

AGREEMENT BETWEEN THE CITY OF WYANDOTTE
A MICHIGAN MUNICIPAL CORPORATION

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN
COMMAND OFFICERS
BARGAINING UNIT

January 1, 2021 through December 31, 2023

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ARTICLE 1 - INTENT

This agreement is made between the City of Wyandotte, hereinafter referred to as the "City," and the Command Officers Association of Michigan, hereinafter referred to as COAM, representing all full time Police Sergeants and Police Lieutenants of the Wyandotte Police Department for the purpose of achieving better understanding between both parties, and to provide for orderly adjustment of differences which may arise.

SECTION 1: RECOGNITION: The COAM, Wyandotte Police Command Officers Bargaining Unit is hereby recognized as exclusive bargaining agent for all police sergeants and lieutenants of the Wyandotte Police Department in all matters of wages, hours and conditions of employment.

The bargaining unit has the right to review department personnel rules and regulations. It is understood that rules and regulations will be in conformity with any law, ordinance and this contract.

SECTION 2: MANAGEMENT'S RIGHTS: The management of the Police Department and the direction of the working forces and the right to hire, promote, assign, suspend, transfer, discipline and discharge for just cause, reinstate, the right to relieve employees from duty because of lack of work or other proper reasons, the right to schedule hours or require overtime work, and the right to establish rules pertaining to operations of the department, are vested exclusively in the Chief of Police, Police and Fire Commission, and the Mayor and City Council of the City of Wyandotte, in accordance with the provisions of the laws of the State of Michigan, except as modified or abridged by this contract.

SECTION 3: DISCRIMINATION: There shall be no discrimination toward employees by virtue of participation or non-participation in bargaining unit affairs.

SECTION 4: AUTHORIZATION FOR DUES/FEES DEDUCTION

A. A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

B. The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees from twenty-four (24) pays per year from the pay of the employees that have authorized such deductions.

C. Deduction of dues/fees shall be remitted to the Union at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the

appropriate refund from the Union.

D. If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

E. The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

F. Unless otherwise provided in this article, all matters pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act. Any dispute over the interpretation of this Section shall not be subject to the Grievance Procedure and an arbitrator shall not have jurisdiction to resolve a grievance any such dispute.

SECTION 5: COPY OF AGREEMENT: Copies of this agreement will be provided to all members of the bargaining unit at the City's expense.

SECTION 6: FINANCIAL MANAGER STATUTE: This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act ("the Act")); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in a referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

ARTICLE 2 - GENERAL

SECTION 1: MAINTENANCE OF CONDITIONS: Wages, hours and conditions of employment legally in effect at the execution of this agreement shall, except as improved or changed herein, be maintained during the term of this agreement.

SECTION 2: This agreement shall supersede any City Rules and Regulations which are inconsistent herewith. Insofar as any provision of this agreement shall conflict with any Ordinance or Resolution of the City, appropriate City amendatory or other action shall be taken to render such Ordinance or Resolution compatible with this agreement.

SECTION 3: SAVINGS CLAUSE: This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Bargaining Unit and employees in the bargaining unit. In the event that any provision of this agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this agreement shall continue in full force and effect.

ARTICLE 3 - DURATION

SECTION 1: TERMS OF AGREEMENT: This agreement shall be effective as of January 1, 2021 and shall remain in force and effect to December 31, 2023.

SECTION 2: FUTURE NEGOTIATIONS: Either party to this agreement may initiate in writing a request that negotiations be undertaken for a new agreement for a succeeding period provided that such negotiations may not begin more than ninety (90) days prior to expiration of the contract.

SECTION 3: EXTENSION: In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract. Upon expiration of this agreement, either party may terminate the agreement upon thirty (30) days written notice. Upon the expiration of this thirty-day period, either party may invoke binding arbitration under Act 312.

SECTION 4: STRIKE PROHIBITION: The bargaining unit agrees not to engage in or sanction strike action as defined in Act 379, the Public Employment Relations Act.

ARTICLE 4 - BARGAINING UNIT COMMITTEE

SECTION 1: The Bargaining Unit Committee shall be selected from full-time employees of the bargaining unit and the committee shall designate a chairman for the purpose of official communications related to this agreement or to negotiations inherent herein.

SECTION 2: Up to three (3) members of the committee may be released from work at one time, without loss of pay and with department head approval, for the purpose of negotiating and shall be permitted reasonable access to City work areas in order to conduct bargaining unit business as related to this contract. Committee members may be released from work only if it does not cause an

overtime situation.

SECTION 3: Any department order desired by the bargaining unit shall be copied upon request.

ARTICLE 5 - GRIEVANCES

SECTION 1: Should any differences, disputes or complaints arise as to the meaning, application, or interpretation of the provisions of this agreement, including department rules and regulations, such differences shall be resolved in the following manner:

Step 1: A grievance must be submitted in written form within ten (10) work days of the occurrence, or knowledge of its occurrence. After the written grievance is presented to the grievant's commanding officer, he/she shall have five (5) work days to present his/her written answer to the grievance committee.

Step 2: If the grievance is not settled in Step 1, the grievance committee shall within five (5) work days of receiving the Step 1 answer, request a meeting with the Chief of Police or his/her designee. The Chief or his/her designees shall present a written answer to the grievance committee within seven (7) work days of the meeting.

Step 3: If the grievance is not resolved in Step 2, the grievance committee may appeal the matter to the City Administrator within seven (7) work days of receiving the Step 2 answer. The City Administrator shall meet with the grievance committee and the grievant within fifteen (15) calendar days after receiving the request. If the grievance is not resolved at this meeting, the City Administrator shall have seventeen (17) calendar days in which to submit a written answer to the grievance committee.

Step 4: If a satisfactory settlement is not reached in Step 3 either party, the bargaining unit or the City, may within thirty (30) calendar days, demand arbitration.

- A. Notice of intent to arbitrate the dispute shall be served upon either party.
- B. The parties shall attempt to select an arbitrator on a voluntary basis.
- C. If the parties cannot mutually agree to an arbitrator within ten (10) work days of the demand for arbitration, such selection shall be made in accordance with the rules, regulations and procedures of the Federal Mediation and Conciliation Services.
- D. The decision of the arbitrator shall be final and binding on all parties.
- E. The arbitrator may not add to, subtract from, change or amend any terms of this agreement; rather, he/she shall interpret and apply the same.

- F. The expense of arbitration shall be shared by the parties.

SECTION 2: GENERAL

- A. Any dispute not appealed from one step to a higher step shall be considered settled.
- B. If the City fails to answer in two (2) consecutive steps, the grievance shall be automatically granted.
- C. Time limits may be extended by mutual agreement of the parties.
- D. In discharge cases or a class grievance, those matters may be started in the procedure set forth in Step 3 above.
- E. Parties may mutually agree to waive any steps in the grievance procedure.
- F. For the purpose of this Article “work days” shall exclude Saturdays, Sundays and Holidays when City Hall is closed.

SECTION 6 - SENIORITY

SECTION 1: Subject to the provisions of Section 4 through 10 of this Article providing for adjustment of seniority, seniority is hereby defined as length of continuous service with the Wyandotte Police Department as a sworn law enforcement officer.

Promoted employees shall be credited with seniority accrued in the promoted classification. Demoted employees may exercise their departmental seniority in the demoted classification. Any employee who is promoted, transferred or demoted out of the bargaining unit, but who continues as a sworn law enforcement officer with the Wyandotte Police Department, shall retain and continue to accumulate department seniority, which he/she may exercise in the event he/she is returned by the City to the unit. This shall apply to prior, as well as, future promotion, transfers and demotion.

SECTION 2: Subject to the provision of Sections 4 through 10 of this Article providing for adjustment of seniority, continuous service shall mean employment without interruption or break, except interruptions or breaks that the rules and regulations and/or the City Council may consider as not affecting seniority. An employee who is discharged and whose discharge is subsequently reversed through the grievance procedure shall not suffer a break in continuous service as a result of the discharge.

SECTION 3: Where two or more persons have established equal rank seniority, departmental seniority shall then prevail. If both departmental and rank seniority are equal, seniority shall be determined by their position on the promotional list from which they were promoted.

SECTION 4: An employee shall not suffer a break in rank seniority for leave under the provisions of the Family and Medical Leave Act or for disciplinary reasons.

SECTION 5: Time elapsed between periods of layoffs and reemployment shall be deducted from seniority.

SECTION 6: Seniority of employees who have resigned or were discharged and subsequently rehired shall date from the time of reemployment.

SECTION 7: Military leave as defined in the Veterans Preference Act shall not be considered an interruption in seniority.

SECTION 8: Absence from work caused by on-the-job injury, compensated by Worker's Compensation, shall not be considered an interruption in seniority.

SECTION 9: Authorized sick leave shall not be considered an interruption in seniority.

SECTION 10: An employee shall not suffer a break in seniority for leave of absence as described in Article 15, Sections 1 and 2 (Funeral Leave).

SECTION 11: Seniority shall terminate if an employee:

- A. Resigns or retires.
- B. Is discharged for just cause and it is not reversed.
- C. If he/she is laid off for a period equal to his/her seniority at the time of layoff or two years, whichever is less.
- D. Fails to return to work at the termination of any leave, unless on the day he/she was to return from leave, the employee notifies the City of his/her inability to return and is able to establish that it was physically impossible to return to work.

ARTICLE 7 - PROBATION & PROMOTIONS

SECTION 1: PROBATION: The probationary period for promotion to Sergeant or Lieutenant shall be six (6) months. Probationary employees may, if it is determined by an appropriate hearing or, at the employee's option, without loss of any seniority, be returned to their former rank by the Police

and Fire Commission during this period.

SECTION 2: PROMOTIONS: Upon promotion, an employee shall be placed in the beginning pay of the class to which he/she is promoted. If the salary of the employee before promotion is higher than the beginning pay of the classification to which he/she is promoted, he/she shall be paid the rate of pay for the classification to which he/she is promoted which is immediately higher than his/her rate of pay prior to promotion.

SECTION 3: PROMOTION PROCEDURE: A copy of study material will be made available to all candidates as part of the Department Library. Officers may be allowed to review this material at any time. A list of the study material will be provided to each eligible candidate a minimum of six (6) months prior to the test taking place.

- A. Promotional tests will be administered by EMPCO or another mutually agreed upon testing agency and will be conducted by the City Administrator who will maintain testing files and certify the resulting eligibility list to the City, the Department of Police, and the City Police & Fire Commission.
- B. Eligibility: The City, at its option, or unless waived by the City, may require a four (4) year college degree in criminal justice or a related field from an institution of higher learning confirmed by the City as accredited for the position of Lieutenant. Persons holding the permanent rank of Sergeant or above as of January 1, 2002, are exempt from the degree requirements. The City agrees to waive this requirement for the duration of the 2016-21-20203 contract. This waiver shall sunset on December 31, 20203.
- C. The date for certification of promotion lists shall be November 1st of each odd year; provided, promotion lists may be extended upon approval of the COAM and Police Administration. Note that written examinations will only be conducted upon a vacancy in the rank of Lieutenant being identified by Police Administration.
- D. All promotions for members of the bargaining unit shall be on a competitive basis with the following factors:
 - 1) Written Examination: Written test will provide fifty (50) points. Highest score above 70% will receive the full fifty (50) points. Lesser scores above 70% will receive points based on mathematic relation to the top score. Persons not scoring at least 70% on the written examination are not eligible for promotion, will not proceed to the oral portion of the test, and will not receive any points for the written examination, oral examination or seniority.
 - 2) Oral Board: Persons receiving at least 70% on the written examination will be eligible to participate in the Oral Board. The Oral Board will provide twenty (20) points for ranking first, fifteen (15) points for ranking second, ten (10) points for ranking third, five (5)

points for ranking fourth, and no points for any ranking thereafter. The Oral Board will be constituted using an outside independent interview panel, consisting of three (3) certified police officers of the rank for the position sought or higher, plus the Wyandotte Department Chief. Each member of the interview panel will have five (5) points for a total of twenty (20) points. Members of the interview panel, other than the Chief are prohibited from having any relationship to the City of Wyandotte including but not limited to relatives employed by the City, relatives elected or appointed City government, relatives appointed as Commissioners in any capacity.

- 3) Seniority: Persons who have scored at least 70% on the written examination shall receive rank seniority points as follows:

<u>Years in rank</u>	<u>Points</u>
0-2	2
3-4	4
5-6	6
7-9	8
10+	10

- 4) Evaluation: Departmental evaluation for the prior year will be used. A maximum of twenty (20) points will be awarded.
- 5) Education: Members testing for the rank of Lieutenant who possess a bachelor's degree or higher from a school accredited by the North Central Association will be awarded five (5) bonus points in the promotional process.

All promotions will be made from the list of qualified candidates, beginning with the candidate first on the list. Subsequent promotions will be made in the order in which the candidates placed on the list. Promotional list, once established, will remain in effect for two years.

ARTICLE 8 - LAYOFFS

SECTION 1: "Layoff" is defined as a reduction of the working force.

SECTION 2: Probationary employees within the affected classification shall be laid off first.

SECTION 3: Layoffs and recalls shall be governed by seniority. Lieutenants and Sergeants in lieu of being laid off, may exercise their departmental seniority in any position where they have seniority rights. The employee who has the least seniority shall be the first to be laid off from the affected classification and the last to be recalled. Recalls shall be in the reverse order of layoffs.

SECTION 4: The City retains the right to require a job-related medical examination before permitting the employee to return to work to comply with the Americans with Disabilities Act.

SECTION 5: Employees on the seniority list when recalled to work shall be given five (5) calendar days advance notice in which to indicate in writing their desire to report to work. Recalls shall be made by certified mail.

SECTION 6: If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting, he/she will be considered as having voluntarily quit.

SECTION 7: The City shall not fill a position through the promotion procedure until an employee is reinstated to the position from which he/she was laid off. This provision shall not prohibit the City from filling other positions through the promotion procedure.

SECTION 8: An employee who bumps back into the patrol officers' bargaining unit shall continue to accrue seniority in the command officers' bargaining unit while he/she serves in the classification with the patrol officers' bargaining unit.

ARTICLE 9 - PAY DATES

SECTION 1: Employees will be paid by direct deposit not later than sixty (60) hours after completion of the pay period, except for equipment breakdown and emergencies, as determined by the Finance Director. The Finance Director will notify the Treasurer of any such breakdown or emergency.

SECTION 2: PAY ADVANCES: Pay advances shall not be allowed.

ARTICLE 10 - HOURS OF EMPLOYMENT

SECTION 1:

- A. The normal work schedule for employees shall be five (5) eight (8) hour work days for a total of forty (40) hours each week except in emergencies or the persons are assigned to the forty-two (42) per week, twelve (12) hours per day program.
- B. 12 Hour Shift Program: As long as WPD patrol officers are working 12 hour shifts/ 42 hour work weeks, 2184 annual hours, the Command Officer Bargaining Unit will similarly work 12 hour shifts/42 hour work weeks, 2184 annual hours. The 12-hour shift program will control where there is conflict between the 12-hour shift program and the body of the collective bargaining agreement (CBA). Where the 12-hour program is silent, the body of

the CBA will control where it is not inconsistent with a 12-hour shift program. Should the City terminate the 12-hour shift program/42-hour work week the parties shall commence immediate negotiations to resolve the issue of income loss.

- C. Platoons: For purposes of a twelve (12) hour shift program, a four (4) platoon system shall be followed, two (2) days, two (2) nights.

- D. Regular Work Day:
 - 1) Road Patrol Command Officers will be assigned to twelve (12) hour shifts at straight time for annual hours of 2,184.
 - 2) Traffic Bureau (TB); Detective Bureau (DB): Regular work week will be forty-two hours at straight time scheduled as eight and one-half (8 ½) hours on four days and one (1) day at eight (8) hours on five (5) consecutive days Monday to Friday for Command Officers. Weekend call ins will be paid as compensatory time.

- E. Work Day Limit: No officer will be permitted to work more than eighteen (18) hours in one (1) work day.

- F. Minimum Time Between Shifts: There must be a minimum of eight (8) hours off between shifts before an officer is called back. Example: If officer works the 7 am to 7 pm shift but is held over until 12 midnight, that officer will not start work the next day before 8 am and work until 8 pm.

- G. Overtime:
 - 1) Patrol Platoon (excluding TB): Overtime will be calculated at 1.5 times the employees' current base wage. Hours worked in excess of twelve (12) in one (1) workday will be paid at overtime rate.
 - 2) TB, DB: Overtime rate will be calculated at 1.5 times the employees' current base wage. Hours worked in excess of eight and one-half (8 ½) on four (4) days and eight (8) hours as the case may be will be paid at the overtime rate in accordance with regular workday.

- H. Call In: Officers may be ordered in on that officer's leave day in increments of four (4), six (6) eight (8) or twelve (12) hours if vacancies cannot be filled. Current telephone practices

will be used to call in. For purposes of platoon short overtime, officers will be called days for days and nights for nights, the respective “off” shifts first.

I. 12-Hour Shift Schedules: Shifts schedules shall be 7 am to 7 pm and 7 pm to 7 am.

J. Shift Premium 12 hour shifts: For purposes of a 12-hour shift system, employees working the night shift 7 pm to 7 am will receive \$1.25 per hours worked. There will be no shift premium for the 7 am to 7 pm shift.

K. Training:

- 1) Staffing: Officers assigned to training during their tour of duty will count towards minimum staffing if able to respond. (example: in house training)
- 2) Leave Day: Training time on a leave day will be paid as compensatory time.
- 3) Work Schedule Adjustment: The Department may adjust an officer’s work schedule for training purposes no more than four (4) times in one calendar year without creating a minimum staffing overtime situation.
- 4) Return to Work: Officers will return to work from training sessions until the completion of their shift.

L. Shift Selections: Shift selection will be by seniority; the April – October schedule will be followed.

M. Benefit/Banked Days:

- 1) Banked days will be converted to hours based on one (1) day equals eight (8) hours.
- 2) Benefit Days will be earned based upon one (1) day equals eight (8) hours.

SECTION 2: WORK WEEK 8-HOUR SHIFTS: The work week is meant to be the average of forty (40) hours per week for work performed over a twenty-eight (28) day period.

SECTION 3: This Article shall not in any way be construed as a guarantee of pay or work.

SECTION 4: SHIFT PREMIUM 8-HOUR SHIFTS: When a command officer works the second shift, he/she shall be paid a shift premium of .15 cents per hour, for hours worked on such shift.

When a command officer works the third shift, he/she shall be paid a shift premium of .25 cents per hour for hours worked on such shift.

For purposes of this section, the second shift shall mean the shift originating at 3:00 P.M. and ending at 11:00 P.M.; and the third shift shall mean the shift originating at 11:00 P.M. and ending at 7:00 A.M.

The current special operations shift shall be paid on the same basis as the third shift.

SECTION 5:

- A. Any changes in the current rotation of shifts, will be made by mutual agreement between the Union and City. Twelve (12) hour shifts shall consist of a four (4) platoon system. Two (2) day shifts working 7 am to 7 pm and two (2) night shifts working 7 pm to 7 am.
- B. The City shall post shift sign-up sheets no later than sixty (60) days prior to the beginning of the new shift period.
- C. The Chief may assign a command officer to special operations units or the traffic bureau; however, he shall seek volunteers prior to making the assignment. The assignment shall not be made arbitrarily or capriciously solely for discipline purposes.

ARTICLE 11 - OVERTIME

SECTION 1: Subject to the provision set forth in this Article, employees shall be paid overtime at the rate of one and one-half times the hourly rate in the following situations:

- A. For time of seven and one-half minutes or more worked in excess of eight (8) hours in a day for a eight (8) hour shift schedule or twelve (12) hours a day with a twelve (12) hour shift schedule, as the case may be, which is attached to either end of an employee's tour of duty (except for Article 22, Section 2).

Such overtime is to be computed to the nearest quarter (1/4) hour.

- B. For time spent attending staff meetings, training sessions or hearings on duty-related matters in District Court 27-1 and internal disciplinary hearings, not attached to either end of an employee's tour of duty, with a minimum of two (2) hours guarantee at the overtime rate.

If attached to the end of any employee's tour of duty, such overtime will be paid according to actual time worked as in Section 1(A).

- C. For time spent attending hearings on duty-related matters, except for time spent in District Court 27-1 or internal disciplinary hearings, not attached to either end of an employee's tour of duty, with a minimum of four (4) hours guarantee at the overtime rate.

If attached to the end of any employee's tour of duty, such overtime will be paid according to actual time worked as in Section 1(A).

D. Eligibility:

1. Employees who have leave days contiguous to vacation will be considered as being on vacation for the entire time off.
2. Employees who are on vacation, as defined in paragraph 1 above, cannot be ordered by the City to work overtime, except for emergencies, after all other available members are ordered in.
3. Employees' attendance at court, duty-related hearings, internal disciplinary hearings and training, on a scheduled leave day, is not considered a work day for overtime eligibility.
4. Overtime shall be awarded on a rank seniority basis to eligible employees.

SECTION 2: DUTY OVERTIME (SCHEDULE SHIFT)

- A. Same as in Section 1(A).

- B. In the event that the Department cancels the scheduled overtime at least twenty-four (24) hours prior to the start of the scheduled overtime the employee may elect to work that time and receive overtime compensation or elect not to work and receive no compensation. If the Department fails to give the employee at least twenty-four (24) hours notice of cancellation, the employee shall receive overtime compensation as if he worked the assignment.

SECTION 3: CALL-IN-TIME (UNSCHEDULED SHIFT): Except as provided in Section 4 of this Article (Platoon Short Overtime) and subject to the provisions herein, when an employee is called in and reports to work outside of his/her regularly scheduled duty hours, unless notified in advance of a schedule change, he/she shall be paid call-in time for a minimum of four (4) hours at the rate of time and one-half (½). Employees shall be paid at this overtime rate for all such call-in time worked provided these hours are not contiguous to their regularly scheduled tour of duty. For purposes of this section, "In Advance" means twenty-four (24) hours prior to the time the employee is normally to report for duty, except in emergencies.

SECTION 4: PLATOON SHORT OVERTIME: A minimum of one uniform platoon supervisor will be assigned to each platoon as the Officer in Charge. In the event that the regularly assigned

supervisors are absent from a tour of duty, the overtime work will be assigned or awarded in the following sequence and in accordance with seniority:

1. Those on leave on the date and from the affected platoon.
2. Those on leave on the date and from other platoons, on a rank for rank basis if possible.
3. Those working the immediately preceding contiguous tour of duty, rank for rank if possible, for up to 6 hours.
4. Those working the immediately following contiguous tour of duty, rank for rank if possible, for up to 6 hours.

