

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN THE**  
**CHARTER TOWNSHIP OF CLINTON**  
**AND**  
**LOCAL 1917.31 MID-MANAGEMENT EMPLOYEES**  
**OF MICHIGAN COUNCIL 25 OF THE AMERICAN FEDERATION OF**  
**STATE, COUNTY AND MUNICIPAL EMPLOYEES AFL-CIO**

**APRIL 1, 2013 THROUGH MARCH 31, 2018**

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AND LOCAL 1917.31 MID-MANAGEMENT EMPLOYEES MICHIGAN  
COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES, AFL-CIO

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## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT between the Charter Township of Clinton, Macomb County, Michigan, hereinafter referred to as the Employer, and Local 1917.31 of Michigan Council 25, American Federation of State, County, and Municipal Employees; AFL-CIO, hereinafter referred to as the Union:

### WITNESSETH:

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 Public Acts of 1965, as amended, to incorporate 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 representatives.
- B. UNION shall mean Clinton Township Mid-Management, Supervisory Employee's Chapter 1917.31, Michigan Council 25 of American Federation of State, County and Municipal Employees, AFL-CIO.
- C. EMPLOYEES shall mean all members of the bargaining unit classification as hereinafter defined in Section 3 of this Article.

- D. BOARD shall mean the Clinton Township Board.
- E. In the construction of the words used in this Agreement, whenever the singular is used, it shall include the plural and vice versa whenever the masculine gender is used, it shall include the feminine gender, and vice versa.
- F. WSD shall be the abbreviation for the Water and Sewer Department.
- G. DPW shall be the abbreviation for the Department of Public Works.

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 or other conditions of employment for the term of this Agreement for the following:

- WSD Systems Control Supervisor
- DPW/WSD Foremen
- DPW/WSD Chief Inspector
- WSD Meter Supervisor
- DPW/WSD Assistant Foremen
- DPW/WSD Assistant Chief Inspector
- Office Manager I & II/Gerontology
- Office Supervisor

If new classifications are proposed, the parties agree to a re-opener with reference to the classification and wages.

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 negotiations, 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, they 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, excepting 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 an employee covered by this Agreement shall not engage, directly or indirectly, in any work as an employee, independent contractor, for himself, or any other person when such work is related to any matter pertaining to the Charter Township of Clinton or which is inspected by the Charter Township of Clinton.

ARTICLE II  
UNION SECURITY & CHECK OFF

Section 1. UNION SECURITY - AGENCY SHOP

As a condition of employment, any present or future employee covered by this Agreement who is not a member of this Union and who does not make application for membership shall pay the Union each month, a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union membership dues of this Union.

Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.

The following terms and conditions shall apply:

- A. Employees, if not already a member of the Union, shall pay an initiation fee and the periodic dues uniformly required or service fee.
- B. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.
- C. Employees not joining the Union shall not be required to pay an initiation fee.

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.

Section 2. CHECK OFF OF DUES, INITIATION FEES, AND SERVICE FEES

The Employer shall deduct the Union Initiation Fee/Union Dues; and/or the service fee, when applicable, from the second paycheck of each calendar month for each employee from whom it receives written authorization to do so on the "Authorization for Payroll Deduction" form (Appendix "C") attached hereto and made part of this Agreement.

The following terms shall apply to all such deductions:

- A. **WHEN DEDUCTIONS BEGIN.** Deductions shall begin with the second pay of the following month in which the Employer receives the written authorization form.
- B. **TERMINATION OF CHECK OFF.** Deductions shall terminate with the month immediately following the month in which the employee terminates his/her services with the Employer.
- C. **REMITTANCE OF DUES BY EMPLOYER.** Deductions for each calendar month shall be remitted to the designated financial officer of the local Union within ten (10) days after such deductions are made.
- D. **DISPUTES CONCERNING CHECK OFF.** Any dispute arising as to an employee's membership in the Union for purposes of check off shall be reviewed by a representative of the Employer and the Union and if not resolved, it may be referred to the final step of the grievance procedure for hearing and decision.
- E. **LIMITATION OF EMPLOYER LIABILITY.** The Employer shall not be liable to the Union or any employee for the remittance or payment of any sum other than such amount as may constitute actual deductions made from wages earned from employees in accordance with the authorization on file with the Employer.

Section 3. P.E.O.P.L.E. CHECK OFF

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 by 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.



Section 4. ANNUAL ELECTRONIC TRANSMISSION

On an annual basis the Employer shall electronically transmit to the Union the following information on bargaining unit employees: name, gender, mailing address, and home telephone number.

ARTICLE III  
STEWARDS & ALTERNATE STEWARDS

Section 1. NUMBER OF STEWARDS

The employees of the DPW will be represented by a Steward from the DPW Division. The employees of the WSD will be represented by a Steward from the WSD Division. The employees of the Senior Center/Civic Center will be represented by a steward from the Office Manager/Office Supervisor Division. In the absence of the Steward, an Alternate Steward may be appointed by the Union.

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. STEWARDS CONDUCTING UNION BUSINESS DURING WORKING HOURS

The Chairperson or any Steward on each shift may engage in Union business relating to grievances during working hours without loss of pay or time for a period up to three (3) hours in any work week collectively, with mutual consent for additional time if required.

