

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CHARTER TOWNSHIP OF CLINTON**

**AND
LOCAL 1103.12 – DPW CHAPTER
MICHIGAN COUNCIL 25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO**

APRIL 1, 2013 TO MARCH 31, 2018

CUSTODIANS AND DEPARTMENT OF PUBLIC WORKS

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this fifteenth day of May, 2013, between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and Local 1103.12 of Michigan Council #25 of the American Federation of State, County and Municipal Employees Union:

W I T N E S S E T H:

WHEREAS, the laws of the State of Michigan authorize public employees and public employers to enter into collective bargaining agreements in respect to rates of pay, wages, hours of employment or other conditions of employment, and;

WHEREAS, the employees covered by this collective bargaining agreement have heretofore selected the Union as their exclusive collective bargaining agent in respect to rates of pay, wages, hours of employment or other conditions of employment, and;

WHEREAS, the Employer and the Union have arrived at certain understandings in collective bargaining negotiations conducted between their respective representatives which they now mutually desire to incorporate into this collective bargaining agreement.

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 hereby enter into this Agreement pursuant to the requirements of and authority granted by Act 379 of the Michigan Bargaining Agreement all of the terms and conditions of employment in respect to rates of pay, wages, hours of employment or other conditions of employment for the employees covered hereby.

Section 2. DEFINITIONS

- A. EMPLOYER shall mean the Charter Township of Clinton, County of Macomb, State of Michigan, and its duly elected or appointed officers or representatives.
- B. UNION shall mean Local 1103.12 of the American Federation of State, County, and Municipal Employees, AFL-CIO, and its duly elected or appointed officers or representatives.
- C. EMPLOYEE shall mean any member of the bargaining unit as hereinafter defined in Section 3 of this Article.

- D. BOARD shall mean the Clinton Township Board.
- E. DPW shall be the abbreviation for the Department of Public Works.
- F. CUST shall be the abbreviation for the Custodians in the Police Department and the Custodians in the Department of Public Works.
- G. DIRECTOR shall mean the Director of Public Services.
- H. ASSISTANT SUPERINTENDENT shall mean the Assistant Superintendent of the DPW.
- I. FOREMAN shall mean any Foreman in the DPW.
- J. ASSISTANT FOREMAN shall mean any Assistant Foreman in the DPW.
- K. EQUIPMENT OPERATOR shall mean any bargaining unit employee designated by Management to operate back hoes, sewer flushing truck, front end loaders, high rangers, dump truck belly plow, and any equipment purchased by the Township of the nature and size now being run by the operators in the Bargaining Unit.
- L. MAINTENANCE WORKERS shall mean those workers in the Department of Public Works.
- M. MECHANIC shall mean any employee appointed to that classification in DPW who has met the requirements of the Employees Civil Service Commission.
- N. WEED CREW LEADER shall be a bargaining unit employee who is appointed by the Township to supervise summer and seasonal employees only. The same person will not be selected for two (2) consecutive years.
- O. INSPECTOR shall be the person designated as an inspector when Management believes an inspector's classification is necessary.
- P. GRASS CREW LEADER shall be a bargaining unit employee who is appointed by Management to supervise one or more seasonal employees on the grass crew.
- Q. In the construction of the words used in this Agreement whenever the singular is used, it shall include the plural and whenever the masculine gender is used, it shall include the feminine gender or vice versa.

Section 3. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of the State of Michigan of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for the following:

- A. Employees in the DPW Division; and
- B. The custodians in the CUST Division.

Office personnel, superintendent, assistant superintendent, foremen, assistant foremen, and such other executive or supervisory positions already established or as may be hereafter established by the Employer with reference to the DPW and CUST are excluded.

Section 4. EXCLUSIVE COLLECTIVE BARGAINING AGREEMENT

The Employer shall not enter into any collective bargaining agreement with any employee or with any other collective bargaining organization on behalf of employees nor will the Employer aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for any purpose whatsoever during the term of this Agreement.

Section 5. 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 are permitted under law and desire to enter into a collective bargaining agreement during the term hereof and they respectively acknowledge that many matters were considered in negotiation which are 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 shall not be incorporated 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, it shall furnish the other party with written notice hereof setting forth specifically the matters upon which negotiations are requested.

Section 6. MANAGEMENT'S RIGHTS

It is mutually agreed that there is reserved exclusively to the Employer, all responsibilities, powers, rights and authority vested in it, or heretofore otherwise properly exercised by it under the laws and constitutions of the State of Michigan and the United States, except in such matters or things as may be expressly and in specific terms limited by the provisions of this Agreement.

Section 7. EMPLOYEE CONFLICT OF INTEREST

In recognition that a conflict of interest may arise, it is mutually agreed that no employee covered by this Agreement shall engage, directly or indirectly, in any work as an employee or independent contractor for any other person when such work is related to any matter pertaining to the Charter Township of Clinton Department of Public Works wherever located, and requires inspection by the DPW Inspectors.

Section 8. CUSTODIANS IN THE POLICE DEPARTMENT

The parties agree that the following applies to the custodians in the Police Department, separate from the other custodians:

1. The regular working day shall constitute an eight hour day inclusive of a one hour lunch period.
2. The Police Department custodians shall be entitled to a break of fifteen (15) minutes during the first four (4) hours of a regular day and an additional break of fifteen (15) minutes during the second four (4) hours of a regular day.
3. The Police Department custodians shall be allowed ten (10) minutes for cleanup time before quitting time.
4. The regular shift premium for the afternoon or second shift shall be forty (\$.40) cents per hour above base salary.
5. The parties hereto agree that if there is a third shift in the Police Department, then the premium for that shift shall be fifty (\$.50) cents per hour above base salary.

ARTICLE II

UNION SECURITY AND CHECKOFF

Section 1. UNION SECURITY

As a condition of continued employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall, as a condition of employment, join the Union or pay the service fee.

The member, or the employee paying the service fee, shall be obligated to pay the appropriate assessment, dues, and/or fees the day following cessation of probation. The dues shall be payable in advance for each month when a payment is due, and if for any reason Management cannot deduct the assessment, dues and/or fees immediately because of scheduling of the computer and the like, then and in that event, when the deduction is

made, the Employer shall deduct appropriate monies through the month that the deduction is made.

All employees shall execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of this Article, if they are not in arrears in payment of initiation fees, dues and/or assessments.

The employee who fails to maintain himself/herself in good standing in the Union by the non-payment of the appropriate dues, fees and/or assessments shall be terminated within thirty (30) days following receipt by the Employer of notice from the Union that a member of the bargaining unit is in violation of this Article.

The Union agrees to indemnify, protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability, resulting from the action taken by the Employer in conformity with this Article.

The deductions shall be deducted, if possible, from the first pay of the month and from the first pay period of each month thereafter. Deductions for any calendar month shall be remitted to the designated Treasurer of the Local Union with a list for whom dues or service fees have been deducted as soon as possible.

Section 2. P.E.O.P.L.E.

The employer agrees to deduct from the wages of any employee who is a member of the Union, a P.E.O.P.L.E. deduction as provided for a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the international Union together with an itemized statement showing the name of each employee whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE III

STEWARDS AND ALTERNATE STEWARDS

Section 1. NUMBER OF STEWARDS

The employees may be represented by one steward on each shift which is hereby defined to be any regularly scheduled work period during which four (4) or more full-time members of the bargaining unit are scheduled to work. In the absence of the steward, an alternate steward may be appointed by the Union.

The employees of the DPW will be represented by a steward from the DPW Division. The Police Department Custodians and the Civic Center Custodians will be represented by the DPW steward.

Within fifteen (15) days after the effective date of this Agreement, the Union will furnish the Employer with a list of stewards and officers of the Union and the Employer may rely on such list unless and until it is furnished with a revised list which shall be effective upon receipt of such list by the Employer.

Section 2. STEWARD CONDUCTING UNION BUSINESS DURING WORKING HOURS

The steward from DPW Division may engage in Union business related to grievances during working hours without loss of time or pay, for a period not exceeding one-half (1/2) hour for any one shift. However, at the commencement of each new year, the Union can opt to change the time of the previous sentence and elect to have two (2) hours a week. If the Union does not notify the Township Supervisor of this option by January 15th of each year, then the one-half (1/2) hour per day for any one shift will apply.

The parties agree that before engaging in Union activities, the steward shall notify the immediate supervisor or other persons designated by Management as to the time of leaving his/her job as well as notifying the same person upon their return to said job.

Section 3. ORIENTATION SESSION

The department head or his/her designee shall choose a time period of one hour within the first two weeks of employment for the Union Chair to designate two persons from the Union for the purpose of an orientation session for new employees.

