

AGREEMENT BETWEEN THE
CHARTER TOWNSHIP OF CLINTON

AND THE

POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective April 1, 2016 through March 31, 2021

THIS AGREEMENT entered into the _____ day of January, 2017, between the Charter Township of Clinton, a Michigan Municipal Corporation, hereinafter referred to as the "Township," and the Police Officers Association of Michigan, hereinafter referred to as the Association or Union, as exclusive bargaining agent for the Local Association of Clinton Township Police Officers, effective April 1, 2016 to March 31, 2021.

WITNESSETH:

WHEREAS, the parties hereto in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I
PURPOSE AND INTENT

1.1: The general purpose of this agreement is to set forth terms in respect to rates of pay, wages, hours of employment, or other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Charter Township of Clinton, in its capacity as Employer, the employees, the Union, and the citizens of the Charter Township of Clinton.

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

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

ARTICLE II
RECOGNITION

2.1: The Charter Township of Clinton recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of the State of Michigan for 1947, as amended by Act 379 of the Public Acts of the State of Michigan for 1965, as amended, for all officers holding the rank of Patrol Officer,

Patrol Officers assigned to any Division, within said Department and Police Detective.

2.2: The Township will not interfere with, discourage, restrain, or coerce police officers in the Association from engaging in any lawful activities therein.

2.3: The Township will negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment and fringe benefits, including incentives for education.

2.4: It is agreed between the parties hereto that the cost of negotiation, execution, administration, and enforcement of this Agreement is fairly reflective as an employee's regular monthly membership dues that are paid by members of the Association, and therefore the parties adopt the philosophy of the "agency shop" principle in this agreement.

2.5: All employees, therefore, within the bargaining unit, shall sign a written authorization with the Township to have deducted from wages, and paid to the Association a sum equal to the monthly membership dues as shall from time to time be promulgated by the Association membership and published by the officers. Employees who shall fail to comply with this requirement within thirty (30) days from the first date of their employment shall be discharged by the Township. The return of said deductions by the Township to the association shall be made at a time agreeable to the parties hereto, which shall be reasonable with the operations of the payroll department and the office of the Treasurer.

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

2.6: However, if at any time during the continuance of this Agreement, the "agency shop" principle, as outlined above, is declared illegal by any court of record in the State of Michigan, then and in that event the Township may refuse to deduct such payroll deduction, and any employee who wishes to continue on a voluntary basis may do so, and the Township shall process such voluntary contributions.

ARTICLE III
REPRESENTATION

3.1: The POAM shall be represented in all negotiations and the Township agrees to negotiate with those representatives as herein provided. The local president or his designated representative and a committee of the local, not to exceed five (5) shall also serve on the bargaining committee.

3.2: If the bargaining committee of the Association so requires, the department shall permit three (3) on-duty officers to serve on the bargaining committee without loss of pay and benefits depending upon the calls for service situation at the time. However, not more than five (5) members of the Local Association shall be at the negotiation table at one time.

3.3: Two (2) members of the Local Association Executive Board, in addition to the Local Association President, may be excused from duty, for the business portion of the monthly Local Association meetings, depending upon the calls for service situation at the time.

3.4: The president of the Local Association or an alternate shall be allowed time off without loss of pay or benefits to conduct such Association business as is necessary, including his or her participation in grievance procedures; provided, however, for regularly scheduled business, a forty-eight (48) hour notice shall be given to the Chief of Police or his designee, and such notice shall be given as soon as possible for non-scheduled business.

3.5: The Local Association President, with the approval of the Chief of Police or his designee, will be allowed to attend State and National Association meetings and conferences, not to exceed five (5) days per contract year, without loss of pay or benefits. Notice of intent to attend these meetings will be provided to the Chief of Police in advance of the affected work schedule's preparation or two (2) weeks, whichever is earlier.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1: GRIEVANCE RESOLUTION. The informal resolution of grievances is urged and encouraged to be resolved at the lowest possible level of supervision for which this grievance procedure

is established. Whenever the words "ten (10)" or "fifteen (15)" days are used in this article they shall be defined to be ten (10) or fifteen (15) working days exclusive of holidays, Saturdays and Sundays.

4.2: GRIEVANCE DEFINITION. A grievance is defined to be any difference that may arise between the parties relative to:

- A. Any matter involving an alleged violation of any other provisions of this agreement or Act 78 of the Public Acts of the State of Michigan of 1935 as amended.

- B.
 - 1. Matters relating to rate of pay.
 - 2. Matters relating to wages.
 - 3. Matters relating to hours of employment.
 - 4. Matters relating to conditions of employment as set forth in this contract and those matters of health, safety and general welfare of employment not necessarily provided for in this contract.

4.3: GRIEVANCE GOVERNANCE. Every officer covered by this Agreement shall have the right to present grievances in accord with the following procedure commencing with Section 4.4; however, whenever any grievance could cost the Township more than \$5,000.00, it shall be automatically processed to Step Four of the Grievance Procedure.

Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of the grievance procedure by the Association.

It shall be the firm policy of the Employer to assure to its employees and to the Association an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to employment status. However, the time limits of the grievance steps may be extended only upon the mutual written agreement of the Association and the Employer and only in advance of the expiration of the step.

4.4: INTERNAL PROCEDURES.

STEP 1: If either an officer or the Union feels they or it have been aggrieved, they shall discuss the grievance with their immediate supervisor and the Local President or a designated representative of the Local President. If the grievance is not satisfactorily resolved in this manner, the Local President or a designated representative of the Local President shall file the grievance verbally or in writing within fifteen (15) days with the officer's immediate supervisor, or if not available, to the next ranking officer in charge who shall answer the grievance in writing within fifteen (15) days of its receipt.

STEP 2: If a satisfactory settlement is not reached in Step One, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step One, the grievance shall be submitted in written form within fifteen (15) days to the Captain in charge of his or her division for review, who shall reply in writing within fifteen (15) days from receipt of the grievance.

STEP 3: If a satisfactory settlement is not reached in Step Two, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Two, the grievance shall be submitted in written form within fifteen (15) days to the Chief of Police or his designee for review, who shall reply in writing within fifteen (15) days from receipt of the grievance. A meeting between the Chief of Police and the Local President or a designated representative of the Local President shall be held to discuss the grievance during and within the aforesaid fifteen (15) day period.

STEP 4: If a satisfactory settlement is not reached in Step Three, or a written answer is not submitted within the fifteen (15) day limit as prescribed in Step Three, the grievance shall be submitted in written form within fifteen (15) days to the person designated by the Clinton Township Board as having authority to review grievances and settle grievances who shall presently be designated as the Human

Resources Director unless changed by the Township Board in the future. The designee or the Board shall meet with the Union representatives within fifteen (15) days. After having met with the Union, the designee or Township Board has fifteen (15) days to submit his or their answer in writing to the Union.

STEP 5: Arbitration or an Act 78 Civil Service Hearing: If a satisfactory settlement is not reached in Step Three or Step Four, or if the Township Board does not meet with the Union within fifteen (15) day limitation or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step Three, the moving party can either proceed to binding arbitration as set forth below or petition the Township Civil Service for a hearing. However, once the election is made by the moving party, that party forfeit the right to withdraw that election and proceed on the other remedy. The submission of the unresolved grievance to either the American Arbitration Association or the Civil Service Commission will preempt the moving party from submitting the unresolved grievance to the body that the grievance has not been submitted to.

4.5: ARBITRATION.

- A. The party that requests arbitration of an unsettled grievance shall notify the other party in writing of such desire for arbitration. After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period that is mutually agreed upon, the moving party shall submit the matter to the American Arbitration Association requesting that an arbitrator be selected with the assistance, and under the rules of the American Arbitration Association, or if mutually agreed upon the moving party may submit the matter to Federal Mediation and Conciliation Service.
- B. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to

rule on any matter except while this Agreement is in full force and effect between the parties.

- C. The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates unless it is provided for in this Agreement.
- D. The arbitrator shall have no power to provide agreements for the parties in those cases where, in this Agreement, they have agreed that further negotiations should occur to cover the matter in dispute.
- E. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing; and, the award under no circumstances shall be based in whole or part or contain a reference to statutes; decisions, regulations or other extra contract materials not specifically incorporated in this Agreement.
- G. The arbitrator shall have no power or authority to rule on the discipline or discharge of any probationary employee. In cases of discipline and discharge, if the Civil Service forum is chosen, the Union shall only represent probationary employees through the Civil Service Board level under Act 78.
- H. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called for them.
- I. There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees, and the Township, on those matters within the jurisdiction of the arbitrator.

- J. In the event that an arbitrator reduces discipline so that the resulting discipline is a suspension which exceeds thirty (30) calendar days, he or she must rule whether said time in excess of thirty days will count towards seniority or service credit and if it will include benefits.

4.6: CIVIL SERVICE & PROCEEDINGS.

- A. Any unresolved grievances having not been submitted to the American Arbitration Association may be submitted to the Civil Service commission. Said Commission will be in compliance with Act No. 78 of the Public Acts of the State of Michigan for 1935, as amended.
- B. The limitation placed on arbitratorial powers enumerated in Section 4.5 shall apply equally to the Civil Service Commission. In cases of discipline and discharge, if the Civil Service forum is chosen, the Union shall only represent probationary employees through the Civil Service Board level under Act 78.

ARTICLE V
PROMOTIONS, LAY-OFFS, SUSPENSIONS,
DISCHARGES AND REINSTATEMENTS AND TERMINATION OF
EMPLOYMENT

5.1: The provisions of Act No. 78 of the Public Acts of the State of Michigan for 1935, as amended, are adopted by reference as if fully stated herein with reference to Promotions, Layoffs, Suspensions, Discharges and Reinstatements and Termination of the Employment. If an employee is laid off for three (3) consecutive years without being recalled for employment, then all rights to employment terminate.

5.2: Any employee who is unable to perform his regular job, is not on leave, and has used all of his or her sick days, vacation days, and personal days, shall not be considered to have any rights of employment and shall be terminated as an employee.

Benefits such as longevity, clothing allowance, holiday pay, weapon allowance and the like shall be paid and prorated to the date of termination.

The provisions of this section shall no way effect the compensation provisions under the worker's compensation section nor does it apply to leave of absences where the leave is conditioned and the conditions have been fulfilled.

5.3: Suspension time shall not affect pension retirement dates or seniority status and shall only relate to document discipline and sanctions of loss of pay. All benefits shall continue and all provisions of this Collective Bargaining Agreement shall remain in effect. Unless ordered by an arbitrator in accordance with Section 4.5(J) of this agreement, suspension time in excess of thirty calendar days shall not count towards pension service credit, seniority, and no benefits will be provided or earned during the suspension period.

5.4: Discipline shall be removed from a member's personnel file after a period of two (2) years from the date of discipline provided there is no additional disciplinary action within the two (2) year period.

ARTICLE VI
SENIORITY-TRANSFER-JOB OPENINGS

6.1: All original appointments to any position in the police department shall be for a probationary period of one (1) year. Once the officer has completed the one (1) year period then the officer shall accrue seniority retroactively to the initial date of employment as a full-time police officer with the Clinton Township Police Department.

For officers who are not yet certified or require recertification, the probationary period shall be for one (1) year after the completion of the legally required courses of basic training.

6.2: A seniority list shall be furnished to the Association by the department once each year.

6.3: It is understood that transfers within the bargaining unit are not permanent unless positions are specified in this article as permanent positions. Transfers shall not be made

unless notice of vacancy has been posted on the Union's bulletin board for a minimum of fourteen (14) days. Any officer interested in filling said vacancy shall file a written request within fourteen (14) days from date of posting. This time period shall be to allow all persons interested in said vacancy to file a written request for consideration. Any person who does not work for any reason, during the time a notice of vacancy is posted, shall be included on the list as if they had made a written request and shall be eligible until such time they are contacted by the division Captain or his or her designee and request that they not be considered.

6.4: Filing a written request for consideration shall be all that is required for those positions filled only by the officer having the most seniority as stated in this article of this collective bargaining agreement. Interviews may be held for those positions specifically defined in section 6.5 of this collective bargaining agreement in which the Chief of Police may consider equally the person's ability, training and education. The interviews shall be held during the officer's normal shift hours on a day they are scheduled to work or they shall be compensated at the proper rate of compensation stated in article VIII section 8.2 of the collective bargaining agreement.

6.5: Seniority shall be the first consideration in filling vacancies and transfers, however, the Chief of Police may consider equally a person's ability, work record, training and education provided that, in the case of a denial, the reasons for such a denial must be provided to the officer in writing in accordance with the just cause standard. This provision shall apply to the following positions:

- Multi-jurisdictional Team Officers (e.g. MATS, COMET) Training Officer(s)
- Traffic Duty Officer(s)
- Swat or Entry Team Officer(s) Critical Incident Officer(s) Field Training Officer(s)
- Community Relations Officer(s) K-9 Officer(s)
- Accident Reconstructionist(s) Special Investigations Division Internet Task Force
- School Liaison Officer (Continuation of these positions is subject to continued funding from the School Systems.)
- Bicycle Patrol
- Department Training Coordinator

If a position is filled by a person who has less seniority, all persons with more seniority who filed a written request for consideration shall have the right to grieve the decision through the grievance procedure, if they feel the decision is unjust. With the exception of the above defined positions, the officer having the most seniority shall receive the position and/or transfer.

Employees who are accepted to special assignments which require special training must agree to remain in such assignments for a minimum of eighteen (18) months. These positions are:

- Accident Reconstructionist
- Evidence Technician
- Field Training Officer
- K-9 Officer
- Traffic Officer
- Training Officer

6.6: In the event a person who is assigned to a posted position is removed unjustly by the Chief or administration, that person has the right to contest such removal through the grievance procedure. A posted position is defined as every position except road patrol officer.

6.7: Probationary officers shall not be assigned to any posted position except in an emergency situation as designated by the Chief of Police, and then only for a period not to exceed ninety (90) days, unless written approval is given by the president of the Local Association.

6.8: Management shall be allowed and encouraged to rotate members without rank into the posted positions to better acquaint them with the total operation of the police department. The posting shall be open to all non-probationary employees. Such rotation shall be selected based on seniority with a minimum of four (4) years. If no one with four (4) years of seniority applies to the posting, management shall select from the non-probationary with less than four (4) years seniority who applied. Assignment to posted positions shall be for a term of four (4) years. Officers time served in a posted position shall not exceed the duration of time that was announced in the posting for the position. If an officer leaves one posted position in order to accept an assignment to another posted position, time spent in the original posted position shall count

towards the maximum time that may be served in the second posted position. After waiting a period of seven (7) years, while assigned to road patrol, members shall again be considered as if they had not held a prior posted position. The seven (7) year period shall start from the date the previous posted position was scheduled to end regardless of when the officer returned to road patrol. The lowest seniority non-probationary officer may be ordered to fill the posted position in a non-voluntary position. If a posted position cannot be filled with volunteers and an officer is ordered to assume the position this officer will not be considered as holding a posted position. Any officer coming off probation during the duration of a non-voluntary assignment may request the position and be assigned that position for the remaining portion of the posted period. Fulfilling the remainder of a position shall subject the officer to the seven (7) year waiting period as if the officer had held the position for the full period.

6.9: Positions or assignments that are made on a restricted basis because of the health or physical problems involving the personnel shall not be subjected to the Seniority-Transfer-Job Opening procedure.

6.10: The selection of the two (2) investigator positions in the criminal investigation division and the property officer position shall be based solely on seniority.

ARTICLE VII
HOLIDAY PAY

7.1: All officers shall receive a lump sum payment in the last pay period of November, each year, for thirteen (13) calendar holidays (104 hours). The said holidays are:

New Year's Day	4th of July
Washington's	Labor Day
Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving
Good Friday	Christmas Eve
Easter	Christmas Day
Memorial Day	New Year's Eve

In addition to the above payment, all officers who work any of the said holidays shall receive an extra day's pay based on their base salary for each holiday worked and that

extra day's pay shall be included in their regular scheduled paycheck covering the pay period which the holiday or holidays occurred. However, the officer shall not receive that pay for a holiday if the officer is away without leave on either the last scheduled day before or the first scheduled day after said holiday.

All holidays will be observed on the calendar holiday. If a holiday falls on an Officer's regularly scheduled work day, the Officer will be required to work a full day unless he is authorized to use a vacation or personal leave day. If a holiday falls on an Officer's regularly scheduled off day, he shall not receive compensation beyond that provided in Section 7.1 of this agreement.