No Detective Bureau, Traffic Division, Special Operations, or other non-platoon Sergeant or Lieutenant shall be required to perform double duty, i.e., simultaneously perform supervisory duty as the officer in charge as well as their regularly scheduled assignments, except for emergency or exigent circumstances, periods of lunch relief, or other similar absences of short duration, not more than one full tour of duty.

For vacancies or less than the full tour of duty, those working a tour of duty as described in 3 and 4 above will be offered the overtime FIRST, depending on which tour would be contiguous to the vacancy, i.e., the preceding (3), or the following (4). If no volunteers are obtained, steps one (1) and two (2) as above, will be followed in that order.

In the event that no volunteers from the regular uniform platoons can be obtained to fill overtime vacancies, a uniform Sergeant or Lieutenant assigned to the special operations traffic or any other uniform assignment, may be offered the overtime provided that such overtime does not overlap his/her scheduled tour of duty. Such overtime will be awarded by seniority and first to those on leave, next to those with work hours most closely preceding the vacancy. Rank for rank is to be followed if possible.

In the event that an overtime assignment for platoon short overtime is not filled voluntarily, MANDATORY OVERTIME will be assigned in the following sequence and by inverse seniority:

1. For shortages of eight (8) hours, a supervisor from the contiguous tour of duty preceding the shortage shall work four (4) hours, and a supervisor from the following contiguous tour of duty shall work four (4) hours.
2. For mandatory overtime of less than eight (8) hours in duration, the uniform supervisor working the tour of duty most contiguous to the beginning or end of the vacancy shall fill the assignment.

A member who is working on a shift as a result of trading leave days or shifts with another command officer can not be forced to work platoon short overtime on the shift before or after the one he/she is working.

SECTION 5: COMPENSATORY TIME: A command officer may accumulate up to seventy-two (72) straight time hours as compensatory overtime in lieu of overtime compensation (48 hours at time and one-half) provided:

1. The employee can take the compensatory time with approval of the supervisor.
2. Compensatory time taken shall not cause any overtime to be worked.
3. The employee must notify his/her supervisor prior to working the overtime if he/she wants to be paid for or wants to accumulate compensatory overtime.

For accumulation purposes, an officer cannot split hours to be worked, unless the hours to be accumulated, when added to other accumulated hours, will surpass seventy-two (72) straight time hours, in which event the employee may designate hours to be accumulated up to the seventy-two (72) hour maximum and shall be paid the balance in excess of seventy-two (72) hours.

4. If the employee has not taken accumulated compensatory time as of the ending date of each contract year (e.g., September 30th of each year), the City shall pay the compensatory time as of that date. This payment will be made by the second Friday in October each year and shall be based on the rate of pay in effect when the compensatory time was earned.
5. Subject to 12 hour shift program, one command officer per platoon may take compensatory time off. In the event this time off causes an overtime situation, the command officer's compensatory time bank shall be charged twelve (12) hours for eight (8) hours taken. A command officer may not take compensatory time for holidays recognized by the City Hall employees, if such time causes an overtime situation.

ARTICLE 12 - LEAVES WITHOUT PAY

SECTION 1: Employees who have completed the probationary period may be granted a leave of absence for four (4) or more days without compensation upon the recommendation of the appointing authority and the approval of the City Council for reasons which would be sufficient to justify the granting of such leave, among which would be:

1. Induction or enlistment in the armed forces;

2. Physical or mental disability;
3. Appointment to a position in the unclassified service for the full period of such appointment; or
4. For the purpose of continued education in a related field to his/her employment.

SECTION 2: An employee who takes an unpaid leave of absence under the provisions of the Family and Medical Leave Act must first utilize his/her accrued paid leave time, which shall be counted as part of the maximum leave of absence period granted to the employee. As an example, an employee who has two (2) weeks of accrued paid leave shall use that leave before using up to ten (10) weeks of unpaid leave under the Family and Medical Leave Act.

ARTICLE 13 - SICK LEAVE

SECTION 1: All members of the bargaining unit shall be granted sick leave on the basis of eight (8) hours for each completed month of service with unlimited accumulation permitted.

SECTION 2: DUTY DISABILITY

- A. Duty sick leave shall mean leave required as a result of the employee incurring a compensable illness or injury covered by the Michigan Workers' Compensation Act, while in the employ of the City.
- B. When an employee goes on duty sick leave, he/she shall receive full wages and benefits from the City, including Workers' Compensation Act benefits. The City will pay the difference, if any, between all such payments and the employee's duty sick leave, not to exceed one-hundred (100) working days from the date of each injury or illness. A re-injury or illness will start a new one hundred (100) working day period.
- C. When all such time is exhausted, the City shall carry the employee at his/her full salary, or wage for a period not to exceed one year and the City Council shall, at that time, in conjunction with the City Physician and the department head, review such disability case. Disability cases considered as likely to be permanent may be referred to the Retirement Commission for consideration and appropriate action.
- D. In cases of dispute between the employee's physician and the City physician, the City and the Command Officers Association of Michigan will select a third physician for final determination.
- E. The City, when determined by the City physician, will assign light duty work to employees injured while on duty during the course of employment as defined by Section 2A. In cases of dispute between the City physician and the employee's physician, the City and the

Command Officers Association of Michigan will select a third physician for final determination. Employees assigned to light duty will not be required to perform duties normally that are the responsibility of the OIC (i.e.: check prisoners/cells: book prisoner, etc.). Employees will not be assigned to work outside the station.

- F. If the disability is not considered permanent, the employee will be placed on a non-paid leave of absence, exclusive of Workers' Compensation benefits. Health Insurance will be continued for a period of twelve (12) weeks following the month in which the leave of absence began. Life Insurance coverage will be continued for six (6) months following the month in which the leave of absence began and be referred to the insurance company for consideration of waiver of premium.

SECTION 3: REGULATIONS AND USES OF SICK LEAVE

- A. In addition to absence because of personal illness, sick leave may be used where the employee is quarantined because of exposure to contagious diseases that may endanger the health of others.
- B. Sick leave may be granted for absence because of illness in the employee's immediate family where the employee must provide personal care and attention. The immediate family includes parents, grandparents, children, brothers, sisters, and spouse of the employee and any other persons who are normally members of the employee's household. Such leave shall not exceed five (5) work days in any one calendar year and extensions beyond the above shall be submitted for approval to the City.
- C. All accumulated or unused sick leave shall be credited to any employee recalled from a layoff, or returning from an authorized leave of absence.
- D. Sick leave shall accumulate from the date of employment and may be taken by the employee after the completion of six (6) months of satisfactory service.
- E. An employee on sick leave shall notify his/her immediate superior at least one (1) hour prior to his/her tour of duty on the first day of illness and at least two (2) hours prior to his/her tour of duty each day thereafter for a continuing illness. If the illness is of a serious type and the employee is off for more than five (5) days then he/she need not call each day.
- F. The employee may be required by his/her department supervisor to produce a medical certificate by his/her physician explaining the reason for his/her absence during the time for which such leave is granted, and further, the appointing authority shall instruct the employee who has been absent for five (5) or more consecutive workdays to be re-examined by the City Physician who shall determine whether or not the employee is able to return to full duty, limited duty or not able to return to work.

SECTION 4: MATERNITY LEAVE: The City shall comply with State and Federal laws as to pregnancy disability and family leave for employees.

SECTION 5: PAID SICK LEAVE (ALL MEMBERS):

- A. When an employee leaves the service of the City through retirement or death, he/she shall receive payment for one-half ($\frac{1}{2}$) of accumulated sick leave time at a rate per hour determined by his/her last annual rate divided by two thousand eighty (2080) hours.
- B. After 02/01/94, the maximum sick leave accumulation for purposes of this section is seven hundred twenty (720) hours. The method of computation shall be as follows:

Last annual rate equals hourly rate 2080 hours.
Hourly rate x hours x $\frac{1}{2}$ of accumulated sick hours.
(Not to exceed three hundred sixty (360) paid hours.)

SECTION 6: PAID SICK LEAVE – DEFINED CONTRIBUTION PLAN MEMBERS

For members of the Defined Contribution Retirement System, unused sick time (at time of death or retirement) in excess of three hundred sixty (360) hours shall be divided by one-hundred-sixty-eight (168), and the answer will represent the “separation bonus factor”. This number will be rounded down to the nearest whole number. For each whole number represented in the separation bonus factor, a payment of three percent (3.0%) of the employee’s final annual base wage will be made at time of death or retirement. This provision will be null and void if a defined contribution plan is terminated or replaced with another retirement plan. This provision does not apply to employees who do not complete twenty-five (25) years of service with the City or reach age fifty-five (55) with ten (10) years of service with the City.

ARTICLE 14 - VACATION LEAVE

All law enforcement personnel shall accumulate vacation leave as follows:

Start through 2 Years	10.64 Hours/Month	127.68 hours/year
3 Years through 9 Years	13.36 Hours/Month	160.32 hours/year
10 Years through 14 Years	16.00 Hours/Month	192.00 hours/year
15 Years through 19 Years	17.36 Hours/Month	208.32 hours/year
20 Years and over	18.64 Hours/Month	223.68 hours/year

SECTION 1: REGULATIONS GOVERNING VACATION LEAVES

- A. Vacation shall accumulate from the date of employment and may be allowed by the

appointing authority after the completion of six (6) months of satisfactory service.

- B. Any regular full-time employee may accumulate with approval in writing of the appointing authority up to three hundred twenty (320) hours vacation leave. Additional accumulation of vacation time may be made under the following provisions:
 - 1. Any accumulated vacation time in excess of three hundred twenty (320) hours must be used by the end of the calendar year.
 - 2. The payout of vacation time upon separation of service with the City continues to be limited to three hundred twenty (320) hours.
 - 3. For employees utilizing the provisions of the Family Medical Leave Act (FMLA), accumulated vacation time in excess of the current contractual limit must be depleted prior to the usage of any sick time.
- C. Employees may, subject to the prior approval of the appointing authority, take any amount of their earned vacation leave at any time during the calendar year.
- D. Any employee transferred from one department to another shall carry accumulated vacation leave to such other units.
- E. Vacation leave must be earned before it is taken.
- F. On separation from the City Service, employees shall be paid for unused vacation leave up to a maximum of three hundred twenty (320) hours.
- G. Vacation schedules shall be subject to the appointing authority's approval.
- H. More than one member at a time shall be eligible to on vacation leave off each platoon as long as it does not create an overtime situation.
- I. Leave Days contiguous to a vacation period are considered part of the vacation period.

SECTION 2: BONUS VACATION: Employees shall be eligible for bonus vacation hours based on their prior calendar year sick time experience.

00 sick hours used, 48 vacation hours.
08 sick hours used, 40 vacation hours.
16 sick hours used, 32 vacation hours.
24 sick hours used, 24 vacation hours.
32 sick hours used, 16 vacation hours.
40 sick hours used, 08 vacation hours.
48 sick hours used, 00 vacation hours.

SECTION 3: PERSONAL LEAVE HOURS: Twenty-four (24) hours of personal leave time, non-accumulative, may be taken per fiscal year at the discretion of the administration of the department. Personal leave shall be granted provided that no overtime results from the action. The equivalent of one (1) normal work day, either twelve (12) hours, eight-and-one half (8.5) hours, or eight (8) hours, shall be granted regardless if an overtime situation is created. An additional twelve (12) hours shall be granted and charged against the employee's accumulated sick leave. The charges against accumulated sick leave for this personal leave day will not affect the vacation bonus. Personal leave will not be allowed for special events identified in advance by the City.

ARTICLE 15 - FUNERAL LEAVE

SECTION 1: Time off with pay shall be allowed an employee in the case of death in the employee's immediate family as defined below for three (3) work days subject to the following:

1. Such time off must be taken during the period between the date of death and the day of the funeral.
2. Funeral leave shall not be extended beyond the day of the funeral due to leave days falling within the allotted time off.
3. If a death in the employee's immediate family occurs during an employee's scheduled vacation, he/she shall receive funeral leave subject to the provisions of (A) and (B).

The immediate family includes only parents, stepparents, children, son-in-laws, daughter-in-laws, brothers, sisters, grandparents, stepbrothers and stepsisters, and spouse of the employee and spouse's family, as described above, and any other persons who are normally members of the employee's household. Stepparent shall mean a person who has either legally adopted the employee or his/her spouse or a person who is (A) the spouse of the employee's or employee's spouse's parent due to marriage subsequent to that of which the employee or his/her spouse is the offspring, and (B) who has provided financial support for such employee or his/her spouse.

SECTION 2: Leave requests beyond the above provision shall be requested through the appointing authority.

ARTICLE 16 - HOLIDAY PAY

SECTION 1: REGULATIONS: When an employee commences employment, holiday pay shall be computed and prepaid to him. When an employee is separated from the department for any reason, holiday pay shall be prorated and the prepaid unearned amount deducted from his/her severance pay.

Holiday pay (lump sum) shall be paid in October of each contract year (except if an equipment breakdown or an emergency occurs, as determined by the Finance Director. The Finance Director

will notify the Treasurer of any such breakdown or emergency.

SECTION 2: PAYMENT: Holiday pay shall be 5.30% of base pay.

ARTICLE 17 - GUN ALLOWANCE

SECTION 1: An annual gun allowance of three hundred sixty five (\$365.00) dollars will be postpaid as follows:

One hundred eight-two and 50/100 (\$182.50) dollars on or before the 1st Friday of October in the new fiscal year.

One hundred eighty-two and 50/100 (\$182.50) dollars on or before the 1st Friday of April each year.

The above payment is made with the understanding that all law enforcement personnel shall be required to carry a side arm (hand gun) while off-duty, except on sick or vacation leave.

An employee's postpaid fringe is prorated when an employee comes into service and is also prorated when an employee terminates service.

ARTICLE 18 - UNIFORM ALLOWANCE

SECTION 1: An annual uniform allowance will be \$1,200 per year and will be paid as described below.

The above payment shall be made in equal amounts on or before the 1st Friday of October in the new fiscal year and on or before the 1st Friday of April except for equipment breakdowns and emergencies, as determined by the Finance Department. The Finance Department will notify the City Treasurer of any such breakdown or emergency.

When an employee is separated from the department for any reason, the uniform allowance shall be prorated and the paid unearned amount deducted from his/her severance pay.

ARTICLE 19 - HEALTH INSURANCE

SECTION 1: HEALTH INSURANCE

All employees will have the choice of the group health insurance described in Attachment B through F (which includes hospitalization, dental, vision, and prescription drug coverage) for each eligible employee, spouse, and dependents under the age of twenty-six (26) years of age subject to the

applicable premium cost sharing. This group health insurance (Blue Cross/Blue Shield Community Blue PPO 3, Blue Care Network HMO, \$15.00/30.00 prescription drugs for brand name and generic drugs, Delta Dental Care, Blue Cross/Blue Shield Vision Plan) shall remain unchanged from the 2012-2015 collective bargaining agreement, unless the insurance carrier no longer offers a rider that is referenced in those Attachments. If the Federal Health Care laws regarding mandatory dependent coverage are subsequently changed, the coverage age will be revised to twenty-three (23) years of age.

Health/Hospitalization Insurance

Blue Cross/Blue Shield Community Blue PPO 3 – subject to cost sharing of premium in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act).

Blue Care Network HMO - The City will be responsible for the remaining premium cost of this coverage, after the required contribution is made by the employee in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act), as long as the cost of either Community Blue 3 or Blue Care Network is within the following ranges of the lower priced of these two (2) coverages: 27.00% for single contract, 21.70% for two person contract, and 10.00% for a family contract. Any costs in excess of the aforementioned ranges will be paid entirely by the employee.

Blue Cross/Blue Shield Community Blue PPO 1 - Employees may voluntarily elect the following coverage (Community Blue Plan 1 PPO as described in Attachment D) with the difference in cost from the Community Blue Plan 3 PPO (described in this section) being borne by the employee through payroll deduction. This cost differential will be added to the cost sharing of premium required in accordance with Public Act 152 of 2011 (Publicly Funded Health Insurance Contribution Act).

Dental Insurance – Delta Dental PPO (Point-of Service) (see Attachment E)

Vision Insurance – Blue Cross Blue Shield Vision Plan (see Attachment F)

Prescription Drug Coverage - \$15/30 Co-Payment Drug Rider

SECTION 2: DOUBLE COVERAGE:

- A. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.
- B. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for any insurance coverage provided by the City; if an employee is covered by

his/her spouse's health insurance coverage, the employee may receive dental and vision coverage as provided in Section 2C and 2D; the insurance provided in Section 3 shall be available for any person who retires from the City from this bargaining unit.

- C. If an employee is covered by his/her spouse's health insurance and not covered under the City's health, dental, or vision insurance contract, then the employee shall receive a post paid allowance in the amount of \$400.00 for each month that said employee is not covered under the City's health, dental or vision insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

Should the employee's coverage under his/her spouse be terminated the employee, upon notification to the City, will be immediately placed upon the City's health care coverage and the \$400.00 paid allowance will be discontinued.

- D. If an employee who is not participating in the City's health care plan is receiving \$400 per month, and does not receive dental and vision coverage from another source, that employee may receive dental and vision coverage through the City at his sole cost. The actual cost of the dental and vision benefits will reduce the monthly stipend being received. That employee cannot coordinate or duplicate vision or dental benefits being received from any health care provider. The employee must sign an affidavit stating that vision and dental benefits are not being received from another source before vision and dental benefits are provided by the City.
- E. Conversion of coverage from or to the insurance plan described in Section 19.1 will only be allowed during the annual reopening period except for the initial conversion to the plan in Section 19.3B.

SECTION 3: RETIREE HOSPITALIZATION COVERAGE:

- A. The City shall provide medical insurance benefits for retired employees and their spouse and dependents according to the following:

Hired prior to March 1, 2005:	100% paid by the employer
Hired after March 1, 2005 but before February 1, 2009:	50% paid by employer if employee worked 10-19 years
	100% paid by employer if employee worked 20+ years
Hired after January 31, 2009:	Not eligible

Employees who are members of the Defined Benefit Plan are eligible to receive retiree health insurance coverage (as described above) at any age after twenty-five (25) years of service or at fifty-five (55) years of age with ten (10) years of service. Benefits will continue as long as retirement payments are being made to the retiree or spouse.

Members of the Defined Contribution Plan are eligible to receive retiree health insurance coverage (as described above) at any age after twenty-five (25) years of service or at fifty-five (55) years of age with ten (10) years of service.

For employees hired after January 31, 2009, the City agrees to establish a Retiree Health Savings (RHS) Plan. The City and each participant will each contribute 2.5% of base wages (pre-tax dollars) to each participant's RHS account. The vesting schedule for the City's contribution will be fifty percent (50%) after five (5) years of service and one hundred percent (100%) after ten (10) years of service. In addition, the City's contribution will be fully vested at age 55 regardless of years of service. This tax-exempt RHS plan replaces the traditional employer-paid health and prescription coverage offered to retirees hired prior to this date.

Duty-disability provisions under this plan will be provided guaranteeing retiree health insurance benefits equal to the provisions available to those who were hired after March 1, 2005 but before February 1, 2009. For non-duty disability cases, the employee will be entitled to the benefits earned to date.

Disability cases considered as likely to be permanent should be referred to the City Administrator for consideration and appropriate action. The Administrator, in conjunction with the City Physician and the department head, shall review such disability cases. In cases of a dispute between the employee's physician and the City physician, the City and Union will select a third physician for final determination.

B. Eligible employees may select one of the following coverages when applying for retirement benefits:

1. Blue Cross Blue Shield Community Blue PPO 1, and a \$15/30 Co-Pay Drug Rider (See Attachment G)
2. Blue Care Network (HMO), and a \$15/30 Co-Pay Drug Rider (See Attachment H)

Upon the retiree or spouse becoming eligible for Medicare as, either coverage will be continued as Blue Cross Blue Shield Medicare Plus Blue Group PPO with a \$15/30 Co-pay Drug Rider (See Attachment I). The provisions of Section (C)(3) (below) will not apply when the employee becomes eligible for Medicare.

Coverage will include the retiree, spouse and any dependent children under the age of twenty-six (26). If the Federal Health Care laws regarding mandatory dependent coverage are subsequently changed, the coverage age will be revised to twenty-three (23) years of age.

C. This coverage is subject to the following:

1. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.
2. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for the insurance coverage provided by the City.
3. If an employee is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the employee shall receive a post paid allowance in the amount of \$100.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

Should the employee's coverage under his/her spouse be terminated, the employee, upon notification to the City, will be immediately placed upon the City's Health Care Coverage and the \$100.00 paid allowance will be discontinued.

The following provisions apply to all of the above:

The insurance coverage provided in this section shall be effective for an employee commencing with his/her first date of actual work for the City except as noted in Section 4B.

SECTION 4A: The City retains the right on all health insurance to provide equal coverage either through self-insurance or a carrier different than Blue Cross/Blue Shield.

SECTION 4B: In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this Article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leaves of absence occurs.

SECTION 4C: In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this Article for any month for which an employee receives actual compensation from the City.

SECTION 4D: The employee is responsible for notifying in writing the Finance & Administration Office within thirty (30) days of any change in the number of his/her dependents. Costs incurred by the City for failure to notify may require reimbursement by the employee if no valid reason exists for failure to provide such notice.

SECTION 5: If the City Council approves the 80%-20% option under P.A. 152 of 2011, the employee's contribution shall be made by pre-tax deduction from each paycheck.

ARTICLE 20 - LIFE INSURANCE

SECTION 1: The City will provide and bear the cost of life insurance for regular classified employees in the amount of \$40,000 with \$40,000 AD & D.

SECTION 2: Upon retirement, under the City pension system, this policy will be continued at City expense but will be reduced to the value of Five Thousand (\$5,000.00) Dollars.

SECTION 3: In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this Article shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

SECTION 4: In the event of a sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this Article for any month for which an employee received actual compensation from the City.

SECTION 5: Death Benefit: If an employee is killed or dies from injuries incurred in the line of duty, the next of kin (as defined in Worker's Compensation) shall receive twenty-six (26) bi-weekly pays at the deceased's rate at the time of death.

ARTICLE 21 - LONG TERM DISABILITY

SECTION 1: The City will provide and bear the cost of Long Term Disability Insurance for regular classified employees as described in Attachment J.

SECTION 2: A regular employee may purchase additional LTD coverage through payroll deduction on the following:

60% of base salary or
66-2/3% of base salary

The cost to the employee will be based on the carrier's cost difference from 50% of base to 60% or 66-2/3% of base, respectively.

SECTION 3: In the event of a voluntary or involuntary termination or in the event of a layoff or a personal leave of absence, the City's obligation to pay premiums for the insurance specified in this Article shall terminate as the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination, layoff or personal leave of absence occurs.