Section 4. MEMBERS ALLOWED TO NEGOTIATE COLLECTIVE BARGAINING AGREEMENTS

The parties agree that during the period of time in which a collective bargaining agreement is being negotiated, the Union shall be entitled to have three (3) members excused from work to negotiate the agreement during normal working hours for the first shift. The members negotiating the agreement for the Union shall not forfeit any of their compensation or benefits because of time spent during negotiations.

ARTICLE IV

SPECIAL CONFERENCES

Section 1. PURPOSE AND INTENT

In mutual recognition that important matters may arise during the term of this Agreement which necessitates conferences between the Union and the Employer, the parties hereby agree to meet for such purpose.

Section 2. TIME, PLACE, GENERAL PROVISIONS CONCERNING SPECIAL CONFERENCES

- A. Special Conferences shall be held when mutually agreed to by the Township and the Union. The Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference if scheduled during their regular work hours.
- B. The Employer and the Union shall be represented at such conference by at least two (2) representatives each and the Union may include in its representation a member of the International Union and/or Council.
- C. The Union and the Employer shall present to each other at the start of the conference an agenda of any matters they wish to discuss and the conference shall be confined to those matters unless both parties agree mutually to extend the agenda.
- D. The place of the conference shall be the premises of the Employer and the Union representatives may meet on such premises for a period not exceeding one-half (1/2) hour immediately preceding the scheduled time of the conference.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1. DEFINITION

Grievance shall mean a complaint by any employee, group of employees or the Union, that there has been a violation, misinterpretation or misapplication or any provisions of this Agreement or any other matter relating to rates of pay, wages, hours of employment or other conditions of employment.

Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The following matters shall not be the basis of any grievance under the procedure established in this Article:

The termination of services or failure to re-employ any probationary employee for other than Union activity.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

The following provisions shall apply in the mediation of any grievance under the procedure established hereafter in Section 4 of this Article.

- A. Any employee who believes he/she may have a grievance shall first discuss the matter with his her steward.
- B. The Union shall be entitled to have a representative present at each step of the grievance procedure and such representative may mediate the grievance if the employee consents thereto.
- C. After step one, any appeal to a higher step in the grievance procedure shall be in written form setting forth specifically the incident, occurrence or conditions and the grounds upon which the grievance and appeal is based.
- D. Failure to appeal a decision at any step of the grievance procedure within the specified time limit shall be deemed a withdrawal of the grievance.
- E. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.
- F. After step one of the grievance procedure, any hearings under the succeeding steps shall be conducted during working hours except when mutually agreed to the contrary and except for such hearing as may be held by the American Arbitration Association, it being mutually agreed that none of the parties hereto can regulate the time of hearing before that body, provided, however, any other hearings held under this grievance procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the attendance of all persons, including witnesses, entitled to be present. When any such hearing is held during working hours, all employees who are required to be present at the hearings shall be excused with pay from their regular duties for that purpose. Provided, however, the Employer shall not be obligated to excuse and/or pay more than two (2) Union representatives for any such hearings.
- G. Anything herein to the contrary notwithstanding, any grievance involving suspension, discharge, benefits, pay or any other item costing the Township more than fifteen hundred dollars (\$1,500), then and in that event, the grievance will automatically proceed to Step 3 of the grievance procedure.

Section 4. GRIEVANCE PROCEDURE

- A. STEP ONE. Any time within five (5) working days of the date of the occurrence out of which the grievance arises, if the employee feels he/she has a grievance and has reviewed it with his/her steward, it shall then be discussed with the Foreman in an attempt to resolve the grievance by informal conference. However, if the Foreman is involved in the occurrence, it shall be discussed with the Assistant Superintendent. If the matter is not settled to the satisfaction of the employee, it may be appealed in accordance with the following procedure.

In the event a grievant is a custodian, then if assigned to the Police Department, he/she shall file with the Deputy Chief or Chief of Police, and

if the custodian is assigned to the DPW then he/she shall file with the Assistant Superintendent of the DPW or the Superintendent of the DPW. If the matter is not settled to the satisfaction of the custodian, it may be appealed in accord with the following procedure commencing with Step Three.

- B. STEP TWO. If the grieving party desires to appeal the decision in Step One, within five (5) working days, excluding Saturdays, Sundays, and Holidays, of such decision, he/she shall file a written appeal with the Director who shall arrange and conduct a hearing within five (5) working days, excluding Saturdays, Sundays, and Holidays, of receipt of such appeal and shall give his/her written decision on such hearing within five (5) working days excluding Saturdays, Sundays and Holidays, after such hearing.
- C. STEP THREE. In the event the grievance is not disposed of during the Step Two process, then and in that event, within ten (10) working days after the decision of the Director, the matter shall be referred in writing to the Human Resources Director. By the adoption of this contract, the Township Board agrees that the Human Resources Director has the power and authority on behalf of the Township to resolve all grievances at this Step Three level. The Human Resources Director shall hold a hearing within ten (10) working days of receipt of grievance and shall issue his determination within ten (10) working days of the termination of the grievance hearing. The Human Resources Director's determination shall be supplied to the Union President.
- D. STEP FOUR. If the grieving party is not satisfied with the decision rendered by the Human Resources Director, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director to request a mediator from the Federal Mediation and Conciliation Service, the Michigan Department of Labor & Economic Growth Bureau of Employment Relations Service, or any other service mutually agreed to by both parties. The parties will meet with the mediator in an attempt to resolve the grievance. If the mediator is unable to resolve the grievance to both parties' satisfaction then the grieving party shall have the right to move the grievance to Step Five. The grieving party may at its choice elect to skip Step Four and proceed directly to Step Five.
- E. STEP FIVE. If the grieving party is not satisfied with the decision rendered by the Human Resources Director or if the mediator is unable to resolve the grievance in accordance with Step Four, then they shall have the right within thirty (30) days from receipt of the decision of the Human Resources Director or the date of the Step Four meeting whichever is later, to appeal the matter to the Civil Service Commission or resort to binding arbitration. Upon the Union electing one of these options, the other option is null and void. Therefore, if the Union opts to go to Civil Service, it

foregoes Step Six with references to final and binding arbitration and if it opts to go to Step Six-Final & Binding Arbitration, the Union forfeits its right to have the matter processed through Civil Service. The Civil Service Commission will only be required to hear issues which fall within their legal jurisdiction. If they determine that they do not have the authority to hear a case, then the grievance will automatically be moved to Step Six.

F. STEP SIX-FINAL & BINDING ARBITRATION.

1. If the grievance is not resolved at Step Three, the Union has thirty (30) working days from the receipt of the Step Three answer to file a Notice of Intent to Arbitrate, by sending a letter to the Human Resources Director. If the Union fails to request arbitration within this time limit, the grievance shall be deemed not eligible to go to arbitration.
2. Upon written request by either party, after the Notice of Intent to Arbitrate, the parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step Four. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives of the Employer. The union members shall be the Chapter Chairperson and the Council 25 Representative, or their designee.
3. If the parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.
4. Selection of the Arbitrator
 - a. Within ninety (90) days of the receipt of the written demand for arbitration, the union shall notify one of the arbitrators from the permanent roster of arbitrators listed below.

Mark Glazer
Barry Goldman
Joseph Girolamo
Benjamin W. Wolkinson
Kathryn A. Van Dagens

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will be assigned the first case. The next arbitrator on the list will be assigned the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the parties will go back to the beginning of the list and start the selection process over with the first name on the list.

- b. The parties recognize that an arbitrator may not be available for an extended period of time to hear a case (extended period of time shall mean three (3) months or longer). The parties may then move to the next arbitrator on the list.
 - c. An arbitrator may be removed from the list by written notice of either party during the life of the Agreement. Upon such removal no further cases will be assigned to that arbitrator but the arbitrator will hear and decide any cases already assigned to him/her. Within thirty (30) days after such removal, the parties shall meet and mutually agree upon another arbitrator to replace the arbitrator removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove himself/herself from the list at any time.
 - d. If the parties agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.
5. The fees and expenses of arbitration shall be shared equally by the Township and the Union. The arbitrator's decision shall be binding on both parties; however, the arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement.

ARTICLE VI

DISCHARGE AND DISCIPLINE

Section 1. NOTICE TO UNION

The Employer agrees to furnish the employee with at least two (2) copies of a written notice of discharge or discipline, and the employee may deliver a copy of such notice to his/her Steward.

Section 2. APPEAL OF DISCHARGE OR DISCIPLINE

If the employee desires to appeal his/her discharge or discipline, the grievance procedure in Article V shall be followed.