ARTICLE IV  
SPECIAL CONFERENCES & COLLECTIVE BARGAINING NEGOTIATIONS

Section 1. PURPOSE & INTENT

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

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

- A. Special Conferences shall be held during working hours for the day shift except when mutually agreed to the contrary. If held during working hours, the Employer shall not be obligated to pay more than two (2) representatives of the Union to attend any such conference.

- B. The Union and the Employer shall be represented at such conference by at least two (2) representatives each and the Union can be represented by a Michigan Council 25 representative.
- C. The Union and the Employer shall each present to each other the agenda of any matter which they respectively desire to discuss at the conferences at least seven (7) calendar days prior to the scheduled date of conference unless otherwise mutually agreed. The conference shall be confined to those matters included in said agenda.
- D. The place of 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.

Section 3. COLLECTIVE BARGAINING NEGOTIATIONS

The Union shall be limited to two paid employees for collective bargaining purposes for negotiations scheduled during working hours.

ARTICLE V  
GRIEVANCE PROCEDURES

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 of any provision of this Agreement.

Section 2. EXCEPTION FROM GRIEVANCE PROCEDURE

The termination of services or failure to re-employ any probationary employee for other than Union activity shall not be the basis of any grievance.

Section 3. GENERAL PROVISIONS AFFECTING GRIEVANCE PROCEDURES

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

- A. Any employee who believes he has a grievance shall first discuss the matter with his 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. All days mentioned herein for time purposes shall be work days, excluding Saturday, Sunday, and Holidays, unless otherwise stated.
- D. Time limits specified in the grievance procedure may be extended in any specific instance by mutual agreement in writing.
- E. After Step One of the grievance procedure, any hearings under the succeeding Steps shall be conducted before or after working hours 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.

Section 4. GRIEVANCE PROCEDURE

- A. STEP ONE. At any time within five (5) working days of the date of the occurrence out of which the grievance arises, an employee who feels they have a grievance should attempt to discuss this with the Assistant Superintendent or Superintendent. The employee shall have the right to request his Union Steward be present for the discussion. If the matter is not settled at this step, the Union may move this to the next step of the grievance procedure.
- B. STEP TWO. In the event the grievance is not disposed of during the Step One process, then and in that event, within ten (10) working days after the decision of the Superintendent, 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 Two 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.
- C. STEP THREE: FINAL & BINDING ARBITRATION
  - 1. If the grievance is not resolved at Step Two, the Union has thirty (30) working days from the receipt of the Step Two 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 Two. 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.

D. ALTERNATE RELIEF. Whenever an employee appeals a decision of the Human Resources Director, he/she may appeal to the Employees Civil Service Commission rather than binding arbitration, but the employee cannot have both reliefs. The selection of one forum on appeal automatically eliminates any use of the other forum and any appeal to the Employees Civil Service Commission must also be made within thirty (30) days of the answer of the Human Resources Director.

## ARTICLE VI DISCHARGE & 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 and/or Alternate 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.

## ARTICLE VII SENIORITY

### Section 1. PROBATIONARY EMPLOYEES

New employees hired or placed within the bargaining unit shall be on probation for the first one hundred eighty (180) calendar 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 rates of pay, wages, hours of employment, and other conditions of employment within this Agreement; provided, however, the Employer shall have the sole discretion in matters of discharge and discipline affecting probationary employees and any discharge or discipline of such employees shall not be subject to the grievance procedure.

Section 2. QUALIFICATORY EMPLOYEE

An Employee from another bargaining unit under the Employer who accepts an open position within this bargaining unit will serve a ninety (90) calendar day "trial period" for the new position. During this trial period, either the Employee or the Employer may elect to move the Employee back to their former department in accordance with that collective bargaining agreement.

"QUALIFICATORY Employee" shall carry their Township-wide seniority for all parts of this Agreement excluding layoffs and promotions. Layoffs and promotions will be done on bargaining unit seniority.

Section 3. SENIORITY LISTS

The seniority of an employee shall not be affected by his/her race, sex, marital status, or number of dependents. The Employer shall maintain an up to date seniority list containing the names and job titles of all Employees in 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 shall furnish a revised list no later than one (1) year thereafter, provided the Union shall be notified of any changes within a reasonable time after such changes occur.

Section 4. LOSS OF SENIORITY

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

- A. The employee voluntarily quits or retires under normal retirement criteria.
- B. The employee is discharged and the discharge is not reversed by a Township representative or as a result of the grievance procedure.
- C. The employee is absent from work without notice to the Employer for three (3) consecutive working days.
- D. The employee fails to return to work when recalled after layoff as set forth in the recall procedure of this Agreement.
- E. The employee 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".

- F. The employee is terminated from employment, or the employment relationship ceases, as provided by the terms of this Agreement.

ARTICLE VIII  
LAYOFF/RECALL

Section 1. LAYOFF PROCEDURE

- A. Layoff shall mean a reduction in the working force due to a decrease in the work, or the financial inability of the Employer to pay for the services of the employees.
- 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. 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 unit seniority within classification, provided however, probationary employees shall be laid off first. However, as this unit is made of executive personnel, the Employer shall not be required to lay off members of the same Department, regardless of seniority.