7.2: Holidays shall be assigned within the schedule groupings in accordance with Article XXX, on the basis of those with the fewest holidays worked are given the opportunity to work first. When the number of holidays worked are equal, seniority shall prevail and the senior member shall be given the opportunity of working the holiday first. If it is impossible to fill the holiday assignment with volunteers the lowest seniority shall be ordered to work first.

7.3: Officers working on Christmas Day shall be provided with a reasonable food benefit at the police station during their shift.

ARTICLE VIII
OVERTIME PAY, OFF-DUTY PAY AND EMERGENCY PAY

8.1: Members who immediately before or after they work their scheduled eight (8) or twelve (12) hour shift and who qualify for overtime shall be compensated at the overtime rate of one and one-half (1-1/2) times the hourly shift rate worked.

Members called in for overtime work not in conjunction with a scheduled shift shall receive one and one-half (1-1/2) times the hourly rate based on the shift they worked.

Members working in conjunction with their regularly scheduled eight (8) or twelve (12) hour shift work overtime into a holiday will receive one and one-half (1-1/2) times pay plus holiday pay for hours worked, however, members working in conjunction with their regularly scheduled eight (8) or twelve

(12) hour shift who work overtime after a holiday will not receive holiday pay for the overtime, but shall be entitled to one and one-half (1-1/2) times the hourly rate of the shift they were working without consideration of holiday premium.

Members on vacation shall not be considered for call-back or call-in unless it is an emergency call-out. Then they shall be paid at twice (2) the hourly shift rate worked.

Members assigned to the arraignment officer position shall not be eligible for road patrol overtime until all eligible road patrol officers have been offered said overtime.

If an officer is on a furlough day that is attached to leave days and the leave days are not part of a scheduled vacation, he or she shall be eligible to be called for overtime assignment.

Officers unable to physically perform road patrol duties due to light duty status, worker's compensation status, leave of absence or military leave shall not be called but shall be charged with the amount of hours they were unavailable.

8.2: When members appear in any court, administrative hearing, morgue assignment, etcetera, on their time off, they shall be paid at the overtime rate of one and one-half (1-1/2) times their normal base hourly rate for all hours spent on such assignments with a minimum of three (3) hours for each appearance.

An officer is entitled to one (1) three (3) hour minimum regardless of the number of appearances that occur within said period, except in those cases where the appearance relates to a Special Detail or Department Meeting wherein separate funding is received by the Department to compensate for the appearance.

Members appearing in court, on certain holidays (Lincoln's Birthday, Washington's Birthday and Veteran's day) shall only earn one and one-half (1-1/2) times their hourly base rate. However, members appearing in any court, administrative hearing, morgue assignment, etcetera, during a scheduled vacation period shall be paid at the overtime rate of two (2) times their normal hourly base rate for all hours spent on such assignments with a minimum of three (3) hours for each appearance.

When members receive notice to appear in any court or administrative hearing, etcetera, during a scheduled vacation period it shall be the responsibility of the member to contact the proper authority to reschedule the appearance. If a member is unable to reschedule the appearance they are to notify the officer in charge of the case or the prosecuting attorney.

Interviews for seniority transfer-job openings in Article VI of this collective bargaining agreement shall be paid in compensatory time at the overtime rate of one and one-half (1-1/2) times their, normal base hourly rate for all time spent with a minimum of one (1) hour for each appearance.

8.3: Any member notified to stand by, they shall receive a minimum of three (3) hours pay. If the stand by period exceeds four (4) hours, they shall receive a minimum of two (2) additional hours pay. If a member has not received notification by the end of the four (4) hour increment to stand by longer than that four (4) hour period, his duty to stand by will be considered fulfilled.

The standby provision shall not be used except when the member is authorized to standby by a prosecuting attorney or the detective in charge of the case.

8.4:

A. Overtime under one (1) hour shall be computed in the following manner:

0 minutes to 15 minutes equals zero (0)
Over 15 minutes to 30 minutes equals one-half (1/2) hour
Over 30 minutes to 60 minutes equals one (1) hour

B. Overtime over one (1) hour and beyond established minimums per the contract shall be computed in fifteen (15) minute increments as listed below:

5 minutes to 15 minutes equals 15 minutes
Over 15 minutes to 30 minutes equals 30 minutes
Over 30 minutes to 45 minutes equals 45 minutes
Over 45 minutes to 60 minutes equals 1 hour

8.5: OVERTIME DISTRIBUTION.

- A. Overtime shall be allotted as follows: at the beginning of each fiscal year and special details those officers interested in working overtime will be placed on an overtime list by seniority, in each of the appropriate overtime books (Road Patrol Book/Special Details Book). When overtime is necessary the following procedure will be used:
1. Officers who are members of the affected shift will be called in lowest to highest OT hours offered in book order. For road patrol assignments, this shall represent a twelve (12) hour shift.
 2. If none are available, any off-duty officer shall be called by the number of hours. (RO3 and Traffic to be called last).
 3. If no off-duty officers are available, then overtime shall be offered to existing shift by number of hours, in compliance with the maximum allowable eighteen (18) continuous hour policy.
 4. If no existing shift member chooses to work eighteen (18) hours in compliance with continuous hour policy, then affected off-duty members shall be called and offered six (6) hours prior to existing shift being ordered. If no affected on-duty members choose to work eighteen (18) hours in compliance with continuous hour policy, then non-affected off-duty members shall be called and offered six (6) hours prior to existing shift being ordered.
 5. If no affected off-duty members are available, then RO3 and Traffic Patrol officers may be called.
 6. If the above procedure is exhausted without providing adequate staffing levels, overtime shall be offered to Detective Bureau members of the bargaining unit first who are

qualified to operate patrol equipment and then road patrol supervisors.

7. In the event additional staffing is required, the lowest seniority officer that is currently working and not in the overtime book shall be ordered to do so.
 8. Calls shall be placed to the officer's preferred number and the phone shall be allowed to ring a minimum of five (5) rings. If voicemail is activated, a message shall be left as to who called, why and the time.
- B. Each officer to whom an attempt was made, regardless of response, contact, or non-contact, will be charged with the amount of hours that were available. The above format will be followed until the end of the fiscal year. In the event of more than one person having equal amounts of charged hours, seniority shall prevail. Seniority shall prevail until such time the officers have been given the opportunity to work then the number of hours charged shall determine the order officers are called. An officer with the least number of hours charged shall be called first.
- C. Amounts of four (4) hours or less may be offered to existing or oncoming shifts, without contacting officers who are off, but above format must still be followed.
- D. Officers who do not request to be placed on the overtime list shall not be held over for more than two (2) hours, unless the officers on the overtime list are called using the above procedure, or ordered to work overtime when scheduled off unless it is an extreme emergency.
- E. Officers who initially requested not to be placed on a specific overtime list shall be included should they later request same in writing. However, upon being placed on the list they shall assume the highest amount of hours currently on the list at the time of placement. Likewise,

officers may request to be removed from any list at any time by doing so in writing.

8.6: Compensatory Time.

A. Compensatory time shall be accumulated as follows:

No more one hundred fifty (150) hours of compensatory time will be allowed on the books at any given time.

B. Compensatory time shall be used as follows:

1. Compensatory time is to be used only when manpower permits, with the approval of the shift or bureau commander.

2. Compensatory time may be used by itself or in conjunction with vacation or leave days.

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

ARTICLE IX
VACATIONS

9.1: Vacation days shall be granted after six (6) months of satisfactory employment has been completed, and at that time, the computation for vacation days reverts back to date of initial employment. All vacation days shall be earned and accumulated on a monthly basis at the following rates:

9.2: Members with less than six (6) years shall earn nine and one-third (9.33) hours per month. Members with six (6) years through twelve (12) years shall earn fourteen (14) hours per month. Members with over twelve (12) years of service shall earn seventeen and one-third (17.33) hours per month. These amounts are reflected in the following:

YEARS OF SERVICE

Start through 5 years	112 hours/year (9.33 hours/month)
6 years through 12 years	168 hours/year (14 hours/month)
Over 12 years	208 hours/year (17.33 hours/month)

The purpose of this article is to guarantee each member a winter and summer vacation if wanted. This does not preclude members from taking vacation days upon availability.

9.3: Vacations are a temporary separation from service. For the purpose of this definition a vacation shall be construed to include the standard number of leave days granted in conjunction with the vacation. A member shall be granted a minimum of two (2) vacations per year but shall not be restricted to two (2) if they have accumulated vacation days on the books. Members shall be granted a summer and winter vacation, as the case may be, at the expiration of six (6) months of initial service and thereafter as they are entitled to same.

9.4: The annual vacation season shall be divided into a summer and winter vacation period as described in Appendix H.

9.5: Vacation election Schedule. The vacation selection time period shall be completed as follows:

First pick-summer vacation: Third Wednesday in March	Second pick-summer vacation: Third Wednesday in April
First pick-winter vacation: Third Wednesday in September	Second pick-winter vacation: Third Wednesday in October

9.6: Vacations shall be drawn in accordance with the police officer's seniority. In the case of a tie between officers having identical seniority, priority shall be determined by the position the member was at on the eligibility list at the time of appointment. Trading of vacation periods shall be permitted. Officers may submit absentee requests.

9.7: Vacations shall be selected by the following procedures: The highest seniority member on each shift or in

the bureaus will have the opportunity to select first, then the next most senior and etcetera until everyone eligible has been given an opportunity to select a vacation. A second vacation selection within the same season shall be granted provided that each eligible member has exercised his first vacation selection. The same procedure shall be followed in the second pick with regard to seniority.

9.8: Scheduled vacations may include any combination of leave, furlough, personal business or compensatory time to a maximum of twenty-one (21) continuous days. Any vacation over twenty-one (21) days must be approved by the Chief of Police or his designee.

9.9: A member who selects a vacation in either the summer or winter period shall be responsible to take those dates which they have selected unless, a minimum of thirty (30) days prior to the starting date of their vacation, they notify their shift commander of their intention to cancel their vacation period. A member may cancel their vacation period with less than thirty (30) days' notice based upon extenuating circumstances with the approval of their shift commander.

9.10: The Clinton Township Police Department shall furnish a calendar of the vacation selection as indicated in Section 9.5. officers shall place their names down for each day they are requesting. The type of days which the officer chooses to make up his furlough, leave, compensatory time, banked sick leave and PTO will be placed on the monthly leave request form. Officers shall be required to take a minimum of sixteen (16) leave hours per seven (7) day vacation period; thirty-two (32) leave hours per fourteen (14) day period, forty-eight (48) leave hours per twenty-one (21) day period. Vacation periods overlapping into half (1/2) weeks will include eight (8) leave hours; twenty-four (24) leave hours per ten (10) day period, forty (40) leave hours per seventeen (17) day period.

9.11: A minimum of two (2) officers from the same shift in the Road Patrol will be allowed on vacation at the same time. A minimum of one (1) officer from a division will be allowed on vacation. However, a member who is required by the department to transfer shifts or transfer from or to-a division after a vacation selection period shall be allowed to take their previously selected period.

9.12: A vacation selection during the Christmas Eve/Christmas Day, New Year's Eve/New Year's Day period shall not extend through both Christmas and New Year's.

9.13: Upon separation from service, members shall be paid for all their accrued vacation hours. In the event the separation is due to the member's death, the payment for accrued vacation hours shall be paid to the member's estate or legal representative.

9.14: Two hundred and forty (240) hours is the maximum number of hours which may be carried forward from one fiscal year to the next. Although vacation hours may accumulate during the fiscal year in excess of two hundred forty (240) hours they shall not be forfeited as long as they are used before the end of the fiscal year.

9.15: An officer shall be entitled to cash in for pay up to one-half of his/her banked furlough/vacation hours each contract year provided a minimum of eighty (80) hours is maintained in the furlough/vacation bank.

No more than forty (40) hours of cashed in furlough/vacation time shall be included in an officer's final average compensation annually.

ARTICLE X
COMPENSATED ABSENCES

10.1: It is understood between the parties hereto that sick days accrued prior to ratification of this agreement shall be referred to as "banked sick time." The accrual of banked sick time shall be frozen as of the month in which this agreement is ratified. Fifty percent (50%) of accumulated banked sick leave shall be paid in the case of retirement or payment to beneficiaries in the event of death. If the officer leaves the employment of the Township for any reason provided, however, that the officer has at least five (5) years with the department.

10.2: An officer who reports for work and leaves because of sickness during his or her tour of duty shall be charged sick time for the exact number of hours which he or she is absent from work.

10.3: Sick Leave shall not be considered as a privilege which an officer may use at his or her discretion, but shall be allowed only in case of actual sickness or disability of the officer. Serious illness of a husband, wife or child shall warrant use of sick leave by the officer after arrangements have been made with his or her immediate superior. When an officer's absence is for more than three (3) continuous work days, the officer may be required to file a physician's certificate to verify the injury or illness which prevented the officer from working. The Chief or his or her designee may also require such a physician's certificate from any employee whenever the officer's pattern of sick leave absences indicates the possibility of sick leave abuse. Officers who fail to file a physician's certificate under this policy will not be paid for sick leave absences involved. Officers who exhibit sick leave absences that indicate a pattern of abuse who fail to provide a physician's certificate will also be subject to disciplinary action.

10.4: At the end of each contract year officers shall have the right to sell up to ninety- six (96) hours of banked sick time for one-half (Y,) of his or her pay per day determined by the value of the officer's base pay on the last day of the contract year in which the hours are to be paid. This payment shall be paid in the second pay period in April. Up to one-half (1/2) of ninety-six (96) hours of banked sick time sold in a fiscal year may be used in the calculation of the Officer's final average compensation for retirement. At the end of the contract year beginning 4/1/2012, officers may sell an additional thirty-six (36) hours of banked sick time for one half (1/2) of his/her pay per hour determined by the value of the officer's base pay on the last day of the contract year for which the hours are to be paid. This one time only sale of hours shall be included in the officer's final average compensation for retirement.

10.5: Paid Time Off. Effective the first day of the month following ratification, officers shall accrue paid time off (PTO) at a rate of ninety-six (96) hours per year (eight (8) hours per month). Up to one-hundred and twelve (112) hours paid time off accumulated in excess of one hundred and twelve (1 12) shall be paid to the employee in the first pay period following the end of the contract year in which said time exceeds one hundred and twelve (112). Excess hours shall be paid at a rate of one-half (1/2) of base pay. The last day of the contract year in which the excess was accumulated will determine the

price of the base pay per hour. Up to one half (1/2) of fifty-seven (57) PTO hours sold in a fiscal year may be used in the calculation of the officer's final average compensation for retirement. Fifty percent (50%) of accumulated paid time off shall be paid in the case of retirement or payment to beneficiaries in the event of death, or if the officer leaves the employment of the Township for any reason. PTO can be used at the employee's discretion provided there is no unreasonable disruption of business operations. For the purpose of determining if an employee earns PTO credit for a month, the 15th of the month shall be used. If an employee severs employment on or after the 15th of the month, then he/she shall receive PTO for the month. If an employee is hired on or after the 15th of the month, then he/she shall not receive PTO for the month. This rule shall also apply to employees returning from leave.

The trading of either banked sick time or paid time off between employees is prohibited.

10.6: Short-Term & Long-Term Disability. The Township shall provide officers with short term disability benefit which shall provide sixty-six and two-thirds (66-2/3%) percent of his or her salary. Effective upon ratification of this agreement, the short-term waiting period shall be seven (7) calendar days. The Township agrees to maintain and provide at no cost to the officer hospital, medical, life, dental, and optical insurance at the same benefit level being provided to the collective bargaining group. This coverage shall be maintained during the waiting period as well as through the short-term disability benefit period. The Township shall also provide long-term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Human Resources Office, except as modified by this collective bargaining agreement. The benefits of the above plan shall not be diminished without the mutual agreement of both parties. A copy of the long-term benefits is contained in the policy and description recited above and shall be included with the signature copy of the contract. Updates shall be given to the Local Association Secretary. Complete copy shall be available for examination in the Human Resources Office.

10.7: If an officer is absent from work because of injury or sickness, he or she shall have the option of first using bank sick leave vacation days, PTO leave and compensatory days before applying for the benefits under the short-term disability program. Once the said officer applies and qualifies for the

short-term disability benefits, he or she shall not have the right to draw on banked sick days, vacation days, PTO leave or compensatory days for any injury or illness arising out of the same cause for which the disability benefit originated. However, at the conclusion of the short-term disability period (180 days from when the officer was absent from work due to the injury or illness) and before the commencement of the long-term disability, the officer again shall have the option of using sick days and/or bank sick days, personal days, furlough days and compensatory days before applying for long term disability benefits.