Section 3. RETENTION OF DISCIPLINARY RECORDS

Written disciplinary action records will be removed from an employee's file twenty four (24) months after the issuance of the written record provided that there is no further written disciplinary action of a similar nature taken against the employee during

the twenty-four (24) month retention period. The department head shall have the discretion to remove the material prior to the expiration of the twenty-four month period.

ARTICLE VII

SENIORITY

Section 1. PROBATIONARY EMPLOYEES

New employees hired in the bargaining unit shall be on probation for the first ninety (90) working days following their first day of work.

If Management does not terminate the employee during the probationary period, then the employee shall be entered on the seniority list and his/her seniority shall be computed from the date of his/her initial work day. As between employees with identical seniority dates, the employee with the lowest last four numbers of his/her social security number shall be considered senior.

There shall be no seniority amongst probationary employees.

The Union shall be the exclusive collective bargaining representative of all probationary employees in respect to rate of pay, wages, hours of employment, and other conditions of employment; provided, however, the Employer shall have the sole discretion in matters of discharge or discipline affecting probationary employees and any discharge or discipline of such employees shall not be subject to the grievance procedure.

Section 2. TRANSFER IN AND OUT OF BARGAINING UNIT

Effective as of April 1, 1982, any employee leaving the bargaining unit, unless on approved leave of absence from the Charter Township of Clinton, shall forfeit all prior bargaining unit seniority. This paragraph is not applicable to any employee who leaves the unit and returns back to the unit within a period of six (6) months and in such event, unit seniority will not accrue during the period in which the employee was absent from the bargaining unit.

If a bargaining unit employee removes himself/herself from the bargaining unit for more than six (6) months, he/she shall not have any right of re-employment in the bargaining unit unless a vacancy exists or there is a person on probation. Such bargaining unit employees shall have a greater right to any position than a probationary employee, and upon his/her return to the bargaining unit, the probationary employee shall be terminated.

Any Township employee who has never been a bargaining unit employee who transfers or bids in the bargaining unit shall have no seniority in the unit, except what they accrue in the unit for the purpose of layoff and promotion only.

Section 3. SEASONAL EMPLOYEES

The Employer shall have the sole discretion in respect to all matters pertaining to seasonal employees, provided however, such employees shall not be offered regularly scheduled overtime unless and until all regular employees subject to this Agreement who are qualified for the particular work involved in the overtime have been offered the opportunity to perform such work. Seasonal employees shall not acquire seniority and their period of employment shall not be credited on the probationary period. Such employees shall not be subject to this Collective Bargaining Agreement in any respect except as otherwise set forth herein.

Section 4. SENIORITY LISTS

The seniority of an employee shall not be affected by his/her race, sex, marital status, or number of dependents. The Employer, or the Personnel Director of the Employees Civil Service Commission, shall annually maintain an up-to-date seniority list containing the names and job titles of all employees of the bargaining unit entitled to seniority and a copy of such list shall be furnished to the Union upon execution of this Agreement. The Employer, upon a new hire or a departure, shall furnish a revised list to the Union within a reasonable time after such changes occur, provided the Union notifies the Employer of the need for a new seniority list.

Section 5. LOSS OF SENIORITY

An employee shall forfeit his/her seniority only for the following reasons:

- A. He/she voluntarily quits.
- B. He/she is discharged and the discharge is not reversed under the grievance procedure.
- C. He/she is absent from work without notice to the Employer three (3) consecutive working days. Upon expiration of such period, the Employer will send written notice to the employee, mailed to his/her last known address that his/her seniority has been forfeited and his/her employment terminated.
- D. He/she fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.
- E. He/she fails to return to work after having been on sick leave, or leave of absence, in which event, such failure shall be subject to and handled in the same manner as specified in subparagraph C above.
- F. He/she retires.

Section 6. LAYOFF PROCEDURE

- A. Layoff shall mean a reduction in the working force due to a decrease in the work, financial ability of the Employer to pay for the services of the employees, or any other matter beyond the control of the Employer.
- B. If an employee must be laid off for an indefinite period of time, the Employer shall give written notice of such layoff at least fifteen (15) working days prior to the effective date of layoff, and a list of the names of such employees shall be furnished to the Union's Secretary on the same date the notice is given to the employees.
- C. The order of layoff of employees shall be governed by seniority. This provision relative to seniority is only applicable to layoffs.

However, the Chairman and Steward shall have seniority preference and shall not be subject to a grievance procedure because of this exception to the layoff procedure. With reference to the officers of the Local, the seniority shall be in the reverse order as listed with the lowest seniority being the Alternate steward. In case of identical seniority, the employee with the lowest last four numbers of their social security number will be considered senior.

Section 7. RECALL PROCEDURE

After a layoff, employees shall be recalled according to the order in which they were laid off, provided that the employees with the greater seniority shall be recalled according to their seniority. The Employer shall give the employee written notice of the recall by certified mail, telegram or personal delivery to the employee's last known address. If the employee fails to report for work within fourteen (14) days after the mailing, wiring or delivery, as the case may be, of the recall notice, the Employer and employee shall consider employment rights terminated.

ARTICLE VIII

PROMOTIONS

Management shall promote employees within the Union to a higher classification within the bargaining unit, provided the applicant is well qualified to perform the work of the higher classification. The Employer shall be given thirty (30) days to determine if the employee promoted can adequately perform job requirements. Between applicants of minimum qualifications, the applicant with the greater seniority in their department shall be given the promotion.

In the event an applicant cannot perform adequately in the new position, then he/she shall be returned to his/her prior classification and the next employee of the bargaining unit with the next highest qualifications shall be considered.

In the event the Bargaining Unit could not produce a person for the position, then Management can advertise and select from outside of the bargaining unit.

Employees in all classifications covered by this agreement except Police Department Custodial Maintenance, Custodian, and Assistant Custodian will be eligible to compete for promotion to any mid-management position in the department of Public Works, if the employee has a minimum of five (5) years in the bargaining unit.

The posting of a promotion shall be in all buildings from which the appropriate applicants of the bargaining unit work. Such postings shall be for a minimum of seven (7) days prior to testing or judging qualifications. The Employer shall have sole discretion in matters relating to the appointment of temporary Inspectors.

Effective with the 2003-2007 contract, the Department will create two permanent Inspector positions. The following stipulations will apply.

1. Inspectors will be selected by the DPW Superintendent. When making the selection, the Superintendent shall consider an employee's work experience, education, and ability. Among employees of equal qualifications, the employee with the greatest bargaining unit seniority will be selected.
2. When a permanent Inspector is not working on inspection work, they will do maintenance worker work. They will continue to be paid Inspector pay during those periods.

Upon promotion, an employee will be placed at the step increment, which provides them with a minimum of a seven percent increase in pay. Provided, however, that no employee will be paid more than the maximum of the higher position.

ARTICLE IX

VETERAN'S PROVISION

Any employee who is drafted into the active military service of the Armed Forces of the United States shall be entitled to a leave of absence if the Charter Township of Clinton is required to provide such by Federal or State law.

ARTICLE X

LEAVE OF ABSENCE

Section 1. PERMISSIVE LEAVE OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding two (2) years for any purpose which the Employer deems to constitute reasonable cause. Seniority at inception of leave is frozen. Once an employee's leave of absence

commences, 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, personal or sick leave. A temporary full-time employee may be hired to fill the vacancy created by the leave of absence for the duration of the leave.

Section 2. MANDATORY LEAVE FOR UNION OFFICE

The Employer shall grant a leave of absence without loss of seniority for a period not exceeding two (2) years to any member of the Union who is elected to a full-time Union office. The same provisions for seniority are also applicable for Union office leave as for permissive leave of absence. Once an employee's leave of absence commences, 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, personal or sick leave. A temporary full-time employee may be hired to fill the vacancy created by the leave of absence for the duration of the leave.

Section 3. UNION CONVENTIONS

The Chapter chairperson or his/her representative elected to attend a function of the International Union such as convention, or educational conferences, upon proper application, shall be allowed a total of five (5) days per year time off without loss of time or pay to attend such conference and/or conventions.

ARTICLE XI

COMPENSATED ABSENCES

Section 1. SICK LEAVE

Employees will be given seven (7) sick days per year. Any sick days in excess of fourteen (14) days shall be paid in the first pay following the end of the contract year in which said days exceed fourteen (14) at the rate of one-half (1/2) of base pay for such day. The last day of the contract year in which the excess was accumulated will determine the price of the base pay per day.

Bargaining unit members hired after April 1 each year will be credited sick days on prorated basis from date of hire until the 1st of April following his/her commencement of work. The credit will be allocated in a lump sum as of the date of hire.