Section 2. RECALL PROCEDURE

After a layoff, employees shall be recalled inversely to the order in which they were laid off. The Employer shall give the employee written notice of recall by certified mail or personal delivery to the employee's last known address. If the employee fails to report to work within fourteen (10) calendar days after mailing, wiring or delivery, as the case may be, of the recall notice), the Employer may consider the employee as having terminated his employment.

If the employee is not recalled within two (2) years of layoff, then rights of employment shall cease.

ARTICLE IX  
VACANCIES

Section 1. GENERAL

A vacancy in the bargaining unit shall be filled by an employee if the employee meets the standards recited below. However, this paragraph does not automatically require the Employer to fill any position that becomes vacant.

If the Employer desires to fill a vacancy, the first employees eligible from the posting shall be those employees from the division where the vacancy exists. If there is no selection from the division where the vacancy exists, then those employees from the posting within the other

division of this collective bargaining group shall be considered. (i.e. DPW vacancy first offered to DPW Employee and then to WSD Employee, if necessary, and vice versa). If no employee is appointed or selected from the bargaining group, then the Employer shall be entitled to hire in any manner it chooses.

The department head shall have the sole discretion in evaluating the qualifications of the applicants for work in his/her department. If the applicant with the greatest seniority is equally qualified as other applicants, he/she shall be given the position.

Section 2.     POSTINGS

Postings for a job vacancy shall be in conspicuous places for each department, i.e. the Water Department shall post it in areas where Water Department employees will have an opportunity to observe it, and the Department of Public Works shall do likewise. The posting will be for a period of five (5) working days during which time any interested employee shall make application for the vacancy.

Section 3.     TRIAL PERIOD

An employee from another bargaining unit under the Employer who accepts an open position within this bargaining unit will receive a maximum of ninety (90) calendar day trial period in the new position. During the trial period, if the department head considers the employee's work unsatisfactory, the employee shall be returned to his former bargaining unit under the terms and conditions of that bargaining agreement.

Section 4.     PROMOTIONAL PAY ADJUSTMENT

When a bargaining unit employee is promoted to a higher classification, he/she shall be placed at the step increment of the higher classification which provides at least a seven percent (7%) pay adjustment. This provision will not provide a pay rate which is higher than the established maximum of the higher classification. It shall apply in cases of both permanent and temporary promotions.

Section 5.     WORKING OUT OF CLASSIFICATION

Employees required to perform work of a higher classification (i.e. Assistant Foreman, Assistant Chief Inspector, Chief Inspector), as a result of approved leave of absence outside of normal vacation and sick time which results in more than 40 consecutive hours shall be paid at the closest step of the higher classification, not to exceed the maximum, which provided at least a seven (7%) increase for all hours worked.



ARTICLE X  
LEAVE OF ABSENCE

Section 1.     PERMISSIVE LEAVE OF ABSENCE

The Employer may grant a leave of absence for a period not exceeding one (1) year for any purpose which the Employer deems to constitute reasonable cause. Seniority at inception of leave is frozen, and benefits will not continue to accrue during the leave. 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 for a period not exceeding two (2) years to any member of the Union who is elected to a full time Union Office. Seniority at inception of leave is frozen, and benefits will not continue to accrue during the leave. 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.     VETERAN'S LEAVE

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 XI  
COMPENSATED ABSENCE

Section 1.     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 (6th) year through the twelfth (12th) --One and one-half (1-1/2) days per month.
- Beginning the thirteenth (13th) year--Two (2) days per month.

All members of this bargaining group on April 1, 1989 and Sally McGowan, Janis Jacob and Lisa Supanich shall receive two and one-half (2-1/2) days per month vacation beginning the nineteenth (19th) year of employment.

The following provisions shall apply to all vacations:

- A. The time of taking a vacation shall be approved by the department head in his discretion. He shall be guided in such determination in such cases by desire of the employee and the interest of the public service in that department.
- B. When a legal holiday, as provided in this Contract, is observed by the Employer while the employee is on vacation, he/she shall not be charged a vacation day for the holiday.
- C. An employee can accumulate vacation days up to a maximum of thirty (30) days during a calendar year. Any days in excess of thirty (30) days at the commencement of any calendar year will be forfeited.
- D. If an employee becomes ill and is under 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 to the extent of the accumulation of such sick days. Provided that if the Employee's incapacity to work results in an accumulation of vacation days, he/she shall be paid for such excess vacation days. Excess vacation days because of sickness during vacation shall not be forfeited in the year that they are earned but can carry over for use during the next calendar year.
- E. 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.
- F. 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 that month. A terminating employee will be given vacation credit for the last month worked only if they worked beyond the 15th day of that month.
- G. Vacation days shall not be forfeited in the year they exceed thirty (30) days if in the best interest of the department the vacation was delayed or denied.
- H. 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.

Section 2. HOLIDAYS

The following shall be paid holidays:

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

The following provisions shall apply to all holidays:

- A. If any of the foregoing holidays fall on 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 or 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 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. To receive Holiday pay, the employee must work the scheduled day before and after the Holiday unless excused by the Department Head.

Section 3. PERSONAL DAYS

Each employee may take off three (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 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 (75%) percent of the value of those days based upon the employee's base wage.

