

AGREEMENT
between
CHARTER TOWNSHIP OF CANTON
and
POLICE OFFICERS' ASSOCIATION OF MICHIGAN
(POAM)

07/01/2008 – 06/30/2011

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ARTICLE 1 - AGREEMENT

1.1: This Agreement, entered into this 27th day of January, 2009, between the Charter Township of Canton, (hereinafter referred to as the "EMPLOYER" or the "TOWNSHIP") and the Police Officers Association of Michigan - POAM, (hereinafter referred to as the "UNION")

ARTICLE 2 - PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the citizens of Canton Township, the Employer, the Employees and the Union; and to provide an orderly, fair and equitable means of resolving differences between the parties.

2.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

2.3: To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 3 - RECOGNITION

3.1: The Employer recognizes the Police Officers Association of Michigan as the exclusive bargaining representative for full-time, non-supervisory police officers below the rank of sergeant, animal control officers, cadets, and public safety service officers for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement.

ARTICLE 4 - UNION SECURITY

4.1: Employees covered by this Agreement at the time it becomes effective, and who are members of the Union at the time, shall be required as a condition of continued employment to either continue membership in the Union for the duration of this Agreement or pay a service fee equal to the regular monthly dues for the duration of this Agreement.

4.2: Employees covered by this Agreement, who are not members of the Union at the time it becomes effective, shall be required as a condition of continued employment to either become members of the Union or pay a service fee equal to the regular monthly dues for the duration

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of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following such effective date.

4.3: Employees hired, rehired, reinstated, or transferred into the bargaining unit and covered by this Agreement shall be required as a condition of continued employment to either become members of the Union or pay a service fee equal to the regular monthly dues for the duration of this Agreement, on or before the tenth (10th) day following the thirtieth (30th) day following the beginning of their employment in the unit.

4.4: An employee who shall tender the periodic dues or service fee shall be deemed to meet the conditions of this Article.

4.5: Employees shall be deemed to be in compliance with this Article if they are not more than forty (40) days in arrears in payment of membership dues or service fees.

4.6: The Employer shall be notified, in writing, by the Union, of any employee who is sixty (60) days in arrears in payment of membership dues or service fees. In this notification, the Union shall request that the employee be terminated by the Employer. The Employer will then notify that employee in writing within seven (7) days, stating that if the employee does not pay the amount in arrears, within fourteen (14) days from the date notice is sent to the employee, the employee will be discharged upon the expiration of the fourteen (14) day period. This discharge shall not be subject to the grievance procedure set forth in this Collective Bargaining Agreement. This section shall apply only to employees on the active payroll.

**ARTICLE 5 - CHECK-OFF OF UNION DUES AND SERVICE - FEES - EMPLOYEES
AUTHORIZATION, REVOCATION**

5.1: The Employer will deduct from the pay of each employee covered by this Agreement, membership dues or service fees, provided that at the time of such deduction there is in the possession of the Employer a written assignment executed by the employee.

5.2: The form shall include the following language:

This assignment shall become effective upon receipt by the Township in accordance with its terms and shall remain in effect for the duration of this Collective Bargaining Agreement; provided, however, that any employee shall have the right to revoke his assignment by written notice, signed by him, and received by the Employer by registered mail not more than five (5) days prior to the stated expiration date of this Agreement.

5.3: The Employer will deduct current membership dues and service fees, and assessments which are a uniform requirement of all employees. The deduction shall be made from the employee's pay in a calendar month. If the employee has no pay coming for such pay period,

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such dues shall be deducted from his pay in subsequent pay periods in such calendar month.

5.4: The Employer will deduct from the pay of the employees in any month, only the Union membership dues or service fees becoming due and payable in the month.

5.5: All such sums deducted shall be remitted to the financial secretary of the Union not later than the last day of the calendar month in which such are made.

5.6: The Union will notify the Employer in writing of any changes of dues or service fees thirty (30) days prior to the effective date of such changes.

5.7: The Union agrees to save and hold harmless the Employer from any damages resulting from the enforcement of the provisions of this Article. In the event any action or claims are commenced against the Township to recover such sums deducted under this Article, the Union shall reimburse the Township for any amounts deducted from any employee's pay and paid to the Union by the Township that the Township is subsequently required to repay to the employee.

ARTICLE 6 - PAYROLL DEDUCTION

6.1: The Township shall take the necessary steps to allow, at the employee's request, and to the extent that the law permits, deductions to be made from paychecks for credit union deposits, such credit union deposits may be at the Community Federal and/or Public Service Credit Unions.

6.2: The Township will consider township wide payroll savings bonds deductions for all employees subject to the following understanding:

- A. Employees signing up for such deductions to do so with the understanding that the deduction authorization will be in effect for one (1) year;
- B. There must be at least fifty (50%) percent or more of employees township wide signing up for such deductions.

ARTICLE 7- REPRESENTATION

7.1: Bargaining Committee The employees shall be represented by a bargaining committee of not more than four (4) members. Members of the bargaining committee may negotiate during duty hours, and shall be permitted to negotiate without loss of pay. This committee shall be selected in any manner determined by the Union. A POAM representative shall be chairman and spokesman of such committee.

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7.2: This bargaining committee shall be charged with the duty of negotiating contracts. It is understood that members of the committee may, during collective bargaining, need to trade days and/or shifts with other employees, provided approval is first secured from the Public Safety Director or his designated representative. Permission will not be unreasonably withheld, but in no event shall more than one (1) Officer be permitted to leave the same shift.

7.3: If a new representation area is established or a department expands so as to warrant additional representatives, the question shall be subject to negotiation.

7.4: Compensating Union Representatives The Township shall recognize a grievance committee consisting of not more than three (3) members. Grievance committee members in the performance of grievance duties will be permitted to leave their assigned work, at reasonable times and with prior approval from the Public Safety Director or his designated representative, and will be compensated at their regular pay for the hours worked during their regular shift. Permission for the grievance committee member to leave his assigned work will not be unreasonably withheld, but in no event shall more than one (1) officer be permitted to leave the same shift.

7.5: Notification to Employer of Union Representatives The Union will notify the Employer in writing of the names and titles of their representatives. No representatives will be permitted to act as such until the Employer is advised that the person has become a representative.

7.6: Investigations by the Grievance Committee It is recognized that a member of the Grievance Committee may exercise his right to investigate grievances after receiving permission to do so from the Public Safety Director or his designated representative, and after appropriate arrangements have been made to relieve them from their jobs. Permission to do so will not be unduly withheld. This right must be exercised with reasonableness.

7.7: Visits by Union Representatives The Employer agrees that, subject to the discretion of the Public Safety Director or his designate, not more than two (2) Union representatives shall have access to department premises to conduct Union business with effected employees. Permission to do so will not be unreasonably withheld.

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7.8: Special Conferences Special conferences for matters other than grievances will be arranged between the Police Officers Association of Canton chairperson and/or POAM and the Employer, or its designated representatives, upon the request of either party. Such meetings will be between the representatives of the Employer and only three (3) representatives of the Union. No more than one (1) Union representative shall attend a meeting during his duty hours, and he shall be permitted to attend without loss of pay. The other union representatives shall attend on their own time and will not be paid for attending such meetings by the Employer. It is understood that Union representatives may, in order to attend such meetings, need to trade days and/or shifts with other employees, provided approval is first secured from the Public Safety Director or his designated representative. Arrangements for such special conferences shall be made in advance and a written agenda of the matter to be taken up at the meeting shall be presented at the time the conference is requested in writing. Matters taken up at special conferences shall be held at a time mutually agreeable to the parties. This meeting may be attended by representatives of POAM.

7.9: No Discrimination Against Employees The Township agrees that there shall be no discrimination against any employee because of his membership in the Union or because of his acting as an officer or in any other capacity on behalf of the Union.

7.10 Guarantee of Rights The Employer agrees that they shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political beliefs and activity or for union activity, and that each employee shall receive equal and fair treatment.

7.11: Any employee called before a supervisor or an official of the Township where discipline may result has a right to have a Union representative present, except when an employee is called before a supervisor for the sole purpose of discussing his performance evaluation. Contents of this discussion may not be used in any disciplinary matter. The Employer will give the employee reasonable time to make arrangements to have the Union representative made available. The Union representative will only be paid if he is called and represents an employee during the Union representative's regular duty time.

ARTICLE 8 - UNION ACTIVITIES

8.1: Employees and their Union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiations, or other mutual aid and protection, to express or communicate any views, grievances, complaints or opinions related to the conditions of public employment or betterment of police officers all free from any and all restraint, interference, coercion, discrimination, or reprisal, and so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

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8.2: Officers and other representatives of the Union shall be afforded a reasonable time during the regular working hours, without loss of pay, to fulfill their Union responsibilities, including the processing of grievances and administration and enforcement of this Agreement. These employees shall not receive any overtime or compensatory time for such activities. Arrangements for taking such time will be made with the Public Safety Director or his designated representative. A request for such activities will not be unreasonably withheld taking into consideration the efficiency of the department.

8.3: Union Bulletin Board

- A. The Employer agrees to provide the Union with a union bulletin board in each Township police station. The bulletin board shall be used only for the following notices:
 - 1. Recreational and social events of the Union;
 - 2. Union meetings;
 - 3. Union elections;
 - 4. Reports of Union committees;
 - 5. Rulings or policies of the Union.
- B. The policing of the Union bulletin boards is an obligation of the Union
- C. Any material posted on the bulletin boards and authorized by the Union to be posted which contains anything political, or in poor taste, or anything reflecting upon the Employer, any of its employees, or any labor organizations among its employees, shall be in violation of this Article and shall entitle the Employer to request the Union to remove such material and the Union shall remove such material. Any disagreement shall be subject to the grievance procedure.

8.4: The Union may schedule meetings on Township property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the department. Sufficient notice of such meetings must be given to the Public Safety Director or his designated representative. The Public Safety Director or his designated representative shall have the discretion to designate the location of the meeting.

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8.5: Officers of the Union or their representatives shall be allowed to attend, with no pay, the POAM State Union Convention for not more than twenty-four (24) scheduled work hours, provided sufficient notice of at least thirty (30) calendar days is given to the Public Safety Director or his designated representative so that replacements may be scheduled. Delegates to this convention may use PTO, and/or excused sick days to attend this convention, it being understood that not more than four (4) delegates will utilize this leave provision. It being further understood that delegates may "trade" days to attend such activities provided the Public Safety Director or his designated representative is notified forty-eight (48) hours in advance that the delegate is trading off with an equally qualified employee.

ARTICLE 9 - AID TO OTHER UNIONS

9.1: The Township shall not enter into any agreement with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

9.2: Employees may belong to other organizations, but not as a condition of employment with the Township, nor may such other organization represent any employee with respect to wages, hours, or conditions of employment or in derogation of the exclusive bargaining agency of the Union.

ARTICLE 10 - MANAGEMENT RIGHTS

10.1: Nothing in this Agreement shall be construed as delegating to others the authority conferred by law on the Employer, or in any way abridging or reducing such authority.

10.2: The management's rights such as, but not limited to, establishing, maintaining, and enforcing reasonable work rules, scheduling of work, directing and selecting the work force, maintaining efficiency, determining reasonable hours of work, making work assignments, classifying positions, discharging or disciplining for just cause, laying employees off for lack of work or lack of funds, and taking any necessary actions in emergency situations, are recognized by the Union.

10.3: The management's right to use reserves pursuant to the currently existing department policy is recognized.

- A. The Employer will continue the practice of augmentation vs. replacement in the operation of the Police Reserve Program.
- B. The Employer will continue to practice of not allowing a Reserve Officer to operate independent of a regular sworn Officer. Specifically, a Reserve Officer that meets the department's qualifications as a bicycle officer, will operate under the immediate supervision of a regular sworn assigned bicycle officer.

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- C. The Employer will continue its past practice of not factoring in Reserve Officers for staffing level purposes during the normal course of duty or on any specialized details or assignments.
- D. The Employer agrees to provide a designation on the uniform delineating a Reserve Officer from that of a regular sworn Officer. This will be consistent with CALEA established standards.
- E. The Employer will not utilize police reserves outside their present scope of duties without negotiation with the Police Officers Association of Canton (POAM).

10.4: Any disciplinary action will be taken for just cause and such action is subject to the grievance procedure herein set forth. In the exercise of its right to impose discipline, the Employer will abide by the principles of "corrective action" and "progressive punishment" in ordinary cases of discipline. However, it is recognized that the nature of the offense affects the severity of the penalty issued and that these principles need not be followed in cases of serious misconduct, such as, but not limited to, theft, insubordination, intoxication on duty. Any contemplated disciplinary action must be taken within a reasonable time after the occurrence of the alleged violation or knowledge thereof. Any disciplinary action will be in writing to the employee at the time of discipline and a copy will be sent to the local Union President as soon as possible.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.1: The following procedure will be used to adjust, settle and dispose of employee complaints.

11.2: Step I Any employee who feels aggrieved shall present his grievance within thirty (30) calendar days of its occurrence, or knowledge thereof, to his immediate supervisor or he may request his steward. In such event, the supervisor will get the steward without unreasonable delay. If discussion between the employee, steward, and the employee's immediate supervisor fails to settle the matter, it will then be reduced to writing and presented to the employee's immediate supervisor for his written, dated, signed disposition. The supervisor will acknowledge receipt of the grievance by signing for it. This disposition must be returned within four (4) scheduled working days of receipt of the written grievance.

11.3: Step II If the immediate supervisor's answer is not satisfactory, the grievance may be presented to the Public Safety Director or his designated representative within four (4) scheduled working days after the immediate supervisor's answer is due. The Public Safety Director or his designated representative shall within five (5) scheduled working days meet and discuss the grievance with the steward and/or the aggrieved employee. Within five (5) scheduled working days after such meeting, the Public Safety Director or his designated representative shall answer the grievance in writing to the steward.