When an employee is on sick leave, such period shall be considered as continued employment for all matters covered by this Agreement. If an employee is ill or otherwise entitled to use sick leave, the employee shall provide notice to the Employer within an hour period commencing one-half (1/2) hour prior to starting time. If an employee fails to provide such notice, eight (8) hours of pay shall be deducted from the employee's

paycheck unless a reasonable explanation demonstrating inability to give notice is provided to the Employer.

When an employee's absence is for more than three (3) continuous work days, the employee may be required to file a physician's certificate to verify the injury or illness which prevented the employee from working. A department head or designee may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse. Employees who fail to file a physician's certificate upon request under this article will not be paid for the sick leave absences involved.

The Employer shall arrange that a DPW foreman, assistant foreman, or other communication system shall be available at the maintenance facility for such sick leave calls.

Sick leave usage will be charged to the nearest one-half (1/2) hour in cases of absence for less than a full day. Minimum sick leave usage is two (2) hours.

Section 2 SHORT TERM/LONG TERM DISABILITY

The Township will provide the employees with short-term and long-term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Human Resources Office except as modified by this collective bargaining agreement. The short-term disability waiting period shall be five work days, except when an employee is hospitalized or when the employee is disabled from work due to outpatient surgery. In these instances the benefit shall begin on the first day of disability. The short-term disability benefit is 66 2/3% of base pay for a period of up to twenty-six weeks from time of qualifying event. If the employee is still disabled after twenty-six weeks, he/she shall be eligible for long-term disability benefits. Said benefit shall be 60% of base pay and shall be paid for a period not to exceed the date that the employee would otherwise be able to retire. The rules regarding these benefits are spelled out in the summary plan descriptions for these two plans and subject to the determinations and rules of the insuring companies. An employee must be employed by the Township for ninety (90) calendar days to be eligible for short-term disability and long-term disability benefits.

If an employee becomes disabled and entitled to the benefits of the disability plan, he/she shall have the option of first using sick days, then personal days, and then vacation days before applying for the benefits under the disability plan. Once the employee applies for the disability plan benefits, the employee shall not have the right to draw on sick days, personal days, or vacation days for any injury or illness arising out of the same cause for which the disability originated. However, at the conclusion of the short term disability and before the commencement of the long term disability, the employee again shall have the option of using sick days and/or personal days, and vacation days before applying for long term disability benefits.

Once an employee is receiving disability benefits for a period of twelve (12) months from the time the benefit period commenced, then that employee shall no longer

be an employee of Clinton Township, regardless of the fact that there are sick days, personal days and vacation days not used. This provision does not prevent the employee from requesting a leave of absence from the Township. Upon termination, the employee will be reimbursed for each sick day at 1/2 day's pay, and the vacation days will be paid at the rate of pay in effect at the time the disability was applied for. The parties agree that once the employee goes on disability and a new employee is hired, the new employee will be notified by the Township that the employment will be subject to the return of the disabled employee.

Once an employee qualifies for disability benefits, the Township shall maintain and provide the employee's hospital, medical, life, dental and optical insurance for the disability period. However, these benefits shall not extend beyond twelve (12) months from the date which the employee qualified for disability benefits, which constitutes the employment period. An employee shall not accrue vacation days while on disability leave.

Any employee incurring a non-work related injury who is deemed by their doctor to be able to work, however, is restricted from performing their normal job may, upon the employee's request, be allowed to perform light duty work. It is the obligation of the employee to secure and deliver to the employer a doctor's statement of the diagnosis its expected duration, restrictions and duties allowed. The Township has the right to have the employee examined by a physician of its choice for concurrence prior to being assigned to light duty. The employee placed in this type of assignment will not be allowed to work overtime. The following stipulations will apply:

- a. To be eligible for light duty an employee must have qualified for short-term disability benefits.
- b. Either the employer or the employee can terminate a light duty assignment.
- c. Non-duty related light duty shall be secondary in priority to work related light duty.
- d. The light duty assignment shall not exceed thirty workdays.

Section 3. VACATIONS

Each seniority employee shall accumulate vacation days with pay in accordance with the following schedule which may be accumulated to a maximum of thirty (30) days per calendar year:

From the date of hire through five (5) years	- One (1) day per month.
Beginning the sixth (6 th) year through the twelfth year	- One and one-half (1-1/2) days per month.
Beginning the thirteenth (13 th) year	- Two (2) days per month.

The following provisions shall apply to all vacations:

- A. The time of taking a vacation shall be approved by the Superintendent in his discretion. He shall be guided in such determination in such cases by the desire of the employee and the interest of the public service in that Department.
- B. Vacations shall normally be scheduled and taken in a period of consecutive days, provided that the Superintendent may approve the taking of vacation in separate days in his discretion.
- C. When a legal holiday, as provided in this contract, is observed by the Employer while the employee is on vacation, the employee shall not be charged a vacation day for such holiday.
- D. When an employee does not use his/her vacation days during the calendar year, he/she shall not receive extra pay for such unused days, and all vacation days in excess of the limit of thirty (30) days per calendar year as set forth above, which are not used, shall be lost.
- E. If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, at his/her option, the vacation will be rescheduled and the period of illness shall be charged to his/her sick leave days. Provided that if the employee's incapacity to work results in an accumulation of vacation days in excess of the maximum provided in this Agreement, he/she shall be paid for such excess vacation days.
- F. Upon separation from employment, the employee shall be paid for accrued vacation days at the compensation rate at the time of termination. In the event of death of the employee, the representative of the employee's estate shall be paid the vacation pay accrued under this contract.
- G. Employees will be paid their current rate based on their regularly scheduled work days while on vacation and will continue to receive credit for any benefits provided in this Agreement.
- H. For computation purposes, a new hire shall be given vacation credit for the first month worked only if he/she commenced work prior to the 15th of the month. A terminating employee shall be given vacation credit for the last month worked only if they worked beyond the 15th day of that month.

Section 4. HOLIDAYS

The following shall be paid holidays:

President's Day	Columbus Day	Christmas Day
Good Friday	Veteran's Day	New Year's Eve Day
Memorial Day	Thanksgiving Day	New Years Day
4 th of July	Day After Thanksgiving	
Labor Day	Christmas Eve Day	

The following provisions shall apply to all holidays:

- A. If any of the foregoing holidays fall upon a Saturday, the preceding Friday shall be observed and defined as the holiday.

However, when Christmas Day and New Year's Day fall on a Saturday, the preceding Friday shall be considered Christmas Eve Day and New Year's Eve Day; hence, the employee won't work on Thursday, or Friday and such Thursday and Friday shall be considered a holiday in the event an employee is called into work.

- B. If any of the foregoing holidays fall upon a Sunday, the following Monday shall be observed and defined as the holiday.
- C. If any employee is required to work on a holiday, unless such day is part of his/her regularly scheduled shift, he/she shall be paid double time for all hours worked that day, plus his/her regular pay.
- D. The holiday pay for each employee shall be their current rate for an eight (8) hour work day.
- E. If a holiday or holidays should fall on consecutive Friday, Saturday and Sunday or Saturday, Sunday and Monday, then and in that event, the Township Board shall designate the time to observe such holidays. Holidays shall be observed when the Township observes same.
- F. In order to obtain holiday pay, the employee must work his/her last scheduled work day prior to the holiday and the first scheduled work day after the holiday unless excused by the department head or his/her designee. It is understood by the parties that vacation days, sick days, and personal days shall be excused days and referred to as "pay status days".

Section 5. PERSONAL BUSINESS DAYS

Each employee may take off (3) days with pay, per calendar year, for personal business upon receiving prior approval of his/her department head. There shall be no accumulation of personal leave days from year to year.

Both parties to this Agreement agree that if the employee has personal business days left at the end of the calendar year, then those personal days shall be voided and the employee shall be paid for seventy-five percent (75%) of the value of those days based upon the employee's base wage.

In their year of hire and departure, employees shall receive one (1) personal day for each of the following periods during which they worked a majority of the work days within that period:

January-April
May-August
September-December

Section 6. FUNERAL LEAVE

In the event of death in the immediate family of an employee, he/she shall be entitled when so required to necessary leave time with regular pay not to exceed three (3) days as approved by the Superintendent to enable the employee to arrange for and attend a funeral and burial. This provision shall apply to probationary employees. In the event that the funeral of an immediate family member is held at a location over 250 miles from the Township, the employee will be granted one (1) additional paid funeral day. The employee must provide proof that they attended the funeral to receive the additional funeral leave day.

Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, father-in-law, mother-in-law, stepfather, stepmother, stepbrother, stepsister, stepchild, and grand-child. The employee shall be entitled to one (1) day with pay when so required in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, and sister-in-law, and to attend funeral services.