In their year of hire or departure, employees shall receive one (1) personal day for each of the following periods when they worked the greater number of work days within that period;

January - April  
May – August  
September – December

However, in the first period, if the employee worked more than sixty (60) days, he/she shall be entitled to one (1) personal day for that period.

#### Section 4. SICK DAYS

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.

Employees and employees hired between contract years (April 1 to April 1) will earn 4.667 hours of sick leave for each month worked, or a major portion thereof, until the next April 1.

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, they shall give notice within an hour period commencing one-half (1/2) hour prior to starting time. If an employee fails to give such notice, he/she shall have eight (8) hours of pay deducted from their paycheck unless they provide the Employer with a reasonable explanation evidencing their inability to give notice.

The Employer shall arrange that a 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) of an eight (8) hour day in cases of absence for less than a full day.

#### Section 5. DISABILITY/SHORT TERM - LONG TERM

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 current 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.

Once an employee is receiving disability benefits for a period of twelve (12) months from the application, 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 bank sick day at one-half (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, that new employee will be notified by the Township that the employment will be subject to the return of the disabled employee.

Once the employee qualifies for disability benefits, the Township shall maintain and provide the employee's hospital, medical, life and dental insurance for the period that they are an employee. These benefits should not extend beyond twelve (12) months from the date of application for disability, which constitutes the employment period. The employee shall not accrue vacation days while on disability leave.

#### Section 6. FUNERAL DAYS

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 department head to enable the employee to arrange for and attend a funeral and burial. If the funeral of an immediate family member is held more than two hundred fifty (250) miles from the Township Civic Center Offices, an employee will be granted one additional funeral leave with pay to attend the funeral.

Immediate family shall be deemed to be a husband, wife, child, mother, father, sister, brother, grandparent, father-in-law, mother-in-law, stepfather, stepmother, stepchild, and grandchild.

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, or sister-in-law to attend funeral services.

Additional days may be taken if needed and approved by the department head to be first charged to personal days, then vacation days, and lastly sick days.

Section 7. UNION CONVENTION

The Chapter Chairman or his representative elected to attend a function of the Union such as conventions, or educational conferences, upon 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.

Section 8. JURY DUTY

An employee who actually serves on jury duty will be paid the difference between his/her regular pay and the amount actually received for such jury duty. Proof of payment must be submitted to the Accounting Department as documentation for deduction from the employee's regular pay.

All days served in 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 days within a calendar year.

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. However, benefits shall not cease and be frozen if the jury duty was in fact a grand jury.

The employee shall be required to check with the department head of his/her department when excused from jury duty each day to determine whether or not there is ample time to report to work.

ARTICLE XII  
EMPLOYEE COMPENSATION

Section 1. WAGES

A. Bargaining Unit Members Hired or Promoted Into the Bargaining Unit Prior to April 1, 2010

	April 1, 2013	April 1, 2014	April 1, 2015	April 1, 2016	April 1, 2017
	0% Increase	.5% Increase	1% Increase	1% Increase	1% Increase
Systems Control Supervisor; Foreman; Chief Inspector; Meter Supervisor					
Start	\$58,537	\$58,830	\$59,418	\$60,012	\$60,612
6 Months	\$61,842	\$62,151	\$62,773	\$63,400	\$64,034
1 year	\$65,147	\$65,473	\$66,127	\$66,789	\$67,457
Assistant Foreman; Assistant Chief Inspector; DPW Inspector					
Start	\$55,399	\$55,676	\$56,233	\$56,795	\$57,363
6 Months	\$58,136	\$58,427	\$59,011	\$59,601	\$60,197
1 year	\$60,877	\$61,181	\$61,793	\$62,411	\$63,035

Office Manager I						
Start	\$43,259	\$43,475	\$43,910	\$44,349	\$44,793	
90 Days	\$43,632	\$43,850	\$44,289	\$44,732	\$45,179	
6 Months	\$44,005	\$44,225	\$44,667	\$45,114	\$45,565	
1 year	\$44,377	\$44,599	\$45,045	\$45,495	\$45,950	
18 months	\$45,813	\$46,042	\$46,502	\$46,968	\$47,437	
2 Years	\$46,914	\$47,149	\$47,620	\$48,096	\$48,577	
3 Years	\$48,181	\$48,422	\$48,906	\$49,395	\$49,889	
Office Manager II						
Start	\$48,276	\$48,517	\$49,003	\$49,493	\$49,988	
90 Days	\$48,992	\$49,237	\$49,729	\$50,227	\$50,729	
6 Months	\$49,709	\$49,958	\$50,457	\$50,962	\$51,471	
1 year	\$50,597	\$50,850	\$51,358	\$51,872	\$52,391	
18 months	\$51,658	\$51,916	\$52,435	\$52,960	\$53,489	
2 Years	\$52,845	\$53,109	\$53,640	\$54,177	\$54,718	
3 Years	\$53,768	\$54,037	\$54,577	\$55,123	\$55,674	
Office Supervisor						
Start	\$53,381	\$53,648	\$54,184	\$54,726	\$55,273	
1 year	\$55,255	\$55,531	\$56,087	\$56,647	\$57,214	
2 Years	\$57,131	\$57,417	\$57,991	\$58,571	\$59,156	
3 Years	\$59,010	\$59,305	\$59,898	\$60,497	\$61,102	

Bi-weekly amounts can be obtained by dividing the above annual salaries by twenty-six (26).