SECTION 4: In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this Article for any month for which an employee receives actual compensation from the City. Actual compensation includes any paid time from the City for hours worked, paid vacation, paid sick leave, paid personal hours or payment for accumulated comp time.

ARTICLE 22 - MISCELLANEOUS WORKING CONDITIONS

SECTION 1: Members shall be allowed to exchange shifts and days off with approval of a ranking officer. A person who has exchanged a shift or day off shall be offered overtime on such day only after all other employees entitled to work the overtime have refused it or the City has been unable to contact them.

SECTION 2: Any member, directed to attend training sessions of schools, shall be considered an Administrative day of training or education, etc. and may be a nine (9) hour day's straight time wages. Hours worked beyond nine (9) hours shall be paid at overtime rates. The City shall pay all tuition and if the employee is directed to live away from home, the City shall also pay the housing and food expense as determined by the Chief. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

SECTION 3: The City shall pay up to \$5,000 annually (calendar year) for members of the bargaining unit who take courses in accordance with the City's Educational Assistance Program. Refer to Attachment K for details regarding this program.

The City will make all attempts to reimburse employees within thirty (30) calendar days upon receipt of proper documentation, as per the established scale.

SECTION 4: If the employee is directed to live away from home, the City shall also pay the housing and food expense as determined by the Chief. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

SECTION 5: Members shall be reimbursed when parking expenses are incurred in connection with official police duties when parking facilities are not provided.

SECTION 6: If a member is directed to use his/her privately owned vehicle for any authorized purpose, he/she shall be compensated for mileage at the rate prevailing under the current mileage reimbursement policy of the City.

SECTION 7: STEP-UP PAY: Step-up pay will be paid non-retroactively commencing with the 6th consecutive calendar day for vacation relief (including leave days contiguous to vacation). For all other purposes, step-up pay will only be paid commencing with the 6th consecutive calendar day, retroactive to the first day. If the Police Chief declares that a Lieutenant position is vacant, the vacancy shall be offered to Sergeants on the basis of rank seniority. All further reassignments caused by the Sergeant filling the Lieutenant vacancy shall be made by the Police Chief.

SECTION 8: INDEMNIFICATION: The City will continue to provide legal counsel and indemnify officers as a result of lawsuits covered by the municipal liability coverage in effect at the time the incident occurred. Further, a copy of said insurance policy shall be furnished to the union. Further, the City shall agree to pay any claims, suits, or judgments which may arise out of such actions.

SECTION 9: Any reference in this agreement to a masculine gender (i.e., “he” or “his”) shall mean both male and female employees.

SECTION 10: Employees are not required to maintain residency within City limits and no restriction exists regarding the distance they may live from City boundaries.

SECTION 11: The City agrees to implement a voluntary physical fitness incentive program. Employees will be eligible to test semi-annually in accordance with the policy established by the Chief of Police.

SECTION 12: JURY DUTY: Members assigned to jury duty on their regularly scheduled work day will receive their full wages and benefits, provided they turn the juror fee over to the City. Attendance at jury duty shall be considered to be their workday. No overtime will be paid and hours spent at jury duty shall not be considered hours worked for the purposes of computing overtime.

ARTICLE 23 - HEALTH & SAFETY

SECTION 1: The City shall maintain police vehicles in proper appearance and safe mechanical condition. If an officer believes that the equipment is unsafe, he/she shall immediately report same to his/her commanding officer.

SECTION 2: Safety screens may be installed between the front and rear seat area of all marked cars.

SECTION 3: Members who are firearms instructors, range officers, or armorers may have their blood tested every six (6) months for lead levels at City expense.

SECTION 4: Members who are firearms instructors or range officers may have their hearing tested annually at City expense.

ARTICLE 24 - MEMBERS' RIGHTS

SECTION 1: Any member who is accused of violating any criminal, City, State or Federal law shall be entitled to his/her full-rights under the State and Federal Constitutions without being disciplined for exercising such rights unless specifically executed in this agreement.

SECTION 2: After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his/her part, he/she shall have twenty-four (24) hours from the time of the order in which to comply. An extension of this time limit may be extended by mutual agreement.

SECTION 3: If any member is ordered to make an oral statement, he/she shall comply (subject to the receipt of Miranda or Garrity warnings, where applicable) and shall be given a reasonable time to act in accordance with such rights.

SECTION 4: A member shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross-examine all witnesses against the member.

SECTION 5: An association representative, counsel, or both shall have the right to be present to all disciplinary hearings at the request of the member and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.

SECTION 6: Whenever a member of the bargaining unit is under investigation, or subject to interrogation for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

1. The interrogation of any police officer member shall be at a reasonable hour, preferable when the member is on duty, and during daylight hours unless the exigencies of the investigation dictate otherwise. A member's tour may be changed without penalty in order to comply with this paragraph. Whenever possible, a member working after midnight, whose tour of duty is changed, shall have at least eight (8) hours between tours to obtain sufficient sleep.
2. The interrogation shall take place at a location designated by the investigating officer and shall take place at the police station.

3. The member of the department shall be informed of the rank, name and command of the officer in charge of the investigation, and the identity of all persons present during the interrogation.
4. The member of the department shall be informed of the nature of the investigation before the interrogation commences. Sufficient information to reasonably apprise the member of the allegation should be provided, along with a copy of the citizen complaint form or statement. If it is known that a member of the department being interrogated is a witness only, he/she should be so notified.

SECTION 7: The representative present during this interrogation may not participate in the interrogation except to counsel the member. In such case, the interrogation may be postponed for the purpose of obtaining the Command Officers Association of Michigan representative or counsel up to 1:00 p.m. of the day following the notification of interrogation or other mutually agreed upon time (excluding Saturday, Sunday and Holidays).

SECTION 8: The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall be provided also for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

SECTION 9: The member shall not be subject to any offensive language, nor shall he/she be threatened with transfer, dismissal or other disciplinary punishment. No promise or reward shall be made as an inducement to answer questions. Nothing herein is to be construed as to prohibit the investigating officer from informing the member that his/her conduct can become the subject of disciplinary actions resulting in disciplinary punishment.

1. After being given his/her Garrity warnings, the refusal by a member of the department to answer pertinent questions concerning any noncriminal matter may result in disciplinary action.
2. The procedural requirements spelled out are not applicable in circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of members.

SECTION 10: The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will not be "Off-The-Record" questioning or remarks. All recesses called during the questioning shall be noted in the record. The requirement to record may be waived by mutual consent. The member shall be given access to any records of the interrogation.

SECTION 11: No member of the bargaining unit shall be required to subject himself to a polygraph examination unless in accordance with Act No. 44 of the Public Acts of 1982, effective March 30, 1983, as amended.

SECTION 12: In the event the bargaining unit representative concludes that a member was unjustly disciplined or dismissed, he/she may, within ten (10) calendar days after receipt of the judgment, appeal said judgment through the grievance procedure - Step IV (Arbitration).

SECTION 13: Whenever employees have been subject to interrogation or have been required to provide any information which causes the possibility of disciplinary action for that employee, he/she shall be provided with current information as to the status of said investigation upon request and notified in writing upon completion.

SECTION 14: Members accused of violating department rules, regulations, policies or procedures shall have the presumption of innocence until such time as the accused pleads guilty or is found guilty by an arbitrator (if so appealed).

SECTION 15: Time limits for the use of prior disciplinary action in supporting new discipline, in the grievance procedure, including arbitration, shall be as follows:

- | | |
|----------------------|------------------------------------|
| A) Verbal Reprimand: | 24 months from the date of offense |
| B) Written Reprimand | 36 months from the date of offense |
| C) Suspension: | Indefinitely |

All discipline shall remain in the employee's personnel file.

ARTICLE 25 - PENSION

SECTION 1: It is mutually agreed that pension benefits is a recognized subject of bargaining.

The pension ordinance, amended, is hereby adopted by reference and made part of this contract.

SECTION 2: Requests for disability retirement must meet eligibility requirements of the retirement ordinance. In cases of dispute between the employee's attending physician and the retirement system's medical director, the City and the Union will select a third physician for final review and determination.

Persons who leave the City's employ and are eligible for a deferred pension benefit will not be eligible for the accumulated sick leave payment provided in Article 13, or paid life insurance provided in Article 20, or hospital insurance provided in Article 19, or any other benefit which is provided for persons upon "Retirement" or "Death" as provided in this agreement. Under this agreement, such benefits are available only to persons who die or retire either under the voluntary, normal, mandatory or disability retirement provided in the retirement ordinance.

SECTION 3: Negotiated changes will become effective when mutually agreed to and will, in due course, be included in the pension ordinance when wording prepared by the Department of Legal Affairs is approved by City Council.

SECTION 4: The City's Pension Ordinance shall be modified to provide that Command Officers bargaining unit employee who die or retire from employment while in the unit shall be eligible to receive a credited service bonus for pension purposes as follows:

SECTION 5: Unused sick hours (at time of death or retirement) in excess of three hundred sixty (360) hours shall be divided by one-hundred sixty-eight (168), and the answer will represent the number of bonus credited service months provided that only full months shall be counted as credited service.

SECTION 6: Requests for disability retirement must meet eligibility requirements of the retirement system ordinance. In cases of dispute between the employee's attending physician and the retirement system's medical director, the City and Union will select a third physician for final review and determination.

SECTION 7: The City reserves the right to waive, maintain or alter the requirements of Section 2-224, Disability Eligibility Requirements; Section 2-225, Disability Retirement Allowance; and Section 2-226, Re-examination of Disability Retirees of the Retirement System Ordinance. In no event will the pension benefits payable be less than the normal calculation of benefits for the applicable service credit.

SECTION 8: The City reserves the right to offer to employees an early retirement and waive, maintain or alter that provisions of Section 2-206 Definitions; Section 2-209, Credit Service Computations; and Section 2-214, Police and Fire Member Retirement Allowance of the Retirement System Ordinance.

SECTION 9: The City agrees to allow retirement on a voluntary basis at twenty-five (25) years of credited service without regard to age, or age fifty-five (55) with ten (10) or more years of credited service.

SECTION 10: The City shall become a reciprocal Community under Act 88, Public Acts of 1961, as amended, the Reciprocal Retirement Act.

SECTION 11: The City offers a pension provision typically called the "Pop-Up Provision". This provision allows for the pension benefit under options 2 or 3 to "pop-up" to the straight life benefit in the event of the death of, or divorce from the beneficiary.

SECTION 12: For police command members hired into the Police Department prior to February 1, 1999, "Final Average Compensation" means the average of the highest thirty-six (36) consecutive months out of the last ten (10) consecutive years, and includes all base wages, shift differential,

overtime (subject to 7 below), annual payments for accrued compensatory time, longevity pay, holiday pay, and accrued sick and vacation time paid on retirement. The accrued sick and vacation amounts shall not increase a member's FAC by more than 25%. Maximum benefit is 75% of final average compensation.

SECTION 13: Subject to section 2-229, Police command members hired after 10/01/82, retroactive to date of hire, shall receive a straight life pension and shall have the right to elect a pension under an option provided in section 2-221 in lieu of a straight life pension. The straight life pension shall equal the sum of the number of years and months of credited service, not to exceed twenty-five (25) years, multiplied by 2.50%, times the final average compensation, plus the number of years and months of credited service in excess of twenty-five (25) years, if any, multiplied by 1.0%, times the final average compensation. Members will make pretax contributions of five (5%) retroactive to February 1, 2000, from all income included in the final average compensation.

SECTION 14: All command officers hired into the Police Department on or after February 1, 1999 shall not be covered by the City's Defined Benefit Program. These employees shall become participants, in a Defined Contribution Plan administered by the City. The City shall make an annual contribution of 10% of the employee's base salary which he or she actually received in the prior calendar year. The employee shall be required to contribute five percent (5%) of base salary to the plan. Vesting in the plan shall occur after five years. See Memorandum of Agreement, dated December 9, 2019, (Attachment L), and Memorandum of Agreement, dated January 23, 2020, (Attachment M).

SECTION 15: The inclusion of overtime pay earned as a result of certain special details (commonly referred to as special traffic details or alcohol enforcement details that use payroll codes AO) in FAC will be limited to \$5,000 per fiscal year. Employees will not be required to make their retirement contribution (5%) from this overtime pay if it is not included in FAC. This provision does not limit the amount of special detail overtime earned by an employee nor will the terms of this agreement be retroactive to periods prior to June 25, 2007.

SECTION 16: Overtime funded through or by the School Board and Church Festival Events will not be included in Final Average Compensation. No employee contribution will be made to the pension system for this ineligible overtime compensation.

SECTION 17: In no event shall benefits set forth in the pension ordinance be lessened or reduced as a result of waiving, maintaining or altering any provisions, thereof.

SECTION 18: The WPCOA representative to the Retirement Commission shall receive his/her regular hourly wage for all time spent attending Retirement Commission meetings which are held at City Hall provided the representative was scheduled to be on duty during the Retirement Commission meeting.

SECTION 19: The WPCOA representative to the Retirement Commission shall receive his/her hourly wage while attending out of town MAPERS seminars approved by the Retirement Commission provided the representative was scheduled to be on duty during the seminar and shall only be paid for the hours he/she was otherwise scheduled to work. This payment shall be limited to one seminar per calendar year and shall only be paid for the hours he/she was otherwise scheduled to work and shall not exceed three (3) days per calendar year.

SECTION 20: In years where the City Council, in its sole discretion, authorizes a “13th check” as a supplemental retirement benefit, that supplemental retirement benefit shall be calculated as follows:

0 – 5 complete years retired:	None
>5 -10 complete years retired:	50% of calculated benefit
>10-15 complete years retired:	100% of calculated benefit
>15-20 complete years retired:	150% of calculated benefit
> 20 complete years retired;	200% of calculated benefit

ARTICLE 26 - WAGE SCHEDULE

Refer to Attachment “A” for the wage schedule.

ARTICLE 27 - DRUG TESTING

SECTION 1: PURPOSE: The City of Wyandotte and the Command Officers Association of Michigan have established a drug free program covering members of the Police Department. The main focus of this program is to have employees with drug addition volunteer for treatment and rehabilitation, and provide all employees with notice of the provisions of the Department drug testing program.

SECTION 2: POLICY: It is the policy of this Department that the critical mission of providing police protection justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair a Supervisor’s physical and mental health, and thus, job performance.

Where Supervisors participate in illegal drug use and drug activity, the integrity of the profession, and the public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the Department, and to preserve the public trust and confidence in a fit and drug free Police Department, this Department will implement a drug testing program to detect prohibited drug use by employees.

SECTION 3: DEFINITIONS:

- A. Patrol Officer -- Those sworn employees of the Department who are members of the POAM and hold rank below Sergeant.
- B. Supervisor -- Those sworn Supervisors holding a rank of Sergeant or above.
- C. Drug Test -- The compulsory or voluntary production and submission of urine by a Supervisor in accordance with departmental procedures for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual is or has been using drugs while on or off duty.
- E. MRP -- Medical Review Physician -- The medical review physician is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRP will be a licensed physician with knowledge of substance abuse disorders. The MRP shall have appropriate medical training to interpret and evaluate an individual's test results with his/her medical history and any other relevant biomedical information.
- F. The City for Administrative purposes of this policy means City Administrator.

SECTION 4: PROCEDURES/RULES:

A. Prohibited Activity

The following rules shall apply to all probationary and seniority Supervisors while on and off duty.

1. No Supervisor shall illegally possess any controlled substance, including recreational or medical marijuana. Possession or ingestion of medical or recreational marijuana is prohibited, whether or not allowed by state or federal law.
2. No Supervisor shall ingest any prescribed substance, except under the direction of a licensed medical practitioner.

3. Any Supervisor who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his/her supervisor so that appropriate medical steps may be taken to ensure the Supervisor's health and safety.
4. Discipline of Supervisors for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures and the collective bargaining agreement. When there is a refusal to participate, probable cause, or the Medical Review Physician determines that a Supervisor's drug test was positive, the Supervisor may be immediately relieved of duty pending a Department investigation at the discretion of the Police Chief or his/her designee.

B. Supervisor Drug Testing

1. Supervisors will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, provided that members of the Police and Fire Commission are subjected to and submit to drug testing.
2. The City and Union have agreed to a policy under which each Supervisor will undergo a drug screen on a scheduled basis once every eighteen (18) months, or, as provided in paragraphs 3 and 4 below, whenever the City has probable cause or reasonable suspicion.
3. The names of all employees shall be placed in a sealed container and shall be drawn out by the Police Chief or his/her designee with a representative of the Union present as an observer. If a name is drawn of an employee not on duty on the date of the drawing or not on duty within 24 hours of such drawing, the employee's name shall be returned to the sealed container. The employee whose name is drawn and not returned to the container shall be notified within his/her shift that he/she shall be tested within 3 days of the notice. If an employee chooses to be tested while on duty, he/she shall be compensated while taking the test. An employee may choose to be tested at any time up to and including the third day after he/she is notified. If an employee chooses to be tested off duty he/she will not be compensated.

Once an employee's name is drawn, and he/she is notified on the test, his/her name shall not be placed into the sealed container until all other names have been drawn during the 18-month period. The Union representative and Chief or his/her designee, shall not reveal the names of those employees drawn until after the employee has been appropriately contacted by the Department in writing.

4. The Police Chief may order a Supervisor to take a drug test upon documented probable cause that the Supervisor is or has been using drugs. A written summary of facts supporting the order shall be made available to the Supervisor prior to the actual test. If

such Supervisor's test is negative, the summary of facts supporting the order shall not be placed in his/her file.

5. Upon reasonable suspicion the Department may request, through the Union, that the Supervisor submit to a voluntary drug test. In notifying the Union of such request, a written summary of the facts supporting such reasonable suspicion shall be made available to the Union and the employee, upon request. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article 4, Subsection C, Subsection 2 herein. Any Supervisor voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible for coverage under the last chance rehabilitation provision set forth in this policy. Any Supervisor who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.

D. Penalty

Violation of any provision of this drug testing policy shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Wyandotte Police Department's rules and regulations, and may include discharge from the Department. Any discipline issued remains subject to review in accordance with the collective bargaining agreement.

E. For Employees Volunteering For A Rehabilitation Program

1. Under this program, any employee may volunteer to enter a drug education/rehabilitation program prior to the scheduled test or prior to being notified that he/she will be tested. With regard to marijuana use, this program will require the individual to participate in a City approved, supervised drug education program as directed by the City Administrator, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in an/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.
2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the employee, subject to the City provided insurance program.

3. Employees will be allowed to use accrued sick leave benefits until such time as the City, based on medical evidence, determines they are capable of returning to active duty. Time spent on out-patient treatment after an employee is reinstated shall be on the employee's own time. Successful completion of the prescribed treatment program and certification by a physician, designated by the City, are required prior to returning to active duty. Participation in the rehabilitation program requires the employee to sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy are to ensure the integrity of department drug testing and, with respect to the collection of sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive shall be consistent with federal regulations (Federal Regulation V. 53, No. 69, dated Monday, April 11, 1988, or as later amended), and shall be adhered to by any laboratory personnel administering drug testing.
2. Laboratory personnel authorized to administer drug tests shall require positive identification from each Supervisor to be tested before they enter the testing area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by a medical assistant at the testing agency with each Supervisor to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that they divulge the necessary medical information to the Medical Review Physician that may have lead to a false positive test.
4. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before a Supervisor enters it to produce a urine sample, and document that it is free of any foreign substance.
5. Where a Supervisor appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances of the drug report form. The Supervisor shall be permitted to no more than eight (8) hours to give a sample, during which time he/she shall remain in the testing area, under observation, however, the Supervisor will allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be

considered a refusal to submit to a drug test except for good cause as determined by the MRP.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or the Union, prior to disciplinary action, should the original sample result in legal dispute. The Supervisor must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Physician. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the laboratory technician; and checked against the identity of the employee to ensure the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
 - a. Initial screening test;
 - b. Confirmation test.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive and will not be released but rather, it will be classified as “confirmation pending”. Notification of test results to the Chief of Police shall be held until the confirmation test results are obtained and verified by the MRP.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening test selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroine, amphetamines and barbiturates. Personnel

utilized for testing will be certified as qualified to collect urine samples of adequately trained in collection procedures.

5. Concentration of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

<u>Initial Test Level</u>	<u>(ng/ml)</u>
Marijuana Metabolite	100
Cocaine Metabolite	300
Opiate Metabolite	300+
Phencyclidine	25
Amphetamines	1000
Barbiturates	300
+25ng/ml if immunoassay-specific for free morphine.	

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory gas chromatography/mass spectrometry test on a urine specimen that tested positive using a technologically different test than the initial screening method:

<u>Confirmatory Test Level</u>	
Marijuana Metabolite	15*
Cocaine Metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Phencyclidine	25
Amphetamines:	
Amphetamine	500
Methamphetamine	500
Barbiturates	200

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoyllecgonine

+25ng/ml if immunoassay-specific for free morphine

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.

7. Supervisors having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Supervisor's personnel file upon the Supervisor's request.
8. Any Supervisor who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Evidence - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

1. All records pertaining to Department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Supervisor's job duties.

J. Procedures for Implementation of the Last Chance Agreement

1. A Supervisor whose drug tests has been confirmed positive by the Medical Review Physician during scheduled, reasonable suspicion, or probable cause testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement, except for a Supervisor who had previously declined reasonable suspicion testing as provided in Section 4, B, 5.
2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and employee.
3. The Supervisor must attend the employee assistance program and/or an authorized rehabilitation source.

An employee who successfully completes the terms of the last chance agreement will not be disciplined for the violation which led to the last chance agreement.

Once authorized to return to active duty, an employee shall return without loss of seniority or reduction of rank or pay, unless otherwise specifically provided by the Labor Agreement.

4. The Supervisor must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
5. The Supervisor must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. The Supervisor must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. The Supervisor may be allowed to use sick time and apply for a medial leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the Supervisor must submit to periodic urinalysis on a timetable as may be determined by the Chief.
9. The Supervisor shall be subject to the terms of this program for three (3) years after their return to work.
10. The Supervisor shall be notified in writing that the Supervisor will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Supervisor demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. A Supervisor shall have 10 days to present such evidence to the Police and Fire Commission for its determination.
11. The Supervisor must be advised that the Supervisor is not obligated to sign the agreement and be advised he/she has the right to seek legal counsel and be advised he/she has the right to seek the legal counsel of his/her choice and/or labor representative.

SECTION 5: UNION HELD HARMLESS: This drug testing program is solely initiated at the behest of the City. The City shall be solely liable for any legal obligations, costs, and attorneys' fees arising out of the provisions and/or application of this agreement relating to drug testing. The Union and its members shall be held harmless for the violation of any laws, regulations, or worker rights arising from the creation, implementation, or administration of the drug testing program and the City agrees to indemnify the Union and its members from and against all claims or suits by members of the Union arising out of the creation, implementation, or administration of this drug testing program.