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11.4: Step III If after reviewing the grievance the union feels the answer is not satisfactory, it may within fifteen (15) scheduled working days after the answer is due, and by written notice to the other party, request arbitration. Should the parties fail to agree upon an impartial arbitrator, then within a reasonable period of time, not more than ten (10) scheduled working days after the end of said period, a request for a list of arbitrators will be made to the Federal Mediation and Conciliation Service - (FMCS), the Michigan Employment Relations Commission - (MERC), or the American Arbitration Association - (AAA) by the Union. The parties will be bound by the rules and procedures of the arbitration service selected in the selection of the arbitrator, except that if the FMCS is selected, each party will alternately strike a name from the panel of seven (7) arbitrators until one remains. Either party may then strike the remaining name, and the Union shall then request the FMCS to designate a second panel of seven (7) arbitrators. Each party will alternately strike a name from the second panel until one (1) remains. That person shall be chosen to arbitrate the grievance. Nothing shall preclude the parties from attempting to settle this dispute after request for arbitration has been made.

11.5: The arbitrator so selected will hear the matter promptly and will issue his decision no later than thirty (30) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his findings of facts, reasoning and conclusions on the issue submitted.

11.6: The power of the arbitrator stems from this Agreement, and his function is to interpret and apply this Agreement and to pass upon alleged violations thereof. He shall have no power to add to, subtract from, or modify any terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the grievant.

11.7: The costs for the arbitrator's services, including his expenses, shall be borne equally by the parties. Each party shall pay for its own expense.

11.8: When used in this Article, the terms "working days" and "Scheduled working days" mean the Township's regularly scheduled Monday through Friday business days, excluding any holidays observed by the Township.

11.9: No claims, including claims for back wages, by an employee covered by this Agreement or by the Union against the Township shall be valid for a period of more than seven (7) working days (Monday through Friday) prior to the date the grievance was first discussed (Step I), unless the circumstances of the case were unknown by the employee or the Union, as the case may be, and that he, or the Union, had grounds for such claim prior to the discussion in which case the claim shall be limited retroactively to a period not to exceed fourteen (14) calendar days prior to the date the employee, or the Union, first processed the grievance.

11.10: Time limits between the various steps may be waived and/or extended by mutual written agreement. If either party fails to comply with the time limits herein the grievance will be considered settled in favor of the last moving party, without precedent.

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11.11: Both the Township and the Union may initiate and process grievances and either party, with the Agreement of the other party, may adjust any grievance.

ARTICLE 12 - DISCHARGE AND DISCIPLINE

12.1: This Article does not pertain to probationary employees. It is agreed that the maintenance of fair discipline is essential to the satisfactory operation of this department. The Employer agrees that in carrying out this function, no one will be disciplined except for just cause.

12.2 Type of Discipline

Disciplinary Actions shall include only the following:

- (a) Written reprimands (excludes written directions from a department supervisor)
- (b) Suspension
- (c) Discharge

In imposing a disciplinary penalty on a current charge, the Employer shall not take into account any prior infraction which occurred more than five (5) years previously in assessing penalties. Such disciplines shall be removed from the employee's personnel file after five (5) years. Minor offenses shall be removed from the employee's personnel file after two (2) years. The Director Public Safety shall indicate on all disciplinary actions taken whether such offense is a minor or major infraction of Rules & Regulations.

A sustained charge with no action taken shall not be kept as part of the employee's personnel file in Human Resources and shall not be considered in evaluating an employee for department assignments.

A sustained charge with no action taken shall be treated the same as a written reprimand for the purpose of progressive discipline. Expiration of such discipline, for minor offenses, will be two years from the date of offense.

12.3: Disciplinary Action Procedure

- (a) When the possibility of disciplinary action is believed to exist, the employee shall be entitled to have his steward present at all stages of the disciplinary process, except that a steward shall not be called when the employee is signing for receipt of a recommendation for discipline.

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- (b) Those charges and specifications which give cause to such discipline or discharge shall be reduced to writing by the supervisor recommending the disciplinary action to the Public Safety Director.
- (c) Such charges and specifications shall cite the specific section(s) of Departmental Rules and Regulations which the employee is alleged to have violated, and a copy will be given to the employee in writing.
- (d) Prior to the taking of any disciplinary action, the Public Safety Director shall conduct an informal disciplinary hearing. At this hearing, an explanation of the Employer's evidence will be presented. The accused employee shall be afforded an opportunity to present any evidence in his defense during this hearing.

12.4: Criminal Complaints or Charges Whenever a criminal complaint or charge is brought against an employee of the bargaining unit and such crime is an offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining statements in connection with said complaint.

- (a) The employee shall be given a summary of the charges against him.
- (b) Before the employee is interviewed or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel and/or the union representative.
- (c) Any order to make a statement shall be a written order. A violation of which would constitute grounds for disciplinary action by the Employer.
- (d) The order and the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the employee.
- (e) Nothing in the foregoing procedure shall limit the right of the Employer to use such statement for disciplinary purposes.

12.5: Internal Investigation/Re-assignment The Employer may at its discretion reassign an officer to another position within the Police Department, or relieve the officer from duty with pay, during an internal investigation.

12.6: All grievances involving disciplinary matters shall be processed immediately in the third step of the grievance procedure.

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12.7: When any disciplinary action has been taken by the Employer against the Employee, the Union shall be given a written copy of the action taken.

12.8: Upon request of the Union, the Employer shall supply a copy of the employee's disciplinary record. Resort to the grievance procedure is the only method of "due process" available to members of the bargaining unit in regard to labor agreement matters. Bargaining unit members shall have no right to appeal to the Township Merit System Commission.

12.9 Discipline Record An employee shall be allowed to review his personnel record, as such record is defined in the Bullard-Plawecki Employee Right To Know Act (MSA 17.72(1) et. seq.), by making written request to the Human Resources Manager. A representative of the Union may review the employee's personnel record if provided with written authorization from the affected employee.

ARTICLE 13 - SENIORITY

13.1: Seniority is defined as the employee's record of employment since his last date of hire with the Canton Township Police Department in a full-time permanent position.

13.2: Bargaining unit seniority is defined as the employee's time of service in the bargaining unit.

13.3: Each employee, upon completion of his probationary period, shall be placed on the seniority list. Employees having the same hire date shall appear on the seniority list in order decided by lot upon execution of this Agreement.

13.4: Seasonal, temporary, provisional, and reserve employees shall not acquire seniority.

13.5: Differences will be made between an employee's seniority in the department and his anniversary date for purposes of vacation, longevity, sick time, and other benefits. The employee's anniversary date will be the date on which he was originally hired by the Township. His seniority date in the department will be the date he was first hired or transferred into the police department in a full-time permanent position.

13.6: Loss of Seniority Seniority shall be broken and forfeited if an employee:

- A. Quits or retires.
- B. Is discharged and the discharge is not reversed through the grievance procedure.
- C. If he is absent for three (3) days without notifying the Employer, unless it is physically impossible for him to do so.

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- D. Fails to return on recall.
- E. If he is laid off for a period equal to his seniority at the time of layoff or four (4) years, whichever is shorter.
- F. Separation upon settlement covering total disability.
- G. Failure to return from any leave of absence as defined in this Agreement, or failure to notify the Public Safety Director or his designated representative concerning inability to return from any leave of absence.

13.7: Super Seniority Notwithstanding his place on the seniority list, the President of the Canton Township Police Officers Association shall be deemed to have the most seniority for the purpose of layoff only, providing he is able to do the available work.

13.8: Probationary Employees A new employee shall be a probationary employee without seniority until he has completed a one (1) year probationary period starting on the date that said employee is certified, or if certified when hired, on the date of hiring. The probation period may be extended for up to six months due to significant loss of time on the job due to any type leave or job performance issues. The Employer may discipline, discharge or transfer new hire probationary employees at any time during the probationary period. Probationary employees shall have no right to appeal to the Township Merit System Commission and the contractual grievance procedure. Probationary employees shall have the right to Union representations at any disciplinary hearing.

13.9: Probationary employee laid off during his probationary period, but who has been rehired within one (1) year from his last day of work, will continue his probationary period from the last day worked as if his service had not been interrupted by the layoff.

13.10: Any probationary employee rehired by the Township will be considered as a new employee and will begin a new probationary period.

13.11: Probation (FTO) Probationary officers, while in the FTO program, will be assigned to a 42 hour work week. Upon successful completion of the FTO program, the probationary officer's work schedule will revert to the 12-hour day as per contract. The Employer shall schedule the shift of probationary officers in the FTO program in its sole and exclusive discretion.

ARTICLE 14 - LAYOFF PROCEDURE

14.1: When there is a definite reduction in force in the Police Department, the following shall govern:

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- 14.2: A. Seasonal, part-time, temporary and reserve employees will be laid off in any order within the department affected by the reduction in force, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- B. Probationary employees and new hires are the next to be laid off in any order within the police department, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- C. If it is necessary to lay off additional employees, they will be laid off in reverse bargaining unit seniority order, provided the remaining seniority employees are able to perform the work with normal instructions and supervision.
- D. No bargaining unit employee will be hired until all laid off bargaining Unit employees have had an opportunity to be recalled.
- 14.3: The parties recognize that these procedures may require bumping between bargaining units.

ARTICLE 15 - RECALL

15.1: Recall of seniority employees will be in reverse order of layoff. Employees who are on the layoff list shall have five (5) working days from the date of notification by registered mail or certified mail within which to return to service. It is the duty of the employee to leave a correct forwarding address with the department so that the Employer can comply with this provision. During this five (5) day period, the job may be temporarily filled by the Township. If the employee is in a situation which makes it difficult for him to return within this time, he must make a request within this time for an extension by registered or certified mail. The extension will not be unduly withheld. The Township may require proof of the reasons for the extension. If the employee fails to return during this period, he shall forfeit his seniority and rights of recall.

ARTICLE 16 – PROMOTIONS

16.1: The Employer shall determine if a vacant position is to be filled. If the Employer decides to fill the position it shall be done in accordance with this Article.

16.2: The Employer shall post a notice of the vacant position to be filled. This notice shall be posted for seven (7) calendar days. During this posting period any bargaining unit employee who is interested in the posted position shall apply at the Township Personnel Office.

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16.3: A promotional eligibility list for Police Sergeant shall be in existence for two years from the date it is established. If the Employer decides to fill a vacancy it shall be filled in a timely manner. If no promotional eligibility list for Police Sergeant exists at the time a vacancy is to be filled, one will be established as soon as practicable.

16.4: Promotions within the bargaining unit and to Police Sergeant will be made from among qualified employees within the bargaining unit. A Police Officer must have a minimum of four (4) complete years seniority in the Canton Township Police Department in order to be eligible to take the promotional examination for Police Sergeant. All employees hired after July 1, 1997 must have at least a minimum of an Associates Degree in law enforcement or a related field in order to be eligible to take the promotional examination for Police Sergeant. If no employee meets the qualifications herein, or if no eligible employee applies for the examination, the employer shall fill the vacant position from outside the bargaining unit. Qualifications for promotional positions will be determined on the following basis:

Written Examination 40%
Oral Assessment 60%

An employee must have a minimum score of 70% on the Written Examination in order to go on to the Oral Assessment portion of the promotional process.

An employee must have a minimum score of 70% on the Oral Assessment to be placed on the promotional eligibility list.

16.5: Candidates shall be ranked on the promotional eligibility list in order of their combined weighted score on the written examination and oral assessment.

16.6: Promotions within the bargaining unit and to Police Sergeant shall be made from the promotional eligibility list by selecting the top person on the list.

16.7: Once the appointment is made, the selected employee will serve a one (1) year probationary period during which he will perform the job duties of the higher classification. If at the end of this one (1) year period the employee can adequately perform the job duties, he will be permanently raised to this position. The employee will receive the higher rate of pay during the time worked in the higher classification during the probationary period. If it is determined anytime during this one (1) year period that the employee cannot adequately perform the job duties, he will be returned to his prior position and the higher classification will then be refilled according to the provisions of this Article.

ARTICLE 17 - TEMPORARY OPENINGS

17.1: Temporary openings to a higher paid position may be filled by the Employer by transferring an employee or employees to the job on the basis of the top person on the existing promotional list. Temporary openings will not exceed four (4) months.

ARTICLE 18 - LEAVES OF ABSENCE

18.1: Requesting Leaves of Absence Upon application to the Public Safety Director or his designated representative, a leave of absence may be granted, without pay, to employees for thirty (30) work days. Requests for more than thirty (30) work days may be granted but only upon approval by the Township Supervisor.

18.2: Reasons for Leaves Leaves may be granted for the following reasons, which are not all inclusive.

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended and applicable legislation, may attend a recognized university, trade school or technical school for a period not to exceed one year. Written proof of school attendance must be submitted at the expiration of each semester.
- B. Sick Leave Any employee known to be ill may be granted sick leave, without pay, for a period equal to his seniority, or two (2) years, whichever is greater. All sick leaves shall be subject to such verification as the Employer may see fit to require, including an examination at any time by a physician designated by the Employer. The Employer shall pay the examination fee.
- C. Maternity Leave
 - 1. Whenever an employee shall become pregnant, she shall furnish the Employer with a certificate from her physician stating the approximate date of delivery.
 - 2. Pregnancy Disability Leave shall be administered in accordance with state and federal law.
 - 3. A leave of absence for child care may be granted upon request for a period not to exceed two (2) years.

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- D. For National Guard duty, Army encampments, Naval Reserve cruises.
- E. Necessary time for settling an estate of a member of an immediate family (father, mother, child, spouse) outside the residency area of the employee.
- F. An employee selected to a Union position or selected by the Union to do work for the Union which takes him from his employment with the Employer may, upon written request of the Union, receive a temporary leave of absence for the period of his service with the Union. The same shall apply to members selected to a position with the State or National Union. Such requests must be made yearly. Seniority will accumulate during the leave. Such employee will be returned to the same or like job in line with his seniority.
- G. If elected or appointed to a public office, the employee shall be given a leave of absence for the term of his office and shall accrue seniority.