10.8: Once an officer qualifies for disability benefits under the long-term policy the officer may maintain the hospital, medical, life, dental, and optical insurance that was previously available to him/her while receiving short-term benefits provided the officer funds the cost of maintaining such insurance benefits in advance of the time of payment with the further provision that such insurance benefits cannot be maintained for a period exceeding six (6) months. The officer shall not accrue either PTO or vacation time while on either short-term or long-term disability leave.

The times mentioned herein shall not diminish the length of time that the Township is required to supply COBRA benefits, it being the understanding of the parties that the COBRA benefits will be available to the officers and commences once the Employer ceases to provide the insurance benefits mentioned herein and the officer does not maintain those benefits by paying for them himself/herself during the six (6) months period allowable under the long-term disability program.

10.9: Once a regular officer is on long-term disability for a period of six (6) months, then that officer shall no longer be an employee of the Charter Township of Clinton regardless of the fact that there are banked sick days, PTO, vacation days and compensatory days not used. This provision does not prevent the officer from requesting a leave of absence from the Township before going on long-term disability, with the further provision that such leave of absence shall not exceed a maximum period of six (6) months.

10.10: If the officer can return to work within the six (6) months of commencing long-term disability period, then he or she shall be guaranteed the automatic return to his or her job, with full seniority, providing the returning officer must be able to

prove that he or she has sufficiently recovered from his or her disability to the point that he or she can perform his or her duties if requested by management.

If the officer can return to work between the period from six (6) months to eighteen (18) months of being on long term disability, the officer shall have a "preference rating" for the next police officer position available, provided he or she is able to prove that he or she has sufficiently recovered from his or her disability to the point that he or she can perform his or her duties if requested by management. "Preference rating" is understood to mean that the officer shall be offered the first opening as a police officer with the Township regardless of the eligibility lists.

If the officer stays on long-term disability for a period in excess of eighteen (18) months, or does not present himself/herself for the same employment within eighteen (18) months of commencement of long-term disability, then and in that event the officer loses all seniority and is treated in all respects as a new employee if he or she desires to return to work.

ARTICLE XI
FUNERAL LEAVE

In the event of death in the immediate family of an officer or their spouse, the officer shall be entitled, when so required, to three (3) days leave with regular pay and benefits to arrange for and attend the funeral, burial or memorial services. Immediate family shall be deemed to be husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, stepfather, stepmother and stepchild. If the funeral of an immediate family member is held more than two hundred and fifty miles from the Township Civic Center Offices, an employee will be granted one additional funeral day with pay to attend the funeral.

Officers shall be entitled to one (1) day leave with pay when so required in the event of death of aunt, uncle, niece and nephew, of the officer or their spouse to attend funeral, burial or memorial services.

If an officer has a scheduled leave day, including furlough or personal business, when he or she is entitled to

funeral leave, then the previously scheduled leave day will be rescheduled for immediately after the funeral leave.

If additional time is needed, additional time can be used from any banked furlough, sick, PTO, or comp time without being denied.

An officer may not work shift overtime on those days when a funeral leave day is scheduled.

ARTICLE XII
SHOW UP TIME

12.1: Police officers are required to report for duty fifteen (15) minutes prior to the start of their shift, in order to insure the continuity of police operations, and shall receive an annual lump sum payment of two (2%) percent of their annual base salary as of March 31st. This amount is to be paid on the first pay period following the completion of the contract year. This amount shall be paid pro rata to reflect the period of time worked during the previous contract year. Officers shall be required to attend said roll call and shall be dressed and ready for duty when doing so.

12.2: If any officer is to be denied pay for the fifteen (15) minute roll call, he shall be denied at the proper rate.

ARTICLE XIII
HOSPITALIZATION PLAN

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

- A. Blue Cross/Blue Shield Community Blue Option 1; \$10/\$20 RX with 1-X MOPD (Appendix D)
- B. Blue Cross/Blue Shield CB10 PPO, \$15/\$30 RX with 1-X MOPD, HC, CM, CI, PCD (Appendix E)
- C. Blue Cross/Blue Shield CB10 PPO, \$7/\$35/\$70 RX with RXCM (Appendix F)

Employees who select a health plan from above shall pay the difference between the Township's PA 152 contribution

cap and the premium or illustrative rate of the selected option, if any.

Should the Township elect to change PA 152 compliance options from the current status as of the date of this agreement, either party may request to reopen Section 13.1 for further negotiation during the term of the agreement. In the event the parties do not reach an agreement, the matters subject to bargaining in 13.1 shall be resolved through arbitration pursuant to Act 312 of 1969, as amended.

13.2: The Township shall provide and assume the full cost of a hospital, medical, and surgical insurance policy for each employee who retires from the Department after twenty-five years of service (including enhanced service time). The policy shall cover the retired officer, the retiree's spouse and any dependent children. The coverage shall be the same CB 10 PPO - Option D as that provided to officers in 13.1 above.

An employee, who retires meeting the above requirements but having service time (including enhanced service time) of less than twenty-five (25) years, may elect to receive this coverage with premiums to be funded as follows:

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

If an employee receives a duty disability pension, he/she shall be entitled to full hospitalization insurance at no charge regardless of years of service.

Payment must be made to the Township twenty (20) days in advance of the month of applicable coverage. This coverage must be elected by the employee prior to the time of retirement and its continuation is voluntary by the retiree. Coverage must be maintained on a continuous basis except as provided in #5 below. A retiree who fails to make necessary premium payments timely may be disqualified for future coverage hereunder by the Township Board of Trustees.

Effective April 1, 2011, employees hired by the Township prior to April 1, 2011 shall be required to contribute

\$35 per pay into the Township Retiree Health Care Fund. Employees hired on or after April 1, 2011 shall contribute six percent (6%) of base pay into the Township Retiree Health Care Fund.

If the retiree and/or the retiree's spouse qualify for Medicare benefits, the Township shall provide a Medicare supplement like or similar to the policy which the retiree had while in retirement prior to Medicare coverage. In order to qualify for the Medicare Supplement, the retiree and or his or her dependent must enroll in Medicare parts A and B as soon as they are eligible.

To be eligible for the retiree health care benefit described in this section, the spouse and dependent children must have been the spouse and dependents of record at the time that the employee retired on a regular or disability retirement and began receiving retirement benefits.

13.3: Effective with this contract, employees who are covered by another hospital/medical insurance plan may elect to receive fifty dollars (\$50) per week in lieu of participation in the Clinton Township hospital/medical insurance plan. Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix "A" attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix "B."

In those cases, where both husband and wife are covered by the Township, one person shall carry his/her spouse and dependent on the health insurance policy and the other person shall elect the cash payment. It shall be up to the employees to determine which employee retains the health insurance policy and which employee elects the cash option.

ARTICLE XIV
DENTAL AND OPTICAL PLANS

14.1: The Township shall provide and pay for a dental plan for the employee and dependents as described in Appendix G. This plan includes an orthodontic rider, which will cover dependents up to the age of nineteen (19) years of age with a maximum lifetime benefit of one thousand five hundred dollars (\$1,500.00). There shall be no deductible and the plan will

have a fifteen-hundred dollar (\$1,500) limit on benefits per person per contract year.

Non-PPO Dentist reimbursement for all Class I benefits shall be 65%.

14.2: The Township shall provide a dental plan from Delta Dental Plan of Michigan, covering Class I benefits equal to active employees, for members who retire on or after April 1, 2002, their spouses and any minor dependent children.

14.3: The Township shall provide all members, their spouses and their minor dependents with an Optical Insurance Plan which covers annual eye examinations and the annual purchases and/or replacement of single and multi-corrective lenses (bi and tri focals), frames, safety glasses (employee only) and contact lenses. Service program benefits described below:

Eye Examination	\$45.00	12 months
Lenses	\$40.00	12 months
Single Vision	\$60.00	12 months
Bi-focals	\$85.00	12 months
Tri-focals	\$105.00	12 months
Lentocular	\$120.00	12 months
Frames	\$120.00	24 months
Contacts Lenses	\$120.00	12 months

Effective upon signing this agreement, the Township shall provide all members of the bargaining unit with Lasik/RK procedure coverage with a maximum lifetime benefit of two thousand five hundred dollars (\$2,500.00).

14.4: Members who retire on or after that date, their spouses, and any minor children shall be afforded the optical insurance benefit described in Section 14.3.

ARTICLE XV
LIFE INSURANCE

15.1: The Charter Township of Clinton shall provide each employee a fifty thousand dollar (\$50,000.00) life insurance policy with double indemnity in the event of accidental death. It is agreed that upon a normal service retirement the employee will be provided with a ten thousand dollar (\$10,000.00) life insurance policy.

15.2: The officers understand that the life insurance provided by the Township does provide an accelerated benefit option, and the parties acknowledge that if that option is exercised the life insurance guarantee of fifty thousand dollars (\$50,000.00) may be diminished. Any officer requesting disability benefits shall assume the obligation of determining how such option affects his or her life insurance.

15.3: The parties hereto agree that the insurance carrier specified in this collective bargaining agreement may be substituted by the Township provided the benefits afforded are equal.

15.4: The Township shall offer each full-time employee an option to purchase additional life insurance benefits up to the guaranteed issuance offered by the selected carrier and in increments authorized by the carrier. It is understood the guaranteed issuance and purchase options will vary depending on the life insurance company selected by the Township. Availability may vary based on total Township participation in the plan. Payment for the additional life insurance benefit shall be through a payroll deduction.

ARTICLE XVI
WORKERS' COMPENSATION

16.1: Provisions of the workers' compensation laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of his or her regular rate of pay and the amount received from workers' compensation for the duration of the recovery not to exceed twelve (12) months from the date of the injury, accident or illness.

16.2: For the twelve (12) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he or she were working.

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

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

16.3: Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers' compensation checks which they have received to the accounting department.

ARTICLE XVII
CLOTHING AND CLEANING

17.1: The cost of cleaning a uniform shall be borne by the Township. The Township reserves the right to take bids and nominate a cleaner or cleaners to provide the services for the officers.

17.2: Each member shall receive a "Bank System" for drawing new personal equipment and clothing each year, and for this purpose, the year shall be computed from April 1 through March 31, and credited as an advance for the contract year.

17.3: Officers shall receive eight hundred (\$800) dollars in said bank each year, and in addition thereto, they shall receive two hundred (\$200) dollars in cash as an advance payment for the contract year in the first pay in the month of April. Officers assigned to the permanent positions in the Criminal Investigation Division shall receive eight hundred (\$800) dollars in cash for new clothing each year. Payments are to be paid at the rate of four hundred (\$400) dollars in the first pay period in April, and four hundred (\$400) dollars in the first pay period in October each year. Officers assigned to non-uniformed investigative positions shall also receive four hundred (\$400) dollars in the first pay period in April, and four hundred (\$400) dollars in the first pay period in October each year.

These payments are an advance cash allowance for clothing to be used in the course of their employment. Cash

allowances shall be prorated on a monthly basis if the officers leave said divisions, with credit given for the month of leaving, if over fifteen (15) days are spent in any division in a particular month. The officers assuming these positions during a contract year shall have the right to use the remainder of their bank for that year in the form of cash payments.

17.4: When an officer first enters the service of Clinton Township, they shall be furnished a complete uniform, including a safety vest, by the Township. After they have successfully completed their education courses, their probationary period, and are placed in the seniority system, then, and at that time, they shall be entitled to a clothing allowance as described in the preceding paragraphs; prorated forward to the subsequent April payout date.

17.5: The Township shall repair or replace certain personal property broken, damaged or lost in the line of duty, if not through the negligence of the officer, in accord with the following limitations:

- A. Uniform items or personal items complimenting the officer's performance, as determined by the Chief, damaged or lost in an incident recited above will be repaired or replaced.
- B. Wedding ring shall be repaired or replaced up to a value of \$200.00.
- C. Watches shall be repaired or replaced up to a value of \$200.00.
- D. Personal health items, such as hearing aids, dentures or partials, eyeglasses and the like, shall be repaired, replaced or paid for at a reasonable cost as determined by the Chief upon proper documentation and information being submitted by the Officer.

17.6: The parties hereto agree that in the event there is a change in the basic uniform, the same would not become effective until the next contract period.

17.7: If a change is made by the Township, the payment for the changed uniform will be made through the allowance provided in this Article. The Township will provide enough time so that

such change will not result in a hardship on the officer. The Local Association can grieve an unreasonable change in uniform. In such case the change will not be implemented until an Arbitrator has ruled on the grievance.

17.8: Management shall list brands or specifications of various uniforms required. If they can be purchased at a savings at any uniform shop by the officers, other than the usual source of supply, the officer may follow normal purchase procedure used by the Department to secure said uniform. The clothing allowance shall be limited to purchases of uniforms and equipment as needed to perform assigned duties.

17.9: Safety Vests. The Employer agrees to purchase for each employee a soft-body armor concealable bulletproof vest of his/her manufacturer choice, which shall be approved by the Department prior to purchase. Officers may select a vest up to the maximum threat level available for concealable body armor, but must meet a minimum threat level equal to the departmental service weapon. As a condition of this benefit, the employee agrees to wear said vest during all working hours when he or she is on uniform road patrol duty and further agrees to have the vest available for use while on other assignments. The Employer agrees to replace the vest as is necessary or needed, but at no sooner intervals than five (5) years. Any vest damaged that is not through neglect will be replaced immediately at the Employers expense.

ARTICLE XVIII
LEAVE OF ABSENCE

18.1: EDUCATIONAL LEAVE: Educational leaves of absence shall be granted within the discretion of the Chief of Police for a period of up to one (1) year in order for an officer to attend school on a full-time basis. Upon completion of said leave of absence, the officer shall be returned to permanent duty without loss of seniority, provided there is an opening available and the officer is physically able to perform his or her job. It shall be incumbent and mandatory that an officer on an educational leave shall notify the Chief of Police, in writing, at least one (1) month prior to his or her termination of leave and his or her intent to return to Township employment. His or her failure to so notify the Chief of Police will constitute a waiver of the Township's obligation to return him or her to active duty. If he or she wishes in the future, then

to return to the Township he or she will be considered as a new employee applicant for rehire.

18.2: In the event that the Township does not have an opening available when an officer expresses his or her intent to return to active duty after an educational leave, then and in that event the officer will be returned to active duty when the first opening is available. He or she shall be kept reasonably apprised of the status of openings by the Township.

18.3: Seniority will not accumulate during the leave of absence for educational purposes, but seniority will freeze at the time the officer discontinues his or her service with the department to take his or her leave.

18.4: The officer taking an educational leave shall be allowed to maintain his or her benefits in full force and effect during said leave by making appropriate and timely COBRA contributions to the Township for his or her insurance benefits. He or she shall not be considered an employee of the Township while he or she is on leave. Rights of maintaining his or her benefits shall exist only for the one (1) year period. In addition, once an employee's leave of absence commences, the employee ceases to accrue pension credit, vacation or paid time off.

18.5: ILLNESS IN IMMEDIATE FAMILY: An officer may be granted a leave of absence for a prolonged illness in the immediate family. Said leave is restricted to illness with reference to the spouse, children, mother or father of the officer and is based upon the discretion of the Chief of Police and said leave may be granted up to a six (6) month period. No seniority will accumulate during this period of time, but the officer may maintain his or her insurance benefits in full force and effect during said leave by making appropriate and timely COBRA contributions to the Township for his or her insurance benefits. In addition, once an employee's leave of absence commences, the employee ceases to accrue pension credit, vacation or paid time off.

18.6: GENERAL LEAVE: Employees may be granted a general leave of absence for up to six (6) months with approval of the Chief of Police without loss of seniority already acquired that freezes at that point until he or she returns to active duty. The officer shall be able to maintain his or her insurance benefits in full force and effect during said leave by making

appropriate and timely COBRA contributions to the Township for his or her insurance benefits. In addition, once an employee's leave of absence commences, the employee ceases to accrue pension credit, vacation or paid time off. The Township Board may grant an additional six (6) months general leave, upon written request to the Township Board by the officer. Upon completion of said leave of absence, the officer shall be returned to permanent duty, provided there is an opening available and the officer is physically able to perform his or her job. It shall be incumbent and mandatory that an officer on general leave shall notify the Township at least one (1) month prior to his or her termination of leave and his or her intent to return to Township employment. His or her failure to so notify the Township will constitute a waiver of the Township's obligation to return him/her to active duty. If he or she wishes in the future then to return to the Township, he or she will be considered as a new employee applicant for rehire.

