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives this 4<sup>th</sup> day of June 2014 at Clinton Township, Macomb County, Michigan.

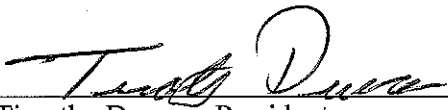
**Charter Township of Clinton  
Macomb County, Michigan**

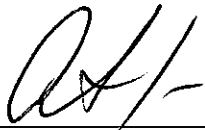
By:   
Robert J. Cannon,  
Township Supervisor

By:   
K. Meltzer,  
Township Clerk

By:   
William S. Smith,  
Human Resource Director

**Local 1381, International  
Association of Fire Fighters**

By:   
Timothy Duncan, President

By:   
Art Jones, Vice-President

**APPENDIX A**  
**SALARY SCHEDULES**

**Collective Bargaining Agreement**  
**between the Charter Township of Clinton**  
**and Local 1381 of the**  
**International Association of Fire Fighters**

Salary **Schedule "A"** is predicated on:

56 Hours Per Week; 2,912 Hours Per Week for Line Employee  
40 Hours Per Week; 2,080 Hours Per Week for Staff Employee

Fire Marshal = Battalion Chief + 3%  
Chief of Training = Battalion Chief + 3%  
EMS Officer = Captain's Rate + 3%  
Fire Inspector / Training Officer = Captains rate + 3%

(If the State or Federal law is revised and mandates less than 56 hours per week, such law will not decrease the salary of the employee during the term of this Agreement)

	4/1/2013: 0%	4/1/2014: .5%	4/1/2015: 1%	4/1/2016: 1%
<b>Fire Fighter:</b>				
Start	\$39,511	\$39,709	\$40,106	\$40,507
6 months	42,771	42,985	43,415	43,849
12 months	49,293	49,539	50,035	50,535
18 months	52,554	52,817	53,345	53,878
24 months	55,817	56,096	56,657	57,224
30 months	59,077	59,372	59,966	60,566
36 months	62,340	62,652	63,278	63,911
42 months	63,968	64,288	64,931	65,580
48 months	65,602	65,930	66,589	67,255
<b>Lieutenant:</b>	\$72,160	\$72,521	\$73,246	\$73,976
<b>Captain:</b>	\$77,929	\$78,319	\$79,102	\$79,893
<b>Battalion Chief:</b>	\$85,725	\$86,154	\$87,015	\$87,885
<b>Fire Inspector / Training Officer / EMS Officer:</b>	\$80,269	\$80,670	\$81,477	\$82,292
<b>Fire Marshal/Chief of Training:</b>	\$88,297	\$88,738	\$89,626	\$90,522

Salary **Schedule "B"** is predicated on: (Paramedic + 7% base pay incentive)

56 Hours Per Week; 2,912 Hours Per Week for Line Employee  
 40 Hours Per Week; 2,080 Hours Per Week for Staff Employee  
 (EMS Officer = Captain's Rate + 3%)

(If the State of Federal law is revised and mandates less than 56 hours per week, such law will not decrease the salary of the employee during the term of this Agreement)

	4/1/2013: 0%	4/1/2014: .5%	4/1/2015: 1%	4/1/2016: 1%
<b>Fire Fighter:</b>				
Start	\$42,276	\$42,487	\$42,912	\$43,341
6 months	45,765	45,994	46,454	46,918
12 months	52,743	53,007	53,537	54,072
18 months	56,233	56,514	57,079	57,650
24 months	59,724	60,023	60,623	61,229
30 months	63,212	63,528	64,163	64,805
36 months	66,704	67,038	67,708	68,385
42 months	68,447	68,789	69,447	70,172
48 months	70,194	70,545	71,250	71,963
<b>Lieutenant:</b>	\$77,212	\$77,598	\$78,374	\$79,158
<b>Captain:</b>	\$83,384	\$83,801	\$84,639	\$85,485
<b>Battalion Chief:</b>	\$91,726	\$92,185	\$93,106	\$94,038
<b>EMS Officer:</b>	\$85,885	\$86,314	\$87,178	\$88,049

If a Battalion Chief is acting as a company officer and maintains a paramedic license, he/she shall be paid 7% above the hourly Schedule A base rate for Battalion Chief for hours actually worked as a company officer. This provision does not apply to officers holding the Battalion Chief rank at ratification.