Said indemnification shall take the form of defense and payment of any judgments, settlements, cost, or attorneys' fees.

LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violation the departmental drug policy on _____, and;

Whereas, the Wyandotte Police Department will conditionally reinstate _____ to the position of _____, provided the Supervisor is found by medical examination to be capable of performing all the duties of the classification as determined by the Wyandotte Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore it is agreed that:

1. The Supervisor must sign an authorization for release of those records necessary for the City to determine that the employee is complying with the rehabilitation program and can be certified for reinstatement.
2. The supervisor must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. The Supervisor must pass a medical examination administered by a medical facility designated by the Chief prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. The Supervisor may be allowed to use sick time and apply for medical leave of absence if required, while undergoing rehabilitation.

The rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source shall be paid for by the employee, subject to the City provided insurance program, provided if an employee's insurance coverage would terminate under the City's policies while an employee was on a leave of absence due to such program, the City shall pay for the employee's individual insurance coverage for two months following the month in which such coverage closed; in such event, the employee shall pay the cost for any additional coverage (e.g. dependent coverage) he/she elects.

5. Once authorized to return to duty the Supervisor must submit to a periodic urinalysis on a time table as may be determined by the Chief.

6. Upon clearance by the medical facility designated by the City, _____ shall be returned to Police Department as a _____.
7. Upon reinstatement, the Supervisor shall be subject to the procedures as outlined in IV, J, of the Wyandotte Police Department Drug Free Work Place Regulation.
8. _____ shall submit to controlled substance testing as the discretion of the Chief. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the City of Wyandotte, subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
9. _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and _____ waives any claim thereto.
10. The Union shall withdraw with prejudice the Grievance # _____ and shall release and discharge employer from any and all claims relating thereto. The Employer shall release and discharge the Union and _____ from any and all claims relating thereto. _____ shall release and discharge the Union and the Employer from any and all claims relating to grievance # _____ including but not limited to the processing and arbitration of this grievance. Further, _____ release the City and Union from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Wyandotte whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collection bargaining agreement between the City of Wyandotte and the Command Officers Association of Michigan.
11. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
12. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance claim, or litigation.
13. In the event the Supervisor grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

Dated this _____ day of _____, 202_

Supervisor

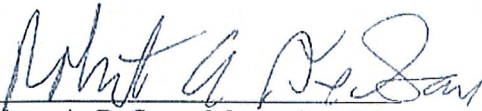
Union Representative

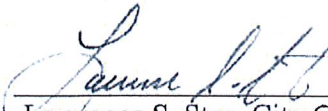
Police Chief

ARTICLE 28 - EXECUTION


IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES EFFECTIVE AS OF THE DAY AND YEAR WRITTEN.


CITY OF WYANDOTTE

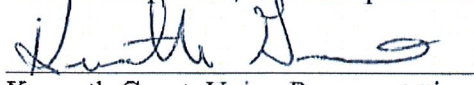
By: 
Robert A. DeSana, Mayor Pro Tempore

By: 
Lawrence S. Stec, City Clerk

COMMAND OFFICERS ASSOCIATION
OF MICHIGAN


Charles Seeley, President


Robert Fitzpatrick, Union Representative


Kenneth Groat, Union Representative


Dave LaMontaine, COAM Business Agent

Date: April 16, 2021 at Wyandotte, Michigan.

ATTACHMENT "A" WAGES

**Command Rates as of
January 1, 2021 through December 31, 2021
3.00%**

		START	6 MONTHS
		-----	-----
Sergeant	Annual (2184)	\$ 72,901.92	\$ 76,068.72
	Annual (2080)	\$ 71,156.80	\$ 72,841.60
	84 Bi-Weekly Rate	\$ 2,803.92	\$ 2,925.72
	80 Bi-Weekly Rate	\$ 2,736.80	\$ 2,801.60
	Hourly Rate (2184)	\$ 33.38	\$ 34.83
	Hourly Rate (2080)	\$ 34.21	\$ 35.02

		START	6 MONTHS
		-----	-----
Lieutenant	Annual (2184)	\$ 78,886.08	\$ 82,380.48
	Annual (2080)	\$ 75,670.40	\$ 79,206.40
	84 Bi-Weekly Rate	\$ 3,034.08	\$ 3,168.48
	80 Bi-Weekly Rate	\$ 2,910.40	\$ 3,046.40
	Hourly Rate (2184)	\$ 36.12	\$ 37.72
	Hourly Rate (2080)	\$ 36.38	\$ 38.08

**Command Rates as of
January 1, 2022 through December 31, 2022
3.00%**

		START	6 MONTHS
		-----	-----
Sergeant	Annual (2184)	\$ 75,085.92	\$ 78,340.08
	Annual (2080)	\$ 73,299.20	\$ 75,025.60
	84 Bi-Weekly Rate	\$ 2,887.92	\$ 3,013.08
	80 Bi-Weekly Rate	\$ 2,819.20	\$ 2,885.60
	Hourly Rate (2184)	\$ 34.38	\$ 35.87
	Hourly Rate (2080)	\$ 35.24	\$ 36.07

		START	6 MONTHS
		-----	-----
Lieutenant	Annual (2184)	\$ 81,244.80	\$ 84,848.40
	Annual (2080)	\$ 77,937.60	\$ 81,577.60
	84 Bi-Weekly Rate	\$ 3,124.80	\$ 3,263.40
	80 Bi-Weekly Rate	\$ 2,997.60	\$ 3,137.60
	Hourly Rate (2184)	\$ 37.20	\$ 38.85
	Hourly Rate (2080)	\$ 37.47	\$ 39.22

Command Rates as of
January 1, 2023 through December 31, 2023
1.50%

		START	6 MONTHS
		-----	-----
Sergeant	Annual (2184)	\$ 76,221.60	\$ 79,519.44
	Annual (2080)	\$ 74,401.60	\$ 76,148.80
	84 Bi-Weekly Rate	\$ 2,931.60	\$ 3,058.44
	80 Bi-Weekly Rate	\$ 2,861.60	\$ 2,928.80
	Hourly Rate (2184)	\$ 34.90	\$ 36.41
	Hourly Rate (2080)	\$ 35.77	\$ 36.61

		START	6 MONTHS
		-----	-----
Lieutenant	Annual (2184)	\$ 82,467.84	\$ 86,115.12
	Annual (2080)	\$ 79,102.40	\$ 82,804.80
	84 Bi-Weekly Rate	\$ 3,171.84	\$ 3,312.12
	80 Bi-Weekly Rate	\$ 3,042.40	\$ 3,184.80
	Hourly Rate (2184)	\$ 37.76	\$ 39.43
	Hourly Rate (2080)	\$ 38.03	\$ 39.81

ATTACHMENT “B” BLUE CROSS BLUE SHIELD PPO 3



Blue Cross
Blue Shield
of Michigan

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

CITY OF WYANDOTTE 0070060860012 - 06CYJ Effective Date: 01/01/2017

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. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Preauthorization for Select Services - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at bcbsm.com/importantinfo. Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

ADM GRAND1;ADM PLANYR JAN;BLUE VISION;BV-FLA \$100;BVC-\$7.50;BVFL;BVPP CHOICE NET;CB LG;CB-EA-1 LG;CB-MTC \$0 LG;CB-PCB-XHCR LG;CBC 20%-IN LG;CBC 40%-ON LG;CBCMIN \$1000 LG;CBCMON \$3000 LG;CBD \$250-IN LG;CBD \$500-ON LG;CBVSTFCSLG;DC 26-ME LG;EBMT LG

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Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> Subscriber's legal spouse Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26

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

Benefits	In-network	Out-of-network
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 for covered services performed in an in-network physician's office and for covered mental health and substance use disorder services that are equivalent to an office visit and performed in an in-network 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 count toward the in-network deductible
Flat-dollar copays	<ul style="list-style-type: none"> \$10 copay for office visits and office consultations \$10 copay for medical online visits \$50 copay for emergency room visits \$10 copay for urgent care visits 	<ul style="list-style-type: none"> \$50 copay for emergency room visits
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 20% of approved amount for mental health care and substance use disorder treatment 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office) 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 40% of approved amount for mental health care and substance use disorder treatment 40% of approved amount for most other covered services
Annual coinsurance maximum - applies to coinsurance for all covered services - including mental health and substance use disorder services - but does not apply to deductible, flat dollar copays and private duty nursing coinsurance.	\$1,000 for one member, \$2,000 for the family (when two or more members are covered under your contract) each calendar year Note: In-Network Coinsurance does not apply toward the out-of-network coinsurance maximum.	\$3,000 for one member, \$6,000 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-Network Coinsurance does not apply toward the In-network coinsurance maximum.
Lifetime dollar maximum	None	

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Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Pap smear screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <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
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM. Note: Immunizations for travel to foreign countries are not covered.	80% after in-network deductible	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

Mammography

Benefits	In-network	Out-of-network
Routine mammogram and related reading	80% after in-network deductible	60% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.

One per member per calendar year

ADM GRAND1;ADM PLAN1R JAN;BLUE VISION;BV-FLA \$100;BVC-\$7.50;BVFL;BVPP CHOICE NET;CB LG;CB-EA-1 LG;CB-MTC \$0 LG;CB-PCB-XHCR LG;CBC 20%-IN LG;CBC 40%-ON LG;CBCMIN \$1000 LG;CBCMON \$3000 LG;CBD \$250-IN LG;CBD \$500-ON LG;CBVSTFCSLG;DC 26-ME LG;EBMT LG

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Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$10 copay per office visit	60% after out-of-network deductible
Online visits - must be medically necessary	\$10 copay per online visit	60% after out-of-network deductible
Note: Online visits by a non-BCBSM selected vendor are not covered		
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	\$10 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$10 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
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	80% after in-network deductible	80% after in-network deductible

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	80% after in-network deductible	60% after out-of-network deductible
Diagnostic tests and x-rays	80% after in-network deductible	60% after out-of-network deductible
Therapeutic radiology	80% after in-network deductible	60% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Postnatal care visits	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	80% after in-network deductible	60% after out-of-network deductible

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Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Note: Nonemergency services must be rendered in a participating hospital.		
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a participating skilled nursing facility	80% after in-network deductible	80% after in-network deductible
Limited to a maximum of 120 days per member per calendar year		
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
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: <ul style="list-style-type: none"> must be medically necessary must be provided by a participating home health care agency 	80% after in-network deductible	80% after in-network deductible
Infusion therapy: <ul style="list-style-type: none"> must be medically necessary must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) may use drugs that require preauthorization - consult with your doctor 	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males and females	80% after in-network deductible	60% after out-of-network deductible
Elective abortions	80% after in-network deductible	60% after out-of-network deductible
Colonoscopy	80% after in-network deductible	60% after out-of-network deductible

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Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Experimental bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Behavioral Health Services (Mental Health and Substance Use Disorder)

Note: Some mental health and substance use disorder services are considered by BCBSM to be comparable to an office visit or medical online visit. When a mental health or substance use disorder service is considered by BCBSM to be comparable to an office visit or medical online visit, we will process the claim under your office visit or medical online visit benefit

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	80% after in-network deductible	60% after out-of-network deductible
Unlimited days		
Residential psychiatric treatment facility: <ul style="list-style-type: none"> covered mental health services must be performed in a residential psychiatric treatment facility treatment must be preauthorized subject to medical criteria 	80% after in-network deductible	60% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> Facility and clinic 	80% after in-network deductible	80% after in-network deductible in participating facilities only
<ul style="list-style-type: none"> Online visits Note: Online visits by a non-BCBSM selected vendor are not covered	\$10 copay per online visit	60% after out-of-network deductible
<ul style="list-style-type: none"> Physician's office 	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	80% after in-network deductible	80% after in-network deductible
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		

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Benefits	In-network	Out-of-network
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible
	Physical, speech and occupational therapy with an autism diagnosis is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	60% after out-of-network deductible

Other covered services		
Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	80% after in-network deductible	60% after out-of-network deductible
Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - when provided for rehabilitation	80% 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 60-visit maximum per member per calendar year	
Durable medical equipment	80% after in-network deductible	60% after out-of-network deductible
Note: Reference the Find A Doctor tool at bcbsm.com for in-network Durable Medical Equipment providers.		
Prosthetic and orthotic appliances	80% after in-network deductible	60% after out-of-network deductible
Note: Reference the Find A Doctor tool at bcbsm.com for in-network Prosthetics/Orthotics providers.		
Private duty nursing care	50% after in-network deductible	50% after in-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	80% after in-network deductible	60% after out-of-network deductible
Contraceptive injections	80% after in-network deductible	60% after out-of-network deductible

Disclosure of Grandfather Status #1

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The Group believes that the coverage issued pursuant to the Group plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Coverage may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits. The Group plan is responsible for all record keeping and other administrative requirements as required in the Affordable Care Act. **In addition, the Group is required to notify BCBSM and BCN if Group's contribution rate changes at any point in the plan year.**

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to your Group plan administrator. If you don't know how to contact your Group plan administrator, you may contact customer service to obtain that information. Please go to www.bcbsm.com/member/contact_us to obtain the telephone number of your customer service representative. If your plan is an ERISA plan, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans. If you're not sure whether your plan is an ERISA plan, contact your Group plan administrator who can provide you with that information.

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ATTACHMENT “C” BLUE CARE NETWORK HMO



**Blue Care
Network
of Michigan**

ATTACHMENT C

CLSSLG

00129760/
0003 CITY OF WYANDOTTE / ACTIVE

Deductible, Copays and Dollar Maximums

Deductible -(Coinsurance and select fixed dollar copays as defined by your plan documents, apply once the deductible has been met.)	None
Fixed Dollar Copays	\$0 for allergy injections
Coinsurance	50% for select services as noted below
Annual Coinsurance Maximum (ACM)	None
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$6,350 per member, \$12,700 per family (Medical Cost Sharing Only)

Preventive Services

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening	100%
Routine Colonoscopy	100%
Mammography Screening	100%
Voluntary Female Sterilization	100%
Breast Pumps (DME guidelines apply.)	100%
Maternity Pre-Natal care	100%

Physician Office Services

PCP Office Visits - Note: Applicable cost sharing applies when other services are received in the office.	100%
Online Visits	100%
Consulting Specialist Care - When referred for other than preventive services. Note: Applicable cost sharing applies when other services are received in the office.	100%

Emergency Medical Care

Hospital Emergency Room - Copay waived if admitted	100%
Urgent Care Center	100%
Retail Health Clinic	100%
Ambulance Services	100%

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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11/17/2018 09:28:23 am

* Effective 1/1/19 - If your plan applies a deductible to outpatient mental health and substance use disorder services, the deductible no longer applies. Routine Care Packages are excluded from this change.

JAN 2019



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00129760/

0003 CITY OF WYANDOTTE / ACTIVE

Deductible, Copays and Dollar Maximums

Deductible -(Coinsurance and select fixed dollar copays as defined by your plan documents, apply once the deductible has been met.)	None
Fixed Dollar Copays	\$0 for allergy injections
Coinsurance	50% for select services as noted below
Annual Coinsurance Maximum (ACM)	None
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$6,350 per member, \$12,700 per family (Medical Cost Sharing Only)

Preventive Services

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening	100%
Routine Colonoscopy	100%
Mammography Screening	100%
Voluntary Female Sterilization	100%
Breast Pumps (DME guidelines apply.)	100%
Maternity Pre-Natal care	100%

Physician Office Services

PCP Office Visits - Note: Applicable cost sharing applies when other services are received in the office.	100%
Online Visits	100%
Consulting Specialist Care - When referred for other than preventive services. Note: Applicable cost sharing applies when other services are received in the office.	100%

Emergency Medical Care

Hospital Emergency Room - Copay waived if admitted	100%
Urgent Care Center	100%
Retail Health Clinic	100%
Ambulance Services	100%

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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11/17/2018 09:28:23 am

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Diagnostic Services

Laboratory and Pathology Services	100%
Diagnostic Tests and X-rays	100%
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	100%
Radiation Therapy	100%

Maternity Services Provided by a Physician

Post-Natal and Non-routine Pre-Natal Care (See Preventive Services section for routine Pre-Natal Care)	100%
Delivery and Nursery Care	100% For professional services. (See Hospital Care for facility charges)

Hospital Care

General Nursing Care, Hospital Services and Supplies	100%
Outpatient Surgery - included all related surgical services and anesthesia - see member certificate for specific surgical copays.	100%

Alternatives to Hospital Care

Skilled Nursing Care	100%
	Up to 730 days per lifetime
Hospice Care	100%
Home Health Care	100%

Surgical Services

Surgery - includes all related surgical services and anesthesia - see member certificate for specific surgical copays.	100%
Voluntary Male Sterilization - See Preventive Services section for voluntary female sterilization	100%
Elective Abortion (One procedure per two year period of membership)	100%
Human Organ Transplants	100%
Reduction Mammoplasty	50%
Male Mastectomy	50%
Temporomandibular Joint Syndrome	50%
Orthognathic Surgery	50%
Weight Reduction Procedures (Limited to one procedure per lifetime)	100%

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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11/17/2018 09:28:24 am

* Effective 1/1/19 - If your plan applies a deductible to outpatient mental health and substance use disorder services, the deductible no longer applies. Routine Care Packages are excluded from this change.



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Mental Health Care and Substance Use Disorder Treatment

Inpatient Mental Health Care	100%
Inpatient Substance Use Disorder	100%
Outpatient Mental Health Care includes online visits Note: For diagnostic and therapeutic services, the medical benefit applies.	100%*
Outpatient Substance Use Disorder	100%*

Autism Spectrum Disorders, Diagnoses and Treatment

Applied behavioral analyses (ABA) treatment	100%
Outpatient physical therapy, speech therapy and occupational therapy for autism spectrum disorder through age 18. Unlimited visits for PT/OT/ST with autism spectrum disorder diagnosis.	100%
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health, medical office visit and preventive benefit.

Other Services

Allergy Testing and Therapy	100%
Allergy Injections	100%
Chiropractic Spinal Manipulation - when referred	100%
	(up to 30 visits per calendar year)
Outpatient Physical, Speech and Occupational Therapy	100%
	One period of treatment for any combination of therapies within 60 consecutive days per calendar year
Infertility Counseling and Treatment (Excludes In-vitro fertilization)	50%
Durable Medical Equipment (DME)	100%
Prosthetic and Orthotic Appliances (P&O)	100%
Diabetic Supplies	100%
Prescription Drugs	Not covered
Mail Order Prescription Drugs	Not covered
Prescription Drug Deductible	None
Hearing Aid	Not Covered

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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This is intended as an easy-to-read summary. **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 Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and copay amounts required by the plan. If there is a discrepancy between the Benefits at a Glance and any applicable plan documents, the plan document will control. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan for fully insured plans. **Services must be provided or arranged by member's primary care physician or health plan.**

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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11/17/2018 09:28:24 am

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ATTACHMENT "D" BLUE CROSS BLUE SHIELD PLAN 1



Blue Cross
Blue Shield
of Michigan

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

CITY OF WYANDOTTE 0070060860011 - 06CYG Effective Date: 01/01/2017

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. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Preauthorization for Select Services - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at bcbsm.com/importantinfo. Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

ADM DC26MEVIS;ADM GRAND1;ADM PLANYR JAN;BLUE VISION;BV-FLA \$100;BVC-\$7.50;BVFL;BVPP CHOICE NET;CB LG;CB-EA-1 LG;CB-MTC \$0 LG;CB-PCB-XHCR LG;CB-XC-IN LG;CB-XD-IN LG;CB-XOPM-IN LG;CBC 20%-ON LG;CBCMON \$2000 LG;CBVSTFCSLG;DC 26-ME LG;EBMT LG

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 an out-of-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.

Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> Subscriber's legal spouse Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26

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

Benefits	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 Note: Out-of-network deductible amounts also count toward the in-network deductible, if applicable
Flat-dollar copays	<ul style="list-style-type: none"> \$10 copay for office visits and office consultations \$10 copay for medical online visits \$50 copay for emergency room visits \$10 copay for urgent care visits 	<ul style="list-style-type: none"> \$50 copay for emergency room visits
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 20% of approved amount for mental health care and substance use disorder treatment 20% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - including mental health and substance use disorder services - but does not apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	None	\$2,000 for one member, \$4,000 for the family (when two or more members are covered under your contract) each calendar year
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Pap smear screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

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Benefits	In-network	Out-of-network
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <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
Childhood immunizations as recommended by the Advisory Committee on Immunization Practices or other sources as recognized by BCBSM. Note: Immunizations for travel to foreign countries are not covered.	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

Mammography

Benefits	In-network	Out-of-network
Routine mammogram and related reading	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.

One per member per calendar year

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible
Online visits - must be medically necessary Note: Online visits by a non-BCBSM selected vendor are not covered	\$10 copay per online visit	80% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Office consultations - must be medically necessary	\$10 copay per office consultation	80% after out-of-network deductible
Urgent care visits - must be medically necessary	\$10 copay per urgent care visit	80% after out-of-network deductible

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Emergency medical care		
Benefits	In-network	Out-of-network
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	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)

Diagnostic services		
Benefits	In-network	Out-of-network
Laboratory and pathology services	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Diagnostic tests and x-rays	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Therapeutic radiology	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Maternity services provided by a physician or certified nurse midwife		
Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Delivery and nursery care	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Hospital care		
Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Unlimited days		
Note: Nonemergency services must be rendered in a participating hospital.		
Inpatient consultations	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Chemotherapy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Alternatives to hospital care		
Benefits	In-network	Out-of-network
Skilled nursing care - must be in a participating skilled nursing facility	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Limited to a maximum of 120 days per member per calendar year		

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Benefits	In-network	Out-of-network
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
	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: <ul style="list-style-type: none"> must be medically necessary must be provided by a participating home health care agency 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Infusion therapy: <ul style="list-style-type: none"> must be medically necessary must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) may use drugs that require preauthorization - consult with your doctor 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)

Surgical services		
Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Voluntary sterilization for males and females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Elective abortions	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Colonoscopy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Human organ transplants		
Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Experimental bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

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Behavioral Health Services (Mental Health and Substance Use Disorder)

Note: Some mental health and substance use disorder services are considered by BCBSM to be comparable to an office visit or medical online visit. When a mental health or substance use disorder service is considered by BCBSM to be comparable to an office visit or medical online visit, we will process the claim under your office visit or medical online visit benefit.