#### B. Bargaining Unit Members Hired or Promoted Into the Bargaining Unit On or After April 1, 2010

	April 1, 2013 0% Increase	April 1, 2014 .5% Increase	April 1, 2015 1% Increase	April 1, 2016 1% Increase
Systems Control Supervisor; Foreman; Chief Inspector; Meter Supervisor				
Start	\$56,781	\$57,065	\$57,636	\$58,212
1 Year	\$58,918	\$59,213	\$59,805	\$60,403
2 Years	\$61,055	\$61,360	\$61,974	\$62,594
3 Years	\$63,193	\$63,509	\$64,144	\$64,785
Assistant Foreman; Assistant Chief Inspector; DPW Inspector				
Start	\$53,737	\$54,006	\$54,546	\$55,091
1 Year	\$55,508	\$55,786	\$56,343	\$56,907
2 Years	\$57,279	\$57,565	\$58,141	\$58,722
3 Years	\$59,051	\$59,346	\$59,940	\$60,539
Office Manager I				
Start	\$41,961	\$42,171	\$42,593	\$43,018
1 Year	\$43,046	\$43,261	\$43,694	\$44,131
2 Years	\$45,507	\$45,735	\$46,192	\$46,654
3 Years	\$46,736	\$46,970	\$47,439	\$47,914
Office Manager II				
Start	\$46,828	\$47,062	\$47,533	\$48,008
1 Year	\$49,079	\$49,324	\$49,818	\$50,316
2 Years	\$51,260	\$51,516	\$52,031	\$52,552
3 Years	\$52,155	\$52,416	\$52,940	\$53,469

Office Supervisor				
Start	\$51,780	\$52,039	\$52,559	\$53,085
1 Year	\$53,597	\$53,865	\$54,404	\$54,948
2 Years	\$55,417	\$55,694	\$56,251	\$56,814
3 Years	\$57,240	\$57,526	\$58,101	\$58,682

On 4/1/2017 all bargaining unit members hired on or after 4/1/2010 will be moved to the pay rate table for employees hired prior to 4/1/2010 and the table for employees hired on or after 4/1/2010 will be eliminated.

Bi-weekly amounts can be obtained by dividing the above annual salaries by twenty-six (26).

In addition to the salaries shown above, employees in the Department of Public Works shall be paid ten cents (\$.10) per hour for each S- License or Certification which they hold up to a maximum of four and employees in the Water and Sewerage Department shall be paid twenty-five cents (\$.25) per hour for each S- License or Certification which they hold up to a maximum of four. Employees hired or promoted into a bargaining unit position in the Water and Sewer Department on or after April 1, 2010 must obtain and maintain an S-1 license within one year of promotion or hire as a condition of continued employment.

Section 2.     DIRECT DEPOSIT

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

Section 3.     HOSPITALIZATION

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

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

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 A attached to this agreement and complete



the form “Waiver of Medical Insurance” attached to this contract as Appendix B.

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. 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 \$1,500 per eligible person. The “Summary of Dental Plan Benefits” from Delta Dental is incorporated herein as Appendix “G”.

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

	PPO	Non-PPO
	Dentist	Dentist
Class I Benefits:		
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 5. OPTICAL BENEFITS

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 purchase such benefits up to a total maximum value of four hundred fifty (\$450) once every twenty-four consecutive months. Benefits for minor dependent children are eye examinations, glasses, and contact lenses. However, minor dependent children may avail themselves of such benefits once every twelve consecutive months up to a maximum value of three hundred dollars (\$300).

The Township will provide, to those employees of the bargaining unit who require them, prescription lens safety glasses. An eye exam and 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 above. 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.

Effective for employees who retire on a regular retirement on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by and receive the same benefits as the active employees optical plan.

#### Section 6. FLEXIBLE SPENDING ACCOUNTS

The Township shall establish Flexible Spending Accounts (FSAs) as governed by IRS Code 125 regulations. The FSA program year shall be from April 1<sup>st</sup> through March 31<sup>st</sup>. 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 7. LIFE INSURANCE

The Township shall provide each employee at its expense a fifty thousand dollar (\$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 illness 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 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 Clerk's office that the additional period is requested. The additional extension shall not be with salary, paid supplement, or benefits unless approved by the Township Board. At a period of six (6) months from the end of the second extension if the person cannot return to work in the same capacity, the person shall be terminated unless the Township Board grants a further extension.

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 Accounting Department.

Section 9.     RETIREMENT

A.     Pension

The parties mutually recognize that bargaining unit members are entitled to and shall receive retirement benefits in accordance with Public Employees Retirement under Act 427 of the Michigan Public Acts of 1984. The employees shall contribute a percentage of their compensation as determined by the Employer as a participating municipality under MCLA 38.1532.

Employees 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 six and one half (6.50%) 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 six and one half (6.50%) percent of payroll.

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

B. Health Care

The Employer shall provide each employee with health care coverage similar or equal to Community Blue 10 (suffix 681/0020) 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.
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 premiums to be funded as follows:

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

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 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. Employees who retire under a deferred vested pension or 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.