Section 7. JURY DUTY

- A. Employees who serve on jury duty will be paid the difference between their regular pay and the amount actually received for such jury service. Proof of payment must be submitted to the department head or assistant for transmittal to the accounting department for documentation for deduction from the employee's regular pay.
- B. All days served on jury duty are to be considered regular working days and not deducted from accumulated sick leave or vacation days, provided the jury does not exceed sixty (60) actual jury duty days within a contract year.
- C. In the event that attendance in jury duty exceeds more than sixty (60) days in actual attendance, then and in that event, all benefits shall cease and be frozen until the jury duty is terminated unless the Township Board grants an extension.

- D. If the jury duty is a Grand Jury duty, the sixty (60) day limitation shall not apply to time served on the Federal, State and/or County Grand Jury.

ARTICLE XII

WORKING HOURS AND OVERTIME PREMIUM

Section 1. WORKING HOURS AND SHIFT PREMIUM

- A. The first shift is any shift that regularly starts on or after 4:00 a.m. but before 11:00 a.m. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. It is understood and agreed that the Employer does not operate or maintain a third shift.

- B. The second shift is any shift that regularly starts on or after 11:00 a.m. but before 7:00 p.m. It is understood and agreed that the Employer does not operate or maintain a third shift.

The second shift may consist of one or more persons, the shift being staffed five (5) afternoons per week, Monday through Friday.

The third shift is any shift that regularly starts on or after 7:00 PM but before 4:00 AM. It is understood and agreed that the employer does not operate or maintain a third shift.

The third shift may consist of one or more persons, the shift being staffed five (5) afternoons per week, Monday through Friday.

- C. The regular full working day for the Custodians in the Civic Center and at the police department shall consist of eight (8) hours per day inclusive of a one hour lunch period.
- D. Employees shall have two (2) breaks each day, one in the first half of their regular shift, and the other in the second half of their regular shift. Breaks shall not exceed fifteen (15) minutes each, and wherever possible, shall be taken on the job location of the employee.
- E. Employees shall be entitled to ten (10) minutes cleanup time immediately before their lunch period and ten (10) minutes cleanup time immediately before their quitting time.
- F. In the event that the DPW determines that it will implement a second shift and or third shift, the following provisions shall apply. The Director will provide the Union with at least forty-eight (48) hours notice of the intent to establish a second shift and or third shift. The Director or his designee shall meet with the Union to discuss the new shift(s) conditions. The shift(s) will be staffed first by volunteers in order of seniority and if insufficient employees volunteer, then the seniority list

will be used in inverse order. The shift premium for the second shift will be forty cents (\$.40) per hour and the third shift will be sixty cents (\$.60) per hour. A second shift and or third shift will not be created for a period of less than five consecutive (5) working days. It is understood that a second shift and or third shift will not be created to solely reduce overtime.

- G. The regular full working day for employees other than the Custodians in the Civic Center and at the Police Department shall consist of eight (8) hours per day inclusive of a one half hour lunch period.
- H. The definition of a work day shall include “pay status days”, meaning vacation days, sick days, or personal days.

Section 2. OVERTIME PREMIUM

- A. Time and one-half (1-1/2) shall be paid as follows:
 - 1. For all working hours over eight (8) hours in one day.
 - 2. For all work on Saturday when Saturday is not part of the regular shift of the employee.
- B. Double time shall be paid as follows:
 - 1. For all hours worked on Sunday, and Holidays, unless such day is included in the regular shift of the employee.
 - 2. For all hours actually worked on holidays as defined in this Agreement in addition to regular pay.
 - 3. Employees called into work on emergency basis, after 12:01 a.m. on Mondays, will receive double time for all hours worked prior to the regular starting time.

C. Break Period:

Any employee covered under this Agreement who works sixteen (16) consecutive hours or more of overtime, shall be given a four (4) hour break without loss of pay.

Section 3. OVERTIME AND CALL HOURS

- A. Overtime shall be granted to all regular employees before temporary employees are used, except in case of emergency.
- B. Overtime shall be distributed by the Union as equally as possible among all regular employees on a rotation basis.

- C. Persons on sick leave, vacation time and/or personal leave days shall not be called in for overtime on the day of such occurrence between the hours of 2:01 a.m. and 11:59 p.m.
- D. In the event that a crew cannot be filled following the procedures of “E”, then persons on personal and vacation days may be called in per the overtime list.
- E. When necessary to call more than one (1) employee for overtime, the first and second employee on the overtime list, plus the lowest overtime equipment operators, shall be called, all according to their order of priority on the overtime list. It is understood that whenever a Foreman is required to work overtime, at least one employee shall be scheduled for work whenever possible, except when the purpose of the overtime for the Foreman is some type of work normally performed only by him/her.
- F. When an employee is called to work during an emergency, the employee shall be paid a minimum of two (2) hours at the prevailing overtime rate. However, if he/she works more than two (2) hours, he/she shall be paid at that rate for all hours worked. When an employee is required to work overtime for at least one and one-half (1-1/2) hours immediately after the regular shift, then the employee shall receive a meal allowance of nine dollars (\$9.00). For each additional four (4) hours of continuous work and for every four (4) continuous hours of emergency work, the employee will receive an additional food allowance of nine dollars (\$9.00). However, the employee shall not receive more than one meal allowance for any four (4) hour period.
- G. If no foreman or assistant foreman is available for emergency call-in work, the senior employee on the overtime crew shall receive the Assistant Foreman’s rate of pay.
- H. If Management determines that overtime is needed prior to one (1) hour before the end of the shift, then Management can assign members on the shift to overtime without using the overtime call-in-list. If the determination is made within the last one (1) hour of a shift, the call-in list must be used for overtime purposes except those employees working on a crew that goes into overtime will have the right to stay and complete the job. This provision shall not be abused and favoritism shall not be exercised.

Employees will be notified of scheduled Saturday overtime no later than 3:15 p.m. of the Thursday immediately preceding the Saturday. Employees will have until the beginning of the shift on Friday to indicate if they wish to work the overtime. Management reserves the right to cancel said overtime by the end of the shift on Friday if conditions occur which cause the need for the cancellation.

Section 4. MAINTENANCE FOREMAN WORK LIMITATION

No supervisory personnel shall regularly be scheduled to perform unit bargaining work, except to complete any required number of personnel in a crew, after calling or otherwise offering said work to non-supervisory employees. "Unit bargaining work" for the purpose of this paragraph is that work customarily assigned to, or performed by, non-supervisory personnel on a regular basis.

Supervisory employees in the DPW may operate equipment for a combined total of no more than twelve (12) hours per month. When supervisory employees are operating said equipment, a regular operator will also be on the job at all times, except when a supervisory employee is training on equipment and the equipment is not at a regular or overtime work site.

The above is for the purpose of allowing supervisory personnel to keep their skills updated and to acquire the skills needed to operate the equipment used in the DPW in case of emergencies. Nothing in this section shall supersede the regular call-in section. This section does not apply to life threatening situations.

ARTICLE XIII

EMPLOYEE COMPENSATION

Section 1. SALARIES

Employees shall be paid in accordance with the salary schedule attached hereto as APPENDIX "A" to this Agreement.

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

Section 2. LONGEVITY PAY

Effective with the April 1, 2008 contract year, all 1103.12 members will no longer receive longevity benefits. These benefits are to be applied to the cost of the retirement improvements.

Section 3. HOSPITALIZATION INSURANCE

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 1-X MOPD (Appendix F)
- B. Blue Cross/Blue Shield Community Blue Option 11 Enhanced (Plan #0048), \$15/\$30/\$60 RX with 1-X MOPD(Appendix G)
- C. Blue Cross/Blue Shield Community Blue Option 10 (Plan #0050), \$7/\$35/\$70 RX with RXCM (Appendix H)

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.

The members agree to participate in the Preferred Pharmacy Plan offered by Blue Cross-Blue Shield.

Employees who are covered by another hospital/medical insurance plan may elect to receive one hundred dollars (\$100) per pay period in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix B attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix E.

In those cases where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent 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.

Section 4. 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 1st through March 31st. 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.

Section 5. DENTAL INSURANCE

The Township shall provide and pay for a dental plan for the employee and dependents. The plan will be Delta Dental Preferred Option Plus Plan. There shall be no deductible and the plan will have a one thousand five hundred (\$1,500.00) dollar limit on Class I, Class II and Class III benefits per person per contract year. Class IV benefits will not exceed a lifetime maximum of one thousand five hundred dollars (\$1,500) per eligible person. The “Summary of Dental Benefits” from Delta Dental is incorporated herein as Appendix I.