**APPENDIX B**

**Waiver of Medical Insurance  
and  
Election of Cash Payment  
in Lieu of Participation in Group Medical Insurance**

I hereby authorize, the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide payments to me of One-Hundred Dollars (\$100.00) per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

\_\_\_\_\_\*  
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or loss of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of the Charter Township of Clinton group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any of the Charter Township of Clinton group medical plans at a later date, I will be subject to that plan's enrollment rules

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department

\_\_\_\_\_  
Social Security Number

\*If covered elsewhere, you must provide written proof of other coverage.



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document by calling Human Resources at 1-586-723-8072

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	<b>\$1,000</b> person / <b>\$2,000</b> family Doesn't apply to preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	There are deductibles for services received by out-of-network providers. <b>\$2,000</b> person / <b>\$4,000</b> family	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this plan begins to pay for these services.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. <b>\$3,000</b> person / <b>\$6,000</b> family for services received by in-network providers.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. Higher out-of-pocket limits exist for services received by out-of-network providers.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No. You don't need a referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <u>excluded services</u> .

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$10) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	\$30 copay/visit	40% coinsurance	
	Specialist visit	\$30 copay/visit	40% coinsurance	
	Other practitioner office visit	\$30 copay/visit	40% coinsurance	
	Preventive care/screening/immunization	No charge	Not covered	Not covered for non-BCBSM
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsm.com">www.bcbsm.com</a>	Generic drugs	\$15 copay	\$15 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay
	Preferred brand drugs	\$30 copay	\$30 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay
	Non-preferred brand drugs	\$60 copay	\$60 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay
	Specialty drugs	\$60 copay	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

# Blue Cross Blue Shield Michigan: Division 0049

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 04/01/2013 – 03/31/2014

Coverage for: Covered Individuals | Plan Type: PPO

<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fees	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need immediate medical attention</b>	Emergency room services	\$150 copay/visit	\$150 copay/visit	Waived if admitted to hospital
	Emergency medical transportation	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Urgent care	\$30 copay/visit	40% coinsurance	Payment increases for non-BCBSM
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fee	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you are pregnant</b>	Prenatal and postnatal care	100% covered	40% coinsurance	Payment increases for non-BCBSM
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need help recovering or have other special health needs</b>	Home health care	20% coinsurance	20% coinsurance	Payment increases for non-BCBSM
	Rehabilitation services	20% coinsurance	40% coinsurance	60 visits per calendar year
	Habilitation services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Skilled nursing care	20% coinsurance	20% coinsurance	120 days per calendar year
	Durable medical equipment	20% coinsurance	20% coinsurance	
	Hospice service	100% covered	100% covered	Four 90-day periods
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not Covered	
	Glasses	Not covered	Not Covered	
	Dental check-up	Not covered	Not Covered	

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

## Excluded Services & Other Covered Services:

### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Long-term care
- Routine eye care (Adult)
- Certain Experimental Medicine
- Non-emergency care when traveling outside the U.S.
- Elective procedures that are not medically necessary

### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Organ transplants
- Chiropractic care
- Voluntary sterilization

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



### Your Rights to Continue Coverage:

#### \*\* Individual health insurance sample –

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at [contact number]. You may also contact your state insurance department at [insert applicable State Department of Insurance contact information].

#### \*\* Group health coverage sample –

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

OR

For more information on your rights to continue coverage, contact the plan at [contact number]. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: [insert applicable contact information from instructions].

*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$4,935
- Patient pays \$2,605

##### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

##### Patient pays:

Deductibles	\$1,900
Copays	\$45
Coinsurance	\$660
Limits or exclusions	\$0
<b>Total</b>	<b>\$2,605</b>

#### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,545
- Patient pays \$1,855

##### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

##### Patient pays:

Deductibles	\$1,000
Copays	\$775
Coinsurance	\$80
Limits or exclusions	\$0
<b>Total</b>	<b>\$1,855</b>

Note: These numbers assume the patient is filling scripts at a participating pharmacy.