18.3: Returning from Leave of Absence When returning from any leave of absence, it shall be the obligation of the employee to notify the Employer that he is returning ready, willing and able to work, three (3) working days before his return to work. For leaves of absence of thirty (30) work days duration or longer, the employee must give fifteen (15) calendar days notice of intention to return to work.

18.4: Requests for Extensions of Leaves of Absence Requests for extension of leaves of absence must be made fifteen (15) calendar days prior to the termination of the original or extension thereof. The Employer agrees to give his answer, granting or denying the request for extension, five (5) calendar days before the original or extended leave expires. Both the request for extension and the answer must be in writing.

18.5: Copies of Leaves of Absence The union will be given copies of leaves of absence when granted.

18.6: Seniority During Leaves Seniority shall continue and accumulate during approved leaves, except that such accumulation shall not exceed the amount of seniority the employee had at the time leave was granted, or two (2) years, whichever occurs first. No other fringe benefits will be continued or granted during the term of the leave of absence.

If an employee is on an approved leave during his probationary period his seniority shall continue and accumulate as described above; but his one (1) year probationary period shall be held in abeyance during the leave and shall be continued following return from the leave and will be based on one (1) year of actual time worked.

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18.7: Economic Benefits During Approved Sick or Disability Leaves

- A. During approved sick or disability leaves, the Employer shall continue to provide health, accident and life insurance only, for a period not to exceed the length of the approved leave. After the employee is off duty on approved sick time or disability leave for thirty (30) calendar days, all other fringe benefits shall be discontinued during the remaining term of the leave and shall be pro-rated upon the employee's return to work.
- B. The Employer shall not provide any economic benefits for any other types or categories of leave, including, but not limited to, education, and military leaves.
- C. An employee off work on paid sick time longer than thirty (30) calendar days shall not continue to accumulate sick time or vacation time until he returns to work.

18.8: Family and Medical Leave Policy An employee who receives leave under the Family and Medical Leave Act (FMLA) shall be covered by the Township's FMLA Policy in addition to all other relevant sections of this contract.

ARTICLE 19 - STEP UP PAY

19.1: When an employee is temporarily transferred in accordance with Article XVII the employee will receive the rate of pay of the job to which he has transferred. If an employee is temporarily transferred by management to a lower rated job, he retains his old rate if higher, for the duration of the temporary transfer.

ARTICLE 20 - GENERAL PROVISIONS

20.1: Work Rules The Employer reserves the right to publish fair and reasonable work rules from time to time. These rules will become effective within five (5) calendar days after publication. The Union reserves the right to challenge the reasonableness of any work rule through the grievance procedure.

20.2: Residency Clause The Employer agrees that all employees will not be required as a condition of employment to be residents of the Township now or in the future. However, members of the bargaining unit should live within a reasonable distance of the Township.

20.3: Strike Prohibition The Township agrees it will not lock out employees during the term of this Agreement. The Union and the members of the bargaining unit will not engage in or sanction any strikes, slowdowns, stoppages or delays of any nature during the term of this Agreement.

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20.4: Identification Cards Identification cards will be provided to all employees. It is understood that these cards remain the property of the Employer and upon request of the Employer, or termination of employment, the cards must be returned to the Employer.

20.5: Trading of Work or Leave Days Subject to manpower requirements, employees shall be permitted to voluntarily trade work or leave days; provided that to insure coverage of shifts, they receive the approval of the Public Safety Director or his designated representative twenty-four (24) hours in advance of this trade; and further provided, that such trading does not generate any overtime or compensatory time for either employee. It is understood between the parties that the employee originally scheduled to work shall be responsible for the attendance of his replacement and any absences of replacements shall be charged to the employee originally scheduled to work.

20.6: Rules and Regulations This Agreement shall supersede any rules and regulations inconsistent herewith. Insofar as any provision of this Agreement shall conflict with any ordinance or resolution of the Township, the Agreement shall prevail.

20.7: Copies of Agreement A copy of this Agreement shall be distributed by the Township to all members of the bargaining unit. Distribution shall be made within thirty (30) days.

20.8: Parking for Employees Suitable parking facilities for employee automobiles shall be provided at the police station.

20.9: Gender While the gender referred to in various sections of this Agreement are written in the masculine, the intent of the Agreement is emphatically applied equally to both sexes.

20.10: Light Duty An employee who is off duty due to service-connected or non-service connected injury or illness may be assigned to light duty at the discretion of the Employer with the employee's doctor's approval. If there is a disagreement between the employee's doctor and the Employer's doctor then the parties will select a third doctor. The decision of the third doctor will be binding on all the parties. Light duty will be a police-related assignment at the employee's regular rate of pay.

When an employee is assigned to light duty, he shall work 84 hours every two weeks in the same manner as if he was on the 12-hour shift schedule. During all periods of a light duty assignment, the Employer shall set the employee's schedule, including hours of work, shift assignment, platoon assignment and duties.

20.11: Repayments An employee shall repay all overpayments made to him by the Employer. The maximum amount which can be deducted from any single paycheck is five percent (5%) of the employee's gross pay. There will be a two (2) year limitations period, beginning from the date of overpayment, within which the Employer must begin making the deductions. This does not affect any right the Employer may have under civil law.

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20.12 Training Days:

- A. A training day will be defined as a 12-hour day including travel time to and from the assigned training, for personnel assigned to the Patrol Division. A training day will be defined as those hours that an officer is assigned to work the day of training for personnel assigned to the Detective Bureau, DARE, Crime Prevention, Special Enforcement Unit, School Liaison Officer, and Narcotics Officers.
- B. In exchange for the training day, the employee will be given an adjusted day. No additional compensation will be awarded to the officer unless the training class being attended runs beyond 12 hours (including travel time). Any training time beyond 12 hours will be paid per contract.
- C. Officers reassigned to a training day will perform duties related to the scheduled training, and will not be reassigned for non-training activities. Officers reassigned to a training day who perform any function beyond the scope of training will be paid per contract. The only exception being that officers may be utilized for essential departmental operations.
- D. Adjusted leave days due to training must be taken commencing with the beginning of the pay period the training date(s) occurs in, but no more than (30) days after the training date. The adjusted leave day may be taken prior to the training date with the understanding that if the training is canceled, the employee will convert the adjusted leave day to some other type of leave time.

ARTICLE 21 - HOURS OF WORK

21.1: The work week is Sunday through Saturday. Work day shall be as described in Article 50, Police Officer – 12 hour Shifts – Public Safety Service Officers.

21.2: The Employer will follow its current practice regarding lunch periods.

21.3: Premium Pay: Premium pay will be paid as described in Article 50, Police Officer – 12 Hour Shifts – Public Safety Service Officers.

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21.4: Permanent Shifts:

- A. Regular shift assignments, excluding special, emergency, and temporary assignments, shall be for a period of six (6) months. Shift assignments shall begin on April 1, and October 1 of each year.
- B. Shift choices will be posted thirty (30) days prior to the effective date.
- C. Employees desiring to change shift assignments must file an application in writing with the Public Safety Director at least sixty (60) days prior to the expiration of each six (6) month period. Assignment to a shift will be on the basis of bargaining unit seniority, provided the Employer retains the right to maintain a suitable distribution of experienced and trained employees on each shift.
- D. In the event that an officer is transferred for a special assignment, returns to work after an absence, or is reassigned, his/her vacation will not take precedence over those vacation bids approved on the shift assigned. The Employer shall ensure that mandatory staffing levels and distribution of the work force are met. When requested, the union will work in conjunction with the Employer to establish shift assignments necessitated by any seniority shift.
- E. The Employer may terminate this permanent shift program at any time in its sole and exclusive discretion, provided that the Employer shall notify the employees at least one (1) full six (6) month period prior to the termination of the permanent shift program.
- F. Employees with one (1) year of seniority or less are not entitled to select a regular shift assignment. Such employees will be assigned shifts by the Public Safety Director, and the Public Safety Director may transfer such employees to other shifts at any time and for any reason.
- G. Police Service Personnel shall be assigned to shifts by the Public Safety Director, and they may be transferred to other shifts at any time and for any reasons at the sole discretion of the Public Safety Director.
- H. Once an employee has been assigned to a shift, he will not be arbitrarily or capriciously transferred to a different shift during the six (6) month period of the shift. However, this in no way infringes on the right of the Employer to make special, emergency and temporary assignments based upon the operating needs of the Department.

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21.5: Daylight Savings Time: An employee on duty when Daylight Savings Time changes (April and October) shall be paid for the time actually worked on that day. (e.g., the employee will be paid for one hour less in April and for one hour more in October.)

ARTICLE 22 - CALL BACK

22.1: Call Back: If an employee is called to work early on a scheduled work day, or is called to work on a non-scheduled work day, or is called back to work after working a scheduled work day, then he shall be given a minimum credit of three (3) hours at time and one-half (1-1/2). Probationary employees will be paid for this time and are not allowed to accrue compensatory time for call back.

22.2: The Employer reserves the right to keep the employee the three (3) hour minimum to do available bargaining unit work.

22.3: This provision does not deal in any way with scheduled overtime, if the overtime is scheduled immediately prior to or immediately after the employee's normal work hours.

ARTICLE 23 - COURT TIME

23.1: When an employee is required to attend 35th District Court, while not on duty, the employee shall receive a minimum of three (3) hours overtime at time and one-half (1-1/2). Probationary employees will be paid for this time and are not allowed to accrue compensatory time for court time.

23.2: When an employee is required to attend any other court or hearing agency, while not on duty, the employee shall receive a minimum of four (4) hours overtime at time and one-half (1-1/2).

23.3: If an employee is required to appear at a court or hearing agency as set forth in this Article and his appearance carries over to his duty hours, the employee will be paid the minimum amount provided in Section 23.1 or 23.2, but will not be paid for his duty day until he returns to his duty station and begins his normal duty.

23.4: When an employee assigned to a consortium (e.g., Auto Theft, Narcotics, etc.) is required to attend any district court, while not on duty, the employee shall receive a minimum of three (3) hours overtime at time and one-half (1-1/2).

23.5: The above clauses pertain only to appearances required in connection with the employee's employment and while appearing at the direction of the Employer.

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23.6: The Employer reserves the right to require an employee to return to the Police Station and work the appropriate minimum time in the event the court appearance does not take the entire three or four hours.

23.7: In the event an employee receives a fee for his appearance in court, said fee shall be turned over to the Township and the employee shall only receive compensation in accordance with this collective bargaining agreement.

23.8 When two or more court overtime situations occur causing the times to overlap, the employee will receive pay from the beginning of the first scheduled court overtime until the conclusion of the latest scheduled court overtime. There shall be no double payment of concurrent overtime.

23.9 Where call-back and court time run concurrently, the applicable court time provision shall take precedence. Any time worked concurrently to court time shall be considered continuation of work, and the call back provision shall not apply. The Union fully recognizes and acknowledges that employees on court time are on duty status and may be required to perform other bargaining duty work, including but not limited to, attendance at meetings during the hours paid as court time.

ARTICLE 24 - COMPENSATORY TIME

24.1: Employees shall have the option to accrue a maximum of eighty (80) hours compensatory time at time and one half.

24.2: Employees are required to give at least thirty-six (36) hours notice when taking compensatory time. The Public Safety Director or his designated representative may grant approval with less notice at his discretion. It is understood that the Public Safety Director has the right to deny the taking of compensatory time, taking into consideration the operating needs of the Department.

24.3 Compensatory time must be earned in increments of at least one half hour.

ARTICLE 25 - EQUALIZATION OF OVERTIME

25.1: Overtime hours will be divided fairly and rotated equally among employees in the same classification in the department, insofar as it is practical to do so.

25.2: Leave days when taken in conjunction with vacations shall be considered as vacation days for overtime call-in purposes.

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25.3: An employee who is off duty on a leave of absence or due to sickness, disability, vacation, or personal time shall not be eligible for overtime call-in.

ARTICLE 26 - JURY DUTY

26.1: When an employee with one or more years of service is called to report for jury duty, he shall be paid by the Employer for each day spent performing jury duty, if the employee would otherwise have been scheduled to work for the Employer, an amount equal to the difference between the jury duty pay and his regular straight time rate of pay for a period not to exceed thirty (30) days in any one calendar year, and providing he submits proof of jury duty pay.

26.2: If the employee is excused from jury duty prior to the end of his scheduled work day, he will be required to return to work to complete his scheduled work day.

ARTICLE 27 - WORKER'S COMPENSATION

27.1: Each employee will be covered by the applicable worker's compensation laws.

27.2: The Employer shall supplement an employee's workers' compensation statutory benefits so that, including these statutory benefits, an employee off work on a service connected injury or illness shall receive 100% of his base weekly earnings for a period equal to two (2) months for each completed year of service time with Canton Township up to a maximum of eighteen (18) months of coverage. The period of any leave of absence shall not count as service time with Canton Township for purposes of determining the amount of supplemental workers' compensation coverage. Once an employee has utilized supplemental workers' compensation benefits, the employee has lost those benefits and additional supplemental benefits must be earned through service time worked after the employee's return from workers' compensation leave. Workers' compensation leave shall not be counted as service time in rebuilding the employee's coverage.

27.3: If an employee is off on a service connected injury or sickness, for which he is drawing workers' compensation benefits, and the employee is not entitled to at least one (1) full year of supplementation as provided in Paragraph 27.2, the following shall prevail. That employee will be entitled to whatever period of supplementation he has earned pursuant to Paragraph 27.2. In addition, for whatever additional period of time necessary to provide a total period of supplementation of one (1) year, the employee will be entitled to eighty percent (80%) of his base weekly earnings, which shall include the statutory benefits. The intent of the parties is that the maximum period of supplementation for such employees, at whatever rate and/or rates, will be one (1) year.