The co-pay provision of the plan will be as shown below:

	PPO	Non-PPO
Class I Benefits:	Dentist	Dentist
Diagnostic Services	100%	65%
Preventative Services	100%	65%
Emergency Palliative Treatment	100%	65%
Radiographs	100%	65%
Class II Benefits:		
Oral Surgery	80%	65%
Minor Restorative Services	80%	65%
Periodontics	80%	65%
Endodontics	80%	65%
Class III Benefits:		
Prosthodontics	75%	60%
Major Restorative Services	75%	60%
Class IV Benefits:		
Orthodontic Services to Age 19	60%	60%

Section 6. WELLNESS COMMITTEE

The Employer shall establish a Wellness Committee. It shall be the function of this committee to review matters pertaining to the wellness of the employees covered hereby and make recommendations to the Employer concerning such matters. The Union has the right to appoint one (1) person to the Committee. Management shall have the right to appoint the persons it feels necessary to serve on any such committees as it deems Appropriate. The committees shall meet during regular daytime working hours; however, the meeting shall not exceed one (1) per month unless both parties agree.

Section 7. TERM LIFE INSURANCE

The Township shall provide each employee at its expense a Fifty Thousand Dollars (\$50,000.00) death benefit life insurance policy with double indemnity in the event of accidental death.

Section 8. WORKER'S COMPENSATION

Provisions of the Worker's Compensation laws of the State of Michigan shall apply in all injuries, accidents or illnesses to employees arising from the performance of their duties. 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 his/her regular rate of pay and the amount received from Worker's Compensation for the duration of the recovery not to exceed six (6) months.

For the six (6) months period recited above commencing the date of injury, accident or illness, the employee shall be entitled to accrue benefits, seniority, vacation days and the like as though he/she were working every day. At the termination of said six (6) months period, if the employee cannot return to work, then he/she shall be granted an additional six (6) months extension if the person notifies the Township Clerk that the additional period is requested. The additional extension shall not be with salary, paid supplement, or benefits except the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six months. At a period of six (6) months from the end of the second extension, if the person cannot return in the same capacity, the person shall be terminated.

Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for credit union, union dues and pension contributions 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 Superintendent in charge. The Superintendent shall forward same to the accounting department.

Section 9. WORK CLOTHING AND EQUIPMENT

Effective annually on the first pay date in April the Township will pay each employee a clothing allowance. The Township shall also furnish quality safety equipment consisting of rubber gloves, orange vest, hard hats, safety glasses or goggles, ear protection, paper dust masks, back braces, and respirators. Such safety equipment will be furnished on an as needed basis. At the implementation of this agreement, the department policy is to have employees wear brown pants and beige shirts. When weather permits they may wear brown shorts and tan T-shirts. If this standard should change the department will notify the union in advance of such change. Employees must report to work in the clothing required by the Department which shall include outerwear. An employee who does not wear the pro-scribed clothing shall be subject to disciplinary action.

Each quarter (January 1, April 1, July 1, and October 1) the Township will provide each employee a new pair of leather gloves.

Effective annually on the first pay date in April, the Township will pay each employee a clothing allowance of \$900.

Section 10. PERSONAL AUTOMOBILE EXPENSE

If an employee is required by the Employer to use his/her own automobile in the course of his/her employment, he/she shall be paid in accord with the amount recommended by the Internal Revenue Service for mileage at the time of usage. However, in the alternative, the Township may furnish a vehicle for the employee's use. By accepting this policy, the employees waive the right to have their automobile washed.

Section 11. RETIREMENT

11.1 Pension

The parties mutually recognize that bargaining unit members covered by this Agreement are entitled to and shall receive retirement benefits in accordance with Act 427 of the Michigan Public Acts of 1984. Bargaining unit members retiring after April 1, 2006 and hired by the Township prior to April 1, 2010 shall be provided the following MERS Pension Plan benefits:

B-4
F55-25
FAC-3
V-8

The employee contribution rate shall be four and one half (4.5%) percent of payroll.

Bargaining unit members hired by the Township on or after April 1, 2010 shall be provided the following MERS Pension Plan benefits:

B-2
F55-25
FAC-3
V-8

The employee contribution rate shall be four and one half (4.5%) percent of payroll.

Employees hired by the Township prior to April 1, 2010 and promoted or transferred into the bargaining unit shall remain in the same MERS division as before said promotion or transfer.

11.2. Health Care

A. Defined Benefit Plan

The Employer shall provide each employee with health care coverage similar or equal to Community Blue 10 (suffix 681), excluding maternity coverage, to all retirees who were hired by the Township prior to April 1, 2010

and retire after the execution of this Agreement, hereafter referred to as the Defined Benefit Plan (DBP). The DBP benefits shall be conditioned as follows:

1. The retiree must meet the minimum age and service requirements for “regular” retirement. For example, a minimum of age sixty (60) with eight (8) years of service or age fifty-five (55) with twenty-five (25) years of service.
2. An employee who retires, meeting the above requirements but having service time of less than twenty-five (25) years, may elect to receive this coverage with the premium to be funded as follows:

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

Payments 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 except as provided in #6 below. A retiree who fails to make the necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

3. Years of Service shall be the number of years of service that are used in calculating a retiree’s pension. This shall include military service time purchased by the retiree.
4. Employees who retire under a disability retirement, for other than a work related injury recognized Worker’s Compensation case), will not be eligible for this benefit. Employees who are approved and remain on a job related disability by MERS will receive all benefits of this Agreement but do not need to meet the age requirement for regular retirement as outlined in #1 above.
5. This coverage will provide for the retiree and his/her spouse, if the spouse does not have hospital and medical coverage provided elsewhere. If the spouse is covered elsewhere, but such other coverage terminates, without option to the spouse, the Township will add the spouse to the retiree’s policy, attempting to provide continuous coverage. Retiree health insurance benefits will be provided to a retiree's spouse after the retiree's death. To be eligible for this benefit, the surviving spouse must have been the spouse of record at the time that the employee retired on a regular

retirement and began receiving retirement benefits.

6. Retirees and spouses participating in the DBP program must enroll in Medicare Parts A and B when they are eligible and this program will supplement their Medicare. The Township shall provide each eligible employee with a Medicare supplemental policy with like or similar benefits to the policy provided in retirement prior to Medicare eligibility.
7. Beginning April 1, 2011, employees participating in the DBP shall be required to contribute \$15 per pay in the Township's Retiree Health Care Fund.
8. Effective with the signing of this agreement, participants in the DBP are not eligible for retiree health insurance under any terms and conditions other than those contained herein.

B. Defined Contribution Plan

Bargaining unit members hired by the Township on or after April 1, 2010 are not eligible for the DBP. Effective with the signing of this Agreement or as soon thereafter as possible, the Township will establish a Post Employment Health Plan (PEHP) allowing employees hired by the Township on or after April 1, 2010 to accumulate assets on a tax-free basis to pay for medical expenses in retirement. For eligible employees, the Township will contribute six percent (6%) of base wage on an annual basis to the Plan and the employee shall contribute four percent (4%).

11.3 Dental Coverage

Employees who retire on or after April 1, 2003, their spouses, and minor dependent children will be covered by the Delta Dental Plan for Class I benefits.

11.4. Life Insurance

Any bargaining unit member who retires under the Michigan Employment Retirement System at age 55 with 25 years of service or on a disability retirement will be provided with \$10,000.00 life insurance upon such retirement.

Section 12. SCHOOL EXPENSES

An employee who on his/her days off attends a college, university, trade school, adult continuing education or technical school in a course or program related to his/her work in the Township, with the approval of the department head, shall be reimbursed by the Township in the amount of 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 twenty (20) credit hours per calendar year based upon the per credit hour cost at Macomb Community College. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation.

Any employee who withdraws from or fails to complete a course after receiving reimbursement from the Township or who fails to obtain a passing grade of "C" or better, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to the employee, such amount may be withheld from his/her pay. Advance notice shall not be necessary if the employee is terminating employment.

All books paid for by the Township will be returned to the Township upon completion of the course. Said books will be made available to all members through the use of a Department library.

If the employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event, the employee shall refund the pro rata amount for that portion of the year, as measured by months, that remains after terminating employment.

The proration of months shall be determined by counting any months where the employee has employment status for at least sixteen (16) days during the calendar month and disregarding any months where the employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time. Also, if the employee's employment is terminated for any reason other than "just cause" by the Employer, then they will not be obligated to pay any refund.

Section 13. COMMERCIAL DRIVER LICENSE

The Township shall reimburse the employees the cost of their CDL for those persons obtaining their CDL from and after January 1, 1991. The Township will also pay the cost of the DOT required physical examination. The Township will make available a vehicle for the employee's use in taking the road test and will pay for the cost of the road test. Those employees who possess a CDL for which the Township pays the cost as provided for herein shall not automatically be made Equipment Operators but shall be subject to Random Drug Testing under the DOT regulations and the Township Policy and Procedure.