This coverage will provide for the retiree and his/her spouse, if the spouse does not have hospital and medical coverage provided elsewhere. 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. 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.

4. Retirees and spouses participating in the DBP, upon reaching Medicare eligibility, must enroll in Medicare Parts A and B in order to be eligible for this benefit. 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. 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.
5. 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.
6. Effective with the signing of this agreement, retirees in the DBP may elect to receive a \$50 per week cash payment in lieu of retiree health care to be paid in lump sum annually. Before receiving this benefit, the retiree must complete the form shown in Appendix B of this agreement.
7. 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.
8. 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%).

#### C. Dental Insurance

Effective for employees who retire on or after April 1, 2002, said retirees, their spouses, and dependent minor children will be covered by the Delta Dental Plan for Class I Benefits.

#### D. Life Insurance

Any bargaining unit member who retires under the Michigan Employee Retirement System at least age 55 with at least 25 years of service or age 60 with 8 years of service will be provided with \$10,000.00 life insurance upon retirement.

## Section 10. EDUCATIONAL BENEFITS

An employee who on his/her days off attends an accredited college, university, trade school 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.

The tuition reimbursement maximum amount for classes leading to a degree beyond an Associates Degree is \$3,000 per calendar year.

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 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 prorated amount for that portion of the year, as measured by months, which 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.

Any classes or programs that are required by the Employer, State or Federal Body, as well as any other agency recognized to have the authority to require this education, shall be excluded from the requirements of the above paragraph.

An employee shall be allowed-time off without loss of pay to attend all educational seminars/conferences required by the Township as stated above.

## Section 11. CLOTHING ALLOWANCE

The Township will pay each employee in the bargaining unit, excluding Office Managers and Office Supervisors, an \$800 annual clothing allowance. The Township shall issue the clothing allowance to each employee April 1 of each year.

The Township shall also furnish 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. The clothing allowance will be pro-rated for new hires and for employees who terminate their employment with the Township.

ARTICLE XIII  
WORKING HOURS AND OVERTIME PREMIUM

Section 1. HOURS OF WORK – FIELD PERSONNEL

- A. The regular full working day shall consist of eight (8) hours per work day, plus a thirty (30) minute lunch period.
- B. 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.
- C. Employees shall be entitled to ten (10) minutes clean-up time immediately before their lunch period and ten (10) minutes clean-up time immediately before their quitting time.

Section 2. HOURS OF WORK – OFFICE PERSONNEL

This section shall apply to office personnel only.

- A. The regular full workday for employees shall consist of eight (8) hours per day including a sixty (60) minute lunch period.
- B. The regular workday shall commence at 8:30 a.m. and end at 4:30 p.m.
- C. Employees shall have two (2) breaks each day, one in the first half of their regular shift and the other in the second shift. Breaks shall not exceed fifteen (15) minutes.

Section 3. OVERTIME PREMIUM

- A. Office Personnel: For hours actually worked from thirty-five (35) through forty (40) during a normal forty (40) hour work week, exclusive of the sixty (60) minute lunch period, employees will be paid an additional hour at the straight time rate. Any paid time off hours will be considered as part of the normal work week. For all hours actually worked in excess of forty (40) hours per week, employees shall be paid at the time and one-half rate.

- B. Field Personnel: Time and one-half (1-1/2) shall be paid for all working hours over eight (8) hours in one (1) day, and all hours on Saturday.
  
- C. Double-time shall be paid as follows:
  - 1. For all hours worked on Sunday and on Holidays.
  - 2. 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 on Monday.

Section 4. OVERTIME AND CALL HOURS

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 hours described in the previous paragraph, 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 beyond 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.

Time paid shall not include any time in excess of one (1) hour from the time of acceptance to the time of reporting for overtime duty. When an employee is required to work fourteen (14) hours of emergency overtime and the employee is scheduled to work within four (4) hours of termination of emergency overtime, the Employee shall have a four (4) hour break and the employee shall have the right to work the first half of the shift or the second half, but he/she shall receive full pay for the shift.

Employees called into work on an emergency basis on a holiday will be paid two times the normal rate of pay for all hours worked prior to 7:00 AM the day following the holiday, unless the following day is Saturday, then the employee(s) will receive one and one-half times (1 1/2x) their rate of pay for any additional hours of work after 7:01 AM Saturday until 11:59 PM Saturday. However, if the following day is a Sunday or another holiday, the employee (2) will continue to be paid two times (2x) the rate until 7:00 AM of the next regular work day.

Section 5. STAND-BY DUTY PERSON

A. Water Department

- 1. Maintenance facility supervisory personnel will provide stand-by duty coverage on a voluntary basis. The supervisory personnel who volunteer shall provide stand-by duty coverage on a rotation basis which will be posted at least six (6) weeks in advance. Replacement or back-up persons for the stand-by person will also be posted in the event the regularly scheduled person is not



able to perform his/her standby for any reason. The above list shall be maintained by the first shift maintenance facility supervisory personnel. All supervisory personnel hired after the execution of this contract shall be required to perform stand-by duty and will be included on the rotation list.