18.7: In the event that the Township does not have an opening available when an officer expresses his or her intent to return to active duty after a general leave, then and in that event the officer will be maintained at the top of the eligibility list and the officer will be returned to active duty when the first opening is available. He or she will be kept reasonably apprised of the openings by the Township. Provided, however, if an opening is not available within a period of eighteen (18) months from the time the officer commences a general leave, his or her right to maintain eligibility is terminated and held for naught.

18.8: That throughout this Agreement, when an officer is on leave, or for some other reason is not presently "actively" employed and under this Agreement he or she has an opportunity to maintain benefits, then and in that event, the benefits shall be timely and appropriately maintained by his or her payment in advance to the Township in accord with the directives of the Accounting Department. This provision is not intended to apply to those instances where an employee is "permanently" separated from the Department.

18.9: Military Leave. The Township shall not provide time away from duty unless required by federal or state law. Any employee eligible for time off shall notify the Employer in writing forthwith and notify the Township immediately upon receiving any orders to attend training. The employee, upon

request of management, shall attempt to attend training sessions in such a fashion as to minimize the loss of manpower.

ARTICLE XIX
OUTSIDE EMPLOYMENT

All members shall be permitted to engage in part-time outside employment provided that the nature of such work does not downgrade their image as a law enforcement agent or the work schedule interfere with their normal duties as law enforcement officers, subject to the approval of the Chief of Police which shall not be unreasonably withheld.

ARTICLE XX
CIVIL LIABILITY INSURANCE AND LEGAL COUNSEL

20.1: That the Township shall provide necessary insurance and legal counsel protecting the employee against any civil liability because of alleged false arrest, detention, imprisonment or malicious prosecution. Said policy shall be in an amount of not less than the Township is presently carrying.

20.2: The Local Association shall be issued a copy of the insurance policy, and each employee shall familiarize themselves with the provisions thereof.

20.3: It is incumbent on each employee to secure their own counsel, to work with the attorneys for the Township or the Township insurance carrier, for those lawsuits which could reasonably be expected to exceed the dollar amount of the insurance protection or causes not covered by insurance. Once a determination has been made that the suit could reasonably be expected to exceed coverage, or if for a cause not covered by insurance, the Township will send notice of same to the employee.

ARTICLE XXI
USE OF PRIVATE AUTOMOBILE

Officers shall not be required to use their private automobiles in connection with department duties.

ARTICLE XXII
MAINTENANCE OF CONDITIONS

The Charter Township of Clinton will make no unilateral changes in wages, hours and conditions of employment during the term of this agreement, either contrary to the provisions of this agreement or otherwise.

ARTICLE XXIII
SCHOOL TUITION

23.1: An employee who on his or her days off attends an accredited college, university or trade school in a course or program related to police service, with the approval of the chief of police, shall be reimbursed by the Township for tuition, purchase of books, and other necessary materials required by the course. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation that he or she is enrolled in the course.

23.2: Employees who on his or her days off attends a college, university or trade school in a course or program related to police service, with the approval of the chief of police, shall be reimbursed a maximum of \$4,000 per calendar year by the Township for tuition, purchase of books, and other necessary materials required by the course.

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

23.4: Employees who submit for reimbursement of funds upon enrollment into a class, shall submit at one time all tuition receipts, book receipts, lab fee receipts, etc. Failure to do so will require that the employee hold all additional receipts until the next time he or she applies for tuition reimbursement.

ARTICLE XXIV
EDUCATIONAL ALLOWANCE

24.1: Both parties to this Agreement believe that it is for the public good to encourage secondary education in those instances where the courses taken for secondary education are of benefit to the police officer in the performance of his or her duties and to this end the parties agree that the Chief of Police, the Local Association President and a person to be mutually chosen by the Local Association and Chief of Police shall determine what secondary educational hours shall be allowed as credit to an officer in determining whether or not an educational allowance shall be granted.

24.2: It is the intention of the parties hereto that such a committee shall consult with the proper educational personnel of the community colleges and the State universities to determine what hours of credit should be given. For example: If an officer is taking classes for a four (4) year college degree in criminal administration or criminal justice and he has taken at least thirty (30) hours of the same courses and he has passed them successfully for which he would have earned a certificate if he had attended a different institution then and in that event he shall be given the thirty (30) credit hours as though he had earned a certificate and in those cases where he has sixty (60) hours in courses where he would have received an Associate Degree if he had taken such courses and passed them successfully in a different institution, then he will be given credit as though he had an Associate Degree.

24.3: For those officers who have earned an equivalent credit of a certificate, said officers shall receive an additional two hundred dollars (\$200.00) per contract year. For those officers who have earned an equivalent of or an Associate Degree, said officers shall receive an additional four hundred dollars (\$400.00) per contract year. For any officer who has completed one hundred twenty (120) hours in a field relating to law enforcement and/or a B.A. -B.S. Degree will be entitled to a yearly payment of six hundred dollars (\$600.00).

24.4: It is further agreed that the payments stated above are inclusive rather than cumulative. If an officer who has completed the one hundred twenty (120) hours shall be paid a total of six hundred dollars (\$600.00) annually that will be the maximum, he receives even though he has the equivalent of a certificate of an Associate Degree. For those officers who have

the equivalent of an Associate Degree and are receiving four hundred dollars (\$400.00) annually, that shall be the complete amount of educational allowance received even though he also holds the certificate credits.

24.5: It is further agreed that officers entitled to educational allowance shall receive their allowance annually, pro-rated as of June 30th each year and paid in the first regularly scheduled pay in July.

24.6: For those officers who have become a member of the Clinton Township Police Department after the execution of this agreement who have earned an equivalent credit of a certificate, said officers shall receive a one-time payment of two hundred dollars (\$200). For those officers who have earned the equivalent of an associate degree, said officers shall receive an additional one-time payment of two hundred dollars (\$200). For any officer who has completed one hundred twenty (120) hours in a field relating to law enforcement and/or a B.A. - B.S. degree shall be entitled to an additional one-time payment of two hundred dollars (\$200).

24.7: It is further agreed with respect to those officers entitled to an educational allowance who became police officers and members of the police department after the execution of this agreement that such one-time payment shall be paid in the first regular scheduled pay in July of each year following the completion of their certificate, associate degree, or B. A. - B. S. degree or the equivalent approved hours.

ARTICLE XXV
WEAPON ALLOWANCE

25.1: Each member shall be compensated at the rate of two dollars (\$2.00) per day for carrying their side arm. Payment for said weapon allowance shall be paid on the last regularly scheduled pay of each contract year.

25.2: It is further agreed that each member covered by this agreement will be allowed to participate in a shooting program, with a minimum of one (1) shooting for qualification, conducted as part of training scheduled during the normal working hours and while on duty.

25.3: It is further agreed between the parties hereto that the police department shall have a qualified gunsmith inspect each weapon at least once a year to clean same and determine its condition relative to tuning and safety, and if any defects are found, the same will be corrected before the weapon is returned to the Department for use. Each officer shall be provided all new ammunition each calendar year. Ammunition for rounds used or found defective shall be replaced immediately.

25.4: It is understood by the parties that the Department does not require Officers to carry firearms when they are off duty.

ARTICLE XXVI
LONGEVITY

Effective April 1, 2016, longevity is eliminated from the contract and, in exchange, \$1,040.00 is rolled into the salary schedule at the forty-eight (48) month top pay rate.

ARTICLE XXVII
SHIFT DIFFERENTIAL

27.1: For road patrol and traffic assignments, members who work midnight shift (6:00 p.m. to 6:00 a.m.) shall receive an additional six percent (6%) over their base hourly rate for each hour worked. Members assigned non-road patrol positions who work the afternoon shift (4:00 p.m. to 12:00 a.m. or 3:00 p.m. to 11:00 p.m.) shall receive an additional four percent (4%) over their base hourly rate for each hour worked.

27.2: All shift premium payments shall be included with member's regular pay for the pay period when hours were worked and shall include all overtime and holidays as well as regular scheduled shifts, but will not include hours of overtime paid for court appearances.

ARTICLE XXVIII
MEDICAL AND HOSPITALIZATION INSURANCE
FOR WIDOWS OR WIDOWERS AND FAMILY

28.1: WIDOW OR WIDOWER AND FAMILY BENEFITS: Upon death of any full time employee of the police department, the Township

shall make available a hospitalization insurance policy for the deceased's spouse and family provided the cost of said policy shall be paid by the widow/widower or deceased's family at least one (1) month prior to the date upon which the premium is due.

28.2: The policy referred to in this section will be a type policy which shall be as equal as possible and providing hospitalization insurance policies as the Township provided for the employee prior to his death, it being fully understood that it might not be possible for the Township to acquire the same hospitalization policy under its present group insurance arrangement and the widow or widower and family shall have the right to discontinue this policy at any time since the service rendered by the Township is only one of servicing the arrangements for payments provided the Township is paid in advance.

28.3: The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries, however, in the case where there are dependent children of the deceased employee under the age of nineteen (19) years, then in that event, the widow, widower's children or guardian for the minor children may elect to have the Township acquire the said hospitalization insurance policy for said children provided the full cost of the premium of such insurance shall be paid to the Township at least one (1) month in advance of any premium due date.

28.4: DUTY DEATH - SPOUSE and DEPENDENT MINOR CHILDREN: Upon death of any full time officer of the police department, should death occur on duty, the Township shall provide a hospitalization and medical insurance policy for the deceased's spouse and dependent minor children and the cost of said policy shall be paid for by the Township.

The hospitalization insurance policy provided for by the Township in this section, shall be equal to the policy provided for the officer prior to his or her death.

The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries, however, in the case where there are dependent minor children of the deceased officer, then in that event, the widow, widower's children or guardian for said minor

dependent children may elect to have the Township acquire the said hospitalization insurance policy for said minor dependent children with the cost of said policy being paid for by the Township until the child is no longer a minor dependent child.

ARTICLE XXIX
SUBCONTRACTING OF UNIT WORK

The Township will not, except in cases of emergency, assign work currently being performed by officers covered under this contract to outside agencies and/or departments.

ARTICLE XXX
SCHEDULING

30.1: Shifts. For bargaining unit members assigned to a road patrol position, the work day shall consist of a twelve (12) hour tour of duty, with not more than forty-five (45) minutes off duty for lunch. A tour of duty for road patrol personnel shall begin at 6:00 a.m. and 6:00 p.m. For bargaining unit members assigned to non-road patrol positions, the work day shall consist of an eight (8) hour tour of duty, with not more than thirty (30) minutes off duty for lunch. A tour of duty for non-road patrol personnel shall be established by the necessity of the position. It is agreed and understood that arraignment officer duty is an eight (8) hour tour of duty position.

The 12-Hour Work Schedule (14-day cycle) is as follows:

	Sat	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Platoon 1			W	W			W	W	W			W	W	
Platoon 2	W	W			W	W				W	W			W
Platoon 3			W	W			W	W	W			W	W	
Platoon 4	W	W			W	W				W	W			W

Days - 6 a.m. to 6 p.m. - Platoons 1&2
 Nights - 6 p.m. to 6 a.m. - Platoons 3&4

For bargaining unit members assigned to a road patrol position, the work period shall consist of fourteen (14) consecutive days. Hours worked from eighty-one (81) through eighty-four (84) during the fourteen (14) day work period shall be compensated at the straight time rate as either regular pay or compensatory time to be used in accordance with Departmental policy. The employee shall designate which form of compensation

he/she selects for hours eighty-one (81) through eighty-four (84) at time of shift selection for the subsequent six-month period. Those officers assigned to traffic duty as of the signing of this agreement may elect to either move to a twelve (12) hour tour of duty or remain in the eight (8) hour tour of duty and shift presently assigned. Once a traffic duty position is vacated by the incumbent, all subsequent traffic duty appointments shall be twelve (12) hour tour of duty.

In the event an officer does not respond to shift pick requests within established time limits set by the Department, the Department will assign a shift to that officer.

30.2: Changing Shifts:

- A. Any officer changing his or her shift during the year at the order of the Department will be placed in the group of the Officer he or she is replacing, taking the appropriate number within the group determined by his or her seniority.
- B. Any officer changing his or her shift during the year as a result of his or her request, will be placed in the group of the Officer he or she is replacing, and taking the seniority of that Officer within that group.

30.3: Returning from Special Assignments:

- A. Should an officer return to the Road Patrol from another assignment such as Detective Bureau, Special Investigation, COMET, MATS, etc., and the officer has completed his service time with that assigned position, he shall return to his or her assigned shift prior to that assignment.

He or she may be placed in a group at the discretion of the shift commander taking the appropriate number within the group determined by his or her seniority.

- B. Should an officer return to the Road Patrol from another assignment such as Detective Bureau, Special Investigation, COMET, MATS, etc., and the return is the Officer's request prior to the completion of service time, or the Department's

request due to the Officer's inability to meet the requirements, he or she shall be placed in the group of the officer they are replacing on the road, taking the appropriate number within the group determined by his or her seniority.

30.4: As part of minimum shift compliment there will be no less than two (2) patrol cars staffed by two (2) patrol officers on patrol from 6:00 p.m. to 6:00 a.m.

30.5: Officers unable to fully perform their regular job duties due to an on-duty injury, on-duty illness, off-duty injury, maternity or non-contagious illness shall have the option of working in light duty status.

When there is more than one (1) officer from the same shift assigned to light duty status, the Department may assign the additional officer(s) to another shift. The following criteria shall be applied when making such shift reassignment:

- A. Officers on light duty due to on-the-job illness or injury shall have preference for shift selection over officers on light duty due to non-duty related reasons.
- B. If the officers are on light duty because of the same reasons (i.e. on-duty or off-duty) the officer with the greater seniority shall have preference for shift selection.
- C. Officers on light duty status that are reassigned to another shift shall receive the higher shift differential of their normal shift or the shift they have been reassigned on.

Officers required to attend medical appointments while off duty shall be paid in compensatory time at the overtime rate of one and one-half (1-112) times their normal base hourly rate of for all time spent with a minimum of two (2) hours for each appearance.

30.6: It is agreed and understood that in the event of foot patrol being assigned by the Chief of Police, there shall be two (2) officers assigned to such duty.

30.7: The Clinton Township Police Station will be manned by at least one (1) full-time police officer at all times, who will be responsible for the booking, printing, photographing and lodging of all prisoners. This officer shall be assisted by the arresting officers when he believes the prisoner or situation creates a potential safety problem.

ARTICLE XXXI
RESERVE OFFICERS

31.1: All persons utilized as Clinton Township Police Reserve Officers or Dispatchers shall be required to wear shoulder patches on their uniforms and/or badges which clearly and conspicuously distinguish such persons as a reserve officer or dispatcher, whichever the case may be. No reserve officer or dispatcher shall be allowed to wear a badge during outside employment.

31.2: No reserve officers shall be assigned to any member of this bargaining unit without member's consent and then only in the capacity of an observer or trainee. Reserve officers shall not be considered as personnel in regards to Article XXX Minimum Personnel Requirement.

ARTICLE XXXII
TRADING DAYS

The exchange of work days may be permitted with the approval of the Chief of Police or the command officer it was requested of, however, sick days shall never be exchanged, traded in, given away or transferred. If an officer agrees to exchange work days and fails to appear for duty, he/she shall be held responsible for failure to appear that day.

ARTICLE XXXIII
SEPARATE CHECKS

Where separate checks are referred to in this contract, it is understood by the parties to mean that the accounting department, at its option, rather than issuing separate checks may issue one check for the regular pay period and include in that check the amount that would normally be contained within a separate check for such matters as education

allowance, weapons allowance, holiday pay, longevity pay, and show-up time.

ARTICLE XXXIV
WORK ASSIGNMENTS

34.1: All monthly work assignments and leave days will be posted at least ten (10) days prior to the expiration of the current schedule, and same shall not change after this time without mutual agreement of union members and management.

34.2: Any time off granted by the department in the form of vacation time, personal leave, scheduled leave, leave days or other work leave shall not be canceled by the department if it was scheduled forty-eight (48) hours prior. In an emergency, a change can be made, provided a member receives a minimum of forty-eight (48) hours' notice.