If an employee receives a traffic violation pursuant to a Township vehicle for not meeting safety standards or for a Commercial drivers License Violation that is not the employee's responsibility, then the Township will provide the employee with legal representation for the violation.

Section 14. SAFETY GLASSES

The Township will provide, to those employees of the bargaining unit who require them, prescription lens safety glasses. A new pair of such glasses will be provided once every two years. They will be made available as part of the Township's Eye Care program. There will be no charge to the employee and this benefit is provided in addition to the Township's Optometric Program described in Section 15 of Article

XIII. Employees will be required to wear the prescription safety glasses, when appropriate, at work. If an employee breaks his/her safety glasses in the course of performing his/her duties the Township will pay for the repair or replacement of the glasses. However, if the employee loses his/her prescription safety glasses, the Township will not replace them until the two year period has expired. Furthermore, an employee who damages or loses a pair of non-safety glasses at work will not be reimbursed for the damage and/or loss.

Section 15. OPTICAL SERVICE

The Township shall provide an optical insurance plan which covers bi-annual eye examinations and the bi-annual purchase and/or replacement of single and multi-corrective lenses (bi and tri-focals), frames, safety glasses and contact lenses. The total cost of such insurance shall be paid by the Township for the employees, their spouse and minor dependent children.

Benefits provided are eye examinations, glasses, and contact lenses. Employees and their spouses may use such benefits up to a total maximum value of \$450 once every twenty-four consecutive months. Minor dependents may use such benefits up to a total maximum value of \$300 once every twelve months.

Employees who retire on or after April 1, 2003, their spouses, and dependent minor children will be covered by the Optical Plan provided to active employees.

ARTICLE XIV

WEED CREW/GRASS CREW LEADER

Each year the Department of Public Services will appoint one “Weed Crew Leader” provided that the conditions described in Appendix C, attached to this agreement, are met. Furthermore, one employee will be designated as the “Grass Crew Leader” for the cutting season on a voluntary basis on each day that a seasonal employee actually is working on the grass crew.

The Weed Crew Leader and the Grass Crew Leader will be paid fifty cents (\$.50) per hour above his/her base rate for all hours worked while serving in this capacity.

ARTICLE XV

UNION BULLETIN BOARDS AND SAFETY COMMITTEE

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in each general building used by Local 1103 bargaining unit employees for the exclusive use of the Union in posting Union notices which shall not include any written material of a political

nature. Any and all materials posted shall be signed by the Chapter Chairperson or Secretary of the Union, and in the absence of such signature, the material may be removed by the Employer.

Section 2. SAFETY COMMITTEE

The Employer shall establish a Safety Committee for the Department of Public Services. The Director or the Assistant Superintendent of the department, or their designee, shall be the chairperson of their respective Safety Committee. The Union has the right to appoint two (2) persons of each of the Safety Committees as well as an alternate for each of those persons if they cannot attend a meeting. Management shall have the right to appoint the persons it feels necessary to serve on any such committees as it deems appropriate.

The committees shall meet during regular daytime working hours on the call of the Union or Management; however, the meeting shall not exceed one (1) per month unless both parties agree. It shall be the function of this committee to review matters pertaining to the safety of the employees covered hereby and make recommendations to the Employer concerning such matters.

ARTICLE XVI

PART-TIME PARK RANGERS & CUSTODIANS

The following provisions shall apply to the part-time Park Ranger and part-time Custodian classifications:

- A. The work week will consist of four (4) eight (8) hour days for Park Ranger and five (5) six and one-half (6.5) hour days for Custodians. The work schedule may include Saturday and Sunday work. The starting and quitting times for each employee will be at the sole discretion of management.
- B. Each employee will earn five and one-third (5.33) hours of paid vacation per month. Vacation may be accumulated to a maximum of twenty (20) days per calendar year. When an employee does not use his/her days during the calendar year, he/she shall not receive extra pay for such unused days, and all vacation days in excess of the limit of twenty (20) days per calendar year shall be lost.
- C. If an employee is required to work a holiday as defined in Article XIII, he/she will be paid three times the normal hourly rate for working on that day. An employee who does not work on a holiday, will not be paid for that day.
- D. Each employee will be provided with single person Community Blue 10 (suffix 0048) health insurance with a \$15/\$30/\$60 RX co-pay. An employee may cover his or her spouse and dependent children under this plan. An employee who enrolls dependents and then drops out will be disqualified from participating in the dependent plan from that point on.

- E. Employees may participate in the cash in lieu of health insurance plan described in Article 11, section 3 of this agreement.
- F. The Township will provide uniforms as follows:
 - 1. Park Rangers: Three (3) uniform sets after the conclusion of ninety (90) work days of employment. This will include one (1) pair of coveralls after the conclusion of ninety (90) calendar days of employment.
 - 2. Custodians: Five (5) uniform sets after the conclusion of ninety (90) work days of employment.
- G. Park Rangers will participate in the retirement plan as described in Article VIII, section 11.
- H. The Township will provide those benefits which are required by law or statute.
- I. Park Ranger and Custodian wages shall be in accordance with Appendix A.
- J. Economic benefits for employees covered by this Article shall be limited to those described in this article.

ARTICLE XVII

SEVERABILITY

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

In the event the negotiations for a new contract are still in progress or negotiations have not yet begun on the expiration date of this contract, its terms will continue in full force and effect until a new Agreement is ratified.

ARTICLE XVIII

RATIFICATION

The Union acknowledges that it has heretofore submitted the terms of this Agreement to the employees of the bargaining unit for ratification by them at a meeting held on the, each of the terms hereof were ratified by the employees and the International Union and the Local Union.

ARTICLE XIX

EFFECTIVE DATE AND DURATION

This Agreement, subject to the conditions contained in this paragraph, shall be effective at 12:00 a.m. on the 1st day of April, 2013, and will expire at 12:00 Midnight on March 31, 2018. Provided, further, the parties hereto mutually agree to undertake negotiations for a new Agreement commencing sixty (60) days prior to the expiration of the term hereof.

The provisions of this contract relative to the pay schedule, as contained in Appendix A, shall be retroactive to April 1, 2013, when all other provisions modifying the prior contract to commence upon execution hereof or as reasonably soon as can be implemented unless otherwise noted.

ARTICLE XX

ADDRESSES FOR NOTICES

Any notices required under this Agreement between the parties hereto shall be sufficient if sent by certified mail addressed as follows:

EMPLOYER:

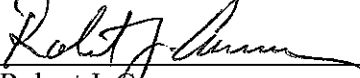
Department of Human Resources
Charter Township of Clinton
40700 Romeo Plank Road
Clinton Township, MI 48038

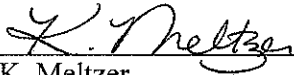
UNION:


Michigan Council #25
28000 Van Dyke, Ste. 102
Warren, MI 48093-2846

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative the date and year above written at the Charter Township of Clinton, 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 Resources Director

LOCAL 1103.12 OF THE AMERICAN
FEDERATION OF STATE, COUNTY &
MUNICIPAL EMPLOYEES AFFILIATED WITH
AFL-CIO

By: 
Alan Christie, Chapter Chairperson,

By: 
Mitchell Verellen, Negotiator

By: 
Gary Shimer, AFSCME Council 25

APPENDIX “A” – SALARY SCHEDULE

LOCAL 1103.12
CUSTODIANS AND DEPARTMENT OF PUBLIC WORKS
SALARY SCHEDULE
4-1-2013 THROUGH 3-31-2018

MECHANIC	<u>Start</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
4/1/2013	\$21.12	\$22.86	\$23.77	\$24.60
4/1/2014	\$21.23	\$22.97	\$23.89	\$24.72
4/1/2015	\$21.44	\$23.20	\$24.13	\$24.97
4/1/2016	\$21.65	\$23.44	\$24.37	\$25.22
4/1/2017	\$21.98	\$23.79	\$24.73	\$25.60
Operator/Inspector				
4/1/2013	\$20.99	\$22.75	\$23.66	\$24.48
4/1/2014	\$21.09	\$22.86	\$23.78	\$24.60
4/1/2015	\$21.31	\$23.09	\$24.02	\$24.85
4/1/2016	\$21.52	\$23.32	\$24.26	\$25.10
4/1/2017	\$21.84	\$23.67	\$24.62	\$25.47
Maintenance Worker				
4/1/2013	\$18.05	\$19.79	\$21.56	\$23.53
4/1/2014	\$18.14	\$19.89	\$21.67	\$23.65
4/1/2015	\$18.32	\$20.09	\$21.88	\$23.88
4/1/2016	\$18.50	\$20.29	\$22.10	\$24.12
4/1/2017	\$18.78	\$20.59	\$22.43	\$24.48
Custodial Maintenance				
4/1/2013	\$15.78	\$17.61	\$19.42	\$21.22
4/1/2014	\$15.86	\$17.70	\$19.52	\$21.33
4/1/2015	\$16.02	\$17.88	\$19.71	\$21.54
4/1/2016	\$16.18	\$18.05	\$19.91	\$21.75
4/1/2017	\$16.42	\$18.32	\$20.21	\$22.08
Park Ranger (Part-time)	<u>Start</u>	<u>6 Months</u>		
4/1/2013	\$11.20	\$11.50		
4/1/2014	\$11.26	\$11.56		
4/1/2015	\$11.37	\$11.67		
4/1/2016	\$11.48	\$11.79		
4/1/2017	\$11.65	\$11.97		

The Weed Crew Leader and Grass Crew Leader, when acting in that capacity will receive an additional fifty cents (\$.50) per hour respectively above his/her hourly wage.