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your

providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document by calling Human Resources at 1-586-723-8072

Important Questions	Answers	Why this Matters:
What is the overall <b>deductible</b> ?	<b>\$500</b> person / <b>\$1,000</b> family Doesn't apply to preventive care	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other <b>deductibles</b> for specific services?	There are deductibles for services received by out-of-network providers. <b>\$1,000</b> person / <b>\$2,000</b> family	You must pay all of the costs for these services up to the specific <b>deductible</b> amount before this plan begins to pay for these services.
Is there an <b>out-of-pocket limit</b> on my expenses?	Yes. <b>\$2,000</b> person / <b>\$4,000</b> family for services received by in-network providers.	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. Higher out-of-pocket limits exist for services received by out-of-network providers.
What is not included in the <b>out-of-pocket limit</b> ?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <b>network of providers</b> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> for a list of participating providers.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a <b>specialist</b> ?	No. You don't need a referral to see a specialist.	You can see the <b>specialist</b> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <b>excluded services</b> .

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$10) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	
	Specialist visit	\$20 copay/visit	40% coinsurance	
	Other practitioner office visit	\$20 copay/visit	40% coinsurance	
	Preventive care/screening/immunization	No charge	Not covered	Not covered for non-BCBSM
If you have a test	Diagnostic test (x-ray, blood work)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Imaging (CT/PET scans, MRIs)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsm.com">www.bcbsm.com</a>	Generic drugs	\$15 copay	\$15 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay
	Preferred brand drugs	\$30 copay	\$30 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay
	Non-preferred brand drugs	\$60 copay	\$60 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay
	Specialty drugs	\$60 copay	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription) 2x copay

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

# Blue Cross Blue Shield Michigan: Division 0048

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 04/01/2013 – 03/31/2014

Coverage for: Covered Individuals | Plan Type: PPO

<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fees	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need immediate medical attention</b>	Emergency room services	\$100 copay/visit	\$100 copay/visit	Waived if admitted to hospital
	Emergency medical transportation	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Urgent care	\$20 copay/visit	40% coinsurance	Payment increases for non-BCBSM
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fee	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Mental/Behavioral health inpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder outpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder inpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you are pregnant</b>	Prenatal and postnatal care	100% covered	40% coinsurance	Payment increases for non-BCBSM
	Delivery and all inpatient services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need help recovering or have other special health needs</b>	Home health care	20% coinsurance	20% coinsurance	Payment increases for non-BCBSM
	Rehabilitation services	20% coinsurance	40% coinsurance	60 visits per calendar year
	Habilitation services	20% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Skilled nursing care	20% coinsurance	20% coinsurance	120 days per calendar year
	Durable medical equipment	20% coinsurance	20% coinsurance	
	Hospice service	100% covered	100% covered	Four 90-day periods
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not Covered	
	Glasses	Not covered	Not Covered	
	Dental check-up	Not covered	Not Covered	

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



## Excluded Services & Other Covered Services:

### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Long-term care
- Routine eye care (Adult)
- Certain Experimental Medicine
- Non-emergency care when traveling outside the U.S.
- Elective procedures that are not medically necessary

### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Organ transplants
- Chiropractic care
- Voluntary sterilization

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

### Your Rights to Continue Coverage:

#### \*\* Individual health insurance sample –

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at [contact number]. You may also contact your state insurance department at [insert applicable State Department of Insurance contact information].

#### \*\* Group health coverage sample –

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

OR

For more information on your rights to continue coverage, contact the plan at [contact number]. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: [insert applicable contact information from instructions].

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,550
- Patient pays \$1,845

##### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

##### Patient pays:

Deductibles	\$1,000
Copays	\$45
Coinsurance	\$800
Limits or exclusions	\$0
<b>Total</b>	<b>\$1,845</b>

#### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,945
- Patient pays \$1,455

##### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

##### Patient pays:

Deductibles	\$500
Copays	\$775
Coinsurance	\$180
Limits or exclusions	\$0
<b>Total</b>	<b>\$1,455</b>

Note: These numbers assume the patient is filling scripts at a participating pharmacy.

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your

providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document by calling Human Resources at 1-586-723-8072

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	<b>\$250</b> person / <b>\$500</b> family Doesn't apply to preventive care	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	There are deductibles for services received by out-of-network providers. <b>\$500</b> person / <b>\$1,000</b> family	You must pay all of the costs for these services up to the specific <u>deductible</u> amount before this plan begins to pay for these services.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. <b>\$750</b> person / <b>\$1,500</b> family for services received by in-network providers.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. Higher out-of-pocket limits exist for services received by out-of-network providers.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No. You don't need a referral to see a specialist.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <u>excluded services</u> .