ARTICLE XXXV
DEDUCTIONS

The Township will make arrangements for the deduction of United States Savings Bonds and deferred compensation plans from employees' paychecks.

Other than those deductions previously mentioned in this contract, the Township will not be required to make any further deductions from an employee's paycheck unless it is required by law.

ARTICLE XXXVI
RESIDENCY

The Township agrees that it will not impose or attempt to impose any residency requirements upon any members of the Association Bargaining Unit.

ARTICLE XXXVII
BILL OF RIGHTS

37.1: No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test or similar test, or chemical such as sodium pentothal or truth serum tests or similar tests by whatever name called for any reason unless such employee shall demand said examination in writing.

37.2: No employee shall be discharged, disciplined, or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called.

37.3: The employer and/or employee shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the employer and any employee unless disclosure of such device is made to the employer and/or employee prior to such conversation or the employer has received a proper court order.

37.4: Except when on duty, in uniform, or when acting in his official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

37.5: Employees shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations or the heads of such organizations or corporations for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights arising out of the officer's performance of official duties.

37.6: Any employee shall have the right to examine any and all personnel files maintained by the employer regarding the employee with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays. Officers may comment in writing to any adverse materials placed in his or her personnel file.

37.7: The employee's files shall not be made available to any person or organization other than the employer and employee without the employee's written authorization, except pursuant to

an appropriate Court or Civil Service Commission order or subpoena.

37.8: No employee shall be required or requested for purposes of assignment or other personnel action to disclose any item of his or her property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his or her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his or her official duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

37.9: Whenever any employee is under investigation or subject to questioning by the employer or its designated representative for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation, interview, interrogation and/or counseling shall be conducted under the following conditions:

- A. The questioning shall be conducted at a reasonable hour, when possible, preferably at the time when the employee is on duty. Questioning shall take place at the Police Department, unless the officer consents to another location or the officer is physically unable to report to the Police Department. If the officer is off duty, he or she shall be compensated at the proper overtime rate listed in Article VIII.
- B. Any employee, at his or her request, shall have the right to be represented by counsel and/or Association representatives prior to making any statements, written or verbal, concerning any act, incident or occurrence from which counseling, disciplinary action, criminal prosecution or civil suit might result.
- C. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing/interrogating officer and all persons present during the questioning if not already known to the employee.

- D. The employee under investigation shall be informed of the nature of the investigation prior to any questioning and he or she shall be informed of the name of the complainants. Exception is made in those instances where the complainant must remain anonymous for security or confidential reasons, or is unknown to the investigating officer. Transcripts, other relevant documents, evidence and evidence generated by the hearing shall be made accessible to the officer after questioning. Officers shall be notified of the outcome of the investigation.
- E. The questioning session shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The employee being questioned shall not be subjected to offensive language or threatened with transfer, dismissal or any disciplinary action. No promise or reward shall be made as an inducement to answering questions.
- G. Upon disclosure, the employee and/or employer will be permitted to record the complete interrogation session including all recess periods. There shall be no unrecorded questions or statements.
- H. If the employee under investigation would have "Miranda" warnings available to him/her as a civilian or is likely to be placed under arrest as a result of the investigation, he or she shall be completely informed of all his or her rights prior to the commencement of the questioning.

37.10: An Employee will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.

37.11: Any Employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, including a Preliminary Crime Report, until such time when the employee has been able to contact an Association

official and/or attorney and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the officer during his Preliminary Crime Report or any other oral or written statements that may be required.

37.12: No employee will be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights or any rights afforded him or her by this contract.

ARTICLE XXXVIII
DISCIPLINARY PROCEEDINGS

38.1: When any complaint or charge shall be brought against any employee or disciplinary proceedings are contemplated against an employee under such circumstances that the misconduct being investigated, if substantiated, would constitute a crime under State or Federal law, no statement shall be taken from the officer nor shall be interrogated, except in accordance with the following procedures:

38.2: Employees shall be allowed to have a representative from the Union present at all meetings, conferences or hearings which they believe may result in disciplinary action.

38.3: The officer shall first be advised of the charge or charges against him, either by the Chief or by a Command Officer of the Department.

38.4: The officer shall be advised of his right against self-incrimination and of his right to legal counsel. Legal counsel may appear with the officer in any subsequent proceedings if the officer so desires.

38.5: NOTIFICATION OF COMPLAINT. When a complaint against an officer is registered by another member of this department, either verbal or written the officer the complaint is made against shall be notified and given an opportunity to reply to said complainant. When necessary this notification may be withheld until complainant is investigated.

38.6: Disciplinary action which results in loss of pay will be implemented no later than the first scheduled work day following the day that the employee is served with the notice of

discipline. Disciplinary suspensions shall result in loss of pay but the employee shall be entitled to benefits as if he or she continued to work.

38.7: The officer and his counsel if any, shall be entitled to a written statement of the charges, against the officer, which are being investigated upon demand for same, provided the time is reasonable. Any such statement of charges may be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement) or amended or amplified statement of charges.

38.8: The officer may then be ordered to make a statement concerning the charges against him, and to submit to interrogation. The officer may decline to do so, but any such refusal shall constitute grounds for disciplinary action.

38.9: If the officer chooses to make a statement and submit to interrogation, any such statement and any answer resulting from interrogation may be used as the basis for disciplinary action, and may also be used in any proceedings before the Civil Service Board or Arbitration in the event of appeal of such disciplinary action. For any and all other purposes, any such statement or answers to interrogations shall be privileged and shall constitute a private record, and shall not be made available without the signed consent of the officer to any person or agency, except pursuant to subpoena issued by or any authority.

38.10: Any and all of the rights and privileges conferred herein upon members of the Association may be waived by the officer, but any such waiver shall be signed and in writing. Nothing herein is intended to contravene any other rights, duties, or privileges contained in Act 78.

ARTICLE XXXIX
SALARY STRUCTURE

The parties hereto agree that the annual base salary for patrol officers for the period extending from April 1, 2016 through March 31, 2021, and thereafter until amended, shall be as follows:

	Effective 4/1/2016	Effective 4/1/2017	Effective 4/1/2018	Effective 4/1/2019	Effective 4/1/2020
	1.50%	2.00%	2.00%	2.00%	2.00%
Start	46,526	47,457	48,406	49,374	50,361
6 mos.	47,989	48,949	49,928	50,927	51,945
12 mos.	51,644	52,677	53,731	54,805	55,902
18 mos.	53,843	54,920	56,018	57,138	58,281
24 mos.	56,770	57,905	59,063	60,245	61,450
30 mos.	58,963	60,143	61,346	62,572	63,824
36 mos.	62,620	63,873	65,150	66,453	67,782
42 mos.	66,276	67,602	68,954	70,333	71,740
48 mos.	70,992	72,412	73,860	75,337	76,844

Retro pay calculation for 4/1/16 shall include roll in longevity (\$1,040) and the 1.50% shall be applied. Then an officer's longevity should be subtracted at a prorated rate from April 1, 2016 through the last pay period in November, 2016.

All members of the bargaining unit shall participate in Direct Deposit for all Township pays.

Patrol persons assigned to the Detective Section of the Criminal Investigation Division shall be awarded a rate of pay which is one hundred ten percent (110%) of the patrol officer maximum.

School Liaison assignments will be paid one hundred two percent (102%) to start, one hundred four percent (104%) after one (1) year, and one hundred six percent (106%) after two (2) years. Assignments will last a maximum of four (4) years, dependent on school system funding.

ARTICLE XL
PERMANENT SHIFTS

40.1: Shifts for each contract year shall be determined by seniority as a police officer in the Clinton Township Police Department.

40.2: Permanent shifts for non-probationary road patrol officers shall be divided into two (2) periods. The first period shall extend from May through October, consisting of seven (7) four (4) week schedules and shall be chosen by seniority. The second period shall extend from November through April, consisting of six (6) four (4) week schedules and shall

be chosen by seniority. The first period picks shall be made on the third Wednesday in February. Second period picks shall be made on the third Wednesday in August. All road patrol officers shall put down a first, second, and third choice for each period. Specific shift hours, such as early shift or late shift, shall be indicated also. Officers may submit absentee requests.

40.3: The selection process described in Section 40.2 shall only be applicable to officers while assigned to the road patrol and shall not affect the department's right to transfer officers between divisions and bureaus, which may affect the officer's working conditions.

40.4: Permanent shifts for those officers assigned to bureaus or other divisions other than the road patrol shall extend from April 1st to March 31st and shall be selected on the third Wednesday in February by seniority.

40.5: The police administration may rotate probationary officers in three (3) month intervals or as required by the Field Training Officer Program for a period of one (1) year. The number of permanent shift picks will not be affected by those on this one (1) year rotation.

ARTICLE XLI
TERM OF CONTRACT

This contract shall be effective as of April 1, 2016 and shall remain in full force and effect until midnight March 31, 2021. Economic benefits accruing from the effective date of this contract shall be retroactive to April 1, 2016, unless otherwise stated, and shall be paid to bargaining unit members as soon as reasonably possible.

ARTICLE XLII
LEGALITY

The parties hereto realize that certain court decisions or change of legislation during the term of this contract may make certain portions of this Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision that is not consistent with the

law or legislation is invalid, and the remaining portions of this contract shall remain in full force and effect.

Pursuant to Public Act 9 of 2011, the parties are notified that an emergency manager appointed under the Local Government and School District Fiscal Accountability Act (Public Act 4 of 2011) may reject, modify, or terminate the Collective Bargaining Agreement of the parties as provided in Public Act No. 4 of 2011.

This clause is inserted into this document pursuant to Public Act 9 of 2011 (MCL 423.215 (7)-(9)). By signing this agreement, the Union does not agree to acknowledge that this provision is binding on the Union. The Union reserves the right to assert, where appropriate, that this clause is not enforceable. Should Public Act 9 of 2011 be repealed, amended, modified or judicially limited in any way, this provision is limited or unenforceable consistent with such act.

ARTICLE XLIII
PENSIONS

43.1: Members of the bargaining unit shall be provided pension benefits in accord with Act 345 of P.A. 1937, as amended. The parties agree that the de facto operation of the Retirement System for the Charter Township of Clinton consists of a defined benefit plan, commonly referred to as an annuity plan and the defined contribution plan, commonly referred to as a savings plan. These plans have been treated by the parties of this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service Rules and Regulations and the tax laws to maintain qualified plan status of the defined benefit plan (annuity plan) and the defined contribution plan (savings plan) under Section 401 (a) or any other applicable Section of the Internal Revenue Code.

43.2: Officers may retire with normal service of twenty-five (25) years, regardless of age. Upon retirement, a member shall receive a regular pension of two and eight-tenths percent (2.80%) of their average final compensation multiplied by the first twenty-five (25) years of service. Effective upon the signing of this contract, there shall be no pension benefit

reduction when an individual member receives full Social Security benefits and the maximum pension. benefit allowed will be seventy percent (70%) of final average compensation.

Members hired on or after April 1, 2011: Bargaining unit members hired by the Township on or after April 1, 2011, shall be provided a regular retirement pension equal to two percent (2%) of the member's average final compensation multiplied by all years of service prior to the member's anniversary date occurring after 4/1/2011.

Annual pension service credit years commencing on an employee's anniversary date after 4/1/2016 shall be earned with a 2.8% multiplier for post 4/1/2011 hires. The 10.12% normal contribution rate identified in the actuarial valuation shall be paid by the employee for years earned with the 2.8% multiplier with a maximum pension benefit of 70%.

43.3: "Average final compensation" shall mean the average of the three (3) years of highest annual compensation received by the member during their ten (10) years of service immediately preceding their retirement or leaving service. Effective upon the signing of this contract, a member will vest in the pension system at eight (8) years.

43.4: Upon normal service, excluding disability or early retirement, members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township's actuary using a method intended to prevent such contribution withdrawal from costing the Township or the pension fund any additional monies. For purposes of this calculation the actuary shall use the then current interest rate for immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use mortality table used for the most recent regular actuarial determination.

43.5: The Township shall provide the Union with any changes in the components which make up the elements of Average Final Compensation. At the present time those monetary benefits that are computed for Average Final Compensation purposes are: regular salary, overtime pay, longevity pay, pay in lieu of holiday and/or vacation time, education allowance, show up time and shift differential.

43.6: Effective August 1, 1998; bargaining unit members shall pay a pension contribution into said Act 345 Pension Fund of six and fourteen-hundredths percent (6.14%) of all salary paid. Effective upon ratification, the employee contribution for employees hired prior to April 1, 2011 shall increase from six and fourteen-hundredths percent (6.14%) of all salary paid to eight and fourteen-hundredths percent (8.14%). Effective April 1, 2011, the employee contribution into the Act 345 pension fund shall be four percent (4%) of taxable compensation for employees hired by the Township on or after April 1, 2011.

43.7: Surviving Spouse Benefit for Retiree on Duty Disability Retirement. A surviving spouse of a retiree who is receiving a duty disability pension at the time of death shall continue to receive the same duty disability pension benefit throughout the life of the surviving spouse. It is understood that this would entitle the surviving spouse to the same benefits he or she would receive had the retiree lived to the age of fifty-five (55) years and has selected their spouse as beneficiary under Act 345.

43.8: It is hereby understood and agreed that Section 6 (1) (i) of Public Act 345 of 1937, as amended, shall be amended to provide:

If a member continues in service on or after the date of acquiring 10 years of service credit and does not have an Option I election provided for in subdivision U) in force, and dies while in service of the municipality before the effective date of the member's retirement, leaving a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected option I provide for in subdivision (h), and nominated the spouse as survivor beneficiary.

43.9: For employees who retire on or after (April 1, 2008), after 5 years of retirement said retirees will be eligible for annual 13th check not to exceed the retirant's normal monthly retirement check. Said check will be distributed if investment funds attributed to the Police members exceed eight (8%) percent. Up to 50% of said excess will be used to make such payments. If 50% of the excess is not sufficient to make a payment equal to a monthly check then the amount available will be distributed equally among the eligible retirees. Unused excess will not be carried over from one year to the next.

43.10: The Township agrees to create a 401(a) defined contribution plan for bargaining unit members who have reached the 70% cap in the Act 345 defined benefit pension system. The 401(a) defined contribution plan will be maintained with Fidelity Investments and will require a mandatory Township contribution of 7% of wages and a mandatory employee contribution of 7% of wages. Thereafter, the Township will match an employee's contribution dollar for dollar at the current maximum allowed by the Internal Revenue Service up to 25%. Upon entering the 401(a) defined contribution plan, the employee's bi-weekly contribution to the Act 345 pension system will cease. During participation in the defined contribution plan, the participant continues with full employment status and receives all future promotions and benefit/wage increases. It is understood by both parties to this agreement that voluntary employee contributions are post-tax contributions. It is also understood by both parties that it is the participant's sole responsibility for analyzing the tax consequences of participation in the 401(a) defined contribution system.

43.11: Purchase of Military/Prior Police Service

Note: This benefit is only available to those who are members of this bargaining unit at the time of ratification by both parties.

- A. Member may purchase up to two (2) years of military/prior police service (combined) credit at 100% of the actuarially determined cost.
- B. Members who have already purchased military/prior police service credit are not eligible to purchase more time.
- C. Within sixty (60) days of ratification of this Agreement by both parties, the member must declare his/her intent and request the actuarial study.
- D. The member pays full cost of the study.
- E. Within sixty (60) days of receipt of the actuarial study, the member must pay for the purchase of service time or decline.
- F. Purchase of service time must be for a minimum of six (6) months' time.

- G. Payment for service time must be made in a lump sum.
- H. The cost of military/prior police service time purchased by the employee shall not be refundable to the employee under any circumstance nor will it be included as part of any annuity withdrawal refund.
- I. An equivalent purchase of retiree health care service credit must be made at the same time at 100% of actuarial determined cost.

ARTICLE XLIV
HOSPITALS FOR EMERGENCY WORK RELATED INJURIES

The parties agree that in the event of an on duty injury the Township will use the Henry Ford Macomb or the McLaren Macomb Hospital, and each employee will in advance notify the Township of their desire in order to have the information available in the event of an emergency.