2. It will be the responsibility of the stand-by person to secure the back-up person and inform all other necessary groups in the event he/she is not able to perform his/her stand-by duty.
3. The stand-by person shall provide coverage for all department emergency calls anytime after the scheduled shift that he/she is working on. Such emergency stand-by provision shall be applicable to all weekends and holidays in order to give twenty-four hour coverage to the Department in the event of an emergency.
4. The stand-by person will be compensated for twenty- three hours of straight time per week. However, if during this weekly period there is a legal holiday as is recognized in this Agreement, then the individual will receive an additional two (2) hours of regular pay for each holiday in that weekly period. Water and Sewer Division employees either hired by the Township or promoted into the bargaining unit on or after April 1, 2010 shall be compensated at a flat rate of \$4,000 annually for stand-by duties.
5. The stand-by person who is called out in accordance with paragraph (3) shall receive in addition to stand-by pay, the applicable overtime rate for all hours worked with a minimum of two (2) hours.
6. One week periods for stand-by service will coincide with payroll schedules with no more than one stand-by person for any given day or holiday being compensated.
7. The parties agree that this section will be implemented immediately after this Agreement is executed.
8. It is understood and agreed that the stand-by personnel will always receive pay for the time worked on weekends and time during the week based upon the fact that he/she will receive two (2) hours per day for the first call but actual time for each call thereafter. If a stand-by person receives a call while out on a call, then that will be considered a continuing call.
9. The Employer shall only pay one beeper person for each holiday. The Union shall decide who receives the holiday pay, but if an agreement cannot be reached then the person who has the beeper for the longest period commencing with the beginning of the earliest regular shift until the holiday ends.

10. Working forepersons will continue to work overtime after his/her shift if he/she wishes. A foreperson who does not wish to work overtime shall be replaced by the beeper person.
11. Taking Vehicle Home: A "beeper person" will only be allowed to take a Township vehicle home for Township use if that employee resides in the Charter Township of Clinton.
12. If the Department of Public Works initiates a beeper person, then the provisions of the contract relating to beeper persons will be applicable to the DPW beeper person.

B. Department of Public Works

Effective April 1, 2006, DPW personnel who serve as "Stand-by" shall receive an annual payment of twelve hundred (\$1,200) dollars per year. "Stand-by" shall be paid in the first pay period of December for the entire year. The Union shall provide the Township/Department Head a list of individuals who shall serve as "stand-by" personnel. If a DPW bargaining unit member wishes to serve on the emergency management stand-by list, the employee shall be paid an additional \$300 annually.

DPW "stand-by" personnel who reside within the Charter Township of Clinton shall be allowed to take home Township vehicles for the sole purpose of expediting response time for Township matters. Township vehicles shall not be utilized for personal use. The provisions of this paragraph shall also apply to employee Robert Turner, providing he continues to reside at his current location.

Section 6. EARLY SHIFT COVERAGE

- A. First shift maintenance facility supervisory personnel will provide early shift coverage on a rotation basis, as agreeable between themselves, which will be posted at least six (6) weeks in advance. In addition, a replacement or backup person for the Early Shift Person will also be posted in the event the regularly scheduled person is not able to perform his/her function because of sickness and the like. Any deviations from this schedule will be with the approval of the Superintendent and/or his/her representative. New employees may be assigned early shift coverage if management desires.
- B. It will be the responsibility of the Early Shift Person to secure the backup person in the event he/she is unable to report for their scheduled shift.
- C. Early shift coverage shall commence one-half (1/2) hour before normal working time and such personnel shall be entitled to leave one-half (1/2) hour earlier than normal quitting time.

- D. In the Department of Public Works, the Department Foremen shall always provide the early shift coverage unless management agrees to a different arrangement.
- E. The Union shall supply a list to the Employer at least one (1) week in advance designating who the Early Shift Person is and who the back-up person is.

ARTICLE XIV  
GENERAL PROVISIONS

Section 1. UNION BULLETIN BOARDS

The Employer shall provide one (1) bulletin board to be located in each general building used by Local 1917.31 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. PERSONAL AUTOMOBILE EXPENSE

An employee who is required to use their own automobile during working hours will be paid at the rate of the existing IRS rate for payment of personal car use.

ARTICLE XV  
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 provision hereof is at anytime 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.

ARTICLE XVI  
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: Human Resources Department  
Charter Township of Clinton  
40700 Romeo Plank Road  
Clinton Twp., MI 48038

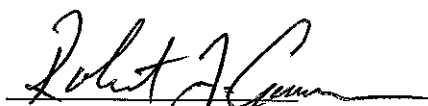
UNION: AFSCME Michigan Council #25  
28000 Van Dyke, Ste. 102  
Warren, MI 48093-2846


ARTICLE XVII  
EFFECTIVE DATE & DURATION


This Agreement shall be effective April 1, 2013 and continue for a term through March 31, 2018. The parties mutually agree to undertake negotiations upon written notification for that purpose given by either party not more than sixty (60) days nor less than thirty (30) days prior to the expiration of this Agreement. In the event that such notice is given, negotiations shall begin not later than twenty (20) days prior to the expiration date. If negotiations extend beyond the expiration date, each of the terms and conditions herein will be extended on a day to day basis, but can be canceled with a twenty-four (24) hour notice.