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



- **Copayments** are fixed dollar amounts (for example, \$10) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	40% coinsurance	
	Specialist visit	\$20 copay/visit	40% coinsurance	
	Other practitioner office visit	\$20 copay/visit	40% coinsurance	
	Preventive care/screening/immunization	No charge	Not covered	Not covered for non-BCBSM
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Imaging (CT/PET scans, MRIs)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsm.com">www.bcbsm.com</a>	Generic drugs	\$7 copay	\$7 copay + 25%	Covers up to a 30-day supply (retail prescription); 2x copay for 31-90 day supply (mail order prescription)
	Preferred brand drugs	\$35 copay	\$35 copay + 25%	Covers up to a 30-day supply (retail prescription); 2x copay for 31-90 day supply (mail order prescription)
	Non-preferred brand drugs	\$70 copay	\$70 copay + 25%	Covers up to a 30-day supply (retail prescription); 2x copay for 31-90 day supply (mail order prescription)
	Specialty drugs	\$70 copay	Not covered	Covers up to a 30-day supply (retail prescription); 2x copay for 31-90 day supply (mail order prescription)

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

# Blue Cross Blue Shield Michigan: Division 0050

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 04/01/2013 – 03/31/2014

Coverage for: Covered Individuals | Plan Type: PPO

<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fees	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need immediate medical attention</b>	Emergency room services	\$50 copay/visit	\$50 copay/visit	Waived if admitted to hospital
	Emergency medical transportation	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Urgent care	\$10 copay/visit	40% coinsurance	Payment increases for non-BCBSM
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fee	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Mental/Behavioral health inpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder outpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder inpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you are pregnant</b>	Prenatal and postnatal care	100% covered	40% coinsurance	Payment increases for non-BCBSM
	Delivery and all inpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need help recovering or have other special health needs</b>	Home health care	10% coinsurance	10% coinsurance	Payment increases for non-BCBSM
	Rehabilitation services	10% coinsurance	40% coinsurance	60 visits per calendar year
	Habilitation services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Skilled nursing care	10% coinsurance	10% coinsurance	120 days per calendar year
	Durable medical equipment	10% coinsurance	10% coinsurance	
	Hospice service	100% covered	100% covered	Four 90-day periods
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not Covered	
	Glasses	Not covered	Not Covered	
	Dental check-up	Not covered	Not Covered	

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.

## Excluded Services & Other Covered Services:

### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Long-term care
- Routine eye care (Adult)
- Certain Experimental Medicine
- Non-emergency care when traveling outside the U.S.
- Elective procedures that are not medically necessary

### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Organ transplants
- Chiropractic care
- Voluntary sterilization

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### Your Rights to Continue Coverage:

#### \*\* Individual health insurance sample –

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at [contact number]. You may also contact your state insurance department at [insert applicable State Department of Insurance contact information].

#### \*\* Group health coverage sample –

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

OR

For more information on your rights to continue coverage, contact the plan at [contact number]. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: [insert applicable contact information from instructions].

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

**Questions:** Call 1-586-723-8072

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### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,374
- Patient pays \$1,166

##### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

##### Patient pays:

Deductibles	\$500
Copays	\$21
Coinsurance	\$645
Limits or exclusions	\$0
<b>Total</b>	<b>\$1,166</b>

#### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,300
- Patient pays \$1,100

##### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

##### Patient pays:

Deductibles	\$250
Copays	\$735
Coinsurance	\$115
Limits or exclusions	\$0
<b>Total</b>	<b>\$1,100</b>

Note: These numbers assume the patient is filling scripts at a participating pharmacy.

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your

providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-586-723-8072

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can call 1-586-723-8072 to request a copy.