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Unlimited days		
Residential psychiatric treatment facility: <ul style="list-style-type: none"> covered mental health services must be performed in a residential psychiatric treatment facility treatment must be preauthorized subject to medical criteria 	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> Facility and clinic 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) in participating facilities only
<ul style="list-style-type: none"> Online visits <p>Note: Online visits by a non-BCBSM selected vendor are not covered</p>	\$10 copay per online visit	80% after out-of-network deductible
<ul style="list-style-type: none"> Physician's office 	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
	Physical, speech and occupational therapy with an autism diagnosis is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

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Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - when provided for rehabilitation	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
Durable medical equipment	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Note: Reference the Find A Doctor tool at bcbsm.com for in-network Durable Medical Equipment providers.		
Prosthetic and orthotic appliances	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Note: Reference the Find A Doctor tool at bcbsm.com for in-network Prosthetics/Orthotics providers.		
Private duty nursing care	50% (no deductible)	50% (no deductible)
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Disclosure of Grandfather Status #1

The Group believes that the coverage issued pursuant to the Group plan is a "grandfathered health plan" under the Patient Protection and Affordable Care Act (the Affordable Care Act). As permitted by the Affordable Care Act, a grandfathered health plan can preserve certain basic health coverage that was already in effect when that law was enacted. Being a grandfathered health plan means that your Coverage may not include certain consumer protections of the Affordable Care Act that apply to other plans, for example, the requirement for the provision of preventive health services without any cost sharing. However, grandfathered health plans must comply with certain other consumer protections in the Affordable Care Act, for example, the elimination of lifetime limits on benefits. The Group plan is responsible for all record keeping and other administrative requirements as required in the Affordable Care Act. **In addition, the Group is required to notify BCBSM and BCN if Group's contribution rate changes at any point in the plan year.**

Questions regarding which protections apply and which protections do not apply to a grandfathered health plan and what might cause a plan to change from grandfathered health plan status can be directed to your Group plan administrator. If you don't know how to contact your Group plan administrator, you may contact customer service to obtain that information. Please go to www.bcbsm.com/member/contact_us to obtain the telephone number of your customer service representative. If your plan is an ERISA plan, you may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-3272 or www.dol.gov/ebsa/healthreform. This website has a table summarizing which protections do and do not apply to grandfathered health plans. If you're not sure whether your plan is an ERISA plan, contact your Group plan administrator who can provide you with that information.

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ATTACHMENT “E” DELTA DENTAL



Delta Dental PPOSM (Point-of-Service) Benefit Features for City of Wyandotte Client #0724-0006

Delta Dental PPO (Point-of-Service) is a point-of-service preferred provider organization program administered by Delta Dental of Michigan. You can go to any licensed dentist, but you may have lower out-of-pocket costs if you choose a dentist who participates in the Delta Dental PPO network. If you do not go to a Delta Dental PPO dentist, you can still save money if you choose a dentist who participates in Delta Dental Premier[®], our managed fee-for-service plan. If you choose a dentist who doesn't participate in either plan, you are responsible for any difference between Delta Dental's fee and the amount charged by the dentist.

	PPO Dentist	Premier Dentist	Nonparticipating Dentist
Effective: May 1, 2011	Plan Pays	Plan Pays	Plan Pays
CLASS I			
Diagnostic and Preventive Services – Used to diagnose and/or prevent dental abnormalities or disease (includes exams, cleanings, space maintainers, and fluoride treatments).	100%	100%	100%
Emergency Palliative Treatment – Used to temporarily relieve pain.	100%	100%	100%
Radiographs – X-rays.	100%	100%	100%
CLASS II			
Oral Surgery Services – Extractions and dental surgery, including preoperative and postoperative care.	80%	80%	80%
Minor Restorative Services – Used to repair teeth damaged by disease or injury (for example, fillings).	80%	80%	80%
Major Restorative Services – Used when teeth cannot be restored with another filling material (for example, crowns).	80%	80%	80%
Periodontics – Used to treat diseases of the gums and supporting structures of the teeth.	80%	80%	80%
Endodontics – Used to treat teeth with diseased or damaged nerves (for example, root canals).	80%	80%	80%
CLASS III			
Prosthodontics – Used to replace missing natural teeth (for example, bridges, endosteal implants, and dentures).	50%	50%	50%
CLASS IV			
Orthodontics (to age 19) – Used to correct malposed teeth and/or facial bones (for example, braces).	50%	50%	50%
Maximum Payment – \$1,000 per person total per calendar year on Class I, Class II, and Class III Benefits. Delta Dental's payment for Class IV Benefits will not exceed a lifetime maximum of \$1,000 per eligible person.			
Deductible – \$50 per person total per calendar year limited to a maximum deductible of \$100 per family per calendar year on Class III Benefits. The deductible does not apply to Class I, Class II or Class IV Benefits.			

Customer Service toll-free number (800) 524-0149
www.deltadentalmi.com

This document is intended as a supplement to your Dental Care Certificate and Summary of Dental Plan Benefits. Please refer to your certificate and summary for policy exclusions and limitations.

4/5/2011

ATTACHMENT “F” BLUE CROSS BLUE SHIELD VISION

Vision Coverage

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. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call 1-800-877-7195 or log on to the VSP Web site at vsp.com.

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	\$5 copay	\$5 copay applies to charge
Prescription glasses (lenses and/or frames)	Combined \$7.50 copay	Member responsible for difference between approved amount and provider's charge, after \$7.50 copay
Medically necessary contact lenses	\$7.50 copay	Member responsible for difference between approved amount and provider's charge, after \$7.50 copay
Note: No copay is required for prescribed contact lenses that are not medically necessary.		

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	\$5 copay	Reimbursement up to \$45 less \$5 copay (member responsible for any difference)
One eye exam in any period of 12 consecutive months		

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	\$7.50 copay (one copay applies to both lenses and frames)	Reimbursement up to approved amount based on lens type less \$7.50 copay (member responsible for any difference)
One pair of lenses, with or without frames, in any period of 12 consecutive months		
Standard frames	\$100 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less \$7.50 copay (one copay applies to both frames and lenses)	Reimbursement up to \$70 less \$7.50 copay (member responsible for any difference)
Note: All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.		
One frame in any period of 12 consecutive months		

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	\$7.50 copay	Reimbursement up to \$210 less \$7.50 copay (member responsible for any difference)
Contact lenses up to the allowance in any period of 12 consecutive months		

ADM DC26MEVIS;ADM GRAND1;ADM PLANYR JAN;BLUE VISION;BV-FLA \$100;BVC-\$7.50;BVFL;BVPP CHOICE NET;CB LG;CB-EA-1 LG;CB-MTC \$0 LG;CB-PCB-XHCR LG;CB-XC-IN LG;CB-XD-IN LG;CB-XOPM-IN LG;CBC 20%-ON LG;CBCMON \$2000 LG;CBVSTFCSLG;DC 26-ME LG;EBMT LG

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Benefits	VSP network doctor	Non-VSP provider
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	\$100 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	\$85 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
Contact lenses up to the allowance in any period of 12 consecutive months		

ADM DC26MEVIS;ADM GRAND1;ADM PLANYR JAN;BLUE VISION;BV-FLA \$100;BVC-\$7.50;BVFL;BVPP CHOICE NET;CB LG;CB-EA-1 LG;CB-MTC \$0 LG;CB-PCB-XHCR LG;CB-XC-IN LG;CB-XD-IN LG;CB-XOPM-IN LG;CBC 20%-ON LG;CBCMON \$2000 LG;CBVSTFCSLG;DC 26-ME LG;EBMT LG

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ATTACHMENT "G" COMMUNITY BLUE PLAN 1 - RETIREE



CITY OF WYANDOTTE 0070060860034 - 061PL Effective Date: 01/01/2017

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. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Preauthorization for Select Services - Services listed in this BAAG are covered when provided in accordance with Certificate requirements and, when required, are preauthorized or approved by BCBSM except in an emergency.

Note: A list of services that require approval **before** they are provided is available online at bcbsm.com/importantinfo. Select **Approving covered services**.

Pricing information for various procedures by in-network providers can be obtained by calling the customer service number listed on the back of your BCBSM ID card and providing the procedure code. Your provider can also provide this information upon request.

Preauthorization for Specialty Pharmaceuticals - BCBSM will pay for FDA-approved specialty pharmaceuticals that meet BCBSM's medical policy criteria for treatment of the condition. The prescribing physician must contact BCBSM to request preauthorization of the drugs. **If preauthorization is not sought, BCBSM will deny the claim and all charges will be the member's responsibility.**

Specialty pharmaceuticals are biotech drugs including high cost infused, injectable, oral and other drugs related to specialty disease categories or other categories. BCBSM determines which specific drugs are payable. This may include medications to treat asthma, rheumatoid arthritis, multiple sclerosis, and many other diseases as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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Services from a provider for which there is no Michigan PPO network and services from an out-of-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.

Eligibility information

Member	Eligibility Criteria
Dependents	<ul style="list-style-type: none"> Subscriber's legal spouse Dependent children: related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26
Sponsored dependents	<ul style="list-style-type: none"> Dependents of the subscriber related by blood, marriage or legal adoption, over age 19 and not eligible as a dependent under the provisions of the subscriber's contract, provided the dependent meets all eligibility requirements. The subscriber is responsible for paying the cost of this coverage.

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

Benefits	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 Note: Out-of-network deductible amounts also count toward the in-network deductible, if applicable
Flat-dollar copays	<ul style="list-style-type: none"> \$20 copay for office visits and office consultations \$20 copay for medical online visits \$20 copay for chiropractic and osteopathic manipulative therapy \$150 copay for emergency room visits \$20 copay for urgent care visits 	<ul style="list-style-type: none"> \$150 copay for emergency room visits
Coinsurance amounts (percent copays) Note: Coinsurance amounts apply once the deductible has been met.	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 	<ul style="list-style-type: none"> 50% of approved amount for private duty nursing care 20% of approved amount for mental health care and substance use disorder treatment 20% of approved amount for most other covered services
Annual out-of-pocket maximums - applies to deductibles, flat-dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	\$600 for one member, \$1,200 for the family (when two or more members are covered under your contract) each calendar year	\$1,250 for one member, \$2,500 for the family (when two or more members are covered under your contract) each calendar year Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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Preventive care services		
Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year Note: Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> • 8 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/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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Benefits	In-network	Out-of-network
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance	80% after out-of-network deductible Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
One per member per calendar year		
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance), for the first billed colonoscopy Note: Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance.	80% after out-of-network deductible
One per member per calendar year		

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	\$20 copay per office visit	80% after out-of-network deductible
Online visits - must be medically necessary Note: Online visits by a non-BCBSM selected vendor are not covered	\$20 copay per online visit	80% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Office consultations - must be medically necessary	\$20 copay per office consultation	80% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay per urgent care visit	80% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	\$150 copay per visit (copay waived if admitted or for an accidental injury)	\$150 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)

Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Diagnostic tests and x-rays	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Therapeutic radiology	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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Maternity services provided by a physician or certified nurse midwife

Benefits	In-network	Out-of-network
Prenatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Postnatal care visits	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Delivery and nursery care	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible Unlimited days
Inpatient consultations	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Chemotherapy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Note: Nonemergency services must be rendered in a **participating** hospital.

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a participating skilled nursing facility	100% (no deductible or copay/coinsurance) Limited to a maximum of 120 days per member per calendar year	100% (no deductible or copay/coinsurance)
Hospice care	100% (no deductible or copay/coinsurance) 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)	100% (no deductible or copay/coinsurance)
Home health care: <ul style="list-style-type: none"> must be medically necessary must be provided by a participating home health care agency 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Infusion therapy: <ul style="list-style-type: none"> must be medically necessary must be given by a participating Home Infusion Therapy (HIT) provider or in a participating freestanding Ambulatory Infusion Center (AIC) may use drugs that require preauthorization - consult with your doctor 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)

Surgical services

Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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Benefits	In-network	Out-of-network
Voluntary sterilization for males	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Note: For voluntary sterilizations for females, see "Preventive care services."		
Elective abortions	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities only
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Specified oncology clinical trials	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Mental health care and substance use disorder treatment

Note: Some mental health and substance use disorder services are considered by BCBSM to be comparable to an office visit or medical online visit. When a mental health or substance use disorder service is considered by BCBSM to be comparable to an office visit or medical online visit, we will process the claim under your office visit or medical online visit benefit.

Benefits	In-network	Out-of-network
Inpatient mental health care and inpatient substance use disorder treatment	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Unlimited days		
Residential psychiatric treatment facility: <ul style="list-style-type: none"> covered mental health services must be performed in a residential psychiatric treatment facility treatment must be preauthorized subject to medical criteria 	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Outpatient mental health care: <ul style="list-style-type: none"> Facility and clinic 	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) in participating facilities only
<ul style="list-style-type: none"> Online visits 	\$20 copay per online visit	80% after out-of-network deductible
Note: Online visits by a non-BCBSM selected vendor are not covered		
<ul style="list-style-type: none"> Physician's office 	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities only	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Note: Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
	Physical, speech and occupational therapy with an autism diagnosis is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	<ul style="list-style-type: none"> 100% (no deductible or copay/coinsurance) for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training 	80% after out-of-network deductible
Note: Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.		
Note: When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$20 copay per visit	80% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - when provided for rehabilitation	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
		Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a combined 60-visit maximum per member per calendar year	
Durable medical equipment	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Note: DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.		
Prosthetic and orthotic appliances	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Private duty nursing care	50% (no deductible)	50% (no deductible)

ADM COB-3;ADM HCR-RXOC;ADM PLANR JAN;CB GBC LG;CB-EA-1 LG;CB-ET \$150 LG;CB-MTC \$20 LG;CB-OV \$20 LG;CB-XC-IN LG;CB-XD-IN LG;CBC 20%-ON LG;DC 26-ME LG;SD LG

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ATTACHMENT "H" BLUE CARE NETWORK RETIREE



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ATTACHMENT H

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Deductible, Copays and Dollar Maximums

Deductible -(Coinsurance and select fixed dollar copays as defined by your plan documents, apply once the deductible has been met.)	None
Fixed Dollar Copays	\$0 for allergy injections
Coinsurance	50% for select services as noted below
Annual Coinsurance Maximum (ACM)	None
Out of Pocket Maximum - applies to deductibles, copays and coinsurance amounts for all covered services	\$6,350 per member, \$12,700 per family (Medical Cost Sharing Only)

Preventive Services

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations	100%
Prostate Specific Antigen (PSA) Screening	100%
Routine Colonoscopy	100%
Mammography Screening	100%
Voluntary Female Sterilization	100%
Breast Pumps (DME guidelines apply.)	100%
Maternity Pre-Natal care	100%

Physician Office Services

PCP Office Visits - Note: Applicable cost sharing applies when other services are received in the office.	100%
Online Visits	100%
Consulting Specialist Care - When referred for other than preventive services. Note: Applicable cost sharing applies when other services are received in the office.	100%

Emergency Medical Care

Hospital Emergency Room - Copay waived if admitted	100%
Urgent Care Center	100%
Retail Health Clinic	100%
Ambulance Services	100%

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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* Effective 1/1/19 - If your plan applies a deductible to outpatient mental health and substance use disorder services, the deductible no longer applies. Routine Care Packages are excluded from this change.

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Diagnostic Services

Laboratory and Pathology Services	100%
Diagnostic Tests and X-rays	100%
High Technology Radiology Imaging (MRI, MRA, CAT, PET)	100%
Radiation Therapy	100%

Maternity Services Provided by a Physician

Post-Natal and Non-routine Pre-Natal Care (See Preventive Services section for routine Pre-Natal Care)	100%
Delivery and Nursery Care	100% For professional services. (See Hospital Care for facility charges)

Hospital Care

General Nursing Care, Hospital Services and Supplies	100%
Outpatient Surgery - included all related surgical services and anesthesia - see member certificate for specific surgical copays.	100%

Alternatives to Hospital Care

Skilled Nursing Care	100%
	Up to 730 days per lifetime
Hospice Care	100%
Home Health Care	100%

Surgical Services

Surgery - includes all related surgical services and anesthesia - see member certificate for specific surgical copays.	100%
Voluntary Male Sterilization - See Preventive Services section for voluntary female sterilization	100%
Elective Abortion (One procedure per two year period of membership)	100%
Human Organ Transplants	100%
Reduction Mammoplasty	50%
Male Mastectomy	50%
Temporomandibular Joint Syndrome	50%
Orthognathic Surgery	50%
Weight Reduction Procedures (Limited to one procedure per lifetime)	100%

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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* Effective 1/1/19 - If your plan applies a deductible to outpatient mental health and substance use disorder services, the deductible no longer applies. Routine Care Packages are excluded from this change.



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Mental Health Care and Substance Use Disorder Treatment

Inpatient Mental Health Care	100%
Inpatient Substance Use Disorder	100%
Outpatient Mental Health Care includes online visits Note: For diagnostic and therapeutic services, the medical benefit applies.	100%*
Outpatient Substance Use Disorder	100%*

Autism Spectrum Disorders, Diagnoses and Treatment

Applied behavioral analyses (ABA) treatment	100%
Outpatient physical therapy, speech therapy and occupational therapy for autism spectrum disorder through age 18. Unlimited visits for PT/OT/ST with autism spectrum disorder diagnosis.	100%
Other covered services, including mental health services, for Autism Spectrum Disorder	See your outpatient mental health, medical office visit and preventive benefit.

Other Services

Allergy Testing and Therapy	100%
Allergy Injections	100%
Chiropractic Spinal Manipulation - when referred	100%
	(up to 30 visits per calendar year)
Outpatient Physical, Speech and Occupational Therapy	100%
	One period of treatment for any combination of therapies within 60 consecutive days per calendar year
Infertility Counseling and Treatment (Excludes In-vitro fertilization)	50%
Durable Medical Equipment (DME)	100%
Prosthetic and Orthotic Appliances (P&O)	100%
Diabetic Supplies	100%
Prescription Drugs	Not covered
Mail Order Prescription Drugs	Not covered
Prescription Drug Deductible	None
Hearing Aid	Not Covered

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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11/17/2018 09:28:24 am

* Effective 1/1/19 - If your plan applies a deductible to outpatient mental health and substance use disorder services, the deductible no longer applies. Routine Care Packages are excluded from this change.



**Blue Care
Network
of Michigan**

A nonprofit corporation and independent licensee
of the Blue Cross and Blue Shield Association

CLSSLG

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CITY OF WYANDOTTE

This is intended as an easy-to-read summary. **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 Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible, coinsurance and copay amounts required by the plan. If there is a discrepancy between the Benefits at a Glance and any applicable plan documents, the plan document will control. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan for fully insured plans. **Services must be provided or arranged by member's primary care physician or health plan.**

Benefits Selected - AS5,DSRCW,DME5,VACR,OOPMEX,6350PM,P&O5,SN730,100MSR,WRCWR



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Medicare Plus BlueSM Group PPO

Medical Benefits with Prescription Drugs

City of Wyandotte – Option 5

Benefits-at-a-Glance

January 1, 2021 - December 31, 2021

The benefit information provided is a summary of what we cover and what you pay. A complete list of services is found in the *Evidence of Coverage* and *Medical Benefits Chart*. If you have any questions about this plan's benefits or costs, please call Medicare Plus Blue Group PPO Customer Service (phone numbers are on the back cover of this booklet). You can always view the most current *Evidence of Coverage* by signing into Member Secured Services at www.bcbsm.com/medicare or by requesting them from Customer Service.

To join Medicare Plus Blue Group PPO, you must be entitled to Medicare Part A, be enrolled in Medicare Part B, and live in our service area of the United States and its territories. Call Medicare Plus Blue Group PPO at 1-866-684-8216, Monday through Friday from 8:30 a.m. to 5:00 p.m., Eastern time, for more information. From October 1 through March 31, hours are from 8 a.m. to 9 p.m., Eastern time, seven days a week. (TTY users should call 711.)

Comprehensive Enhanced Formulary
67410605

09/20

Medicare Plus Blue is a PPO plan with a Medicare contract.

Enrollment in Medicare Plus Blue depends on contract renewal.

www.bcbsm.com/medicare

H9572_Grp21ActiveBAAG_M FVNR 0820



Medicare Advantage Plans

Benefit	In-network:	Out-of-network:
Premium	In addition to the Medicare Part B premium, you may also be required to pay a premium contribution as defined by your employer, union group, or third-party advisor.	
Deductible	\$0	\$250
Out-of-Pocket Maximum	\$600 In-network medical and hospital care services below apply to this annual amount.	Not Applicable
Combined Out-of-Pocket Maximum	\$2,000 All medical and hospital care services below apply to this annual amount.	
Inpatient Care		
Note: Services with a ¹ may require prior authorization.		
Home health care ¹	Covered – 100%	Covered – 100%
Hospice care	Services are paid for by Original Medicare, not Medicare Plus Blue Group PPO. Member may have to pay part of the costs for respite care and hospice-related outpatient prescription drugs.	
Inpatient facility evaluation and management ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Inpatient hospital care ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Inpatient mental health care ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Skilled nursing facility ¹ – covers up to 100 days per benefit period	Covered up to 100% of approved amount	20% of approved amount, after deductible
Office Visits		
*Including Diagnostic Hearing, Outpatient Substance Abuse, Podiatry, and Vision		
Office visits*	\$20	20% of approved amount, after deductible

Benefit	In-network:	Out-of-network:
Outpatient mental health services in an office ¹	\$20	20% of approved amount, after deductible
Outpatient Care		
Ambulance services ¹ – medically necessary transport; coverage applies to each one-way trip	Covered up to 100% of approved amount	Covered up to 100% of approved amount
Cardiac and pulmonary rehabilitation services ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Chiropractic care ¹ – covered services include manual manipulation of the spine to correct subluxation	\$20	20% of approved amount, after deductible
Dental services	Original Medicare covers very limited medically necessary dental services. Your Medicare Plus Blue Group PPO plan will cover those same medically necessary services. For cost sharing information for those services (e.g. surgery, office visits, X-rays), contact Customer Service.	
Diabetes programs and supplies ¹ (includes coverage for glucose monitors, test strips, lancets, screening tests and self-management training)	Services are covered up to 100% of the approved amount for diabetes screenings, diabetes-related durable medical equipment or supplies, and self-management training.	Services are covered up to 100% of the approved amount for diabetes screenings, diabetes-related durable medical equipment or supplies, and self-management training. Diabetic shoes covered up to 100% of approved amount, after deductible
Diagnostic tests, lab services, and radiology services ¹ (costs for these services may vary based on place of service)	Covered up to 100% of approved amount	20% of approved amount, after deductible
Durable medical equipment ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible

Benefit	In-network:	Out-of-network:
Emergency care – worldwide coverage for qualified medical emergencies and first aid services (copay waived if admitted to hospital within 3 days)	Covered up to 100% of approved amount	Covered up to 100% of approved amount
Hearing services <ul style="list-style-type: none"> Diagnostic testing 	Covered up to 100% of approved amount	20% of approved amount, after deductible
Kidney disease <ul style="list-style-type: none"> Dialysis services¹ Professional charges 	Covered up to 100% of approved amount Covered up to 100% of approved amount	20% of approved amount, after deductible 20% of approved amount, after deductible
Outpatient mental health services ¹ <ul style="list-style-type: none"> Facility and clinic services 	Covered up to 100% of approved amount	20% of approved amount, after deductible
Outpatient physical, speech and occupational therapy ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Outpatient services ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Outpatient substance abuse care ¹ <ul style="list-style-type: none"> Facility and clinic services 	Covered up to 100% of approved amount	20% of approved amount, after deductible
Outpatient surgery, including services at hospital outpatient facilities and ambulatory surgery centers ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Podiatry: <ul style="list-style-type: none"> Medically necessary foot care services other than office visits¹ 	Covered up to 100% of approved amount	20% of approved amount, after deductible

Benefit	In-network:	Out-of-network:
Prosthetic and orthotic appliances ¹	Covered up to 100% of approved amount	20% of approved amount, after deductible
Supervised exercise therapy	Covered up to 100% of approved amount	20% of approved amount, after deductible
Urgent care visits – covered worldwide	\$20, not subject to the deductible	\$20, not subject to the deductible
Vision services <ul style="list-style-type: none"> • Diagnosis and treatment of diseases and conditions of the eye 	Covered up to 100% of approved amount	20% of approved amount, after deductible
Additional Benefits		
Human organ transplants—additional coverage There is no lifetime maximum for non-Medicare covered organs.	Covered up to 100% of approved amount	20% of approved amount, after deductible
Private duty nursing – services do not apply to the out-of-pocket maximum	50% of approved amount. Services do not apply to out-of-pocket maximum.	50% of approved amount. Services do not apply to out-of-pocket maximum.
Tivity Health™ SilverSneakers®	Covered up to 100% The SilverSneakers Fitness Program is a specialized program designed for seniors. SilverSneakers provides access to exercise equipment, classes and fun social activities at thousands of locations nationwide.	