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27.4: While an employee is off duty on workers' compensation leave seniority, hospitalization and surgical coverage, and life insurance shall continue at full benefit level. All other fringe benefits shall be discontinued during the term of the leave and shall be pro-rated upon the employee's return to work.

27.5: The Township may offer the employee a job at his regular rate of pay which the employee may not refuse if such job is available in the Police Department.

27.6: An employee will also be entitled to his pension benefit for the period of supplementation provided the employee contributes 6% of his base wage to the fund during the applicable period.

27.7: An employee receiving workers' compensation benefits from the Township may not work for any other employer without the express written permission of the Employer.

27.8: No employee shall receive more than 100% of his base salary while on a leave of absence due to duty related disability. In the event an injured employee becomes entitled to no-fault work loss benefits and worker's compensation benefits, the benefits will be coordinated and the Township's obligation to supplement wage loss benefits under this Article will be limited to bringing the employee to his regular base wage rate.

ARTICLE 28 - MILEAGE

28.1: If employees are required to use their own cars, they will be reimbursed based on the IRS mileage rate, excluding 35th District Court.

ARTICLE 29 – UNIFORMS - Police Officers

29.1: The Employer will furnish the following uniform items in lieu of any uniform or cleaning allowance:

- 1 raincoat and rain hat
- 1 tie clasp
- 4 pair of pants
- 6 shirts (3 winter, 3 summer)
- 1 hat
- 1 set of leather (department standards)
- 2 jackets (1 winter, 1 spring)
- 3 badges (2 breast, 1 hat)
- 10 sets of patches
- 1 sweater
- 1 name badge
- 1 set of black leather insulated shoes and boots
- 2 ties

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1 set of fatigues
1 fatigue hat

29.2: The employee must turn in all uniform items furnished, including all badges, upon termination or separation prior to issuance of final paycheck.

29.3: Employees shall receive replacement of all issued uniform items from the department upon the uniform item becoming worn, damaged and/or unserviceable including weight gain and weight loss. Such uniform items shall be presented to the Public Safety Director for determination on the condition of the uniform item.

29.4: The Public Safety Director shall make all final determinations on any changes in the uniform. Such changes shall not be made without first receiving recommendations and input from members of the department.

29.5: The Employer shall provide for cleaning every six months of the following uniform items at no cost to the employee:

(1) one jacket
(2) two ties
(3) one hat

29.6: Employees with a non-uniform assignment will be paid an eight hundred dollar (\$800.00) clothing allowance each year, half of which will be paid semi-annually, the last payday in November and May.

29.7: Bullet Proof Vests The Employer will furnish a bullet proof vest to all patrol officers who request one. An employee who is provided a bullet proof vest shall wear the vest at all times while on duty. Employees who currently have their own bullet proof vest will not be issued a new vest until their current vest becomes unserviceable. Replacement of bullet proof vests will be done in accordance with Section 29.3.

ARTICLE 30 – UNIFORMS – Public Safety Service Officers (PSSO)

30.1: The Employer will furnish the following uniform items to PSSO'S in lieu of any uniform or cleaning allowance

1 pair of uniform shoes
1 tie clasp
2 pair of pants
4 shirts (2 winter, 2 summer)
1 hat

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- 1 garrison belt
- 2 jackets (1 winter, 1 spring)
- 3 badges (2 breast, 1 hat)
- 6 sets of patches
- 1 name plate
- 2 ties
- 1 key ring

30.2: PSSO'S must turn in all uniform items furnished, including all badges, upon termination or separation prior to issuance of final paycheck.

30.3: PSSO'S shall receive replacement of all issued uniform items from the department upon the uniform item becoming worn, damaged and/or unserviceable. Such uniform item shall be presented to the Public Safety Director for determination on the condition of the uniform item.

30.4: The Public Safety Director shall make all final determinations on any changes in the uniform.

30.5: The Employer shall provide for cleaning every six months for the following uniform items at no cost to the PSSO.

- (1) one jacket (winter or spring)
- (2) two ties
- (3) one hat

ARTICLE 31 - WEAPON PROFICIENCY ALLOWANCE

31.1: The Canton Township Police Department weapon proficiency test shall be scored on a pass/fail basis. Employees who pass the weapon proficiency test each year shall receive a \$400 annual weapon proficiency allowance. This allowance shall be paid in the first pay of November. An employee must be on the payroll of the Employer on the day that the Weapon Proficiency Allowance is paid in order to receive said payment. The Weapon Proficiency Allowance will not be prorated.

ARTICLE 32 - PENSION PROGRAM

32.1: Effective January 1, 2006 the Canton Township Police Officers and PSSOs shall receive the Municipal Employees Retirement System of Michigan (MERS) Defined Benefit Pension.

32.2: The Canton Township Police Officers and PSSOs shall relinquish any and all remuneration currently in their present individual Defined Contribution Pension program to MERS to reduce Canton Township's unfunded accrued liability (UAL). All prior years of service with Canton Township will be included and afforded to each member in their benefit determination.

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32.3: The Township adopts the MERS Defined Benefit pension program with the following benefits:

- A. Benefit Program - Benefit at retirement is based on 2.8% of the employee's final average compensation multiplied by years and months of credited service. This benefit shall not exceed 80% of the employee's final average compensation.
- B. V10 - Vesting in 10 years
- C. F50/25 - Full pension benefit will be payable if age 50 is attained with at least 25 years of credited service. Effective July 1, 2008, full pension benefits will be payable to employees obtaining 25 years of credited service regardless of age F(25).
- D. FAC-3 - Final average compensation is the average of the highest consecutive 3-year (36 months) period of the employee's credited service.

This program shall not include the E2 rider or any other escalator rider.

32.4: Additionally, in order to assist in containing the Employer's contribution, the Police Officers and PSSO's shall contribute 6% of all income. The Employer will contribute any remaining remuneration required to fund and maintain the MERS pension program.

32.5: All members of the bargaining unit are required to participate in the MERS Defined Benefit Pension program and shall be required to comply with all Sections of this Article. Current bargaining unit members who have loans on their Defined Contribution Pension shall be required to repay their loans in full by the date of transfer to MERS. Bargaining unit members shall not default on their pension loans.

ARTICLE 33 - DISABILITY RETIREMENT

33.1: Disability retirement shall be administered in accordance with the MERS pension system.

ARTICLE 34 - LONGEVITY PAY

34.1: The Employer agrees to grant longevity pay according to the following schedule:

- At five (5) years of service 2% of salary
- At ten (10) years of service 4% of salary
- At fifteen (15) years of service 6% of salary
- At twenty (20) years of service 8% of salary

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34.2: All employees hired by the Township on or after May 12, 1998 will be granted longevity pay according to the following schedule:

- a) Upon completion of (5) five years continuous service, eligible employees will be paid (\$500) five hundred dollars.
- b) An additional (\$100) one hundred dollars a year will be paid to eligible employees for each additional year of service beyond (5) five years to a maximum of (\$2,000) two thousand dollars.

34.3: Longevity payments will be made on the first pay period of November of each year. An employee must be on the payroll of the Township on the date that the longevity payment is made in order to receive said payment. Longevity pay shall not be prorated.

ARTICLE 35 - LIFE INSURANCE

35.1: Life Insurance The Employer agrees to provide each employee with group life insurance in the amount of Fifty Thousand Dollars (\$50,000). New employees are covered the first of the month following date of hire.

35.2: Accidental death and/or dismemberment group coverage in the amount of Fifty Thousand Dollars (\$50,000) will also be provided.

ARTICLE 36 – HOSPITALIZATION, SURGICAL COVERAGE

36.1: Until January 1, 2006, the Employer will provide employees, their spouse and dependent children with Blue Cross/Blue Shield Trust 15-Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or with equivalent coverage. The Employer shall pay the full cost of this coverage. New hires will be covered as provided for in the applicable insurance contract. The Employer will pay for only one insurance coverage per family. In the event an employee has a spouse working for the Township, one employee must take the cash option.

Effective January 1, 2006, the Employer will provide employees, their spouse and dependent children with Blue Care Network – MCARE Transition or equivalent coverage, and Care Choices HMO coverage with a premium cost as close to the cost of Blue Care Network – MCARE Transition as possible. To the extent possible consistent with this objective, the Care Choices HMO coverage shall have terms as close as possible to those of the Blue Care Network – MCARE Transition. The Employer shall pay the full cost of the Blue Care Network – MCARE Transition and Care Choices HMO coverage.

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In addition, one type of Blue Cross/Blue Shield Community Blue PPO insurance coverage shall be made available. Employees opting to take coverage under this policy shall pay the difference between the premium cost of Blue Care Network – MCARE Transition and the Blue Cross Community Blue PPO coverage. Descriptions of the terms of the various plans are set forth in Attachment A.

The Employer has the right to select or change carriers after discussion with the Union, provided that the coverage is equivalent to or better than Blue Care Network – MCARE Transition. New employees will be covered as provided for in the applicable insurance contract. The Employer will pay for only one insurance coverage per family.

Effective January 1, 2006, the Employer shall provide prescription drug coverage only through the Kroger Preferred 10/20/30 Plan. The terms of the coverage are as described in Attachment B to this Agreement.

36.2: Cash Option: An employee, after verifying to the Employer that he is covered by health insurance through his spouse, may elect not to participate in the health insurance plan currently offered to retirees.

1. In such event, employees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200) annually (prorated at \$100 per month) which shall be paid on the first pay in January for the previous year.
2. If an employee elects not to participate in the health insurance plan, he will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses health insurance coverage through his spouse, the retiree will be allowed to re-enter the employee health insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.
3. This cash option shall no longer be available to an employee once he reaches full Medicare eligibility. The cash option shall be prorated through the month the employee reaches full Medicare eligibility at a rate of \$100 per month.

36.3: Long Term Disability Insurance The Employer shall provide long-term sickness and accident benefits, subject to the carrier's terms and definitions and coordination of benefits provisions, as follows:

1. Disability - Due to non-duty related sickness or injury.
2. Elimination Period - The greater of the employee's sick time coverage or 180 days.
3. Maximum Benefit - Per insurance policy

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4. Monthly Benefit - 60% of wages not to exceed \$2,000 per month
5. Article 27 Worker's Compensation shall prevail during the period of supplementation for duty disability.

36.4: Retirees' Health Insurance

- A. Until January 1, 2006, the Employer shall provide future retirees, their spouse and dependent children with Blue Cross/Blue Shield Trust 15, Plus 15, MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider, or equivalent or better coverage. Should the retiree move out of the Trust 15, Plus 15 (PPO) coverage area, the above outlined insurance will convert to traditional Blue Cross/Blue Shield with MVF-1, Master Medical Option 5, ML Rider, and \$5.00 MAC, APDBP drug prescription rider.

Notwithstanding the language above, with respect to employees retiring effective January 1, 2006 or thereafter, the Employer will provide such retirees, their spouse and dependent children with prescription drug coverage only through the Kroger Preferred 10/20/30 Plan, Blue Care Network – MCARE Transition or equivalent coverage and Care Choices HMO coverage with a premium cost as close to the cost of Blue Care Network – MCARE Transition as possible. To the extent possible consistent with this objective, the Care Choices HMO coverage shall have terms as close as possible to those of the Blue Care Network – MCARE Transition. The Employer shall pay the full cost of the Blue Care Network – MCARE Transition and Care Choices HMO coverage. In addition, one type of Blue Cross/Blue Shield Community Blue PPO insurance coverage shall be made available. Employees opting to take coverage under this policy shall pay the difference between the premium cost of Blue Care Network – MCARE Transition and the Blue Cross Community Blue PPO coverage.

Should the retiree move out of the coverage areas of insurance provided to the retiree, the Employer will provide the retiree with Blue Cross/Blue Shield insurance coverage which is most comparable to the coverage provided by Blue Care Network – MCARE Transition. The Employer will pay 100% of the group rate for this coverage for employees who retire from the Employer with twenty-five (25) years of service. The Employer will pay 50% of the group rate for this coverage for employees who retire from the Employer with more than ten (10) years of service and who have attained age fifty-five (55). When the retiree reaches full Medicare eligibility, the Employer will assume the full cost of the Complimentary Medicare Two Plus One coverage.

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The Employer has the right to select or change carriers for retirees, their spouse and dependant children after discussion with the Union, provided that the coverage is equivalent to or better than Blue Care Network – MCARE Transition. The Employer will pay for only one insurance coverage per family.

The hospitalization and surgical insurance of a deceased retiree shall be continued for the retiree's spouse and dependent children. The hospitalization insurance coverage for the spouse shall continue until such as the spouse remarries, is eligible for health insurance through her employer or reaches full Medicare eligibility, whichever occurs first. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his employer, or is no longer considered a dependent by the insurance company, etc.), whichever occurs first.

- B. Retirees who must pay 50% of the hospitalization and surgical coverage group rate will pay such amount in advance on a quarterly basis. If payment is not received by the Township prior to the beginning of each quarter, the Township will mail a final request for payment of the retiree. Failure by the retiree to make full and complete payment each quarter within ten (10) days after the final request for payment is sent by the Township shall result in the retiree being dropped from the hospitalization and surgical coverage effective immediately. It is the responsibility of the retiree to insure that the Township is notified of his current address at all times.
- C. If there is a change in rates by the hospitalization and surgical insurance carrier, the Employer shall notify the retiree of said rate change and any adjustments necessary shall be made on the following quarterly payment.
- D. During all periods of time that a retiree or retiree's spouse is employed and said employer provides health insurance coverage which is equivalent to or better than the Township's coverage, the retiree or spouse must take said health insurance coverage and the retiree and spouse shall cease to be eligible for the Retiree Health Insurance program set forth above. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The Township's health insurance shall be considered the secondary insurance. Provided, however, that should the retiree or retiree's spouse cease to be covered by health insurance from an outside source, they shall again be eligible for the Retiree Health Insurance program set forth above.
- E. Retiree Dental Insurance: A retiree may purchase, at his option and at his expense, dental insurance coverage which is the same as that provided in Article 36, Section 36.6 of this agreement. The retiree shall pay the full cost of the premium for this coverage annually in advance. The retiree's payment must be received by the

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Canton Township Human Resources Division by check or bank money order payable to Canton Township, prior to the last Township work day of each year in order to ensure coverage for the following year. Failure to timely remit payment will result in the immediate cancellation of this coverage.