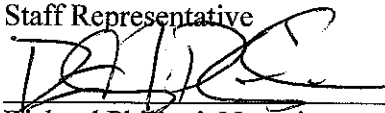
CHARTER TOWNSHIP OF CLINTON  
MACOMB COUNTY, MICHIGAN

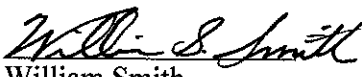
LOCAL 1917.31 MICHIGAN COUNCIL 25,  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES  
AFL-CIO

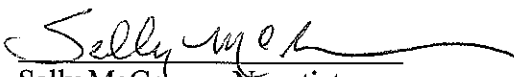
BY:   
Robert J. Cannon  
Township Supervisor

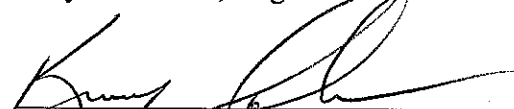
BY:   
Gary Shimer  
Staff Representative

BY:   
K. Meltzer  
Township Clerk

BY:   
Richard Philippi, Negotiator

BY:   
William Smith  
Human Resources Director

BY:   
Sally McGowan, Negotiator

BY:   
Kenny Sobczak, Negotiator

APPENDIX " A "  
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 allow 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 B 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 "B"

WAIVER OF MEDICAL INSURANCE  
A N D  
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 plans enrollment rules.

\_\_\_\_\_  
Name (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

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

APPENDIX "C"

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE  
CHARTER TOWNSHIP OF CLINTON AND LOCAL 1917.31 AFSCME

(AFL-CIO)

AMERICAN FEDERATION OF STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES AFL-CIO

AUTHORIZATION FOR PAYROLL DEDUCTIONS

BY: \_\_\_\_\_  
Please Print: LAST NAME FIRST NAME MIDDLE NAME

CLASSIFICATION: \_\_\_\_\_

TO: \_\_\_\_\_  
EMPLOYER

UNION DUES AND INITIATION

Effective \_\_\_\_\_ I hereby request and authorize you to deduct from  
my earnings, the current initiation fee being charged by AFSCME, Local Union # \_\_\_\_\_  
and effective the same date, to deduct from my earnings \_\_\_\_\_ a  
sufficient amount to provide for regular payment of the current rate of monthly union  
dues, as certified by the Union. The amount deducted shall be paid to the Treasurer of  
\_\_\_\_\_ of the American Federation of State, County, and  
Municipal Employees. This authorization shall remain in effect unless terminated by  
me, by written notice, to the Union and Employer within thirty (30) days.





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

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

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

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



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

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

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

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

# Blue Cross Blue Shield Michigan: Division 0049

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

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

Coverage for: Covered Individuals | Plan Type: PPO

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

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

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

## Excluded Services & Other Covered Services:

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

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

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

- Organ transplants
- Chiropractic care
- Voluntary sterilization

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

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

### Your Rights to Continue Coverage:

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

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

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

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

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

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

OR

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

### Your Grievance and Appeals Rights:

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

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

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

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

### About these Coverage Examples:

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



**This is not a cost estimator.**

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

See the next page for important information about these examples.

#### Having a baby (normal delivery)

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

##### Sample care costs:

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

##### Patient pays:

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

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

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

##### Sample care costs:

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

##### Patient pays:

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

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

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

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



## Questions and answers about the Coverage Examples:

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

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

### What does a Coverage Example show?

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

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

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

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

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

providers charge, and the reimbursement your health plan allows.

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

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

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

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

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

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



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

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

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

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





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

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

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

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

# Blue Cross Blue Shield Michigan: Division 0048

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

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

Coverage for: Covered Individuals | Plan Type: PPO

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

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

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

## Excluded Services & Other Covered Services:

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

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

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

- Organ transplants
- Chiropractic care
- Voluntary sterilization

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

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

### Your Rights to Continue Coverage:

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

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

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

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

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

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

OR

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

### Your Grievance and Appeals Rights:

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

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

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

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

### About these Coverage Examples:

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



**This is not a cost estimator.**

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

See the next page for important information about these examples.

#### Having a baby (normal delivery)

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

##### Sample care costs:

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

##### Patient pays:

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

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

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

##### Sample care costs:

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

##### Patient pays:

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

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

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

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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.





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

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

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

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



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

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

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

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



# Blue Cross Blue Shield Michigan: Division 0050

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

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

Coverage for: Covered Individuals | Plan Type: PPO

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

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

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

## Excluded Services & Other Covered Services:

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

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

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

- Organ transplants
- Chiropractic care
- Voluntary sterilization

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

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

### Your Rights to Continue Coverage:

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

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

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

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

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

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

OR

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

### Your Grievance and Appeals Rights:

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

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

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

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

### About these Coverage Examples:

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



**This is not a cost estimator.**

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

See the next page for important information about these examples.

#### Having a baby (normal delivery)

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

##### Sample care costs:

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

##### Patient pays:

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

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

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

##### Sample care costs:

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

##### Patient pays:

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

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

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

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

## Questions and answers about the Coverage Examples:

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

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

### What does a Coverage Example show?

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

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

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

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

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

providers charge, and the reimbursement your health plan allows.

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

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

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

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

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

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



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

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

**Control Plan** – Delta Dental of Michigan

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

**Covered Services -**

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

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

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

## Appendix "G"

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

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

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

**Deductible** – None.

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

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

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

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

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