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document by calling Human Resources at 1-586-723-8072

Important Questions	Answers	Why this Matters:
What is the overall <b>deductible</b> ?	<b>\$250</b> person / <b>\$500</b> family Doesn't apply to preventive care	You must pay all the costs up to the <b>deductible</b> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <b>deductible</b> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <b>deductible</b> .
Are there other <b>deductibles</b> for specific services?	There are deductibles for services received by out-of-network providers. <b>\$500</b> person / <b>\$1,000</b> family	You must pay all of the costs for these services up to the specific <b>deductible</b> amount before this plan begins to pay for these services.
Is there an <b>out-of-pocket limit</b> on my expenses?	Yes. <b>\$750</b> person / <b>\$1,500</b> family for services received by in-network providers.	The <b>out-of-pocket limit</b> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses. Higher out-of-pocket limits exist for services received by out-of-network providers.
What is not included in the <b>out-of-pocket limit</b> ?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <b>network of providers</b> ?	Yes. See <a href="http://www.bcbsm.com">www.bcbsm.com</a> for a list of participating providers.	If you use an in-network doctor or other health care <b>provider</b> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> . See the chart starting on page 2 for how this plan pays different kinds of <b>providers</b> .
Do I need a referral to see a <b>specialist</b> ?	No. You don't need a referral to see a specialist.	You can see the <b>specialist</b> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 4. See your policy or plan document for additional information about <b>excluded services</b> .

**Questions:** Call 1-586-723-8072

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- **Copayments** are fixed dollar amounts (for example, \$10) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use participating **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	\$10 copay/visit	40% coinsurance	
	Specialist visit	\$10 copay/visit	40% coinsurance	
	Other practitioner office visit	\$10 copay/visit	40% coinsurance	
	Preventive care/screening/immunization	No charge	Not covered	Not covered for non-BCBSM
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Imaging (CT/PET scans, MRIs)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
If you need drugs to treat your illness or condition  More information about <b>prescription drug coverage</b> is available at <a href="http://www.bcbsm.com">www.bcbsm.com</a>	Generic drugs	\$10 copay	\$10 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription)
	Preferred brand drugs	\$20 copay	\$20 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription)
	Non-preferred brand drugs	\$40 copay	\$40 copay + 25%	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription)
	Specialty drugs	\$40 copay	Not covered	Covers up to a 30-day supply (retail prescription); 31-90 day supply (mail order prescription)

**Questions:** Call 1-586-723-8072

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# Blue Cross Blue Shield Michigan: Division 0020

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 04/01/2013 – 03/31/2014

Coverage for: Covered Individuals | Plan Type: PPO

<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	20% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fees	10% coinsurance	20% coinsurance	Payment increases for non-BCBSM
<b>If you need immediate medical attention</b>	Emergency room services	\$50 copay/visit	\$50 copay/visit	Waived if admitted to hospital
	Emergency medical transportation	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Urgent care	\$10 copay/visit	40% coinsurance	Payment increases for non-BCBSM
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Physician/surgeon fee	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Mental/Behavioral health inpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder outpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Substance use disorder inpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you are pregnant</b>	Prenatal and postnatal care	100% covered	40% coinsurance	Payment increases for non-BCBSM
	Delivery and all inpatient services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
<b>If you need help recovering or have other special health needs</b>	Home health care	10% coinsurance	10% coinsurance	Payment increases for non-BCBSM
	Rehabilitation services	10% coinsurance	40% coinsurance	60 visits per calendar year
	Habilitation services	10% coinsurance	40% coinsurance	Payment increases for non-BCBSM
	Skilled nursing care	10% coinsurance	10% coinsurance	120 days per calendar year
	Durable medical equipment	10% coinsurance	10% coinsurance	
	Hospice service	100% covered	100% covered	Four 90-day periods
<b>If your child needs dental or eye care</b>	Eye exam	Not covered	Not Covered	
	Glasses	Not covered	Not Covered	
	Dental check-up	Not covered	Not Covered	

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## Excluded Services & Other Covered Services:

### Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- Cosmetic surgery
- Long-term care
- Routine eye care (Adult)
- Certain Experimental Medicine
- Non-emergency care when traveling outside the U.S.
- Elective procedures that are not medically necessary

### Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- Organ transplants
- Chiropractic care
- Voluntary sterilization

**Questions:** Call 1-586-723-8072

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### Your Rights to Continue Coverage:

#### \*\* Individual health insurance sample –

Federal and State laws may provide protections that allow you to keep this health insurance coverage as long as you pay your **premium**. There are exceptions, however, such as if:

- You commit fraud
- The insurer stops offering services in the State
- You move outside the coverage area

For more information on your rights to continue coverage, contact the insurer at [contact number]. You may also contact your state insurance department at [insert applicable State Department of Insurance contact information].