36.5: Retiree Cash Option: A retiree, after verifying to the Employer that he is covered by health insurance through his spouse, may elect not to participate in the health insurance plan currently offered to retirees.

1. In such event, retirees who elect not to participate in such plan shall be paid a sum of twelve hundred dollars (\$1,200) annually (prorated at \$100 per month) which shall be paid on the first pay in January for the previous year.
2. If a retiree elects not to participate in the health insurance plan, he will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if a retiree loses health insurance coverage through his spouse, the retiree will be allowed to re-enter the retiree health insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.
3. This cash option shall no longer be available to a retiree once he reaches full Medicare eligibility. The cash option shall be prorated through the month the retiree reaches full Medicare eligibility at a rate of \$100 per month.

36.6: Dental Insurance: The Employer will provide an 80/20 dental plan with a \$1,000.00 per year maximum per person, with a 50/50 orthodontic coverage with a \$1,000.00 lifetime maximum to age 19. The Employer reserves the right to select the insurance carrier, including self-insurance. The Employer shall pay for only one insurance coverage per family. In the event an employee has a spouse working for the Township, one employee must take the cash option.

36.7: Dental Cash Option: An employee, after verifying to the Employer that he/she is covered by dental insurance through his/her spouse, may elect not to participate in the dental insurance plan currently offered to employees in the bargaining unit.

- A. In such event, those employees who elect not to participate in such plan shall be paid a sum of one hundred twenty dollars (\$120.00) annually which shall be paid in monthly amounts.
- B. If an employee elects not to participate in the dental insurance plan he/she will not be allowed to re-enter the plan until the regular scheduled enrollment period. However, if an employee loses dental insurance coverage through his/her spouse, the employee will be allowed to re-enter the dental insurance plan offered by the Employer on the first day of the succeeding month after verifying said loss of coverage to the Employer.

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36.8: Liability Insurance: The Employer agrees to provide liability insurance which will protect the employee from any damage claim arising in and during the course of his/her duties, if such insurance is available in the market. If available, the Employer will furnish a copy of the insurance to the Union. The Employer reserves the right to participate in self-insurance programs.

36.9: Optical Program: The Employer agrees to an optical program whereby the employee, their spouse and dependent children may visit the optometrist or ophthalmologist of their choice for examination and corrective lenses. The Employer shall reimburse employees up to \$200 for an examination and/or accompanying corrective lenses. This shall be limited to one visit per eligible person every two (2) years. Employees shall be required to pay for the examination and lenses and shall be reimbursed by the Employer upon presentation of an itemized paid bill for the services rendered.

36.10: Hospitalization, Surgical Insurance Continuation – Killed in Line of Duty: The hospitalization and surgical insurance of an employee killed in the line of duty shall be continued for the employee's spouse and dependent children. The hospitalization insurance coverage for the spouse shall continue until such time as the spouse remarries. The insurance coverage for a dependent child shall continue until the child is eligible for other coverage (e.g. if mother remarries, through his employer, or is no longer considered a dependent by the insurance company, etc.) whichever comes first. Provided that the spouse has not remarried, upon the spouse reaching full Medicare eligibility, the Employer will assume the full cost of the Complementary Medicare Two Plus One coverage.

36.11: Employees hired after date of signing will be required to contribute 5% of their selected health care provider premium, dental insurance and prescription drug coverage. This will be in addition to paying the difference between Blue Care Network - MCare Transition and Blue Cross/Blue Shield Community Blue PPO.

ARTICLE 37- EMPLOYEE FITNESS ALLOWANCE

37.1: All employees shall have the option of participating in the Township's Physical Fitness Testing Program (PFT). The PFT shall be scheduled by the Township from May to October. Employees who successfully complete the PFT by meeting the minimum levels for their age/sex categories in all three (3) events shall receive a \$250 fitness allowance payment on the first pay period of November. Those who fail to successfully complete the test or who are excused from participation will receive no fitness allowance.

Participants shall be permitted to dress in comfortable, athletic-type clothing and wear running or athletic shoes.

Personnel on duty shall participate without loss of pay; personnel off duty shall not receive additional compensation.

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The physical fitness test shall consist of three (3) events; pushups with a two (2) minute time limit, setups with a two (2) minute time limit and a two (2) mile run.

- A. Pushups: Pushups shall be done with palms of the hands flat on the ground and toes on the ground; no other portion of the body will be permitted to touch the ground during the duration of the exercise period of two (2) minutes. The exercise will start with arms extended. The body will be lowered until the upper arm is horizontal or slightly below horizontal, it is not necessary to touch the chest, chin or any other portion of the body to the ground. The body will be raised back up until the arms are fully extended. The lowering of the body and raising back will constitute one (1) repetition. The exercise will have a two (2) minute duration.
- B. Sit-ups: Sit-ups shall be done with knees bent, hands locked behind the head, and the feet held down. The exercise will start with the participant lying with the upper body on the ground until the upper body is past the vertical, and then lower the upper body back to the ground. Raising the upper body from the starting position and return to the starting position shall constitute one (1) repetition. The exercise will have a two (2) minute duration.
- C. Run: The run shall consist of traversing a measured two (2) mile distance within a time period.
- D. Scoring: Minimum acceptable scores are as follows:

<u>Age</u>	<u>Pushups</u> <u>Men/Women</u>	<u>Sit-ups</u> <u>Men/Women</u>	<u>Run</u> <u>Men/Women</u>
18-25	40/18	40/27	17:55/22:14
26-30	38/15	38/25	18:30/22:29
31-35	33/14	36/23	19:10/24:04
36-39	32/13	34/21	19:35/25:34
40-45	30/12	32/19	20:00/26:00
46-50	28/11	30/17	21:00/27:00
51-55	26/10	28/15	22:00/28:00
56+	24/09	26/13	23:00/29:00

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ARTICLE 38 - BEREAVEMENT LEAVE

38.1: Bereavement Leave: Employees shall be entitled to bereavement leave with pay in event of death in the employee's immediate family as determined under paragraph 38.2.

- A. 5 calendar days if death occurs in local area.
- B. 7 calendar days if death occurs more than 250 miles from the Township.
- C. 5 calendar days for death of sister-in-law or brother-in-law.
- D. Additional time may be granted by the Public Safety Director or his designated representative in unusual or extenuating circumstances. Requests for additional time shall not be unreasonably denied.

38.2: An employee's immediate family shall include wife, husband, mother, mother-in-law, father, father-in-law, sister, brother, son, son-in-law, daughter, daughter-in-law, step-children, grandparents, grandparents-in-law, and, in event the employee was raised or living with a guardian or relative in the same household, such person shall be determined as a member of the employee's immediate family.

38.3 The employee may be required to furnish proof of the death and that he attended the funeral.

ARTICLE 39 - HOLIDAY PAY

39.1: Employees will be paid for the following holidays, subject to the requirements stated herein:

New Year's Day	Day after Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day
Veteran's Day	Good Friday
Thanksgiving Day	Employee's Birthday

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39.2: An employee must work his regularly scheduled full-time service day the day before and after a holiday to qualify for such pay, unless the employee is on medically certified and approved sick leave, vacation, or has been excused by the Public Safety Director or his designated representative.

39.3: Bargaining unit employees shall receive Holiday Pay for the actual days listed in Section 39.1 above.

39.4: All employees covered by this Agreement, excluding animal control officers, shall be paid an additional day's pay at their current rate of pay for each of the above mentioned twelve (12) holidays, in the first pay in November.

39.5: Those employees who are not employed by the Township on the date the holiday occurs, or who have failed to qualify under Section 39.2, shall not be entitled to Holiday Pay for that day.

39.6: Proration of Holiday Pay

In lieu of holiday pay as such, each employee will be granted a yearly lump sum payment equivalent to twelve (12) times his current daily rate of pay. This payment shall be made in the first pay of November of each year. In the event an employee does not work a full year then that employee's holiday pay shall be pro-rated on the following basis:

The payment shall be pro-rated into increments of one twelfth (1/12th). An employee is eligible for one (1) increment per month of completed service. A new employee hired prior to the 15th of a month will receive a full increment for that month. A new employee hired the 15th of a month or later will not receive an increment for that month. Conversely, an employee who leaves prior to the 15th of a month will not receive an increment for that month. An employee who leaves on the 15th of a month or later will receive a full increment for that month.

39.7: In order to insure adequate staffing on holidays, an employee who works on any of the below listed holidays will be paid at time and one-half for all hours worked.

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Veteran's Day	

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ARTICLE 40 – PAID TIME OFF

40.1: Paid Time Off Program (PTO) combines vacation, personal and non-medical verified sick days into a single benefit bank for compensation during an employee's time away from work.

40.2: The PTO period will be from January 1 to December 31 of each year.

40.3: The anniversary date of service, for the purpose of this article will be the employee's anniversary date with the Township.

40.4: Employees shall be eligible for PTO on the following basis:

A. Start to 48 months of service - one hundred eighty four (184) work hours per year (prorated from date of hire, fifteen point thirty-three (15.33) hours a month).

B. 49 months to 108 months of service - two hundred twenty-four (224) work hours per year (prorated eighteen point sixty-six (18.66) hours per month).

C. 109 months to 180 months of service - two hundred forty-eight (248) work hours per year (prorated at twenty point sixty-six (20.66) hours per month).

D. 181 months to 240 months of service - two hundred sixty-four (264) work hours per year (prorated at twenty-two (22) hours per month).

E. After 240 months of service - two hundred eighty-eight (288) work hours per year (prorated at twenty four (24) hours per month).

40.5: Selection for PTO shall be made by bargaining unit seniority. Personnel may bid for PTO thirty (30) days prior to the April 1 and October 1 shift selection dates. If such employee does not choose to bid for vacation at that time, seniority shall not prevail for the assignment of PTO.

40.6: If an employee becomes sick or disabled during his PTO, he may, upon notifying the Public Safety Director or his designated representative, and upon proper medical certification of the sickness or disablement at that time, charge the time off to his sick leave and have the period of sickness or disablement credited to his PTO time off and pay.

40.7: If a regular pay day falls during the time of an employee's scheduled paid PTO, he may receive his check before going on, PTO, provided he notifies the Township of such desire two (2) weeks prior to the time he goes on PTO.

40.8: Employees separated from the Department due to death or retirement shall be compensated in cash for all unused PTO accumulated at the regular rate of pay at the time of separation. An employee resigning will likewise be paid providing he gives a minimum of two (2)

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weeks written notice to the Public Safety Director of his intent to resign. Employees with less than one (1) year of service whose employment is terminated for any reason, or who resigns, are not entitled to any PTO benefits.

40.9: Employees may take PTO as earned. Carryover not to exceed one year's PTO accrual may occur only with the permission of the Public Safety Director. An employee may cash out no more than eighty (80) hours of unused PTO each year in the first pay of December.

40.10: PTO time, once approved, can be canceled only under the following circumstances:

- a) Emergency needs of the department.
- b) Once an employee has been assigned to a shift, he will not be arbitrarily or capriciously transferred to a different shift during the six-month period of the shift. However, this in no way infringes on the right of the Employer to make special, emergency, and/or temporary assignments based upon the operating needs of the Department.
- c) Once approved, scheduled PTO time cannot be replaced with any other available time off, with the exception of Section 40.6 regarding sick leave.

ARTICLE 41 - SICK TIME

41.1: Employees shall no longer accumulate sick days and there will be no payouts for unused sick time.

41.2: Sick Time: An employee shall receive full pay for time off work due to verifiable personal sickness or accident equal to a period of two (2) months for each completed year of service with Canton Township to a maximum of eighteen (18) months of coverage. The period of a leave of absence shall not count as service time with Canton Township for purposes of determining the amount of an employee's sick time coverage. Once an employee has utilized sick time benefits, the employee has lost those benefits, and additional sick time must be earned through time worked after the employee's return from sick time. Sick time shall not be counted as service time in rebuilding the employee's coverage. An employee with less than one completed year of service shall have the above supplemental coverage prorated on a quarterly basis so that after three months of completed service, the employee shall have two weeks of such coverage; after six months of completed service, the employee shall have four weeks of such coverage; and after nine months of completed service, the employee shall have six weeks of such coverage.

41.3: The Employer reserves the right to conduct reasonable investigations regarding an employee's use of sick time including requiring the employee to be examined by a physician of the Employer's choosing. The Employer shall pay the fees for said examination.

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41.4: When it has been determined that an employee has violated the spirit and intent of the Sick Time policy, the employee shall be subject to the following provisions:

- A. All payments for Sick Time taken in violation of its approved uses shall be ordered reimbursed or deducted from the employee's future earnings.
- B. Violation of the Sick Time policy shall be grounds for disciplinary action, up to and including discharge.

41.5: At the discretion of the Public Safety Director, an employee may be required to take a physical or mental exam. The cost will be absorbed by the Employer and the time and place may be designated by the Employer.

41.6: An employee who is receiving sick time benefits from the Employer shall not work for any other employer without the express written permission of the Employer.