APPENDIX "B"

MECHANIC'S CLASSIFICATION

- A. All references to a Mechanic's Classification shall be deemed to refer to a State Certified Mechanic.
- B. Mechanics in the DPW as of December 19, 1988 shall be "grand fathered" and not be required to achieve state certification.
- C. All mechanics hired after December 19, 1988 must obtain three State certifications within fifteen (15) months of hire or lose his/her classification as a mechanic.
- D. Effective April 1, 1998, Mechanics will be paid \$.10 per hour for each State certification which they hold. The maximum payment under this provision shall be \$.40 per hour.
- E. A Mechanic shall mean any employee appointed to that classification in the DPW who has met the requirements of the Employees Civil Service Commission with respect to testing for the position of mechanic and who agrees to maintain employment to secure three State certifications within a fifteen (15) month period from the time he/she is hired. Failure to obtain the certifications timely shall void the appointment.

APPENDIX "C"

**RESOLUTION-ESTABLISH PART-TIME "LEADER" DPW WEED CUTTING
CREW**

WHEREAS, the Township of Clinton, Macomb County, Michigan, is a municipal corporation with its offices at 40700 Romeo Plank Road, Clinton Township, Michigan, and for purposes of identification is hereinafter referred to as "Township", and;

WHEREAS, Local 1103.12 is a member of the American Federation of State, County and Municipal Employees and includes the Custodians and DPW Department in Clinton Township, and for purposes of identification is hereinafter referred to as "Union", and;

WHEREAS, representatives of both groups did meet on July 12, 1984 to discuss the summer employees, hereinafter referred to as J.Y.P.T. Employees, and to determine whether or not a leader should be appointed from the Union to supervise said employees, and;

WHEREAS, it was the feeling of both the Township and the Union that the summer employees could be adequately supervised by the supervisor selected under the County's directives, or in the alternative, by the DPW Superintendent or Assistant, and;

WHEREAS, it appears to both the Union and the Township that it would be more beneficial to the Township and the Union to have supervision over the summer employees when they are involved in the weed cutting program, and;

WHEREAS, both the Union and the Township further agree that they want to memorialize their understanding for such supervision of summer employees, and therefore, the Union has presented to other Township, the substantive portions of such agreement between the parties which is encompassed in this Resolution to be approved by the Union.

In consideration of the premises recited above, IT IS HEREBY RESOLVED by Member Contesti, supported by Member Bobcean, as follows:

1. For the summer of 1984 the Management of the DPW Department shall appoint a union member from the DPW Department to act as coordinator for the weed cutting tractor) crew, which position shall be the same level as a leader's position and paid at the same rate as in the 1982-1985 contract.
2. This position for 1984 will be effective June 6, 1984 to the end of the weed cutting program, and each year hereafter that summer help is available to Clinton Township and such non-employees engage in weed cutting, then a Leader shall be appointed from the commencement of the program to the end of the program.

3. The intent of this position is to supervise and coordinate the summer employees in the weed cutting program and accordingly such position will be on a seasonal basis and will be considered temporary. The DPW Management shall not appoint the same person to such position for two consecutive years.
4. This position of DPW Maintenance Leader shall generally direct the field operations of the tractor crew as it pertains to the cutting of private lots and follow the job classification of Edward Packan dated July 17, 1984 attached hereto.

However, it is understood by both parties that such Leader will only give commands to the summer employees and not to other members of his bargaining unit employees and summer employees, he will only direct the summer employees.

5. By the adoption of this Resolution, the parties agree that any further requests for a DPW individual to direct the summer youth program, summer employees or JYPT employees will be dismissed, and it is expected that summer employees who are not on the weed cutting program will be directed by William Noto, Edward Packan or the DPW Superintendent.

AYES: MEMBERS Contesti, Bobcean, Didio, Kohl, Steiner,
Eschenburg, Tomlinson

NAYS: MEMBERS None

RESOLUTION DECLARED ADOPTED.

APPENDIX "D"

PAY 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 wasteful duplication, the parties have agreed upon the following program which allows employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

A. ELIGIBILITY

All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

- 1.) Providing written proof that they have current coverage under another health insurance plan and;
- 2.) Submitting the "Waiver of Medical Insurance" form which appears as Appendix E to this agreement.

B. AMOUNT OF BENEFIT

The Employer will compensate the employee in the amount of \$100 per pay period in addition to his/her normal pay.

C. STIPULATIONS

The parties agree to the following stipulations:

1. Employees may elect this option at open enrollment.
2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.
3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.
4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.

5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.

6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).

7. The Provisions of this plan which pertain to adding or dropping insurance coverage are subject to the administrative rules of the insurance carriers for the Township and Section 125 of the Internal Revenue Code.

APPENDIX "E"

WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
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 supplemental pay to me of \$100 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 lost of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

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

NAME (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

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> ?	\$1,000 person / \$2,000 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. \$2,000 person / \$4,000 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. \$3,000 person / \$6,000 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 www.bcbsm.com 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 provider's 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 prescription drug coverage is available at www.bcbsm.com	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

If you have outpatient surgery	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
If you need immediate medical attention	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
If you have a hospital stay	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
If you have mental health, behavioral health, or substance abuse needs	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
If you are pregnant	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
If you need help recovering or have other special health needs	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
If your child needs dental or eye care	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

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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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or 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
Total	\$7,540

Patient pays:

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

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
Total	\$5,400

Patient pays:

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

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> ?	\$500 person / \$1,000 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. \$1,000 person / \$2,000 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. \$2,000 person / \$4,000 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 www.bcbsm.com 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 provider's 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 prescription drug coverage is available at www.bcbsm.com	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

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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

If you have outpatient surgery	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
If you need immediate medical attention	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
If you have a hospital stay	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
If you have mental health, behavioral health, or substance abuse needs	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
If you are pregnant	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
If you need help recovering or have other special health needs	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
If your child needs dental or eye care	Eye exam	Not covered	Not Covered	
	Glasses	Not covered	Not Covered	
	Dental check-up	Not covered	Not Covered	

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

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- 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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or 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.

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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 \$6,550
- 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
Total	\$7,540

Patient pays:

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

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
Total	\$5,400

Patient pays:

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

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?

✗ **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

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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 deductible ?	\$250 person / \$500 family Doesn't apply to preventive care	You must pay all the costs up to the deductible amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the deductible 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 deductible .
Are there other deductibles for specific services?	There are deductibles for services received by out-of-network providers. \$500 person / \$1,000 family	You must pay all of the costs for these services up to the specific deductible amount before this plan begins to pay for these services.
Is there an out-of-pocket limit on my expenses?	Yes. \$750 person / \$1,500 family for services received by in-network providers.	The out-of-pocket limit 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 out-of-pocket limit ?	Premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the out-of-pocket limit .
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 network of providers ?	Yes. See www.bcbsm.com for a list of participating providers.	If you use an in-network doctor or other health care provider , 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 provider for some services. Plans use the term in-network, preferred , or participating for providers in their network . See the chart starting on page 2 for how this plan pays different kinds of providers .
Do I need a referral to see a specialist ?	No. You don't need a referral to see a specialist.	You can see the specialist 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 excluded services .

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 provider's 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 prescription drug coverage is available at www.bcbsm.com	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

If you have outpatient surgery	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
If you need immediate medical attention	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
If you have a hospital stay	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
If you have mental health, behavioral health, or substance abuse needs	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
If you are pregnant	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
If you need help recovering or have other special health needs	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
If your child needs dental or eye care	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

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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, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or 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 \$6,374
- 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
Total	\$7,540

Patient pays:

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

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
Total	\$5,400

Patient pays:

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

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?

✗ **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.

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

- 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.