#### \*\* Group health coverage sample –

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

OR

For more information on your rights to continue coverage, contact the plan at [contact number]. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact: [insert applicable contact information from instructions].

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

**Questions:** Call 1-586-723-8072

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### About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



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Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

#### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$6,565
- Patient pays \$975

##### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

##### Patient pays:

Deductibles	\$500
Copays	\$30
Coinsurance	\$445
Limits or exclusions	\$0
<b>Total</b>	<b>\$975</b>

#### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,485
- Patient pays \$915

##### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

##### Patient pays:

Deductibles	\$250
Copays	\$550
Coinsurance	\$115
Limits or exclusions	\$0
<b>Total</b>	<b>\$915</b>

Note: These numbers assume the patient is filling scripts at a participating pharmacy.

**Questions:** Call 1-586-723-8072

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## Questions and answers about the Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

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providers charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

### Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-586-723-8072

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**Delta Dental PPO (Point-of-Service)  
Summary of Dental Plan Benefits  
For Group# 7280-0016  
Township of Clinton**

This Summary of Dental Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE - If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

**Control Plan** – Delta Dental of Michigan

**Benefit Year** – April 1 through March 31

**Covered Services -**

	PPO Dentist	Premier Dentist	Non- participating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> - includes exams, cleanings, fluoride, and space maintainers	100%	65%	65%
<b>Emergency Palliative Treatment</b> - to temporarily relieve pain	100%	65%	65%
<b>Brush Biopsy</b> - to detect oral cancer	100%	65%	65%
<b>Radiographs</b> - X-rays	100%	65%	65%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> - fillings and crown repair	80%	65%	65%
<b>Endodontic Services</b> - root canals	80%	65%	65%
<b>Periodontic Services</b> - to treat gum disease	80%	65%	65%
<b>Oral Surgery Services</b> - extractions and dental surgery	80%	65%	65%
<b>Other Basic Services</b> - misc. services	80%	65%	65%
<b>Relines and Repairs</b> - to bridges and dentures	80%	65%	65%
<b>Major Restorative Services</b> - crowns	75%	60%	60%
<b>Major Services</b>			
<b>Prosthodontic Services</b> - includes bridges, implants, and dentures	60%	60%	60%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> - includes braces	60%	60%	60%
<b>Orthodontic Age Limit</b> -	Up to age 19	Up to age 19	Up to age 19

\* When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This Nonparticipating Dentist Fee may be less than what your dentist charges, which means that you will be responsible for the difference.

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Bitewing X-rays are payable once in any period of 12 consecutive months and full mouth X-rays (which include bitewing X-rays) are payable once in any five-year period.
- Composite resin (white) restorations are optional treatment on posterior teeth.

Customer Service Toll-Free Number: 800-524-0149

www.DeltaDentalMI.com

September 22, 2011

APPENDIX "G"

- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees to get dental care almost everywhere in the world! You can now receive expert dental care when you are outside of the United States through our Passport Dental program. This program gives you access to a worldwide network of dentists and dental clinics. English-speaking operators are available around the clock to answer questions and help you schedule care. For more information, check our Web site or contact your benefits representative to get a copy of our Passport Dental information sheet.

**Maximum Payment** – \$1,500 per person total per benefit year on all services except orthodontics. \$1,500 per person total per lifetime on orthodontic services.

**Deductible** – None.

**Waiting Period** – Employees who are eligible for dental benefits are covered on the first of the month following the date of hire.

**Eligible People** – All Mid-Management and UAW Technical Office Professionals, DPW employees, Professional Water Workers, Supervisory Personnel and Non-Union employees, Property Appraisers, Building Inspectors and Dispatchers of the Contractor and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The Contractor pays the full cost of this plan.

Also eligible are your legal spouse and your children under age 26, including your children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

If you and your spouse are both eligible under this Contract, you may be enrolled as both a Subscriber on your own application card and as a dependent on your spouse's application card. Your dependent children may be enrolled on both application cards as well. Delta Dental will coordinate benefits.

Benefits will cease on the last day of the month in which the employee is terminated.