41.7: An employee off on sick time for more than one calendar week shall automatically be reassigned to a Monday through Friday eight hour shift. However, in the case of an employee working a 12-hour shift, that employee will not be switched to a 40 hour work week until the following pay period in which he/she went off sick. Accordingly, the employee will be put back on a 12-hour shift rotation at the end of the payroll cycle.

41.8: An employee requesting sick time for psychological or stress reasons must provide proof that he is currently under the care of a licensed clinical psychologist or psychiatrist.

41.9: In order for an employee to receive pay for time lost due to sickness and accident under the provisions of Article 41, the medical certification the employee must provide the Township must include, at a minimum, the following information:

- a) The date(s) the employee was seen by the medical treater.
- b) A statement indicating the employee was treated for either (a) personal illness, (b) injury or (c) some other medical condition.
- c) The date(s) the employee was unable to work.
- d) The date, on which the employee is cleared to return to work, including any work restrictions.

An employee diagnosed with a contagious or other condition which poses a risk to the health and safety of the employee or other persons, with whom the employee may come in contact in the performance of his duties, shall immediately notify his supervisor.

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If an employee is being treated for psychological or stress reasons, the requirements of Section 41.9 above will continue to apply.

41.10: Where an employee has been placed off work on a scheduled sick leave by a physician, such employee shall be prohibited from performing any work functions until the conclusion of the sick leave, or if the physician returns the employee to work earlier.

This has no binding effect on any other compensation issues and is not, nor shall be considered precedent.

ARTICLE 42 - OFF DUTY WEAPONS

42.1: The Township of Canton and the Police Officers Association of Michigan agree that employees in the bargaining unit will not be required to carry guns during their off-duty hours.

ARTICLE 43 - DETECTIVE BUREAU

43.1: Detectives will be on call on a one (1) week rotating basis. When a detective is on call for their assigned week, they will receive sixteen (16) hours of administrative time as compensation for being on call for one (1) week. Such time shall be taken as straight compensatory time or bought out at straight time. Detectives who are assigned on call status will be required to report on duty when called in a timely manner. When a detective is assigned on call duty for the week, they will be able to drive their assigned work car to and from work and for call back purposes.

ARTICLE 44 - FIELD TRAINING OFFICER/COMMUNICATIONS TRAINING OFFICER

44.1: Police Officers, while performing the duties of Field Training Officer (FTO), will be compensated at three (3) hours of straight administrative time (straight comp time) for each training day that is spent training a probationary officer in a training phase and for each training day that is spent training an officer returning from a special assignment.

Any days where less than twelve (12) hours is spent training by the FTO in a training phase, shall be compensated as follows:

- 4 completed hours of training – 1 hour straight comp time
- 8 completed hours of training – 2 hours straight comp time
- 12 completed hours of training – 3 hours straight comp time

The Employer shall schedule the shift of probationary officers in the FTO program in its sole and exclusive discretion.

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44.2: Public Safety Service Officers, while performing the duties of Communications Training Officer (CTO), will be compensated at one and a half (1 ½) hours of straight administrative time for each training day that is spent training a new PSSO in a training phase. Such time shall be taken as straight compensatory time or bought out at straight time.

Any days where less than twelve (12) hours is spent training by the CTO in a training phase, shall be compensated as follows:

Up to four (4) hours of training:	½ hour straight comp time
Over four (4) to eight (8) hours of training:	1 hour straight comp time
Over eight (8) to twelve (12) hours of training:	1 ½ hours straight comp time

ARTICLE 45 - MOTORCYCLE OFFICER

45.1: Selected motorcycle trained officers shall be assigned to the Selective Enforcement Unit and shall be assigned to work an 8.5 hour shift schedule.

45.2: Scheduled hours shall be adjusted so that each assigned officer will work no more than 2080 hours during a calendar year.

45.3: Time and one-half will be paid for time worked over 8.5 hours a day.

45.4: In switching to an 8.5 hour shift schedule, all time referred to the contract shall be converted on an hour for hour basis.

45.5: While employees are working the 8.5 hour shift schedule, the Employer shall have the right, in its sole and exclusive discretion, to reschedule employees with a 72 hour notice, specifically for training, special events and court.

45.6: The Employer also has the right to approve or deny an employee's request for time off.

45.7: Employees shall continue to be paid Holiday Pay at the employee's straight time rate of pay x 8 hours x 12 holidays pursuant to Article 38 of the contract.

ARTICLE 46 - CANINE OFFICER

46.1: The Employer shall have the discretion to establish the position of Canine Officer.

46.2: An Officer assigned to the position of Canine Officer will be scheduled to work a 12-hour shift. The hours of work shall be determined by the Patrol Division Commander on a flex-time basis.

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EFFECTIVE July 1, 2008 to JUNE 30, 2011**

46.3: On a scheduled work day the Canine Officer will work 11 hours and 30 minutes with the last 30 minutes of the 12 hours spent in care, maintenance and training of the canine. All care, maintenance and training of the canine shall be done on duty, unless overtime is authorized by the Unit Commander. The Department will maintain the right to reassign days off in lieu of overtime for training of the canine on off duty days.

46.4: On the Canine Officer's non-working days, the officer shall be expected to spend thirty (30) minutes per day in the care, maintenance or training of the assigned canine, and shall be compensated for said thirty (30) minutes at one and one-half (1 ½) times his regular rate.

46.5: The parties believe and expect that the times for care, maintenance and training of the assigned canine set forth above will constitute all of the time required or needed to be spent by the Canine Officer in the connection with these duties. Any Officer assigned to the duties of Canine Officer will be expected to review and execute a Letter of Agreement identical to this Article. In the event that a Canine Officer is required to spend any additional time in the care, maintenance or training of an assigned canine beyond that set forth in this Article, the Canine Officer will immediately notify the Unit Commander of this fact and of the amount of additional time spent by him/her in these duties, and the reason why additional time was required.

46.6: Canine Officers assigned as of January 1, 1997 shall reside within a distance that will allow them to respond to Township boundaries within a reasonable period of time of the call back.

46.7: Canine officers will be issued the following equipment:

- Three (3) pairs of BDU pants
- Three (3) long sleeve BDU shirts
- Three (3) short sleeve BDU shirts
- Hat - BDU cover
- Coat - Blauer - Black reflective w/matching pants
- Extra pair black insulated boots

The Department will provide the following:

- Kennel
- Food
- Equipment required for program
- Payment of veterinary bills, including yearly checkup
- Boarding when canine officer is on vacation

46.8: The Canine Officer's hourly rate of pay shall be the same as that of the hourly rate of a Patrol Officer in the Police Department.

CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011

ARTICLE 47 - NEW JOBS OR POSITIONS

47.1: Whenever a new job or position is created that has not been previously performed by the employees in this bargaining unit, the Union will be notified of the job or position, its classification and rate. These will be considered as temporary for a period of ninety (90) days. As soon as possible after the creation of any new position, negotiations shall commence, and it need be, continue for thirty (30) days. If, as a result of negotiations, the classification and rate have been agreed upon, the job shall become a permanent one. If no agreement is reached after thirty (30) days, the matter shall be processed through the grievance procedure commencing with the step before arbitration.

ARTICLE 48 - TUITION REIMBURSEMENT

48.1: Purpose and Scope:

This program is offered to encourage employees to improve their job skills, to increase their value to the Canton Public Safety Department and to assist them in preparing for advancement with the Township.

The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training.

The Tuition Reimbursement program shall be limited to the following:

All local community colleges
Eastern Michigan University
Wayne State University
Madonna University

Attendance at other colleges and universities may be approved for tuition reimbursement, but the Township will only pay up to the average cost per credit hour of Eastern Michigan, Wayne State and Madonna.

48.2: General Provisions - The following provisions are established to govern the administration of the Tuition Reimbursement Program:

- (1) Application for Tuition Reimbursement may be made by any employee who has completed his probationary period.
- (2) If an employee is receiving funds for the same course from any other source (e.g. internship, work study, independent study, GI Bill, scholarships, vocational rehabilitation, grant, etc.) the employee shall sign that check over to the Charter

CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011

Township of Canton in order to be eligible for this Tuition Reimbursement Program.

- (3) An application shall be approved for course work directly related to the employee's job, including the following areas: Criminal Justice, Law Enforcement, Public Administration, Business Administration, Management, Psychology or Sociology. Applications for course work in other areas, or applications for course work above a Master's Degree may be approved by the Public Safety Director on a case-by case basis. Factors to be considered by the Public Safety Director in making this decision include benefit to the organization, cost and need.
- (4) Reimbursement shall be made only for course work completed at accredited colleges and universities (North Central accreditation)
- (5) Reimbursement shall be according to the following schedule:

100% reimbursement for courses completed with "C" or higher or numerical equivalent (2.0 Grade Point or above).

0% reimbursement for courses with a grade less than "C" (below 2.0 grade point)

0% reimbursement for courses not completed (e.g. drop, incomplete, audit, withdrawal).
- (6) Employees must submit an official school transcript showing the final grade received.
- (7) Expenses for books, lab fees and registration will be eligible for reimbursement. Other expenses such as parking fees, mileage, etc. will not be eligible for reimbursement.
- (8) Applicant shall attend classes on his/her own time and without compensation from the Township.
- (9) An employee must have prior approval for a course to receive reimbursement.
- (10) The employee shall be required to refund all money received under the program in the event the employee separates from the Township service within a three year period subsequent to completion of the course. Payment shall be in one lump sum to be deducted from the employee's final paycheck or reimbursed forthwith by the employee upon termination of employment with the Township.
- (11) An employee must apply for reimbursement within thirty (30) calendar days of receipt of the final grade in the course.

CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011

48.3: Tuition Reimbursement Program Procedures

- (1) An employee who wishes to apply for tuition reimbursement from the Township shall obtain an application form from his department. This application form must be completed by the employee and submitted to the Director of Public Safety for approval.
- (2) The application will be reviewed by the Director. The form, approved or denied, will be sent back to the employee to proceed with registration for the course(s).
- (3) The employee will pay for the tuition and all other expenses, and then present a purchase order request along with the paid receipt for all costs to the Director's office. A Township check will be made out to the employee for the correct amount within 10 working days of submission of the receipt. Reimbursement for books may be obtained at a later date following the same procedure.
- (4) Exception to this procedure is a third party program, such as provided by Madonna College. In this instance:
 - A. The employee will fill out the Request for Training application from along with the scheduled classes and tuition costs from the college.
 - B. After approval, the Director's office will then fax a letter to the college confirming that payment will be made by the Township.
 - C. The college will then forward the tuition bill directly the Township for payment.
- (5) The applicant shall attend classes on his/her own time and without compensation from the Township.

ARTICLE 49 – SPECIAL ASSIGNMENTS

49.1: It is hereby understood and agreed by and between the Charter Township of Canton and the Police Officers Association of Michigan that all bargaining unit employees will be assigned to work an 84 hour pay period. The extra four hours per pay period will be compensated at straight time. Employees will work with their unit command to determine a work schedule. Final determination of the work schedule will be at the discretion of the unit command.

CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011

ARTICLE 50 – POLICE OFFICER – 12 HOURS SHIFTS
PUBLIC SAFETY SERVICE OFFICERS

It is hereby understood and agreed by and between the Charter Township of Canton and the Police Officers Association of Michigan that:

1. Employees shall be assigned to work a 12 hour shift schedule.
2. Either party may, by written notice to the other party, terminate the 12 hour shift schedule. In such a case the employees would be returned to an 8 hour shift schedule beginning one year from the date of said written notice.
3. On the 12 hour shift schedule, shift hours shall be 0700 hours to 1900 hours, 1900 hours to 0700 hours, and 1500 hours to 0300 hours. Employees may bid for a shift pursuant to Article 21, Section 21.4C of the contract. In addition, the employer shall have the exclusive right to assign employees to a specific platoon on a shift.
4. In switching to a 12 hour shift all time referred to in the contract shall be converted on an hour for hour basis, except as otherwise provided for in this letter of agreement.
5. While employees are working the 12 hour shift schedule the employer shall have the right in its sole and exclusive discretion to reschedule employees with a seventy-two hour notice, specifically for training, special events, and court. The employer also has the right to approve or deny an employee's request for time off.
6. Employees shall continue to be paid Holiday Pay at the employee's straight time rate of pay x 8 hours x 12 holidays pursuant to Article 39 of the contract.
7. Employees who work 12 hour shift shall receive four (4) hours of compensatory time at straight time for that pay period.
8. Employees who work the 12 hour shift shall receive 1-1/2 rate of their pay for all time worked over 12 hours.
9. Special assignments shall not necessarily be governed by this Article.
10. The 12 hour shift shall be defined as stipulated in Appendix C -12 hour schedule.
11. Employees assigned to an 8 hour work day will be compensated as follows:
 - A. Time and one half (1-1/2) will be paid for time worked over eight (8) hours per day.
 - B. Time and one half (1-1/2) will be paid for time worked over forty (40) hours per week.

CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011

ARTICLE 51– SAVINGS CLAUSE

51.1: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Township, the Union, and the employees in the bargaining unit, and in the event that any provisions of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

51.2: This Agreement shall be binding on successor and assigns of both parties regardless of changes in management, consolidation, merger, transfer, annexation and location. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any geographic alternations.

ARTICLE 52- MAINTENANCE OF CONDITIONS

52.1: Wages, hours and conditions of employment in effect at the execution of this Agreement shall, except as changed or modified herein, be maintained during the term of this Agreement.

52.2: There will be no unilateral implementation of a mandatory subject of bargaining until it is negotiated as required by law, including Act 312.

ARTICLE 53 - DURATION AND TERMINATION

53.1: This Agreement constitutes the entire written agreement between the parties and shall remain in full force from and after date hereof until June 30, 2011.

53.2: Either party shall give written notice to the other party sixty (60) days prior to June 30, 2011 of its desire to terminate or modify this Agreement. If no notice is given by either party, this Agreement shall remain in effect.