Preventive Services and Wellness/Education Programs

- Abdominal aortic aneurysm screening
- Alcohol misuse screening and counseling
- Annual "Wellness" visit
- Bone mass measurement (bone density)
- Breast cancer screening (mammograms)
- Cardiovascular disease screening (behavioral therapy)
- Cervical and vaginal cancer screenings
- Colorectal cancer screenings
 - o Screening fecal occult blood test
 - o Screening flexible sigmoidoscopy
 - o Screening colonoscopy
 - o Screening barium enema
 - o Multi-target stool DNA test
- Depression screenings
- Diabetes screening
- Diabetes self-management training
- Flu shots (vaccine)
- Glaucoma screening
- Hepatitis B shots (vaccine)
- Hepatitis C screening test
- HIV screening
- Medical nutrition therapy services
- Medicare Diabetes Prevention Program (MDPP)
- Obesity screening and counseling
- Pneumococcal shot
- Prostate cancer screening
 - o Digital rectal exam
 - o Prostate specific antigen (PSA) test
- Screening for lung cancer with low dose computed tomography (LDCT)
- Sexually transmitted infections screening and counseling
- Smoking and tobacco use cessation (counseling to stop smoking or tobacco use)
- Welcome to Medicare prevention visits (initial preventive physical exam)

Any additional preventive services approved by Medicare during the contract year will be covered.

In-network and Out-of-network:

Covered – 100%

Prescription Drugs

Formulary Type: Comprehensive Enhanced Formulary

Phase 1: The Deductible Stage

Because there is no deductible for the plan, this payment stage does not apply to you.

Phase 2: The Initial Coverage Stage

You pay the following until your out-of-pocket costs reach \$6,550. See Chapter 6 Section 5.6 of the *Evidence of Coverage* for information about how Medicare counts your out-of-pocket costs.

Up to a 31-day supply	Preferred retail and preferred mail-order pharmacies	Standard retail and standard mail-order pharmacies
Tier 1 – Preferred Generic	\$5	\$15
Tier 2 – Generic	\$5	\$15
Tier 3 – Preferred Brand	\$20	\$30
Tier 4 – Non-Preferred Drug	\$20	\$30
Tier 5 – Specialty Tier	\$20	\$30

Your plan requires prior authorization and has step therapy and quantity limit restrictions for certain drugs. Please refer to your formulary to determine if your drugs are subject to any limitations.

Up to a 90-day supply	Preferred retail and preferred mail-order pharmacies	Standard retail and standard mail-order pharmacies
Tier 1 – Preferred Generic	\$5	\$15
Tier 2 – Generic	\$5	\$15
Tier 3 – Preferred Brand	\$20	\$30
Tier 4 – Non-Preferred Drug	\$20	\$30
Tier 5 – Specialty Tier	Not offered	Not offered

Your plan requires prior authorization and has step therapy and quantity limit restrictions for certain drugs. Please refer to your formulary to determine if your drugs are subject to any limitations.

Phases 3 & 4: The Coverage Gap & The Catastrophic Stages

Most members do not reach the Coverage Gap Stage or the Catastrophic Coverage Stage. For information about your costs in these stages, look at Chapter 6, Sections 6 and 7, in the *Evidence of Coverage* online at www.bcbsm.com/medicare.

Medicare Plus Blue Group PPO has a network of doctors, hospitals, pharmacies, and other providers. Using providers that do not accept Medicare may cost you more.

Outside Michigan, your costs are the same as in-network and out-of-network services when you use providers that accept Medicare. Using providers that do not accept Medicare may cost you more. To locate a provider in our network, use the Find a Doctor tool on our website at:

www.bcbsm.com/providersmedicare.

Out-of-network/non-contracted providers are under no obligation to treat Medicare Plus Blue Group PPO members, except in emergency situations. Please call our customer service number or see the *Evidence of Coverage* for more information, including the cost-sharing that applies to out-of-network services.

You must generally use network pharmacies to fill your prescriptions for covered Part D drugs. Some of our network pharmacies have preferred cost sharing. You may pay less if you use these pharmacies. You can see our plan's pharmacy directory at our website (**www.bcbsm.com/pharmaciesmedicare**). Or, call us and we will send you a copy of the *Provider/Pharmacy Directory* or *Provider/Pharmacy Locator* for members outside Michigan (phone numbers are on the back cover of this booklet).

You can see the complete plan formulary (list of Part D prescription drugs) and any restrictions on our website at **www.bcbsm.com/formularymedicare**.

For more information, please call us at 1-866-684-8216, Monday through Friday from 8:30 a.m. to 5:00 p.m. Eastern time. From October 1 through March 31, hours are from 8 a.m. to 9 p.m., seven days a week. TTY users should call 711.

Or you can visit us at www.bcbsm.com/medicare.

If you want to know more about the coverage and costs of Original Medicare, look in your current "**Medicare & You**" handbook. View it online at www.medicare.gov or get a copy by calling 1-800-MEDICARE (1-800-633-4227), 24 hours a day, 7 days a week. TTY users should call 1-877-486-2048.

This document is available in other formats such as audio CD and large print.

This document may be available in a non-English language.

Confidence
comes with every card.

Medicare PLUS BlueSM Group PPO



**Blue Cross
Blue Shield**
of Michigan

Certificate of Insurance

GROUP LONG TERM DISABILITY INSURANCE

City of Wyandotte
Wyandotte, Michigan
All Active City Employees



Policy underwritten by:
 **Madison National
Life Insurance Company**
A Member of The IHC Group

#113

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

1241 John Q. Hammons Drive · Madison, WI 53717

GROUP LONG TERM DISABILITY INSURANCE
CERTIFICATE OF COVERAGE

The Group Policy has been issued to the Policyowner. No coverage under the Group Policy is in effect until approved in writing by Madison National Life Insurance Company, Inc.

The Employer must apply for group long term disability insurance coverage under the Group Policy and join the Policyowner by submitting a completed Joinder Agreement and agreeing to pay premiums. The Group Policy contains numerous optional and variable provisions. The options and variables we have approved for the Employer's coverage under the Group Policy are contained in the Joinder Agreement and the Certificate(s) of Coverage. Only those provisions of the Group Policy which appear in the Joinder Agreement and the Certificate(s) of Coverage will apply to the Employer's coverage under the Group Policy. All provisions on this and the following pages are part of the Certificate of Coverage.

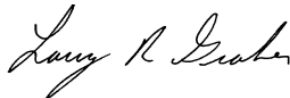
The Group Policy is on file and available for review at the main office of the Policyholder. The Certificate summarizes and explains the parts of the Group Policy that apply to you. This certificate is not an insurance policy. In the event of any conflict between the Group Policy and the Certificate, the Group Policy will control.

This Certificate replaces any other Certificates previously provided to you under the Group Policy.

Unless defined differently within a particular provision, the terms "you" and "your" mean the Eligible Person. "We", "us" and "our" mean Madison National Life Insurance Company. Other defined terms appear with their initial letters capitalized. References to section headings appear in quotation marks.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

By

A handwritten signature in black ink, appearing to read "Larry R. Graber". The signature is fluid and cursive, with the first name "Larry" and last name "Graber" clearly distinguishable.

Larry R. Graber
President

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SCHEDULE OF BENEFITS

Employer(s):	City of Wyandotte
Plan Number:	1641
Original Plan Effective Date:	July 1, 2018
Eligible Class:	Class 01: All Active City Employees
Employer Premium Contribution:	100% (Core); 0% (Buy up Options)
Elimination Period:	90 consecutive calendar days
Minimum Hourly Work Requirement:	40 hours per week
Waiting Period:	None
Evidence of Insurability:	Required for Late Enrollees, Increases and amounts exceeding the Guarantee Issue
Employee Eligibility Date:	Upon completion of the Waiting Period
Minimum Participation Requirement:	100% (Core); 25% (Buy up Options)
Leaves and Sabbaticals:	Coverage with premium payment while on FMLA leave
Definition of Disability:	Zero Day
Own Occupation Period:	24 months following the end of the Elimination Period
Any Occupation Period:	From the end of the Own Occupation Period to the end of the Maximum Benefit Period
Cumulative Elimination Period:	45 Working Days
Recurrent Disability:	6 months
Predisability Earnings:	Base pay only
Maximum Monthly Covered Salary:	\$6,000
LTD Benefit Percentage:	50% (Core); 60% (Buy up Option 1); 66 2/3% (Buy up Option 2)
Maximum Monthly Benefit:	\$3,000 (Core); \$3,600 (Buy up Option 1); \$4,000 (Buy up Option 2)
Guarantee Issue:	\$3,000 (Core); \$3,600 (Buy up Option 1); \$4,000 (Buy up Option 2)

Minimum Monthly Benefit: \$100

Maximum Benefit Period:

Age at Disablement	Benefit Duration*
Prior to age 63	48 months
63	42 months
64	36 months
65	30 months
66	27 months
67	24 months
68	21 months
69 or older	18 months
*To the later of: 1) the specified length of time as stated above, or 2) the day before attaining the Social Security Normal Retirement Age under the United States Social Security Act, as revised.	

Work Incentive Period:	First 12 months of Disability with Work Earnings
LTD Benefit Calculation:	Standard – Non-Contract Day
State Disability Benefits:	No integration with MI SERS
Sick Pay:	Pays in addition to Sick Pay
Social Security Integration:	Full Family
Freeze Type:	General Freeze
Pre-existing Condition Exclusion:	3 months/3 months/12 months - Initial amounts and coverage increases
Mental Disorder Limitation:	24 Months Lifetime unless hospital confined
Substance Abuse Limitation:	24 Months Lifetime unless hospital confined
Claim Payment Method:	Monthly
Child-Family Care Expense Adjustment:	Included

Reasonable Accommodation
Expense Benefit:

Included

Rehabilitation Benefit:

Included

Survivor Benefit:

Included

GLDI-C400-(12/06)

DEFINITIONS

Active Work and **Actively at Work** are defined in Section II.

Any Occupation means any job for which you are qualified by education, training, or experience regardless of whether you are working in that or another occupation.

Contributory means that you pay all or a portion of the premium for insurance.

CPI-W means the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the CPI-W is discontinued or changed, we may use a comparable index. Where required, we will obtain prior state approval of the new index.

Deductible Income is defined in Section XIV.

Disability and **Disabled** are defined in Section VIII.

Eligible Class means an employment classification defined by the Employer and specified in the "Schedule of Benefits". You must be a member of an Eligible Class in order to be eligible for insurance under the Group Policy.

Eligible Person is defined in Section II.

Elimination Period means the period of time that you must be continuously Disabled before LTD Benefits become payable. No LTD Benefits are payable during the Elimination Period. Your Elimination Period is specified in the "Schedule of Benefits".

Employee is defined in Section II.

Employer means an employer (including approved affiliates and subsidiaries) participating in National Insurance Services of Wisconsin Insurance Trust and to which we have assigned a Plan Number and issued a Joinder Agreement.

Evidence of Insurability is defined in Section III.

Group Policy with respect to the Policyowner means the group LTD insurance policy issued by us to the Policyowner. Group Policy with respect to an Employer means only those provisions of the Group Policy, including the options and variables requested by the Employer, that we have approved for that Employer with respect to its eligible employees. The Employer's coverage under the Group Policy is described in the Joinder Agreement provided by us to the Employer and identified by the Plan Number.

Gross LTD Benefit is defined in Section XIII.

Guarantee Issue is the amount of coverage provided, up to the Maximum Monthly Benefit, which is not subject to Evidence of Insurability.

Hospital means a legally operated hospital providing full-time medical care and treatment under the direction of a full-time staff of licensed physicians. Rest homes, nursing homes, convalescent homes, homes for the aged and facilities primarily affording custodial, educational, or rehabilitative care are not Hospitals.

Indexed Predisability Earnings means your Predisability Earnings adjusted annually by the rate of increase in the CPI-W. During the first year of Disability, Indexed Predisability Earnings are the same as the Predisability Earnings. Thereafter, your Indexed Predisability Earnings are determined on each anniversary of your Disability using the above method. The maximum adjustment in any year is 10%. If the rate of the CPI-W decreases, your Indexed Predisability Earnings may reduce accordingly; however, such adjustments will never reduce your Indexed Predisability Earnings below the original amount.

Injury means a bodily injury that is the direct result of an accident, that is not related to any other cause, and which in and of itself results in your Disability. Benefits will be payable to you only if the Injury occurs while you are insured under the Group Policy.

Insured Person means an Eligible Person whose coverage has become effective under the Group Policy.

Joinder Agreement means the document entered into between the Policyowner, the Employer and us describing the coverage requested by the Employer with respect to its Employees, which has been approved by us and assigned a Plan Number.

Late Enrollee means an Employee who applies for coverage under the Group Policy more than 31 days after becoming an Eligible Person.

LTD means long term disability.

LTD Benefit means the net benefit payment due to you after deductions are applied to your Gross LTD Benefit as provided for under the Group Policy. Your LTD Benefit is calculated under Section XIII.

Material Duties is defined in Section II.

Maximum Benefit Period means the longest period for which LTD Benefits are payable for any one period of continuous Disability, whether from one or more causes. It begins at the end of the Elimination Period. No LTD Benefits are payable after the end of the Maximum Benefit Period, even if you are still Disabled. Your Maximum Benefit Period is specified in the "Schedule of Benefits".

Mental Disorder means any mental, emotional, behavioral, psychological, personality, cognitive, mood or stress-related abnormality, disorder, disturbance, dysfunction or syndrome listed in the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease.

Noncontributory means the Employer pays the entire premium for insurance.

Own Occupation means the occupation you routinely perform for the Employer at the time Disability begins. We will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

Physical Disease means a physical disease entity or process that produces structural or functional changes in the body as diagnosed by a Physician. Physical Disease includes Pregnancy.

Physician means a licensed medical professional under the laws of a state of the United States of America, acting within the scope of such license, who is permitted by law to prescribe medications and practice independent of supervision.

For the purpose of this Group Policy, Physician will not include you or your Spouse, or the brother, sister, parent or child of either an Insured Person or an Insured Person's Spouse.

Plan Effective Date means the date on which the Group Policy (with respect to the Employer) becomes effective.

Plan Number means the number used by us to reference an Employer and the terms of coverage specified under that Employer's Joinder Agreement.

Policyowner means National Insurance Services of Wisconsin Insurance Trust.

Predisability Earnings is defined in Section XII.

Pre-existing Condition is defined in Section XVII.

Pregnancy means your pregnancy, childbirth, or related medical conditions, including complications of pregnancy.

Prior Plan means an Employer's group long term disability insurance plan in effect on the day immediately preceding the Plan Effective Date under this Group Policy.

Proof of Loss is defined in Section XX.

Regular Care of a Physician means:

1. that you personally visit a Physician as frequently as is medically required according to standard medical practice, but in no event less than annually, to effectively manage and treat your disabling condition(s);
2. that your Physician is rendering appropriate treatment and care for the disabling condition(s) which conform(s) with standard medical practice and is the most appropriate for the disabling condition(s), according to standard medical practice; and
3. that you are complying with all aspects of the treatment plan prescribed by the Physician.

Retirement Date means the date you retire as defined by your Employer

Spouse means a person to whom you are legally married and from whom you are not legally separated.

Substance Abuse means a condition listed in the latest edition of American Psychiatric Association Diagnostic and Statistical Manual or the International Classification of Disease within a classification category or code including but not limited to 291, 292, 303, 304 or 305.

Waiting Period is defined in Section II and the "Schedule of Benefits".

Work Earnings means your gross monthly earnings from work performed while Disabled.

Work Earnings does not include income earned while Disabled from an occupation you held in addition to your Own Occupation prior to becoming Disabled. This exception is limited to the amount you were earning from this additional occupation immediately prior to becoming Disabled. Any excess over this amount that you earn from the additional occupation during your Disability will be Work Earnings and deducted as provided above.

If you are paid in a lump sum or on a basis other than monthly, we will prorate your Work Earnings over the period of time to which they apply. If no period of time is stated, we will use a reasonable one.

In determining your Work Earnings, we:

1. will use the financial accounting method you use for income tax purposes, if you use that method on a consistent basis;
2. will not be limited to the taxable income you report to the Internal Revenue Service;
3. may ignore expenses under section 179 of the IRC as a deduction from your gross earnings;

4. may ignore depreciation as a deduction from your gross earnings;
5. may adjust the financial information you give us in order to clearly reflect your Work Earnings.

If we determine that your earnings vary substantially from month to month, we may determine Work Earnings by averaging your earnings over the most recent 3 month period. During the Own Occupation Period, you will no longer be Disabled when your average Work Earnings over the last 3 month period equal or exceed 80% of your Indexed Predisability Earnings, or when you are capable of earning 80% or more of your Indexed Predisability Earnings. During the Any Occupation Period, you will no longer be Disabled when your average Work Earnings over the last 3 month period equal or exceed 80% of your Indexed Predisability Earnings, or when you are capable of earning 80% or more of your Indexed Predisability Earnings.

GLDI-C500-(12/06)

I. INSURING CLAUSE

- A. If you become Disabled while insured under the Group Policy, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy, after we receive satisfactory Proof of Loss.

GLDI-C600-(12/06)

II. ELIGIBILITY FOR INSURANCE

- A. To be eligible for insurance under the Group Policy, you must be an Eligible Person. An **Eligible Person** is an Employee who has met the following requirements:

1. You must be an Employee. **Employee** means an individual who works for the Employer as a member of an Eligible Class who is reported on the Employer's records for Social Security and tax withholding purposes.
2. You must be a citizen or legal resident of the United States or Canada, and you must reside in the United States or Canada;
3. You must be Actively at Work and capable of sustained Active Work on the effective date of your coverage and on the effective date of any subsequent increase in LTD coverage because of an Eligible Class of Group Policy change.
 - a) **Active Work** and **Actively at Work** mean performing all the Material Duties of your Own Occupation at your Employer's usual place of business, and satisfying the Minimum Hourly Work Requirement. Actively at Work will include regularly scheduled days off, holidays, or vacation days, so long as you are capable of Active Work on those days.
 - b) **Minimum Hourly Work Requirement** means the work hours over a given time period that are required of you by your Employer in order to be eligible for coverage. Your Minimum Hourly Work Requirement is specified in the Schedule of Benefits.
 - c) **Material Duties** means the duties generally required by employers in the national economy of those engaged in a particular occupation that cannot be reasonably modified or omitted. In no event will working an average of more than 40 hours per week be considered a Material Duty.
4. You cannot be a temporary or seasonal employee, full-time member of the armed forces of any country, leased employee or independent contractor.
5. You must satisfy your Waiting Period. **Waiting Period** means the period of time that you must be Actively at Work as an Employee before your coverage may become effective. Your Waiting Period is specified in the "Schedule of Benefits".

GLDI-C700-(12/06)

III. BECOMING INSURED

- A. To become an Insured Person under the Group Policy, you must be an Eligible Person and meet the following requirements as each may apply:
1. If Evidence of Insurability is required, you must provide such Evidence of Insurability and be approved for coverage by us. The Schedule of Benefits specifies when Evidence of Insurability is required.
 2. Evidence of Insurability.
 - a) Providing **Evidence of Insurability** means that an applicant must:

- (1) complete and sign our Evidence of Insurability application and return the original application to us no later than 60 days from the date of signing; and
 - (2) authorize us to obtain information about the applicant's health; and
 - (3) provide any additional information about the applicant's insurability that we may reasonably require.
 - b) If you, your Spouse or your dependents are required to provide Evidence of Insurability, you will be responsible for all costs associated with providing Evidence of Insurability.
 - c) In each case where Evidence of Insurability is required, we base our decision whether to approve coverage on the information provided during the underwriting process. If we learn that the information relied on to approve coverage was incorrect, or that relevant information was omitted, we may retroactively rescind coverage and deny claims.
3. If the insurance you wish to obtain is Contributory insurance, you must apply in writing and remit the required premiums.

B. Effective Date of Your Insurance

1. Initial Enrollment

- a) Noncontributory insurance not subject to Evidence of Insurability, or which is subject to Evidence of Insurability and has been approved by us, becomes effective on the date you become an Eligible Person. If, however, you initially waive participation in such coverage and then later wish to participate, you will be treated as a Late Enrollee, subject to Evidence of Insurability.
- b) Contributory insurance subject to Evidence of Insurability becomes effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- c) Contributory insurance not subject to Evidence of Insurability. Provided that you apply prior to, or within 31 days of becoming an Eligible Person, Contributory insurance not subject to Evidence of Insurability becomes effective on the date you become an Eligible Person. If you do not apply for such coverage prior to, or within 31 days of becoming an Eligible Person and subsequently wish to obtain coverage, you will be a Late Enrollee, subject to Evidence of Insurability.
- d) If you are a Late Enrollee, and you were not eligible on the effective date of the policy, you may enroll in coverage without Evidence of Insurability during the first Annual Open Enrollment Period after you become eligible for coverage. The coverage will be effective on the next following anniversary date. The Pre-Existing Condition Exclusion will apply to all new applicants.