ARTICLE XLV
MISCELLANEOUS PROVISIONS

45.1: In service Training and Other Police Training Programs. The Clinton Township police department will make every effort to ensure that its members are afforded opportunities to increase their knowledge of the job through various in service training programs. Every effort will be made to make sure that each member has an updated first aid card and is also trained in CPR. The training will either be conducted while the member is on-duty or the member will be compensated at the proper overtime rate.

The department will also make arrangements to send at least one man (road patrol) to the Macomb County Community College training programs. This in no way limits the department from sending members to other schools for training purposes, one man per month carried either as work leave or paid the proper overtime rate. Selection shall be based on seniority with the most senior having the first pick and so on down the list until every member has had a choice, then the list starts over again. However, a member may choose not to attend and thus pass his choice on down to the next on the list.

The department shall equalize training sessions between the command officers and the patrol officers by sending

at least an equal number of patrol officers to specialized classes or seminars as they send command officers.

The training sessions established by the department are considered mandatory for all members, provided the notice of same is posted at least thirty (30) days, when possible, in advance of the session. If the member is not excused by the Police Chief or the Inspector or their designee, then the first training period missed shall result in a sanction of one-day suspension without pay for such member and any additional failures to attend which results in two or more within a one (1) year period shall subject the officer to additional sanctions, up to and including discharge. If an officer is excused from training, the training session will be made up at a later date. The department will schedule the date for a make-up, at which time an officer may be either on duty or off.

45.2: Vehicle Specifications. The department agrees to furnish patrol vehicles which have a minimum of one hundred six (106) inch wheelbase and are equipped with air conditioning.

Upon mutual agreement of the Chief of Police and the Local Association Executive Board, vehicles used for other purposes may be equipped with a minimum wheelbase less than one hundred six (106) inches.

45.3: Accrued Time Earned. The department shall provide members of the bargaining unit with a running total of their accrued vacation and paid time off hours every four (4) months.

45.4: The Police Department will provide a glass enclosed and locked bulletin board for the exclusive use of the Local Association in posting Local Association notices and job opening announcements. The notices will not include political advertisements.

45.5: K-9 Officer. Vacancies in the position of K-9 Officer shall be filled in accordance with Article 6.5. The K-9 Officer will be paid a premium equal to three and three-quarters (3-3/4) hours at straight time per week. The K-9 Officer will be assigned a Police Department vehicle which will be designated as the K-9 Unit. The maintenance for this vehicle will be paid for by the Clinton Township Police Department. The cost for medical care and food for the canine will be assumed by the Clinton Township Police Department. The K-9 Officer will be provided a minimum of two (2) training days per month for the K-9 Program

and the K-9 Officer will be granted Work Leave Days for same. Assignment of K-9 will be working life of the dog.

ARTICLE XLVI
FIELD TRAINING OFFICER PROGRAM

The following conditions shall apply in the implementation and operation of the Police Department's Field Training Officer Program.

46.1: Field Training Officers will be provided with forty (40) hours of MLEOTC certified instruction for FTO to prepare the skills necessary to apply practical in-the-field training/coaching techniques and to reliably assess the trainee's performance.

46.2: The FTO will receive one and one-half (1.5) hours of overtime for each eight (8) hour shift worked with the trainee.

46.3: The FTO will receive two (2) hours of compensatory time for each forty (40) hours worked with the trainee.

46.4: Overtime will be paid for regular scheduled FTO Unit meetings if applicable.

46.5: The trainee will not count in the calculation of minimum manpower.

46.6: The FTO in the first four (4) weeks of training will not be counted in minimum manpower. After the first four (4) weeks, the FTO will not be counted towards minimum manpower if the trainee is brought in for pre-scheduled training.

46.7: The FTO and the trainee will not count as a two (2) officer car.

46.8: Reference to this Article the probationary officer will be referred to as a trainee.

ARTICLE XLVII
POLICE DETECTIVE CLASSIFICATION

The following conditions shall apply in the implementation and operation of the Police Detective Classification.

47.1: This is a non-supervisory career position. Employees in this classification shall be allowed to accept transfers to other permanent positions and promotions or to return to the position of patrol officer.

47.2: Four (4) years seniority is required to be eligible to test for this position.

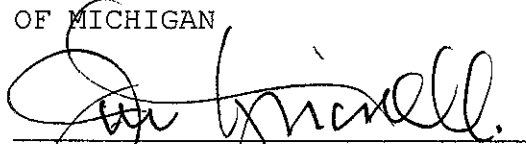
47.3: Promotions to this position will be made in accordance with Civil Service procedures.

47.4: Employees in this classification will be paid one hundred ten percent (110%) of a police officer's maximum base pay upon assuming the position.


47.5: Employees in this classification shall continue to receive all benefits provided to police officers under this collective bargaining agreement.

IN WITNESS WHEREOF, the Charter Township of Clinton, a Michigan Municipal Corporation, has caused the foregoing instrument to be duly certified and executed by the Township Board of Supervisors and the Police Officers Association of Michigan, as exclusive bargaining agent for the Local Association of Clinton Township Police Officers, has caused the foregoing Agreement to be executed by its duly constituted officers.

POLICE OFFICERS ASSOCIATION OF MICHIGAN


James A. Tighanelli
Business Agent

CHARTER TOWNSHIP OF CLINTON


Robert J. Cannon
Township Supervisor

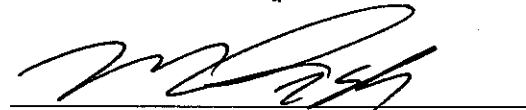
CLINTON TOWNSHIP POLICE OFFICERS ASSOCIATION


Brandon Blake, President



K. Meltzer, Township Clerk


Thomas Holloway, Vice President


William S. Smith, Human Resources Director


Mike Marker, Secretary


Karl Simon, Treasurer


Joe Biggers, Recording Secretary

APPENDIX "A"
PAY IN LIEU OF HEALTH INSURANCE COVERAGE

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

- A. Eligibility. All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:
1. Providing written proof that they have current coverage under another health insurance plan and;
 2. Submitting the "Waiver of Medical Insurance" form which appears as Appendix B to this Agreement.
- B. Amount of Benefit. The Employment will compensate the employee in the amount of \$100 per pay period in addition to his or her normal pay.
- C. Stipulations. The parties agree to the following stipulations:
1. Employees may elect this option at any time.
 2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retro- active payments.
 3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the

unemployment of the individual covering the employee under another plan.

4. Those persons who are eligible for hospital/medical insurance at the inception of this Agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.
5. In those cases where both a husband and wife work for the Township, one person may carry his or her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
6. When an employee elects to drop his or her insurance coverage, he or she must drop it for him/herself and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his or her children).
7. The Provisions of this plan which pertain to adding or dropping insurance coverages are subject to the administrative rules of the insurance carriers for the Township.

APPENDIX "B"

WAIVER OF MEDICAL INSURANCE
AND
ELECTION OF SUPPLEMENTAL PAY
IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

_____*
(Name of Company or Carrier)

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

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

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

Name (PLEASE PRINT)

SIGNATURE

DATE

DEPARTMENT NAME

SOCIAL SECURITY NUMBER

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

APPENDIX "C"

LETTER OF UNDERSTANDING BETWEEN
CLINTON TOWNSHIP AND THE
POLICE OFFICERS ASSOCIATION OF MICHIGAN

Both parties hereby agree that Article XXXVIII and Article XXXIX of the Collective Bargaining Agreement is clarified as followed: Employees being interviewed, solely for internal investigative purposes, and who are ordered to make a statement as a condition of employment, shall only be advised of their Garrity Rights.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CLINTON TOWNSHIP

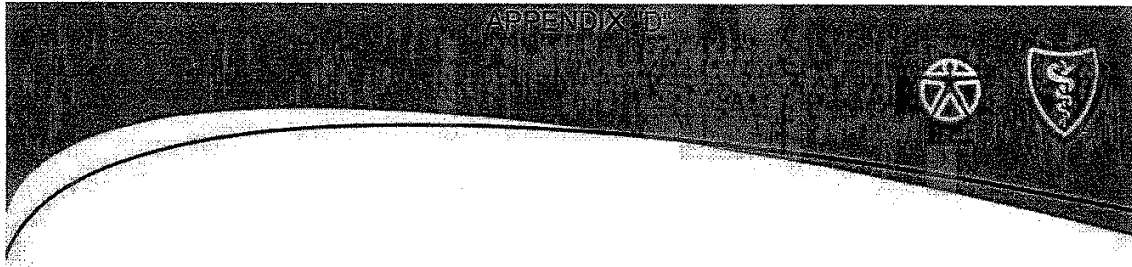
James A. Tignanelli

Fred Posavetz, Chief of
Police

CLINTON TOWNSHIP POLICE
OFFICERS ASSOCIATION

Brandon Blake, President

APPENDIX "D"



**Community BlueSM PPO
 Benefits-at-a-Glance**

**Township of Clinton
 Group: 16189-670, 970**

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

In-network

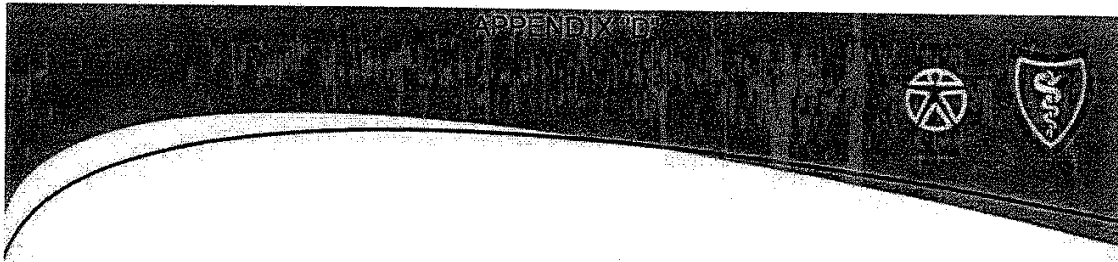
Out-of-network

Member's responsibility (deductibles, copays and dollar maximums)

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. 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.

	In-network	Out-of-network
Deductibles	None	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year
Copays		
• Fixed dollar copays	<ul style="list-style-type: none"> • \$10 copay for office visits • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
• Percent copays	50% of approved amount for private duty nursing See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copay amounts.
Copay dollar maximums		
• Percent copay maximums – includes general medical only – excludes fixed dollar copays and mental health care, substance abuse treatment and private duty nursing percent copays	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
• For groups of 51 or more employees (including seasonal and part-time) that are subject to the MHP law, copays for mental health care and substance abuse treatment are subject to a separate copay maximum	Not applicable	\$2,000 for one member, \$4,000 for two or more members each calendar year
Dollar maximums	\$1 million lifetime maximum per covered specified human organ transplant type and a separate \$5 million lifetime maximum per member for all other covered services and as noted for individual services	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



	In-network	Out-of-network
Preventive care services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year		
Health maintenance exam – includes chest x-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological exam	Covered – 100%*, one per calendar year	Not covered
Pap smear screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-baby and child care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices and the American Academy of Pediatrics	Covered – 100%*	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

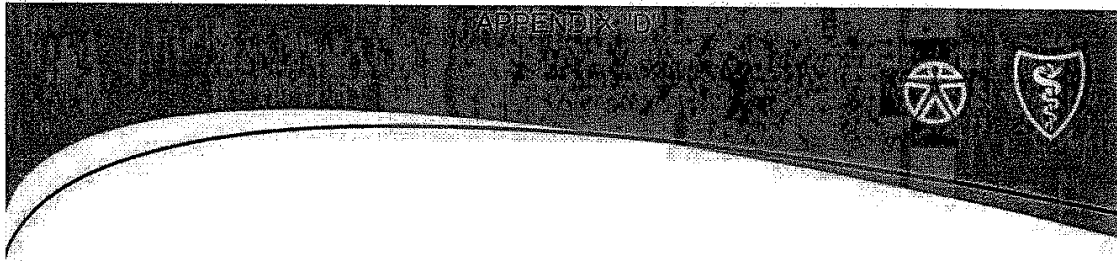
Mammography		
Mammography screening	Covered – 100%	Covered – 80% after deductible
One per calendar year, no age restrictions		

Physician office services		
Office visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Outpatient and home medical care visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office consultations	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary
Urgent care visits	Covered – \$10 copay per office visit	Covered – 80% after deductible, must be medically necessary

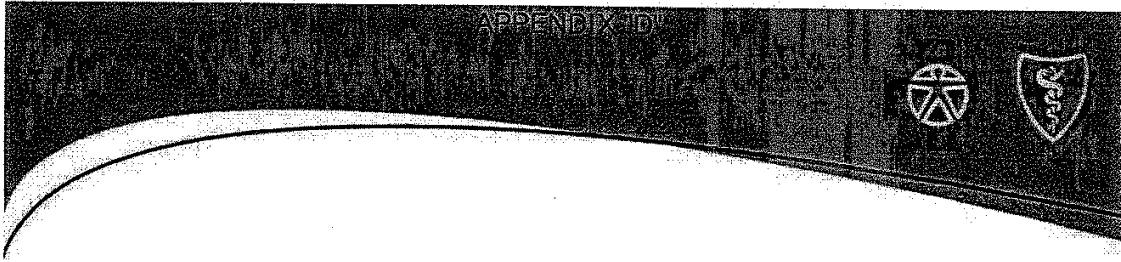
Emergency medical care		
Hospital emergency room	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)	Covered – \$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	Covered – 100%	Covered – 100%

Diagnostic services		
Laboratory and pathology services	Covered – 100%	Covered – 80% after deductible
Diagnostic tests and x-rays	Covered – 100%	Covered – 80% after deductible
Therapeutic radiology	Covered – 100%	Covered – 80% after deductible

Maternity services provided by a physician or Certified Nurse Midwife		
Prenatal and postnatal care	Covered – 100%	Covered – 80% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and nursery care	Covered – 100%	Covered – 80% after deductible
	Includes delivery provided by a certified nurse midwife	



	In-network	Out-of-network
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered – 100%	Covered – 80% after deductible
Inpatient consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible
Alternatives to hospital care		
Skilled nursing care	Covered – 100%	Covered – 100%
	Up to 120 days per member per calendar year	
Hospice care	Covered – 100%	Covered – 100%
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically	
Home health care – must be medically necessary	Covered – 100%	Covered – 100%
Home infusion therapy – must be medically necessary	Covered – 100%	Covered – 100%
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered – 100%	Covered – 80% after deductible
Presurgical consultations	Covered – 100%	Covered – 80% after deductible
Colonoscopy	Covered – 100%	Covered – 80% after deductible
Voluntary sterilization	Covered – 100%	Covered – 80% after deductible
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Limited to \$1 million lifetime maximum per member per transplant type for transplant procedure(s) and related professional, hospital and pharmacy services	
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered – 100%	Covered – 80% after deductible
Specified oncology clinical trials	Covered – 100%	Covered – 80% after deductible
Kidney, cornea and skin transplants	Covered – 100%	Covered – 80% after deductible



In-network

Out-of-network

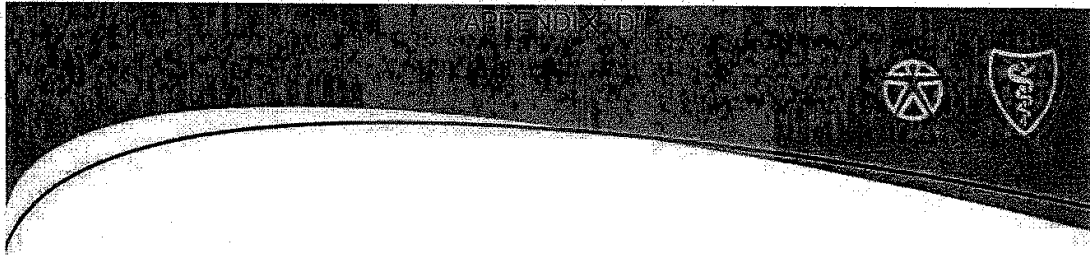
Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health care and substance abuse treatment are subject to the following copays. Your copays for mental health care and substance abuse treatment are subject to a separate, combined annual copay dollar maximum. See "Copay dollar maximums" section for these amounts. If you are employed by a union group with a collective bargaining agreement, please contact your employer to determine if this benefit level applies to you.