53.4: Upon receiving such notice, the other party shall within fourteen (14) days after receipt of notice, arrange a meeting for the purpose of discussing changes in the Agreement.

54.4: In the event negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

**CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011**

**APPENDIX A
WAGES**

POLICE OFFICER

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
Effective 7/1/2008	\$39,346	\$47,609	\$53,478	\$59,344	\$65,212
Effective 7/1/2009	\$40,330	\$48,799	\$54,815	\$60,828	\$66,843
Effective 7/1/2010	\$41,136	\$49,775	\$55,911	\$62,045	\$68,180

PSSO

	<u>Start</u>	<u>After 1 year</u>	<u>After 2 years</u>	<u>After 3 years</u>	<u>After 4 years</u>
Effective 7/1/2008	\$37,458	\$39,125	\$42,128	\$45,132	\$48,137
Effective 7/1/2009	\$38,394	\$40,103	\$43,181	\$46,260	\$49,340
Effective 7/1/2010	\$39,162	\$40,905	\$44,045	\$47,185	\$50,327

A PSSO promoted to Police Officer shall start at the Police Officer pay step which will give the PSSO an increase over their PSSO wage rate.

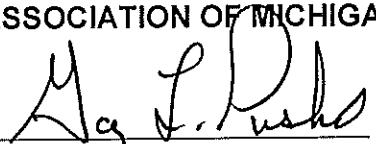
The parties agree to negotiate regarding wages for Animal Control Officer, Police Cadet and Police Corporal should these positions be filled in the future.

Retroactivity


Retroactivity applies only to those employees who are employed by the Employer on the date this collective bargaining agreement is ratified by both parties.

CHARTER TOWNSHIP OF CANTON/POAM
EFFECTIVE July 1, 2008 to JUNE 30, 2011

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN:



Gary Pusheeé, Business Agent

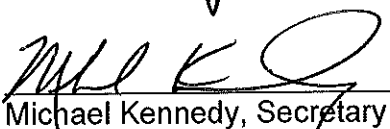
FOR THE TOWNSHIP OF CANTON:


Phil LaJoy, Supervisor

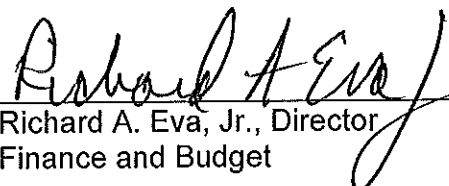

Terry Bennett, Clerk

FOR THE LOCAL ASSOCIATION:


David Boljesic, President


Michael Kennedy, Secretary


Thomas Champagne, Treasurer


Richard A. Eva, Jr., Director
Finance and Budget

APPENDIX B


LETTER OF UNDERSTANDING
RETIREE HOSPITALIZATION INSURANCE

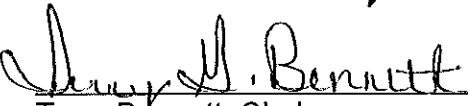
It is hereby understood and agreed by and between the Charter Township of Canton and the Police Officers Association of Michigan that the Township shall pay 100% of the group rate for the retiree hospitalization insurance as described in Article 36, Section 36.4 of the collective bargaining agreement for Michael Quinn, provided he retires from the Township with a least fifteen (15) years of service and have attained at least age fifty-five (55) at the time of retirement

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

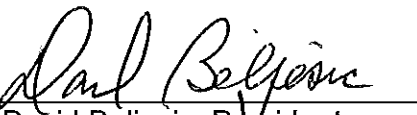

Gary Pusheé, Business Agent

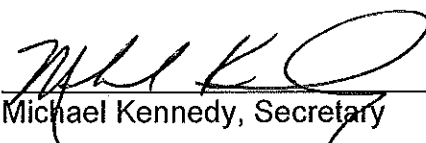
FOR THE TOWNSHIP OF CANTON


Phil LaJoy, Supervisor

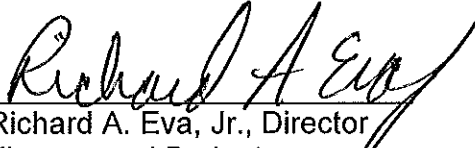

Terry Bennett, Clerk

FOR THE LOCAL ASSOCIATION:


David Boljesic, President


Michael Kennedy, Secretary


Thomas Champagne, Treasurer


Richard A. Eva, Jr., Director
Finance and Budget

APPENDIX C

4 PLATOON SYSTEM (12 HR. SHIFT)

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
F S S M T W T F S S M T W T F S S M T W T F S S M T W T F S S

PLATOON "A"

(9A-9P)

SERGEANT	* * *	* *	* *	* *	* * *	* *	* *	* *	* *
CORPORAL	* * *	* *	* *	* *	* * *	* *	* *	* *	* *
POLICE OFFICER	* * *	* *	* *	* *	* * *	* *	* *	* *	* *
POLICE OFFICER	* * *	* *	* *	* *	* * *	* *	* *	* *	* *
POLICE OFFICER	* * *	* *	* *	* *	* * *	* *	* *	* *	* *
POLICE OFFICER	* * *	* *	* *	* *	* * *	* *	* *	* *	* *

PLATOON "B"

(9A-7P)

SERGEANT	* *	* * *	* *	* *	* *	* * *	* *
SERGEANT	* *	* * *	* *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *

BOOSTER "1"

(3P-3A)

POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *
POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *
POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *

BOOSTER "2"

(3P-3A)

POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* *	* * *	* *

BOOSTER "3"

(9A-5P)

	*	* * * * *	* * * * *	* * * * *	* * * * *
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PLATOON "C"

(7P-7A)

SERGEANT	* * *	* *	* *	* * *	* *	* *	* * *
CORPORAL	* * *	* *	* *	* * *	* *	* *	* * *
POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *
POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *
POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *
POLICE OFFICER	* * *	* *	* *	* * *	* *	* *	* * *

PLATOON "D"

(7P-7A)

SERGEANT	* *	* * *	* *	* *	* * *	* *
SERGEANT	* *	* * *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* * *	* *
POLICE OFFICER	* *	* * *	* *	* *	* * *	* *

PRIORITY HEALTH
priorityhealth.com
PRIORITYHMOSM SUMMARY OF BENEFITS 100% HOSPITAL PLAN
Canton Township
7/1/2008

The following information is provided as a summary of benefits available under your Priority Health plan. This summary is not a substitute for your Certificate of Coverage and Schedule of Copayments and Deductibles. **It is not a binding contract.**

Limitations and exclusions apply to benefits listed below. Coverage for services is based on Medical / Clinical necessity as determined by Priority Health's Medical Department. A complete listing of covered services, limitations and exclusions is contained in the Certificate of Coverage, Schedule of Copayments and Deductibles and any applicable riders issued to you. You may request a copy of the Certificate of Coverage from Priority Health's Customer Service Department at 616 942-1221 or 800 446-5674 or on-line at priorityhealth.com. Contact Priority Health's Customer Service Department if you have questions about your benefits or coverage.

Copayment = Member pays

% Coverage = Priority Health pays

Basic Benefits

Physician's Services	
Primary Care Provider (PCP) Office Visit (services provided by a PCP and other Participating Physician during an office visit for health maintenance and preventive care, such as a routine physical, or for the diagnosis and treatment of a covered illness or injury)	\$25 Copayment per visit
Specialist Office Visit (referral care provided by a Participating Physician other than your PCP and prior approval from Priority Health if necessary)	\$25 Copayment per visit
Routine Pre and Post-natal Care	\$25 Copayment per visit. Maximum Copayment of \$60 per pregnancy.
Allergy Care	100% Coverage for injections and serum. Applicable office visit Copayment may apply for testing.
Outpatient Services	
Diagnostic Laboratory and X-Ray	100% Coverage
Chemotherapy	100% Coverage
Radiation Therapy	100% Coverage
Hemodialysis	100% Coverage
Rehabilitative Medicine Services	
Physical and Occupational Therapy (including spinal manipulation)	\$25 Copayment up to a benefit maximum of 50 visits per Contract Year.
Speech Therapy	\$25 Copayment up to a benefit maximum of 50 visits per Contract Year.
Cardiac Rehabilitation and Pulmonary Rehabilitation	\$25 Copayment up to a benefit maximum of 50 visits per Contract Year.

Note: If the above outpatient services are performed and processed in a physician's office, the office visit Copayment applies.

Hospital Services	
Inpatient Services (semi-private room and intensive care, surgery and all related surgical services, ancillary services while inpatient) Note: Non-emergency inpatient hospital admissions, other than for normal labor and delivery, must be approved in advance by Priority Health.	100% Coverage
Inpatient Hospital Professional Services	100% Coverage
Outpatient Surgery at Hospital or Ambulatory Center (surgery and all related surgical services)	100% Coverage Prior approval is required for certain radiology examinations.
Outpatient Hospital Professional Services	100% Coverage

SUMMARY OF BENEFITS HMO 100% HOSPITAL PLAN

Hospital Services (continued)	
Certain Surgeries and Treatments (Physician fees only) Bariatric surgery* (limit one per lifetime) Reconstructive surgery: blepharoplasty of upper lids, breast reduction, panniculectomy*, rhinoplasty*, septorhinoplasty and surgical treatment of male gynecomastia Skin Disorder Treatments: Scar revisions, keloid scar treatment, treatment of hyperhidrosis, excision of lipomas, excision of seborrheic keratoses, excision of skin tags, treatment of vitiligo and port wine stain and hemangioma treatment. Varicose veins treatments Sleep apnea treatment procedures*	Physician fees are Covered at 50% of the first \$2,000.00 for each certain surgery or treatment, 100% thereafter. If applicable, any hospital services Copayment also applies. *Prior approval required for bariatric surgery, panniculectomy, rhinoplasty and sleep apnea treatment procedures.
Emergency Medical Care (in or out of the service area)	
Hospital Emergency Room	\$75 Copayment per visit (waived if admitted)
Urgent Care Center	\$35 Copayment per visit
Physician's Office	\$25 Copayment per visit
Ambulance (land or air)	\$75 Copayment
Family Planning/Infertility Services	
Vasectomy	100% Coverage when performed in a provider's office or when in connection with other covered inpatient or outpatient surgery.
Tubal Ligation	
Professional Fees	100% Coverage
Outpatient	100% Coverage
Inpatient	100% Coverage only when performed in connection with delivery or other covered inpatient surgery.
Infertility counseling and treatment of underlying cause of infertility	50% Coverage. Prescription drugs for infertility treatment covered only with prescription drug rider.
Mental Health/Substance Abuse Services	
Note: All Mental Health and Substance Abuse services must be approved in advance by our Behavioral Health Department 616 464-8500 or 800 673-8043. Treatment may be covered as deemed clinically necessary by our Behavioral Health Department.	
Inpatient Mental Health Services	100% Coverage. Maximum 20 days per Contract Year.
Outpatient Mental Health Services	\$20 Copayment. Maximum 20 visits per Contract Year. (\$10 Copayment per group therapy visit – two group therapy visits counts as one outpatient visit.)
Substance Abuse Inpatient Days	100% Maximum of 30 inpatient days. The State of Michigan minimum annual benefit remains in effect for intermediate and outpatient services.
Outpatient Substance Abuse Services	\$20 Copay 35 visits
Other Services	
Durable Medical Equipment	100% Coverage
Prosthetics & Orthotics	50% Coverage
Skilled Nursing, Subacute, Inpatient Rehabilitation and Hospice Facility	100% Coverage 45 days
Home Health Care	Covered in full.
Temporomandibular Joint Syndrome (TMJS)	50% Coverage
Orthognathic Surgery	50% Coverage

Eligibility Information

Dependent Children	Covered until the end of the year in which dependent turns age 19. Additionally, covered between the ages of 19 and 25 if dependent is a full-time student, until dependent is no longer a full-time student or reaches the age of 25.
Early Retiree Coverage	Available
65+ Retiree Coverage	Available

Community BlueSM PPO

Benefits-at-a-Glance Prepared for Canton Township

Plan 3

In-Network

Out-of-Network

Preventive Services – Limited to \$250 per calendar year

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% • 6 visits per year through age 1 • 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered

Mammography

Mammography Screening	Covered – 80% after deductible	Covered – 60% after deductible
	One per calendar year, no age restrictions	

Physician Office Services

Office Visits	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 80% after deductible	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 60% after deductible, must be medically necessary

Emergency Medical Care

Hospital Emergency Room – approved diagnosis	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 80% after deductible	Covered – 80% after deductible

Diagnostic Services

Laboratory and Pathology Tests	Covered – 80% after deductible	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 80% after deductible	Covered – 60% after deductible
Radiation Therapy	Covered – 80% after deductible	Covered – 60% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – 100%, includes care provided by a Certified Nurse Midwife	Covered – 60% after deductible, includes care provided by a Certified Nurse Midwife
Delivery and Nursery Care	Covered – 80% after deductible, includes delivery provided by a Certified Nurse Midwife	Covered – 60% after deductible, includes delivery provided by a Certified Nurse Midwife

Hospital Care

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 80% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 80% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 80% after deductible	Covered – 60% after deductible

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 80% after deductible	Covered – 80% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar maximum which is adjusted annually by the state	
Home Health Care	Covered – 80% after deductible	Covered – 80% after deductible
	Unlimited visits	

Surgical Services

Surgery – includes related surgical services	Covered – 80% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 80% after deductible	Covered – 60% after deductible

In-Network

Out-of-Network

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 80% after deductible	Covered – in designated facilities only
	Up to \$1 million maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 80% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 80% after deductible	Covered – 60% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	

Other Services

Allergy Testing and Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 80% after deductible	Covered – 80% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 80% after deductible	Covered – 60% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 80% after deductible	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 80% after deductible	Covered – 80% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not Covered	Not Covered