2. Increases in Existing Coverage and Late Enrollee Applications

- a) Where Evidence of Insurability is required, increases of existing coverage and Late Enrollee applications become effective on the first day of the month immediately following the month in which your Evidence of Insurability is approved by us, except that if such approval occurs on the first day of a month, such coverage becomes effective on that day.
- b) Where Evidence of Insurability is not required, an increase of existing coverage becomes effective on the date that you become eligible for such coverage.

- c) If you are an Insured Person, you may increase your current LTD coverage during the Annual Open Enrollment Period without Evidence of Insurability. The increase in LTD coverage will be effective on the next following anniversary date. The Pre-existing Condition exclusion will apply only to the increased LTD coverage. The effective date of the increased LTD coverage will be the date you became insured for the purpose of determining the Pre-Existing Condition Exclusion period for any increase in coverage.
- 3. If you are incapable of sustained Active Work due to a Disability on the day before the scheduled effective date of your insurance, such insurance will not become effective until the day after you are capable of sustained Active Work and complete one day of Active Work as an Eligible Person.

GLDI-C800-(12/06)

IV. WAIVER OF PREMIUM

- A. Premium payments are required during the Elimination Period. However, payment of premium is waived while LTD Benefits are payable. Upon your return to Active Work, premium payments will again be payable.

GLDI-C900-(12/06)

V. WHEN YOUR INSURANCE ENDS **This provision applies to you if you are not Disabled.**

- A. Except as otherwise provided for under this section, your coverage will cease on the earliest of the following dates:
 - 1. the date your Employer's coverage under the Group Policy terminates;
 - 2. the date you cease to be an Eligible Person;
 - 3. the date that your premium payment is not paid when required;
 - 4. your Retirement Date.
- B. Approved FMLA Leave of Absence - Contributory or Noncontributory Coverage
 - 1. If you are on a FMLA leave, coverage will continue until the later of the leave period required by the Federal Family and Medical Leave Act of 1993, as amended, or the leave period required by applicable state law, provided that:
 - a) the FMLA leave is approved in advance by the Employer and such approval includes documentation of the beginning and ending dates of the leave and the amount of your covered salary. Such documentation about your leave must be available to Us at Our request
 - b) FMLA leaves of absence and the right to continue coverage during FMLA leaves are available to all Employees in the same Eligible Class under the Group Policy; and
 - c) the Employer remits the required premium for coverage.
 - 2. The Elimination Period can be satisfied and benefits may be payable during a FMLA leave subject to all other contract provisions. The benefit will be based on the lesser of your earnings in effect on your last full day of Active Work prior to the leave, or the salary for which premium was paid.

GLDI-C1000-(12/06)

VI. RULES FOR TRANSFER OF EMPLOYEES FROM PRIOR PLAN

- A. If you were eligible for insurance and insured under the Prior Plan on the day before the Plan Effective Date, you can become insured on the Plan Effective Date without meeting the Active Work requirement under Section II.A.3.

- B. The LTD Benefit will be the lesser of the monthly benefit that would have been payable under the terms of the Prior Plan if it had remained in force, or the LTD Benefit as determined under the other provisions of this Group Policy. However, no benefits will be payable to you under the Group Policy if any benefits are payable to you under the Prior Plan.
- C. If you were eligible for insurance under the Prior Plan for more than 31 days but were not insured under the Prior Plan, you must provide Evidence of Insurability and be approved by us to become insured.
- D. Continuation of Coverage and Pre-existing Conditions. In calculating the coverage period for determining whether the Pre-existing Condition Exclusion applies, we will include any period of continuous coverage under the Prior Plan immediately preceding the date you became insured under the Group Policy.

GLDI-C1100-(12/06)

VII. REINSTATEMENT OF COVERAGE

- A. If your coverage ends, you may become covered again as an Insured Person, subject to the following:
 - 1. If you cease to be an Eligible Person and coverage ends, and then you return to Active Work with the Employer again within 3 months, the Waiting Period will be waived on the first day of your return to Active Work and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph, the Pre-existing Condition Exclusion will be applied as if there had been no gap in coverage.
 - 2. If your coverage ends because you fail to make the required contribution while on an approved Family Medical Leave Act (FMLA) leave of absence, and then you return to Active Work and enroll for coverage within 31 days of the earlier of:
 - a) the end of the period of leave you and your Employer agreed upon; or
 - b) the end of the 12 week period following the date your leave began,then the Waiting Period will be waived and you will not have to provide Evidence of Insurability. If you become covered again under this paragraph and a Pre-existing Condition Exclusion applies, such Exclusion will be applied as if there had been no gap in coverage.
 - 3. In all other cases, if your coverage ends because you fail to make the required contribution, you must provide Evidence of Insurability to become covered again.
 - 4. In no event will insurance coverage be retroactive.

GLDI-C1200-(12/06)

VIII. DEFINITION OF DISABILITY

- A. **Disability or Disabled** means that during the Elimination Period and your Own Occupation Period you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of your Own Occupation, and, due to such inability, your Work Earnings are less than 80% of your Indexed Predisability Earnings, and you are incapable of earning 80% or more of your Indexed Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “LTD Benefit Calculation” and “Deductible Income” sections.

- B. After your Own Occupation Period ends, **Disability and Disabled** mean you are, as a result of Physical Disease, Injury, Mental Disorder, Substance Abuse or Pregnancy, unable to perform one or more of the Material Duties of Any Occupation, and, due to such inability, your Work Earnings are less than 80% of your Indexed Predisability Earnings, and you are incapable of earning 80% or more of your Indexed Predisability Earnings.

Your Work Earnings may be Deductible Income. See the “LTD Benefit Calculation” and “Deductible Income” sections.

- C. Loss of License or Certification. For an Insured Person whose occupation requires a license, a restriction or loss of license does not, in itself, constitute a Disability.

- D. Your Own Occupation Period and Any Occupation Period are specified in the Schedule of Benefits.

GLDI-C1300-(12/06)

IX. CUMULATIVE ELIMINATION PERIOD

- A. If, during the Elimination Period, you return to Active Work at your Own Occupation or Any Occupation with your Employer and you then become Disabled again from the same or related cause(s), the Elimination Period will be determined as follows:

1. If your return to Active Work is for a total of 45 or less Working Days, the Elimination Period will be counted from the first day of the first period of Disability. The number of days you return to work will be added to and extend the Elimination Period by that number of days.
2. If the return to Active Work is for a total of more than 45 Working Days, the Elimination Period will start over and apply in full to the new period of Disability.

- B. For the purposes of this provision, any day for which you receive pay will be considered a working day.

GLDI-C1400-(12/06)

X. RECURRENT DISABILITY

- A. If you return to work for your Employer from a Disability for which benefits were payable under the Group Policy and then become Disabled again due to the same or related cause, we will treat the separate periods of Disability as one period of continuous Disability, provided you are continuously insured under the Group Policy during the period of recovery and the period of recovery does not exceed 6 months. Benefits resume on the date your Disability recurs.

- B. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again due to an unrelated cause, we will treat the subsequent Disability as a new claim, subject to all of the terms of the Group Policy.

- C. If you return to work for your Employer from a Disability covered under the Group Policy and then become Disabled again more than 6 months after you return to work, the subsequent Disability will be treated as a new claim, subject to all of the terms of the Group Policy.

- D. For the purposes of this provision, if your occupation with the Employer does not allow you to be Actively at Work for the entire calendar year due to a seasonal or regularly scheduled employment break, we will consider you to have returned to work if you would have been able to return to work had work been regularly scheduled.

GLDI-C1500-(12/06)

XI. WHEN LTD BENEFITS END

- A. Your LTD Benefits end automatically on the earliest of the following:
1. The date you are no longer Disabled;
 2. The date your Maximum Benefit Period ends;
 3. The date you die;
 4. The date you become eligible for coverage under any other group LTD plan under which you become insured through employment;
 5. The date you fail to provide satisfactory objective medical evidence of continued Disability;
 6. The date you fail to comply with our request to be examined by a Physician, other medical practitioner and/or a vocational or rehabilitation expert of our choice;
 7. The date you refuse to accept an accommodated position, offered by your Employer, which you are able to perform, whether it is in your Own Occupation or Any Occupation;
 8. The date at which you have resided outside of the United States or Canada for 6 months;
 9. The date you are confined in a penal or correctional institution or under house arrest;
 10. The date you fail to comply with any requirements set forth in Section XIX, Responsibilities of Disabled Insureds;
 11. The date you are able to work and earn 80% of your Indexed Predisability Earnings but choose not to.

GLDI-C1600-(12/06)

XII. PREDISABILITY EARNINGS

- A. Predisability Earnings means your earnings in effect on your last full day of Active Work prior to becoming Disabled. Unless otherwise specifically provided for under the Group Policy, any subsequent change in your earnings will not affect your Predisability Earnings.
- B. Methods of Calculating Predisability Earnings
1. Salaried Employees. Your monthly Predisability Earnings are equal to your annual Predisability Earnings divided by twelve.
 2. Hourly Employees. If you are paid hourly, your monthly Predisability Earnings will be based on your hourly pay rate multiplied by the number of hours you are regularly scheduled to work per month, not to exceed 173.33 hours. If you do not have regular work hours, your monthly Predisability Earnings are based on the average number of hours you worked per month during the preceding 12 calendar months (or during your period of employment if less than 12 months), not to exceed 173.33 hours.
- C. Predisability Earnings includes the following:
1. your base rate of pay.
- D. Predisability Earnings does not include the following:
1. commissions;
 2. bonuses;
 3. overtime pay;
 4. pay for extracurricular activities;
 5. longevity pay;
 6. extra duty pay;
 7. supplemental pay;
 8. shift differential;
 9. your Employer's contributions to your health insurance premium;
 10. your Employer's contributions to a Tax Sheltered Annuity (TSA);

11. your Employer's contributions on your behalf to any deferred compensation arrangement, pension plan, or other fringe benefits;
 12. any other extra compensation.
- E. Notwithstanding Section A above, in no event will your monthly Predisability Earnings exceed either the monthly salary for which premiums have been paid or the Maximum Monthly Covered Salary.

GLDI-C1700-(12/06)

XIII. LTD BENEFIT CALCULATION

- A. Your monthly **Gross LTD Benefit** is equal to the lesser of your monthly Predisability Earnings times the LTD Benefit Percentage, or the Maximum Monthly Benefit.
- B. Your monthly **LTD Benefit** is calculated as follows:
1. During the Work Incentive Period, Your LTD Benefit will be equal to your monthly Gross LTD Benefit minus monthly Deductible Income (subject to the Minimum Monthly Benefit);
 2. Upon expiration of the Work Incentive Period, your LTD Benefit will be calculated as follows (subject to the Minimum Monthly Benefit): $(A \div B) \times C$, where:
A = monthly Indexed Predisability Earnings minus Work Earnings for that same period.
B = monthly Indexed Predisability Earnings.
C = monthly Gross LTD Benefit minus monthly Deductible Income (exclusive of Work Earnings).

GLDI-1800-(12/06)

XIV. DEDUCTIBLE INCOME

- A. Your Gross LTD Benefit will always be reduced by Deductible Income which is available to you or which you are eligible to receive as a result of your Disability, whether or not you apply for and receive such payments or benefits, with the exception of MI SERS. The Deductible Income that we will subtract from your Gross LTD Benefit is listed below.
- B. To receive the full measure of income under the Group Policy, you must apply for all Deductible Income for which you may be eligible as soon as you are entitled to such benefits. If you do not apply for and actively pursue in good faith all Deductible Income for which you may be eligible, we may make our own conclusion as to whether you are entitled to those benefits. If we reasonably and in good faith determine that you are entitled to Deductible Income, we will estimate the amount of those benefits and reduce the Gross LTD Benefit by that estimated amount as of the date on which we deem you were eligible to receive Deductible Income. Integration of the estimated amount of Deductible Income that we have determined is available to you will continue until you provide us with proof that you have filed the appropriate application(s) and continue to actively pursue Deductible Income.

Each month we will determine your LTD Benefit using the Deductible Income for the same monthly period, even if you receive the Deductible Income in another month.

- C. If you are paid Deductible Income in a lump sum, we will use the period of time to which the Deductible Income applies. If no period of time is stated, we will make a reasonable estimate.
- D. We will not estimate the amount of Deductible Income nor reduce your Gross LTD Benefit by any amounts for which applications or administrative appeals for Deductible Income are pending, provided that you:

1. apply for in good faith and pursue to our satisfaction all Deductible Income for which we determine you might be eligible;
2. designate, at our request, an agent endorsed by us as your representative in the application process and cooperate with that representative at all stages of the application process;
3. keep us informed on a timely basis of the status of all applications for Deductible Income;
4. sign a Reimbursement Agreement; and
5. pursue administrative appeals of Deductible Income denials.

E. Deductible Income includes the following:

1. Work Earnings as follows:
 - a) During the First 12 months of Disability with Work Earnings (the "Work Incentive Period"), if the total amount of your Gross LTD Benefit plus the amount you receive from Work Earnings exceeds 100% of your Predisability Earnings, the amount in excess of 100% of your Predisability Earnings will be included in Deductible Income;
 - b) Upon expiration of the Work Incentive Period, your Work Earnings will be offset as provided in Section XIII.
2. Any amount you receive or are eligible to receive because of your Disability under any of the following:
 - a) a Workers' Compensation Law to the extent we, at our discretion, determine that these amounts are of the general character as payments provided under the Group Policy for Disability;
 - b) the Jones Act;
 - c) Maritime Doctrine of Maintenance, Wages or Cure;
 - d) Longshoremen's and Harbor Worker's Act;
 - e) any similar act or law;
3. The amount that you, your Spouse and children receive or are eligible to receive because of your disability or retirement benefits under:
 - a) the United States Social Security Act;
 - b) the Canada Pension Plan;
 - c) the Quebec Pension Plan;
 - d) the Railroad Retirement Act; or
 - e) any similar Plan or Act;

Benefits your Spouse or a child receive or are eligible to receive because of your Disability are Deductible Income regardless of the marital status, custody, or place of residence;

4. Any amount you receive or are eligible to receive because of your Disability under any state disability income benefit law or similar law;
5. Retirement plans
 - a) Any disability or retirement benefits you receive or are eligible to receive because of your Disability under your Employer's retirement plan, including a public employee retirement system, a state teacher retirement system, or a plan arranged and maintained by a union or employee association for the benefit of its members;

- b) If any of these plans has two or more payment options, the option which comes closest to providing you a monthly income to age 65 with no survivor benefit will be used to determine Deductible Income;
 - c) Your and your Employer's contributions will be considered as distributed simultaneously throughout your lifetime, regardless of how funds are distributed from the retirement plan;
- 6. Any amount you receive or are eligible to receive under any unemployment compensation law or similar act or law;
 - 7. Any amount you receive or are eligible to receive from or on behalf of a third party because of your Disability, whether by judgment, settlement or other method. If you notify us before filing suit or settling your claim against such third party, the amount used as Deductible Income will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees;
 - 8. Any amount you receive by compromise, settlement, or other method as a result of a claim for any of the above, whether disputed or undisputed;
 - 9. Any amount you receive under any "no fault" motor vehicle plan
 - 10. Any amount you receive or are eligible to receive because of your Disability under any group insurance coverage.

F. Deductible Income does not include the following:

- 1. Any cost of living increases in any Deductible Income other than Work Earnings, if the increase becomes effective while you are Disabled and while you are eligible for the Deductible Income.
- 2. Reimbursement for hospital, medical or surgical expense;
- 3. Reasonable attorneys' fees incurred in connection with a claim for Deductible Income;
- 4. Benefits from any individual disability insurance policy;
- 5. Early retirement benefits under the Federal Social Security Act which are not received;
- 6. Group credit or mortgage disability insurance benefits;
- 7. Accelerated benefits paid under a life insurance policy;
- 8. Under your Employer's retirement plan, any amount you could have received upon termination of employment without being disabled or retired;
- 9. Benefits from the following:
 - a) Profit sharing plan;
 - b) Thrift or savings plan;
 - c) Deferred compensation plan;
 - d) Plan under IRC Section 401(k), 408(k), or 457;
 - e) Individual Retirement Account (IRA);
 - f) Tax Sheltered Annuity (TSA) under IRC Section 403(b);
 - g) Stock ownership plan;
 - h) Keogh (HR-10) plan;

- i) Retirement plan under a professional service corporation with respect to principals.

GLDI-C1900-(12/06)

XV. BENEFITS AFTER INSURANCE ENDS OR IS CHANGED

- A. During each period of continuous Disability, we will pay LTD Benefits according to the terms of your Employer's coverage under the Group Policy in effect on the date you become Disabled. Your right to receive LTD Benefits will not be affected by:
 - 1. any amendment to the Group Policy or your Employer's coverage under the Group Policy that is effective after you become Disabled.
 - 2. termination of the Group Policy or your Employer's coverage under the Group Policy after you become Disabled.

GLDI-C2000-(12/06)

XVI. EFFECT OF NEW DISABILITY

- A. If a period of Disability is extended by a new cause while LTD Benefits are payable, LTD Benefits will continue while you remain Disabled, subject to the following:
 - 1. LTD Benefits will not continue beyond the end of the original Maximum Benefit Period;
 - 2. The "Exclusions" and "Limitations" sections will apply to the new cause of Disability.

GLDI-C2100-(12/06)

XVII. EXCLUSIONS

- A. War. You are not covered for a Disability caused or contributed to by War or any act of War. War means a state or period of declared or undeclared war whether civil or international, any substantial armed conflict with organized forces of a military nature between nations, states or parties, or acts of terrorism.
- B. Criminal Conduct. You are not covered for a Disability caused or contributed to by your committing or attempting to commit an assault, battery, or any other crime. You are not covered for a Disability caused as a result of your engaging in an illegal activity, or actively participating in a violent disorder or riot. Actively participating does not include being at the scene of a violent disorder or riot while performing your official duties.
- C. Military Leave. You are not covered for a Disability that occurs during any military leave for active duty, including training duty, the National Guard and Coast Guard, or any active or reserve component of the military forces of any state or country.
- D. Imprisonment. No LTD Benefits will be paid for any period of Disability when you are, for any reason, confined in a penal or correctional institution or under house arrest.
- E. Intentionally Self-Inflicted Injury-Suicide. You are not covered for a Disability caused or contributed to by an intentionally self-inflicted injury or attempted suicide, while sane or insane.
- F. Pre-existing Conditions
 - 1. Your current LTD coverage. You are not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
 - a) you have not received treatment for the Pre-existing Condition for 3 consecutive months from the effective date of your insurance; or

- b) you have been continuously insured under the Group Policy for at least 12 months and have been Actively at Work for at least one full day after the end of the 12 months.
- 2. If you are not covered for a Disability because of the Pre-existing Condition exclusion for Your current LTD coverage, you are not covered for that same Disability for any LTD coverage increase because of an Eligible Class or Group Policy change.
- 3. LTD coverage increase because of an Eligible Class or Group Policy change. The amount of any LTD coverage increase because of an Eligible Class or Group Policy change is not covered for a Disability caused or contributed to by a Pre-existing Condition or medical or surgical treatment of a Pre-existing Condition unless:
 - a) you have not received treatment for the Pre-existing Condition for 3 consecutive months from the effective date of the LTD coverage increase; or
 - b) you have been continuously insured under the Group Policy for at least 12 months from the effective date of the LTD coverage increase and have been Actively at Work for at least one full day after the end of the 12 months.
- 4. **Pre-existing Condition** means a mental or physical condition whether or not diagnosed or misdiagnosed for which you have consulted a Physician or other licensed medical professional, received medical treatment, services or advice, undergone diagnostic procedures, including self-administered procedures, or taken prescribed drugs or medications at any time during the 3 months period just before the effective date of your insurance under the Group Policy or the effective date of the LTD coverage increase.

GLDI-C2200-(12/06)

XVIII. LIMITATIONS

A. Mental Disorders and Substance Abuse

- 1. LTD Benefit payments based on a Mental Disorder or Substance Abuse are limited to 24 months during your lifetime. This is not a separate maximum for each such condition, or for each period of Disability, but a combined lifetime maximum for all periods of Disability and for Mental Disorders or Substance Abuse, either separate or combined.
- 2. If your Disability is caused by Substance Abuse, you must be participating in an available rehabilitative program recommended by a Physician. An available rehabilitative program is a Substance Abuse program available to you through either: (i) another group plan of your employer (such as an Employee Assistance Program or Medical Plan); or (ii) services generally available to the public through local community services at no or minimal cost to you. Except as otherwise provided for below, LTD benefits will not be made beyond the earlier of the following:
 - a) the date on which LTD Benefits have been paid for the maximum duration specified in subsections A1 and A3 or under the Maximum Benefit Period;
 - b) the date you are no longer participating in the rehabilitative program;
 - c) the date you refuse to participate in an available rehabilitative program; or
 - d) the date you complete the rehabilitative program.
- 3. Exception to 24 month limitation. If at the end of that 24 month period, you are confined in a Hospital, or other facility qualified to provide necessary care and treatment for Mental Disorders or Substance Abuse, for at least one day immediately following that 24 month period, LTD Benefits will continue during such confinement, not to exceed the Maximum Benefit Period.

B. Foreign Residency. Payment of LTD Benefits is limited to 6 months for each period of continuous Disability while you reside outside of the United States or Canada.

- C. **Payment Limit.** In no event will the LTD Benefit plus Deductible Income plus Work Earnings exceed 100% of Predisability Earnings. In the event your LTD Benefit plus Deductible Income plus Work Earnings exceeds 100% of Predisability Earnings, the LTD Benefit will be reduced by the amount in excess of 100% of Predisability Earnings, subject to the Minimum Monthly Benefit.