Inpatient mental health care	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered – 100%	Covered – 80% after deductible
	Unlimited days	
Outpatient mental health care		
• Facility and clinic	Covered – 100%	Covered – 80% after deductible
• Physician's office	Covered – 100%	Covered – 80% after deductible
Outpatient substance abuse treatment – in approved facilities only	Covered – 100%	Covered – 80% after deductible

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy testing and therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered – \$10 copay per office visit	Covered – 80% after deductible
	Up to a maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered – 100%	Covered – 80% after deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered – 100%	Covered – 100%
Prosthetic and orthotic appliances	Covered – 100%	Covered – 100%
Private duty nursing	Covered – 50%	Covered – 50%



Blue Preferred[®] Rx Prescription Drug Coverage

Note: The mail order pharmacy for specialty drugs is Option Care, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Option Care will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blue members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Option Care customer service at 866-515-1355.

	Network pharmacy	Non-network pharmacy
Member's responsibility (copays)		
Generic prescription drugs	\$10 copay for each drug	\$10 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM	\$10 copay for each drug	\$10 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Brand name prescription drugs	\$20 copay for each drug	\$20 copay for each drug <i>plus</i> 25% of the BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 90 day supply: • \$10 copay for each generic drug • \$20 copay for each brand name drug	No coverage

Covered services		
"Rx only" drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	Covered – 100% less plan copay for the insulin or other covered injectable legend drug	Covered – 75% less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	Covered – 100% less plan copay	No coverage

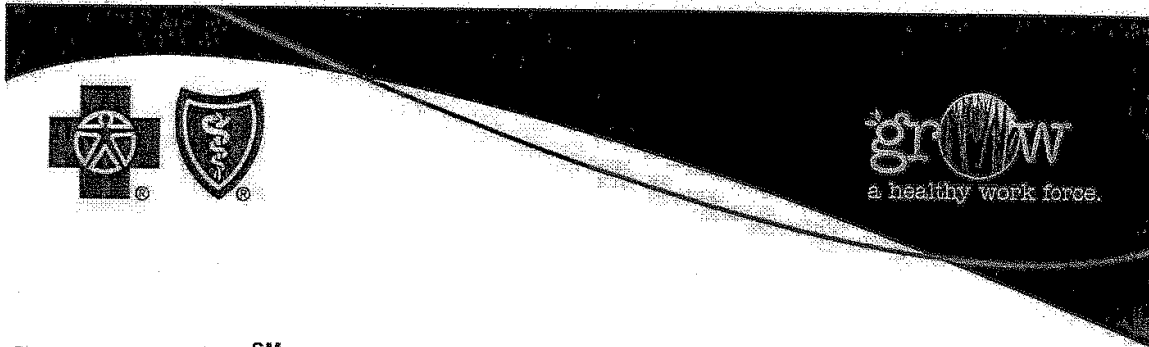
Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

Note: A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association

bcbsm.com

APPENDIX "E"



**Community BlueSM PPO – Plan 10
 Benefits-at-a-Glance**

Effective June 1, 2010

TWP Of Clinton

007011509
 (680 – 681)

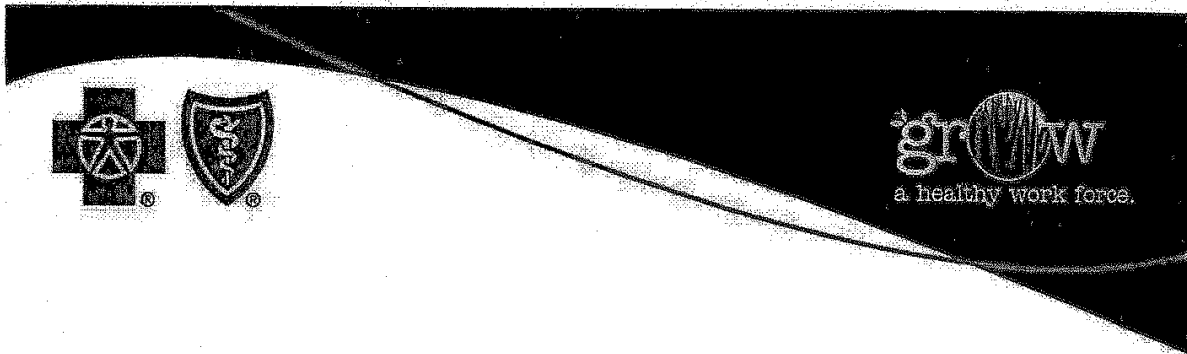
The information in this document is based on BCBSM's current interpretation of the Patient Protection and Affordable Care Act (PPACA). Interpretations of PPACA vary and the federal government continues to issue guidance on how PPACA should be interpreted and applied. Efforts will be made to update this document as more information about PPACA becomes available. This BAAG is only an educational tool and should not be relied upon as legal or compliance advice. Additionally, some PPACA requirements may differ for particular members enrolled in certain programs, and those members should consult with their plan administrators for specific details.

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits, please see the applicable BCBSM certificates and riders if your group is underwritten or your summary plan description if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$10 copay for office visits • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	\$500 for one member, \$1,000 for two or more members each calendar year	\$4,000 for one member, \$8,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.

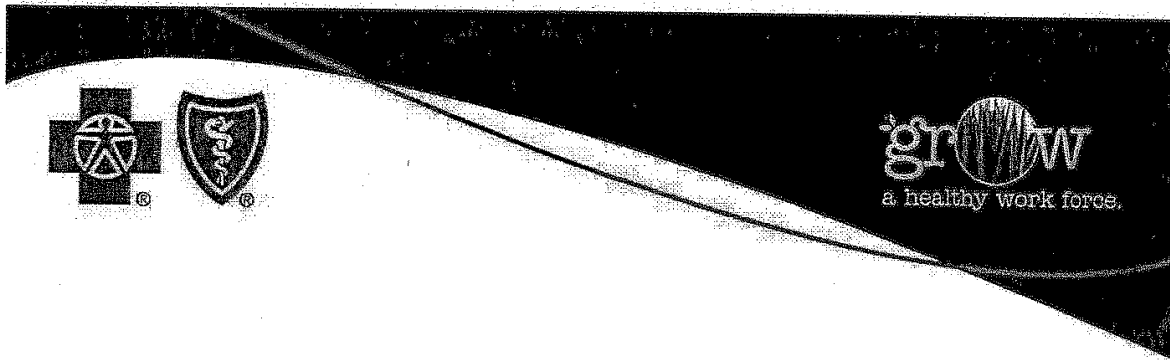
* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.



	in-network	Out-of-network *
Preventive care services		
Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% for the first billed colonoscopy (no deductible or copay) Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible
Physician office services		
Office visits	\$10 copay per office visit	60% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	90% after in-network deductible	60% after out-of-network deductible, must be medically necessary
Office consultations	\$10 copay per office visit	60% after out-of-network deductible, must be medically necessary
Urgent care visits	\$10 copay per office visit	60% after out-of-network deductible, must be medically necessary

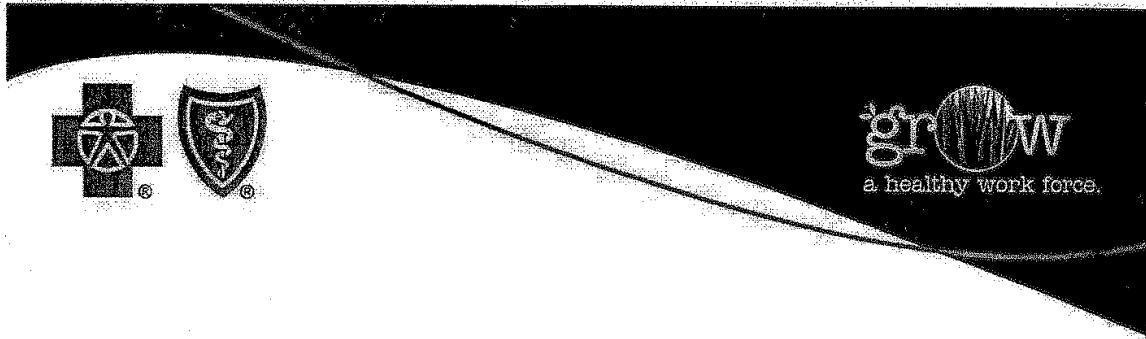
* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.

Community Blue – Plan 10, FEB 2011 ABS 05-31-11 66



	In-network	Out-of-network *
Emergency medical care		
Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible
Diagnostic services		
Laboratory and pathology services	90% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	60% after out-of-network deductible
Maternity services provided by a physician		
Prenatal and postnatal care	100% (no deductible or copay)	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	90% after in-network deductible	60% after out-of-network deductible
Includes covered services provided by a certified nurse midwife		
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Inpatient consultations	90% after in-network deductible	60% after out-of-network deductible
Chemotherapy	90% after in-network deductible	60% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible	90% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	60% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	60% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.



	In-network	Out-of-network *
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	90% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

Inpatient mental health care	90% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	90% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care • Facility and clinic	90% after in-network deductible	90% after in-network deductible, in participating facilities only
	90% after in-network deductible **	60% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	90% after in-network deductible **	90% after in-network deductible

** Effective 1/1/2011, mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.

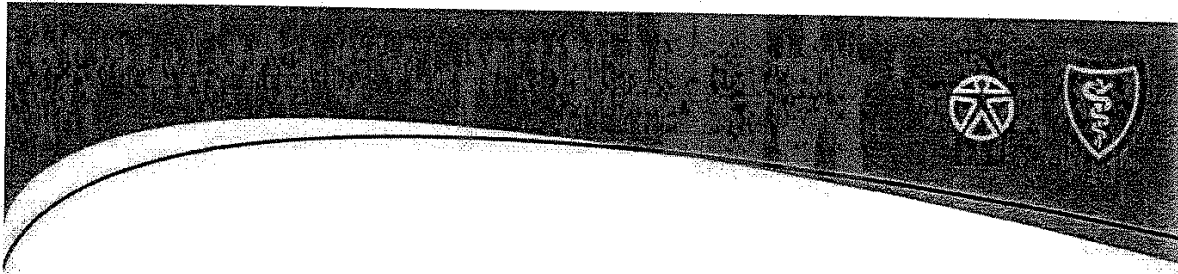
Other covered services

Outpatient Diabetes Management Program (ODMP)	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	60% after out-of-network deductible
Chiropractic spinal manipulation	100% (no deductible or copay)	60% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	60% after out-of-network deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible

Additional rider

Rider HC, hearing care	Provides coverage for a monaural hearing aid and certain other hearing care services every 36 months.
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* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.



**Blue Preferred[®] Rx Prescription Drug Coverage
 with \$15 Generic / \$30 Brand Name Fixed Dollar Copay
 Benefits-at-a-Glance**

Effective June 1, 2010

Township Of Clinton 007011509
 (680)

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

Specialty Drugs – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under "I am a Member." If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

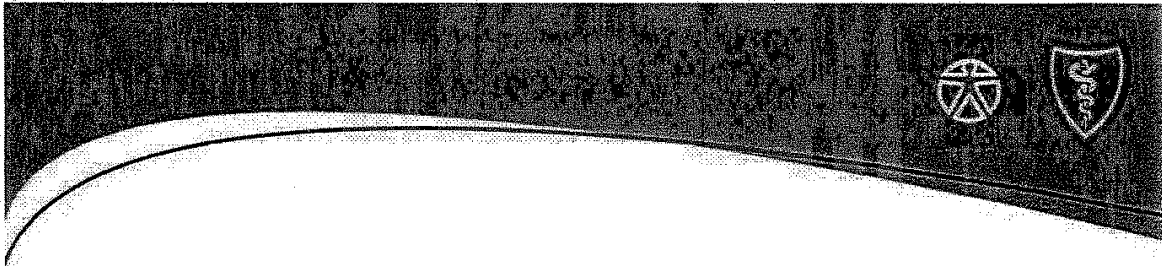
BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

	Network pharmacy	Non-network pharmacy
Member's responsibility (copays)		
Generic prescription drugs	\$15 copay for each prescription	\$15 copay for each prescription <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Prescribed over-the-counter drugs – when covered by BCBSM Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law	\$15 copay for each prescription	\$15 copay for each prescription <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Brand name prescription drugs	\$30 copay for each prescription	\$30 copay for each prescription <i>plus</i> an additional 25% of BCBSM approved amount for the drug
Mail order (home delivery) prescription drugs	Copay for up to a 90 day supply: • \$15 copay for each generic drug • \$30 copay for each brand name drug	No coverage

Note: If your prescription is filled by any type of network pharmacy, and you request the brand-name drug when a generic equivalent is available on the BCBSM MAC list and the prescriber has not indicated "Dispensed as Written" (DAW) on the prescription, you must pay the difference in cost between the brand-name drug dispensed and the maximum allowable cost for the generic *plus* the applicable copay.

Note: A **network** pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan. MedImpact is an independent company providing pharmacy benefit services for Blue members. A **non-network** pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



Covered services	Network pharmacy	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug
Mail order (home delivery) prescription drugs – up to a 90-day supply of medication by mail from Medco (BCBSM network mail order provider)	100% of approved amount less plan copay	No coverage

Features of your prescription drug plan

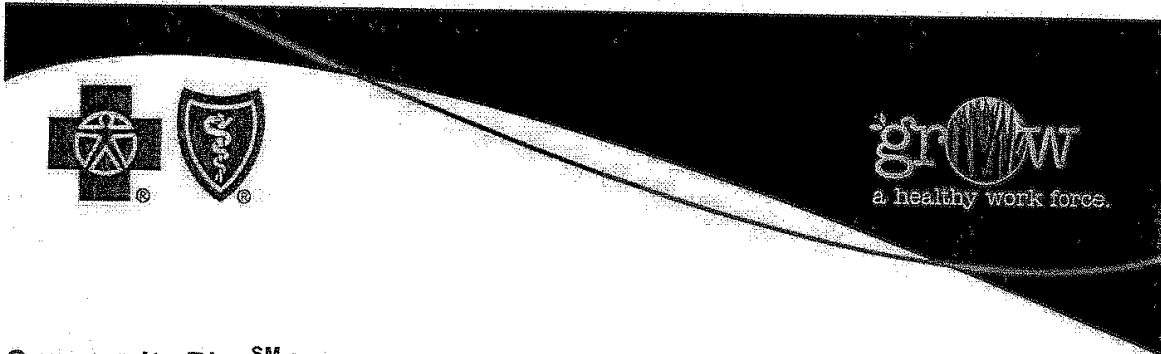
Drug interchange and generic copay waiver	<p>Certain drugs may not be covered for future prescriptions if a suitable alternate drug is identified by BCBSM, unless the prescribing physician demonstrates that the drug is medically necessary. A list of drugs that may require authorization is available at bcbsm.com.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. If your physician rewrites your prescription for the recommended brand-name alternate drug, you will have to pay a brand-name copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Quantity limits	Select drugs may have limitations related to quantity and doses allowed per prescription unless the prescribing physician obtains preauthorization from BCBSM. A list of these drugs is available at bcbsm.com .