Deductible, Copays & Dollar Maximums

Deductible	\$250 per member, \$500 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$500 per member, \$1,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	20% for general services, waived if service is performed in a PPO physician's office , and 50% for mental health care, substance abuse care and private duty nursing *	40% for general services and 50% for mental health care, substance abuse care and private duty nursing * Note: Services without a network are covered at the in-network level
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	\$1,000 per member, \$2,000 family per calendar year	\$3,000 per member, \$6,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$5 million lifetime per member for all covered services and as noted above for individual services	

* **Note:** If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Blue Care Network

Benefits-at-a-Glance

July 2008

HMO

This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan. **Services must be provided or arranged by member's primary care physician or health plan.**

Preventive Services

Health Maintenance Exam	Covered – \$25 copay
Annual Gynecological Exam	Covered – \$25 copay
Pap Smear Screening – laboratory services only	Covered – Office visit copay may apply per member, per visit
Well-Baby and Child Care	Covered – \$0 copay for well child visits through age 6; Over age 6, \$25 copay per visit
Immunizations – pediatric and adult	Covered – Office visit copay may apply per member per visit
Prostate Specific Antigen (PSA) Screening – laboratory services only	Covered – Office visit copay may apply per member per visit

Mammography

Mammography Screening	Covered – Office visit copay may apply per member, per visit
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Physician Office Services

Office Visits	Covered – \$25 copay
Consulting Specialist Care – when referred	Covered – \$25 copay

Emergency Medical Care

Hospital Emergency Room – copay waived if admitted, inpatient hospital copays apply	Covered – \$100 copay
Urgent Care Center	Covered – \$30 copay
Ambulance Services – medically necessary	Covered – 100%, ground and air services

Diagnostic Services

Laboratory and Pathology Tests	Covered – Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Covered – Office visit copay may apply per member, per visit
Radiation Therapy	Covered – Office visit copay may apply per member, per visit

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – \$25 copay first initial visit only; thereafter, no copay
Delivery and Nursery Care	Covered – 100%

Hospital Care

Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – \$250 per admission up to \$750 per member, \$1,000 per family per calendar year; unlimited days
Outpatient Surgery – see member certificate for specific surgical copay	Covered – 100%

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% , up to 45 days per member per calendar year
Hospice Care	Covered – 100%
Home Health Care	Covered – 100%

Surgical Services

Surgery – includes all related surgical services and anesthesia – see member certificate for specific surgical copays	Covered – 100%
Voluntary Sterilization	Covered – 100% on all associated costs
Human Organ Transplants	Covered – 100%; subject to medical criteria

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered – 100%, up to 45 days per calendar year; renewable 60 days out
	Substance Abuse Care: Covered – 100%, one program per 12-month period
Outpatient Mental Health Care	Covered – \$15 copay, up to 20 visits per calendar year
Outpatient Substance Abuse Care	Covered – \$15 copay, up to 20 visits per calendar year

Other Services

Allergy Testing and Therapy	Covered – 100%
Chiropractic Spinal Manipulation – when referred	Covered - \$15 copay
Outpatient Physical, Speech and Occupational Therapy	Covered – 100%, limited to 60 consecutive days per episode per year for a combination of therapies; subject to significant improvement within 60 days
Infertility (excluding In-vitro fertilization)	Covered – 50% for consultation, diagnostic testing and treatment when authorized by BCN
Durable Medical Equipment	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%
Weight Reduction Procedures	Covered – \$1,000 copay on all associated costs
Elective First Trimester Termination	Covered – 100%, one procedure every 24 months
Hearing Aid	One hearing exam and one hearing aid prescription every 36 months. Office visit copay may apply
Prescription Drugs	Not Covered

Deductible, Copays and Dollar Maximums

Deductible	None
Copays	
• Fixed Dollar Copay	\$25 for office visits, \$15 for outpatient mental health and outpatient substance abuse; \$30 for urgent care visits, \$100 for emergency room visits, \$250 for inpatient hospital admission, and \$1,000 for weight reduction procedures
• Percent Copay	50% for services listed above
Copay Dollar Maximums	
• Fixed Dollar Copay	\$750 per member, \$1,000 per family for inpatient hospital admission
• Percent Copay	None

Blue Care Network

Benefits-at-a-Glance for Township of Canton

Blue Elect Self Referral Option

This is intended as an easy-to-read summary. It is not a contract. An official description of benefits is contained in applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Preventive Services	Maximum Benefits	More Choices
	Services provided or referred by BCN's Primary Care Physician (Tier 1)	Self refer to any of BCN's network providers* (Tier 2)
Health Maintenance Exam	Covered – \$15 copay	Covered – 80% after deductible
Annual Gynecological Exam	Covered – \$15 copay	Covered – 80% after deductible
Pap Smear Screening – laboratory services only	Covered – Office visit copay may apply per member, per visit	Covered – Office visit copay may apply per member, per visit
Well-Baby and Child Care	Covered – \$15 copay	Covered – 80% after deductible
Immunizations – pediatric and adult	Covered – Office visit copay may apply per member, per visit	Covered – 80% after deductible
Prostate Specific Antigen (PSA) Screening – laboratory services only	Covered – Office visit copay may apply per member, per visit	Covered – Office visit copay may apply per member, per visit

Mammography

Mammography Screening	Covered – Office visit copay may apply per member, per visit	Covered – 80% after deductible
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Physician Office Services

Office Visits	Covered – \$15 copay	Covered – 80% after deductible
Consulting Specialist Care	Covered – \$15 copay (when referred)	Covered – 80% after deductible

Emergency Medical Care

Hospital Emergency Room – copay waived if admitted, inpatient hospital copays apply	Covered – \$75 copay	Covered – \$75 copay
Urgent Care Center	Covered – \$35 copay	Covered – \$35 copay
Ambulance Services – medically necessary	Covered – 100%, ground and air services	Covered – 100%, ground and air services

Diagnostic Services

Laboratory and Pathology Tests	Covered – Office visit copay may apply per member, per visit	Covered – Office visit copay may apply per member, per visit
Diagnostic Tests and X-rays	Covered – Office visit copay may apply per member, per visit	Covered – 80% after deductible
Radiation Therapy	Covered – Office visit copay may apply per member, per visit	Covered – 80% after deductible

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	Covered – \$15 copay	Covered – 80% after deductible
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible

Hospital Care

Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 100% when authorized, unlimited days	Covered – 80% after deductible when authorized, unlimited days
Outpatient Hospital Services	Covered – 100% when authorized	Covered – 80% after deductible when authorized

***Note** – Under Tier 2 Coverage, you have the option of self referring to a Non-Panel Provider within the State of Michigan. However, you will be responsible for any amount charged by a Non-Panel Provider (i.e. DME, Mental Health, Lab, etc...) that exceeds the BCN Approved Amount except for inpatient hospital services.

Maximum Benefits
Services provided or referred by BCN's
Primary Care Physician (Tier 1)

More Choices
Self refer to any of BCN's network
providers* (Tier 2)

Alternatives to Hospital Care

Skilled Nursing Care	Covered – 100% when authorized Up to 45 days per calendar year	Covered – 80% after deductible when authorized
Hospice Care	Inpatient – Covered under skilled nursing facility benefit Outpatient – Covered under home care benefit	Inpatient – Covered under skilled nursing facility benefit Outpatient – Covered under home care benefit
Home Health Care	Covered – \$15 copay when authorized	Covered – 80% after deductible when authorized

Surgical Services

Surgery – includes all related surgical services and anesthesia – see member certificate for specific surgical copays	Covered – 100% when authorized	Covered – 80% after deductible when authorized
Voluntary Sterilization	Covered – 50% on all associated costs	Covered – 50% after deductible on all associated costs
Human Organ Transplants	Covered – 100%, subject to medical criteria	Covered – 80% after deductible, subject to medical criteria

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care and Substance Abuse Care	Mental Health Care: Covered – 75% when authorized Limited to 30 days per calendar year, up to an annual copayment maximum of \$1 000 per member, \$2000 per contract	Mental Health Care: Covered – 75% when authorized
	Substance Abuse Care: Covered – 50% when authorized Limited to one program of treatment in any 12 month period, combined with outpatient substance abuse	Substance Abuse Care: Covered – 50% when authorized
	Covered – 50%	Covered – 50% when authorized
	Limited to 20 visits per calendar year	
Outpatient Mental Health Care	Covered – 50%	Covered – 50% when authorized
Outpatient Substance Abuse Care	Covered – 50%	Covered – 50% when authorized
	Limited to one program of treatment in any 12 month period, combined with inpatient substance abuse	

Other Services

Allergy Testing and Therapy	Covered – 50%, \$5 copay for allergy injections	Covered – 50% after deductible including allergy injections
Chiropractic Spinal Manipulation	Covered – \$15 copay (when referred)	Not covered
Outpatient Physical Speech and Occupational Therapy	Covered – \$15 copay when authorized Limited to one period of treatment for any combination of therapies within 60 consecutive days per episode	Covered – 80% after deductible when authorized
Infertility Counseling and Treatment (excluding In-vitro fertilization)	Covered – 50% on all associated costs	Covered – 50% after deductible on all associated costs
Durable Medical Equipment	Covered – 50% when authorized	Covered – 50% when authorized
Prosthetic and Orthotic Appliances	Covered – 50% when authorized	Covered – 50% when authorized
Weight Reduction Procedures	Covered – 50% when authorized	Not Covered
Prescription Drugs	Not covered	Not covered
Hearing Care	Covers binaural hearing aids and exam every 36 months	

Deductible, Copays and Dollar Maximums

Deductible	None	\$200 per member, \$400 per contract
Copays	\$5 for allergy injections, \$15 for office visits, \$35 for urgent care visits and \$75 for emergency room visits	\$35 for urgent care visits and \$75 for emergency room visits
• Fixed Dollar Copay		
• Percent Copay	25% and 50% for select services as noted above	20%, 25% and 50% for select services as noted above
Copay Dollar Maximums		
• Fixed Dollar Copay	None	None
• Percent Copay		
– Medical Services – excludes services with a 50% copay	None	\$2,000 per member, \$4,000 per contract per calendar year
– Weight Reduction Procedures	\$1,000 per member, \$2,000 per contract per calendar year	None
– Inpatient Mental Health Services	\$1,000 per member, \$2,000 per contract per calendar year	
Dollar Maximums	Applies only to Substance Abuse dollar limitation, adjusted annually by the state	

*Note – Under Tier 2 Coverage, you have the option of self-referring to a Non-Panel Provider within the State of Michigan. However, you will be responsible for any amount charged by the Non-Panel Provider (i.e. DME, Mental Health, Lab, etc.) that exceeds the BCN Approved Amount except for inpatient hospital services

Kroger Prescription Plans
 4805 Haggerty
 West Bloofield, MI 48323
 248-624-1689 Office
 248-668-1480 FAX
 800-917-4926 Option 4 Option 2



John J. Byrne, RPh
 Regional Sales Manager

Cherrie Walter, CPhT
 Regional Account Manager

EFFECTIVE DATE										3/1/2006									
COMPANY NAME										Charter Township of Canton									
CONTACT PERSON										Dan Durack									
TITLE										Director									
ADDRESS										1150 Canton Center South									
CITY										Canton									
STATE										MI									
ZIP										48188									
PHONE NUMBER										734-394-5251									
FAX										734-394-5255									
TAX ID #										38-6008155									
RETAIL COPAYMENT										GENERIC									
										10									
MEMBER MAX										\$0									
FORMULARY BRAND										20									
FAMILY MAX										\$0									
NON-FORMULARY BRAND										30									
CLAIM MAX																			
MAIL-OPTION90 COPAYMENT										GENERIC									
										20									
RETAIL										MAIL									
FORMULARY BRAND										40									
PER RX										\$0									
PER RX										\$0									
NON-FORMULARY BRAND										60									
CMPD										\$0									
CMPD										\$0									
MEMBER ELIGIBILITY BASE = EOY										FORMULARY									
DEPENDENT										19									
STUDENT										25									
FORMULARY										MEDCARE									
										X									
Select										(3 tier only)									
COVERED PHARMACY SERVICES																			
Y										Anti-Anxiety									
Y										Infertility Drugs									
Y										Oral Contraceptives									
Y										Diagnostics (retail only)									
Y										Fluoride Preparations									
Y										Anti-obesity Drugs PA required									
Y										Legend Antiacids									
Y										Hematinics									
Y										Insulin									
Y										Smoking Deterrents									
Y										AIDS related drugs									
Y										Laxatives									
Y										Insulin Syringes									
Y										Oral Immunosuppressive									
Y										Diabetic Supplies (retail only)									
Y										Topical Contraceptives (Patch/Depro Provera)									
Y										Retin-A type products - through age 40									
N										Products for Cosmetic Indications									
Y										Vitamins Prescription Only									
Y										Implantable Contraceptives (Diaphragm/Ring)									
Y										Growth Hormones PA required									
Y										Attention Deficit Disorders									
Y										Male Impotence Drugs 6/month									
Y										Pregnancy Termination Products									
N										OTC EXCEPT OTC PRILOSEC, CLARITIN & CLARTIN D									
Y										Injectable Drugs									
Y										Self administered Injectables									
Y										Anakits, Epipens, Glucagon, Imitrex									
Y										Progesterone Suppositories									
Y										Compounded Drugs									
DISPENSING LIMITATIONS										Mandatory Generic									
Days supply										DAW 1									
Retail										34									
Mail/Option90										90									
(member pays difference between brand & generic)										YES									
										NO									
EXCLUSIVE										PREFERRED									
NATIONAL										XXXXX									
COMMENTS																			
Mandatory Generic waived for allergy to generic with PA (Prior Authorization)																			
This is the set up document for your Prescription Drug Plan																			
Signature of Client										Date									
Please print name										1-11-2006									
Dan Durack																			
The Contract will be sent from our Corporate office in Cincinnati, Ohio.																			