Additional riders

Rider PD-PT, preferred therapy	<p>Adds a preferred therapy program.</p> <p>Note: The Preferred Therapy Program is a process of deciding if a less costly drug is available for initial prescriptions. With preferred therapy, claims for prescription drugs that do not meet the preferred therapy criteria require demonstrated use of one of the generic products on the Preferred List.</p> <p>Note: Rider PD-PT is not compatible with Rider RXP.</p>
Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices Rider PD-CM, prescription contraceptive medications	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered).</p> <p>Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay, if any, you pay for medical-surgical services. (Rider PCD waives the copay for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>

ABS 05-17-10 benefits effective 06-01-10 16189-680

APPENDIX "F"



**Community BlueSM PPO – Plan 10 Medical Coverage (Modified)
 Benefits-at-a-Glance**

Effective 10-01-12

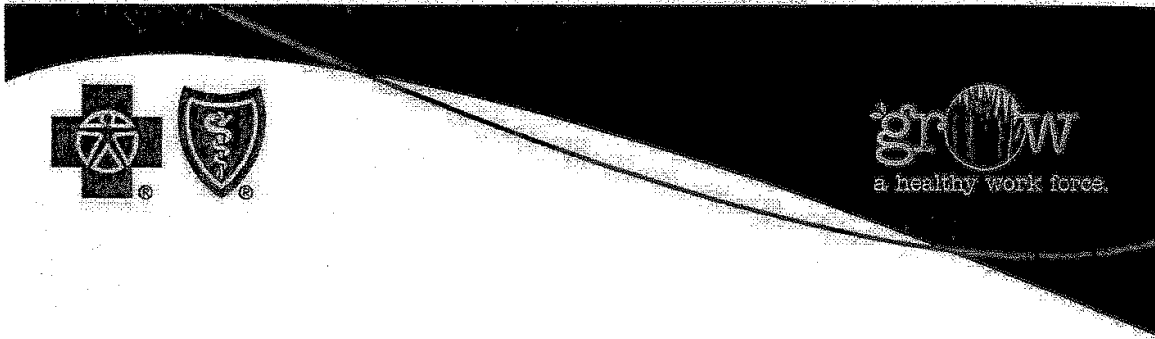
**Charter Township Of Clinton
 16189-686/979**

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible and/or copay. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays and dollar maximums)		
Deductibles	\$250 for one member, \$500 for the family (when two or more members are covered under your contract) each calendar year Note: Deductible may be waived if service is performed in a PPO physician's office.	\$500 for one member, \$1,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Fixed dollar copays	<ul style="list-style-type: none"> • \$20 copay for office visits • \$50 copay for emergency room visits 	\$50 copay for emergency room visits
Percent copays Note: Copays apply once the deductible has been met.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 10% of approved amount for most other covered services (copay waived if service is performed in a PPO physician's office) See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services See "Mental health care and substance abuse treatment" section for mental health and substance abuse percent copays.
Annual copay dollar maximums – applies to copays for all covered services – including mental health and substance abuse services – but does not apply to fixed dollar copays and private duty nursing percent copays Note: For groups with 50 or fewer employees or groups that are not subject to the MHP law, mental health care and substance abuse treatment copays do not contribute to the copay dollar maximum.	\$500 for one member, \$1,000 for two or more members each calendar year	\$4,000 for one member, \$8,000 for two or more members each calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Lifetime dollar maximum	None	

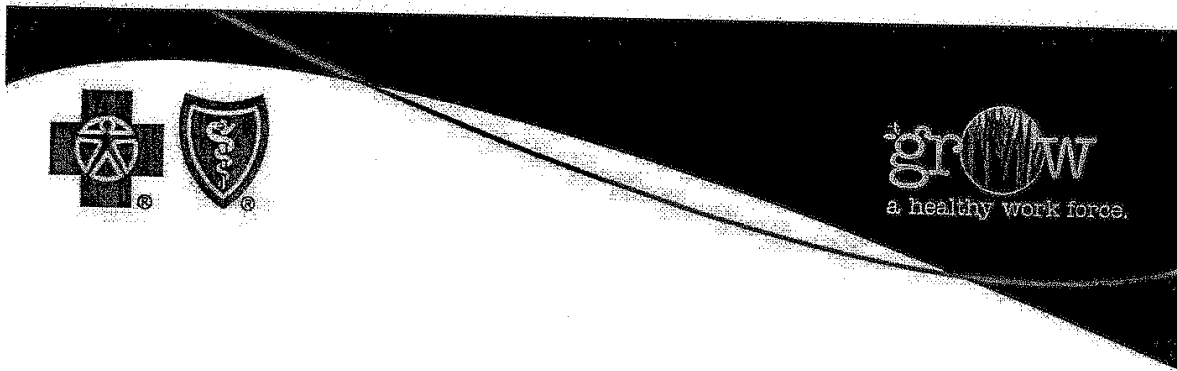
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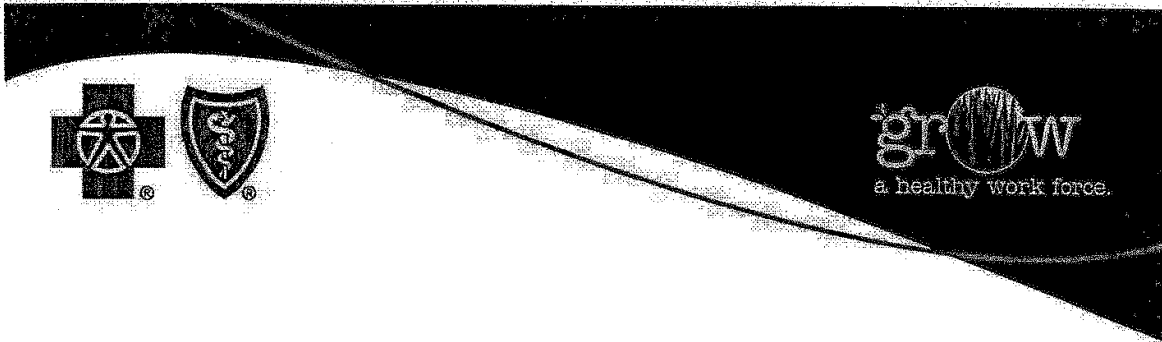
	In-network	Out-of-network *
Preventive care services		
Health maintenance exam – includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay), one per member per calendar year	Not covered
Pap smear screening – laboratory and pathology services	100% (no deductible or copay), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay) <ul style="list-style-type: none"> • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit 	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay)	Not covered
Fecal occult blood screening	100% (no deductible or copay), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
Colonoscopy – routine or medically necessary	100% (no deductible or copay) for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and percent copay. One per member per calendar year	60% after out-of-network deductible
Physician office services		
Office visits – must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	90% after in-network deductible	60% after out-of-network deductible
Office consultations – must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible
Urgent care visits – must be medically necessary	\$20 copay per office visit	60% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.



	In-network	Out-of-network *
Emergency medical care		
Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	90% after in-network deductible	90% after in-network deductible
Diagnostic services		
Laboratory and pathology services	90% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	90% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	90% after in-network deductible	60% after out-of-network deductible
Maternity services provided by a physician		
Prenatal and postnatal care visits	100% (no deductible or copay)	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Delivery and nursery care	90% after in-network deductible	60% after out-of-network deductible
	Includes covered services provided by a certified nurse midwife	
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	90% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient consultations	90% after in-network deductible	60% after out-of-network deductible
Chemotherapy	90% after in-network deductible	60% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	90% after in-network deductible	90% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay)	100% (no deductible or copay)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods – provided through a participating hospice program only; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care – must be medically necessary and provided by a participating home health care agency	90% after in-network deductible	90% after in-network deductible
Home infusion therapy – must be medically necessary and given by participating home infusion therapy providers	90% after in-network deductible	90% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	90% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay)	60% after out-of-network deductible
Voluntary sterilization	90% after in-network deductible	60% after out-of-network deductible

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.
 Community Blue – Plan 10, NOV 2011



	In-network	Out-of-network *
Human organ transplants		
Specified human organ transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay)	100% (no deductible or copay) – in designated facilities only
Bone marrow transplants – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	90% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials	90% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	90% after in-network deductible	60% after out-of-network deductible

Mental health care and substance abuse treatment

Note: If your employer has 51 or more employees (including seasonal and part-time) and is subject to the MHP law, covered mental health and substance abuse services are subject to the following copays. Mental health and substance abuse copays are included in the annual copay dollar maximums for all covered services. See "Annual copay dollar maximums" section for this amount. If you receive your health care benefits through a collectively bargained agreement, please contact your employer and/or union to determine when or if this benefit level applies to your plan.

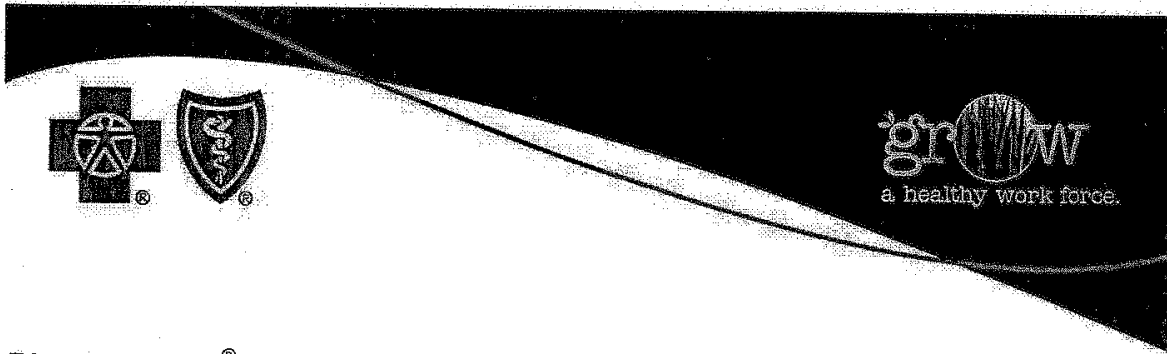
Inpatient mental health care	90% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	90% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care: • Facility and clinic	90% after in-network deductible	90% after in-network deductible, in participating facilities only
	90% after in-network deductible **	60% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	90% after in-network deductible **	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

** Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physician's office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay.

Other covered services

Outpatient Diabetes Management Program (ODMP) Note: Effective July 1, 2011, when you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	90% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay)	60% after out-of-network deductible
Chiropractic spinal manipulation	\$20 copay per visit Limited to a combined maximum of 24 visits per member per calendar year	60% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	90% after in-network deductible	60% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	90% after in-network deductible	90% after in-network deductible
Prosthetic and orthotic appliances	90% after in-network deductible	90% after in-network deductible
Private duty nursing	50% after in-network deductible	50% after in-network deductible
Hearing Care	Provides coverage for a monaural hearing aid and certain other hearing care services every 36 months.	N/A

* Services from a provider for which there is no Michigan PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low-access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. 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.



**Blue Preferred[®] Rx Prescription Drug Coverage
 with \$7 Generic / \$35 Formulary (Preferred) Brand / \$70 Nonformulary
 (Nonpreferred) Brand
 Triple-Tier Copay
 Open Formulary
 Benefits-at-a-Glance**

**Clinton Township
 16189-686/979**

This is intended as an easy-to-read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply. Payment amounts are based on BCBSM's approved amount, less any applicable deductible, copay and/or coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Specialty Pharmaceutical Drugs – The mail order pharmacy for specialty drugs is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel[®] and Humira[®]) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Medco. (Medco is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at bcbsm.com. Log in under *I am a Member*. If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the initial quantity of select specialty drugs. Your copay will be reduced by one-half for this initial fill (15 days).

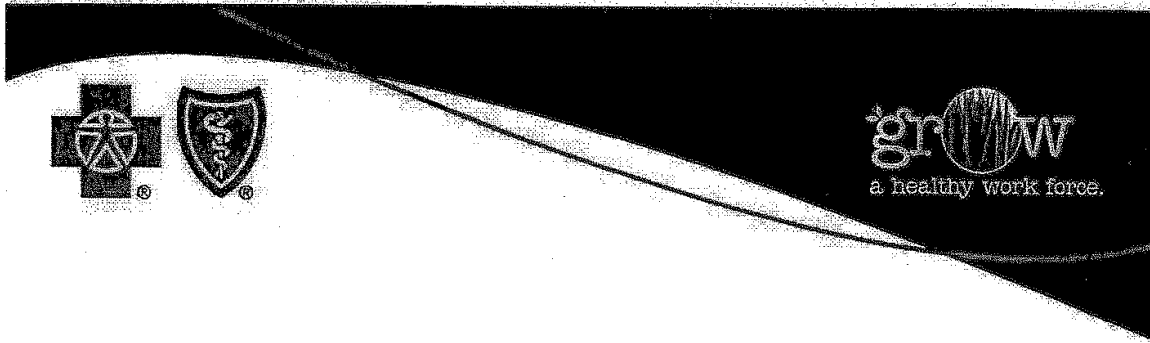
Member's responsibility (copays)

		90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
Tier 1 – Generic or prescribed over-the-counter drugs	1 to 30-day period	\$7 copay	\$7 copay	\$7 copay	\$7 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$14 copay	No coverage	No coverage
	84 to 90-day period	\$14 copay	\$14 copay	No coverage	No coverage
Tier 2 – Formulary (preferred) brand-name drugs	1 to 30-day period	\$35 copay	\$35 copay	\$35 copay	\$35 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$70 copay	No coverage	No coverage
	84 to 90-day period	\$70 copay	\$70 copay	No coverage	No coverage
Tier 3 – Nonformulary (nonpreferred) brand-name drugs	1 to 30-day period	\$70 copay	\$70 copay	\$70 copay	\$70 copay <i>plus</i> an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	\$140 copay	No coverage	No coverage
	84 to 90-day period	\$140 copay	\$140 copay	No coverage	No coverage

Note: Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law.

* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association.



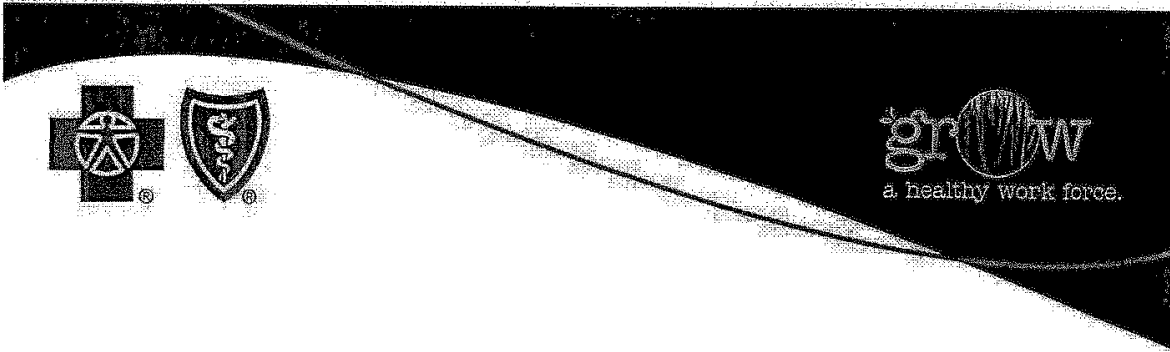
Covered services

	90-day retail network pharmacy	* Network mail order provider	Network pharmacy (not part of the 90-day retail network)	Non-network pharmacy
FDA-approved drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Prescribed over-the-counter drugs – when covered by BCBSM	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
State-controlled drugs	100% of approved amount less plan copay	100% of approved amount less plan copay	100% of approved amount less plan copay	75% of approved amount less plan copay
Disposable needles and syringes – when dispensed with insulin or other covered injectable legend drugs Note: Needles and syringes have no copay.	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	100% of approved amount less plan copay for the insulin or other covered injectable legend drug	75% of approved amount less plan copay for the insulin or other covered injectable legend drug

* BCBSM will not pay for drugs obtained from non-network mail order providers, including Internet providers.

Features of your prescription drug plan

BCBSM Custom Formulary	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the formulary is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> ▪ Tier 1 (generic) – Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay, making them the most cost-effective option for the treatment. ▪ Tier 2 (preferred brand) – Tier 2 includes brand-name drugs from the Custom Formulary. Preferred brand name drugs are also safe and effective, but require a higher copay. ▪ Tier 3 (nonpreferred brand) – Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay for these drugs.
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM before select prescription drugs (drugs identified by BCBSM as requiring prior authorization) will be covered. Step Therapy, an initial step in the Prior Authorization process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require prior authorization. Details about which drugs require Prior Authorization or Step Therapy are available online at bcbsm.com. Log in under <i>I am a Member</i> and click on <i>Prescription Drugs</i>.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by a network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the difference in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug plus your applicable copay regardless of whether you or your physician requests the brand name drug. Exception: If your physician requests and receives authorization for a nonpreferred brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. Note: This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>



<p>Drug interchange and generic copay waiver</p>	<p>BCBSM's drug interchange and generic copay waiver programs encourage physicians to prescribe a less-costly generic equivalent. If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay. In select cases BCBSM may waive the initial copay after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
<p>Quantity limits</p>	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits. A list of these drugs is available at bcbsm.com.</p>

Additional riders

<p>Rider CI, contraceptive injections Rider PCD, prescription contraceptive devices Rider PD-CM, prescription contraceptive medications</p>	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and FDA-approved oral, or self-injectable contraceptive medications as identified by BCBSM (non-self-administered drugs and devices are not covered). Note: These riders are only available as part of a prescription drug package. Riders CI and PCD are part of your medical-surgical coverage, subject to the same deductible and copay/coinsurance, if any, you pay for medical-surgical services. (Rider PCD waives the copay/coinsurance for services provided by a network provider.) Rider PD-CM is part of your prescription drug coverage, subject to the same copay you pay for prescription drugs.</p>
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ABS 08-24-12

APPENDIX "G"



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

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

Control Plan – Delta Dental of Michigan

Benefit Year – April 1 through March 31

Covered Services -

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

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

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

APPENDIX "G"

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

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

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

Deductible – None.

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

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

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

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

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