GLDI-C2300-(12/06)

XIX. RESPONSIBILITIES OF DISABLED INSURED PERSONS

A. Your Obligations During A Period Of Disability

1. You must make a good faith effort to recover from, or reduce the severity of, your Disability and the resulting loss of income, or you will forfeit benefits. The Group Policy requires you to take a variety of actions in this regard, including, but not limited to, the following:
 - a) You must accept any position within a broad definition of Own Occupation that you can perform and which your Employer or another employer makes available during the Own Occupation Period regardless of whether the compensation for such work is less than your Predisability Earnings. The income earned will be treated as Work Earnings.
 - b) You must arrange for and use the Regular Care of a Physician. In addition, you must pursue any reasonable medical procedure or treatment that would likely improve your condition or end your Disability, and that does not pose unreasonable risks.
 - c) You must submit periodic evidence from your Physician that substantiates, to our satisfaction, that you remain Disabled. This required evidence includes, but is not limited to, objective medical and/or psychiatric evidence from a Physician that confirms your Disability. Subjective complaints alone will not be considered conclusive evidence of a Disability. The attending Physician must be able to provide objective medical evidence to support his/her opinion as to why you are not able to perform the Material Duties of your Own Occupation or Any Occupation. You must obtain and provide this information at your own expense.
 - d) Where they exist, you must engage in appropriate medical and/or occupational rehabilitation programs that are reasonably expected to enable you to return to work. You must notify us when you participate in such a program.
 - e) You must appeal denials of Deductible Income and actively pursue such appeals in good faith.
 - f) You must promptly provide us with all information that we reasonably decide is necessary to verify and administer your claim for benefits.
2. **Return to Work Responsibility**
 - a) During the Own Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in your Own Occupation and able to earn at least 80% of your Indexed Predisability Earnings, but you elect not to work.
 - b) During the Any Occupation Period, no LTD Benefits will be paid for any period of Disability when you are able to work in Any Occupation and are able to earn at least 80% of your Indexed Predisability Earnings, but elect not to work.
 - c) Any earnings you receive from work you perform, or that you could receive if you worked as much as you are able to considering your Disability, that are less than 100% of your Indexed Predisability Earnings will be treated as Work Earnings.

3. **Duty to Furnish Information.** To receive benefits under the Group Policy, you must authorize and direct medical care providers and sources of earnings or Deductible Income to provide us with all information and records that we reasonably determine to be relevant to the determination of benefits or eligibility for benefits. We do not pay fees charged for submitting this information to us. Any such costs will be your responsibility.
- B. **Our Right to Examine.** We may require you to be examined by a Physician, other medical practitioner and/or vocational expert of our choice, in addition to your obligation to be under the Regular Care of a Physician as specified above. In such case, we will pay for the additional examination. You must cooperate fully with the Physician, medical practitioner or vocational expert and give full effort to such examinations. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Company representative.
- C. **Insured Person's Failure to Comply**
 1. We have the right to suspend benefits during any portion of a Disability in which you fail to comply with any of the requirements set forth in this Certificate.
 2. We have the further right to terminate irrevocably all further benefits under the Group Policy when benefits have been suspended for a period of 6 consecutive months due to your failure to comply with any of the requirements of the Group Policy.

GLDI-C2400-(12/06)

XX. CLAIMS

- A. **Notice of Claim**
 1. Written notice of claim should be given to us within 30 days of the date the Elimination Period ends, if that is possible. If that is not possible, you must notify us as soon as it is reasonably possible to do so.
 2. When we receive a written notice of claim, we will send you our claim forms for filing Proof of Loss. If you do not receive the forms within 15 days after written notice of claim is sent, you can send us written Proof of Loss without waiting for the forms.
- B. **Proof of Loss**
 1. Proof of Loss means all the information necessary to determine that a loss occurred:
 - a) for which the Group Policy provides benefits; and
 - b) which is not subject to any exclusions; and
 - c) which meets all other conditions for benefits.
 2. Written Proof of Loss must be furnished to us at our home office no later than 90 days after the end of the Elimination Period. If it is not possible to give proof within this time limit, it must be given as soon as reasonably possible, but not later than one year following the end of the 90 day period. These limits will not apply while an Insured Person lacks legal capacity.
 3. Any items we may reasonably require in support of a claim, such as completed claims statements and a signed authorization for us to obtain information including tax information, must be submitted at your expense. If the required documentation is not provided within 60 days after we mail our request, your claim may be denied. No benefits will be paid until we receive Proof of Loss satisfactory to us.

C. Investigation of Claim

1. We may investigate a claim at any time.
2. At our expense, we may have you examined at reasonable intervals by specialists of our choice. We may deny or suspend benefits if you fail to attend an examination, give full effort or cooperate with the examiner.

D. Payment of Claims

1. We will pay LTD Benefits within 30 days after we receive satisfactory Proof of Loss, but not before satisfaction of the Elimination Period.
2. Claim Payment Method. LTD Benefit payments that you qualify for will be paid to you as specified in the "Schedule of Benefits". Payments for partial weekly benefits will be pro-rated based on a 7 day week. Payments for partial monthly benefits will be pro-rated based on a 30 day month.
3. LTD Benefits payable at the time of your death will be paid to the person(s) receiving the "Survivor Benefit" if applicable. If no "Survivor Benefit" is paid, the unpaid LTD Benefits will be paid to your estate.

E. Notice of Adverse Decision on Claim

1. We will notify you of an adverse benefit determination within a reasonable period of time, but not later than 45 days after we receive satisfactory Proof of Loss. This period may be extended by us for up to 30 days, provided that we determine that such an extension is necessary due to matters beyond our control, and provided that we notify you prior to the end of the initial 45 day period, of the circumstances requiring the extension of time and the date by which we expect to render a decision.
2. If, prior to the end of the first 30 day extension period, we determine that, due to matters beyond our control, a decision cannot be rendered within that extension period, the period for making the determination may be extended for up to an additional 30 days, provided that we notify you prior to the expiration of the first 30 day extension period, of the circumstances requiring the extension and the date as of which we expect to render a decision.
3. In the case of any extension, the notice of extension will specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim and the additional information needed to resolve those issues. You will be given at least 45 days within which to provide the specified information.
4. If we deny any part of your claim, you will receive a written notice of denial containing the following:
 - a) the reasons for our decision;
 - b) reference to the provisions of the Group Policy on which our decision is based;
 - c) a description of any additional information needed to support your claim;
 - d) information concerning your right to a review of our decision.

F. Review Procedure

1. If all or part of a claim is denied, you may request a review. A request for a review must be in writing and received by us within 120 days after you receive notice of the denial.
2. You may send us written comments or other items to support the claim and may review any non-privileged information that relates to the request for review.

3. We will review the claim promptly after we receive the request. We will send you a notice of our decision within 45 days after we receive the request, unless special circumstances require an extension. If we determine that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the expiration of the initial 45 day period. In no event will such extension exceed a period of 60 days from the end of the initial period.

G. Assignment. The rights and benefits under the Group Policy are not assignable.

GLDI-C2500-(12/06)

XXI. RIGHT TO REIMBURSEMENT

- A. If we make benefit payments to you in excess of the amounts required by the provisions of this Group Policy or, if you receive retroactive benefits from any Deductible Income source for periods of time during which we paid benefits to you, you must reimburse us for any such excess, duplicate, or erroneous payments.
- B. Before any LTD Benefits are paid to you, you must execute and deliver to us a Reimbursement Agreement, provided by us, setting forth specific terms of reimbursement.
- C. Upon request, you must execute and deliver to us such documents as may be required, and do whatever else may be necessary, to secure our rights to recover any excess, duplicate, or erroneous payments.
- D. You must reimburse us in a satisfactory and timely manner for any payments made to which you were not entitled under the terms of this Policy. Such reimbursement will be due and payable immediately upon our notification to you. At our option, subsequent payment of benefits or the refund of any premium owed to you by us may be reduced or applied by us directly toward such reimbursement obligation. If you delay in notifying us of your receipt of Deductible Income or in making reimbursement to us, we will have the right to charge interest at a reasonable rate on the delinquent amount owed to us.
- E. Our acceptance of premium or other fees, or our providing or paying of benefits, does not constitute a waiver of our rights to enforce the provisions of this section in the future. The provisions of this section are in addition to, and not in lieu of, any other rights or remedies available to us at law or in equity.
- F. The Minimum Monthly Benefit may be applied to recover an outstanding overpayment.

GLDI-C2600-(12/06)

XXII. SUBROGATION

- A. If LTD Benefits are paid or payable to you under the Group Policy as the result of any act or omission of a third party, we will be subrogated to all rights of recovery you may have in respect to such act or omission. You must execute and deliver to us such instruments and papers as may be required and do whatever else is needed to secure such rights. You must avoid doing anything that would prejudice our rights of subrogation.
- B. If you notify us before filing suit or settling your claim against such third party, the amount to which we are subrogated will be reduced by a pro rata share of your costs of recovery, including reasonable attorney fees. If suit or action is filed, we may record a notice of payments of LTD Benefits and such notice will constitute a lien on any judgment recovered.
- C. If you or your legal representatives fail to bring suit or action promptly against such third party, we may institute such suit or action in our name or in your name. We are entitled to retain from any judgment recovered the amount of LTD Benefits paid or to be paid to you or on your behalf, together with our costs of recovery, including attorney fees. The remainder of such recovery, if any, will be paid to you or as the court may direct.

GLDI-C2700-(12/06)

XXIII. TIME LIMITS ON LEGAL ACTIONS

- A. No action at law or in equity may be brought until 60 days after we have received Proof of Loss. No such action may be brought more than three years after the earlier of the following:
1. the date we receive Proof of Loss;
 2. the time within which Proof of Loss is required to be given.

GLDI-C2900-(12/06)

XXIV. INCONTESTABILITY PROVISIONS

- A. Incontestability of Insurance
1. Any statement made to obtain or to increase insurance is a representation and not a warranty.
 2. No misrepresentation will be used as a basis for reducing or denying a claim or contesting the validity of insurance unless:
 - a) the insurance would not have been approved if we had known the truth; and
 - b) we have given you or any other person claiming benefits a copy of the signed written instrument which contains the misrepresentation.
 3. After insurance has been in effect for two years during the lifetime of the Insured Person, we will not use a misrepresentation as a basis for reducing or denying a claim, unless it was a fraudulent misrepresentation.
- B. Incontestability of the Group Policy or Employer Coverage under the Group Policy
1. Any statements made by the Policyowner to obtain the Group Policy or made by an Employer to obtain coverage under the Group Policy is a representation and not a warranty.
 2. No misrepresentation by the Policyowner or your Employer will be used as a basis for denying a claim, or for denying the validity of the Group Policy or your Employer's coverage under the Group Policy unless:
 - a) the Group Policy would not have been issued or your Employer's coverage under the Group Policy would not have been approved if we had known the truth; and
 - b) we have given the Policyowner or Employer a copy of a written instrument signed by the Policyowner or Employer which contains the misrepresentation.
 3. The validity of the Group Policy or your Employer's coverage under the Group Policy will not be contested after it has been in force for two years, except for nonpayment of premiums or fraudulent misrepresentations.

GLDI-C3000-(12/06)

XXV. CLERICAL ERROR AND MISSTATEMENT

- A. Clerical Error
1. Clerical error by us, the Policyowner, your Employer, or their respective employees or representatives will not:
 - a) cause a person to become insured under the Group Policy or a provision of it.
 - b) invalidate insurance otherwise validly in force.
 - c) continue insurance otherwise validly terminated.
 - d) cause an Employer to obtain coverage under the Group Policy or a provision of it.
 2. In the event that a clerical error results in an incorrect rate, we reserve the right to adjust the rate accordingly.

- B. The payment of premium, by itself, will not obligate us to provide benefits to anyone who is not eligible for coverage under the Group Policy.
- C. Your Employer acts on its own behalf as your agent, and not as our agent. Your Employer has no authority to alter, expand or extend our liability or to waive, modify or compromise any defense or right we may have under the Group Policy.
- D. Misstatement of Age or Gender
 - 1. If the age or gender, or both, of a person has been misstated, we will make an equitable adjustment of premiums, benefits or both. The adjustment will be based on:
 - a) the amount of insurance based on the correct age and gender; and
 - b) the difference between the premiums paid and the premiums which would have been paid if the age and gender had been correctly stated.

GLDI-C3100-(12/06)

XXVI. FRAUD

- A. It is unlawful to knowingly provide false, incomplete or misleading facts or information with the intent of defrauding us. An application for insurance or claim containing any materially false or misleading information may lead to reduction, denial or termination of benefits or coverage under the Group Policy and recovery of any amounts we have paid.

GLDI-C3200-(12/06)

XXVII. TERMINATION OR AMENDMENT OF THE GROUP POLICY AND EMPLOYER COVERAGE

- A. The Group Policy may be terminated, changed or amended in whole or in part by us or the Policyowner according to the terms of the Group Policy. Any such change or amendment may apply to current or future Employers and Eligible Persons covered under the Group Policy or to any separate classes or categories thereof. An Employer's coverage under the Group Policy may be terminated, changed or amended in whole or in part by us or the Employer according to the terms of the Group Policy.
- B. We may change the Group Policy and any Employer's coverage under the Group Policy in whole or in part when any change or clarification in law or governmental regulation affects our obligations under the Group Policy, or with the Policyowner's or Employer's consent.
- C. We may terminate an Employer's coverage on any premium due date by giving the Employer not less than 60 days advance notice. An Employer may terminate coverage under the Group Policy in whole, and may terminate insurance for any class or group of Eligible Persons, at any time by giving us advanced written notice at least 60 days prior to such termination. Insurance will terminate automatically for nonpayment of premium.
- D. Benefits are limited to the terms of your Employer's coverage under the Group Policy, including any valid amendments. No change or amendment of your Employer's coverage will be valid unless it is approved in writing by one of our executive officers and delivered to your Employer. The Policyowner, your Employer and their respective employees or representatives have no right or authority to change or amend the Group Policy or your Employer's coverage under the Group Policy or to waive any terms or provisions thereof without our signed, written approval.

GLDI-C3300-(12/06)

XXVIII. CHILD-FAMILY CARE EXPENSES ADJUSTMENT

- A. **Child-Family Care Expenses** means the amount you pay to a licensed care provider who is not a relative for the care of your Child-Family Member that is necessary in order for you to work and for which you are not reimbursed.
- B. **Child** means:
1. your unmarried child residing in your home (including your stepchild and an adopted child), from live birth through age 12; or
 2. your unmarried child, age 13 or older, residing in your home (including your stepchild or adopted child) who is:
 - a) continuously incapable of self-sustaining employment because of mental or physical handicap; and
 - b) chiefly dependent upon you for support and maintenance.
- C. **Family Member** means:
1. your Child; or
 2. your Spouse, parent, grandparent or sibling residing in your home who is:
 - a) continuously incapable of self-sustaining employment because of mental or physical handicap; and
 - b) chiefly dependent upon you for support and maintenance.
- D. If you must pay Child/Family Care Expenses in order to work while Disabled, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:
1. Your Work Earnings will be reduced by the first \$350 per Child-Family Member of the monthly Child-Family Care Expenses you pay, but not to exceed a total of \$350 per Child-Family Member per month
 2. The Work Earnings and the Child-Family Care Expenses must be for the same period.
 3. You must provide us with satisfactory proof of the Child-Family Care Expenses you pay.
 4. No reduction in Work Earnings will be made for any period before LTD Benefits have been payable for at least 12 months.
 5. The Work Earnings reduction by Child-Family Care Expenses will end 24 months after it begins.

GLDI-C5100-(12/06)

XXIX. REASONABLE ACCOMMODATION EXPENSE BENEFIT

- A. If you return to work in Any Occupation for any employer (but not including self-employment) as a result of a reasonable accommodation made by such employer, we will pay your employer a Reasonable Accommodation Expense Benefit of up to an amount equal to the Maximum Monthly Benefit, but not to exceed the expenses incurred.
- B. The Reasonable Accommodation Expense Benefit is payable only if:
1. the reasonable accommodation is approved by us in writing prior to its implementation; and
 2. the reasonable accommodation meets the federal standards of a reasonable accommodation under the Americans With Disabilities Act of 1991, as amended.

GLDI-C6200-(12/06)

XXX. REHABILITATION BENEFIT

- A. If you are Disabled and are receiving a monthly LTD Benefit, you may be eligible to participate in a Rehabilitation Plan. A **Rehabilitation Plan** means a written plan, program or course of medical treatment or vocational training or education that is intended to prepare you to return to work full time. The plan may include, but is not limited to:
1. job modification;
 2. job placement;

3. retraining; and
 4. other activities reasonably necessary to help you return to work.
- B. Eligibility for a Rehabilitation Plan is based on your education, training, experience, and physical/mental capabilities. Before a Rehabilitation Plan will be considered:
1. your Disability must prevent you from performing your Own Occupation;
 2. you must not have the necessary skills to allow you to perform Any Occupation;
 3. you must have the physical and mental capability for successful completion of a Rehabilitation Plan; and
 4. There must be a reasonable expectation that a Rehabilitation Plan will help you return to active employment.
- C. All Rehabilitation Plans will be developed with input You, your Physician, your Employer, and the Company and described in an individual written Rehabilitation Plan, which states:
1. the Rehabilitation Plan goals;
 2. the responsibilities of You, the Company, and any third parties associated with the Rehabilitation Plan;
 3. the times and dates of the Rehabilitation Plan; and
 4. all costs associated with the services.
- D. Either your Physician, you, or We may initiate consideration for your participation in a Rehabilitation Plan. Failure to participate without Good Cause will result in a reduction or termination of the monthly LTD Benefit. Reduction of the monthly LTD Benefit will be based on your income potential if you were employed after a Rehabilitation Plan.
- E. Definitions:
Good Cause means documented physical or mental impairments not identified in your existing disability claim that:
1. renders you incapable of rehabilitation;
 2. interferes with a medical program you are currently participating in; or
 3. conflicts with any other program you are participating in that will allow you to return to active employment.
- F. We will make the final determination of any Rehabilitation Plan provided, eligibility for participation and any continued monthly LTD Benefit payments.
- G. The definition of Disability will not apply during the term of the Rehabilitation Plan but will be reapplied after such program ends.
- H. While you are participating in a plan of Rehabilitation Plan approved by Us, Your monthly LTD Benefit will be increased by 1%

GLDI-C6302-(1010)

XXXI. SURVIVOR BENEFIT

- A. If you die while LTD Benefits are payable, we will pay a Survivor Benefit as follows:
1. The Survivor Benefit will consist of a lump sum equal to 3 times the amount of your last Gross LTD Benefit.
 2. The Survivor Benefit will first be applied to reduce any overpayment of your claim.

3. The Survivor Benefit will be paid at our option to any one of the following:
 - a) Your surviving Spouse;
 - b) Your surviving unmarried children, including adopted children, under age 19;
 - c) Your surviving Spouse's unmarried children, including adopted children, under age 19;
4. No Survivor Benefit will be paid if you are not survived by any person listed in 3a., b., or c. above.

GLDI-C6800-(12/06)

**AMENDMENT 1
TO THE
GROUP LONG TERM DISABILITY INSURANCE
CERTIFICATE OF COVERAGE**

Employer: City of Wyandotte

Plan Number: 1641

Eligible Class: 01) All Active City Employees

This Amendment number 1 effective July 1, 2018 amends certain provisions of the Group Long Term Disability Insurance Certificate of Coverage as specified below. Provisions under this Amendment are subject to all the terms and conditions, limitations and exclusions of the Group Policy, unless otherwise stated herein.

1. Under **'XXVIII. CHILD-FAMILY CARE EXPENSES ADJUSTMENT'** part 'D.' is hereby deleted in its entirety and replaced with the following:

'D. If you must pay Child/Family Care Expenses in order to work while Disabled, we will reduce the amount of the Work Earnings used in determining your Deductible Income, subject to the following:

1. The maximum monthly deduction allowed for each Child-Family Member is:
 - a) \$350 during the first 12 months of Disability with Work Earnings; and
 - b) \$175 thereafter; but
 - c) in no event may the deduction exceed the amount of your monthly Work Earnings.
2. Child-Family Care credits may not exceed a total of \$2,500 during a calendar year.
3. The Work Earnings and the Child-Family Care Expenses must be for the same period.
4. You must provide us with satisfactory proof of the Child-Family Care Expenses you pay.
5. The Work Earnings reduction by Child-Family Care Expenses will end 24 months after it begins or when you are no longer participating in a Rehabilitative program, whichever occurs first.'

GLDI-C7000-(12/06)

ATTACHMENT K

City of Wyandotte

Educational Assistance

Program

Dated: March 21, 2002 (Non-Union)

Revised: March 12, 2004 (AFSCME)

Revised: January 1, 2016 (COAM)

Revised: January 1, 2016 (FIRE)

Revised: January 1, 2016 (POAM)

Revised: February 1, 2008 (POAM-Dispatch)

1. PURPOSE

To describe the criteria and procedure for the reimbursement of education expenses at the City of Wyandotte ('City').

2. DEFINITIONS

Employee

An employee is defined as an individual who performs services for, and under the direction and control of the City. Such direction and control includes the results to be accomplished and the methods and means by which such results are accomplished. As such, neither contracting firms nor contract workers who are characterized by the City as independent contractors are considered employees.

Non-union Employee

An employee who is not represented by a bargaining unit.

Recognized Schools

Academic institutions that are accredited by regional or state accrediting bodies, or other institutions, such as correspondence schools or unique specialty schools approved at the discretion of management.

Successful Completion

Receipt of a passing grade (C or greater) and full credit for the course on the school's official record will satisfy the requirement of successful completion. Verification of successful completion may take the form of a letter, a number grade, or "pass" in a pass/fail criterion. For professional certifications, documentation of successful completion of course work from the institution is required.

3. SCOPE

Applies to all regular, full-time non-union employees of the City, non-probationary members of the AFSCME Local 894 bargaining unit, Wyandotte Police Patrol Officer's (POAM) bargaining unit, Wyandotte Police and Fire Dispatcher's (POAM) bargaining unit, Wyandotte Command Officers Association of Michigan (COAM) Police Command Officers bargaining unit, and International Association of Fire Fighters Local #356 ("eligible employee"), members. Employees classified as seasonal, temporary, subsidized, part-time, or emergency are not eligible under this policy.

4. PROCEDURE

4.1 Eligibility

Eligible employees can receive reimbursement under this procedure for courses and seminars they successfully complete at Recognized Schools which have been determined by their supervisor and the Director of Administrative Services to be either job related, or related to a job within the City to which the employee can reasonably aspire in the future. Courses eligible for tuition reimbursement include the following:

Degree Programs

Course work leading to a high school diploma/equivalency or courses taken at an accredited college or university leading to an college or university leading to an

- Associate's degree
- Bachelor's degree

- Master's degree
- Doctorate degree
- Legal degree
- Medical degree

Certification Programs

- Paralegal certification
- Information technology certification

Other Courses

Study/review/preparatory courses or equivalency tests, which are also covered, include, but are not limited to, preparation for:

- The College Level Equivalency Program
- Professional Engineer
- Certified Public Accountant
- Scholastic Aptitude Test
- Graduate Record Exam
- Graduate Management Admission Test
- Law School Admission Test

4.2 Limitation

The City will reimburse eligible employees up to \$2,000 per calendar year for approved and eligible course work. Effective January 1, 2016, this limit is increased to \$5,000 for COAM, POAM, and IAFF members.

4.3 Application

To receive tuition reimbursements, eligible employees must complete a Tuition Reimbursement Approval Application Form ("Approval Form") (Attachment 1), which must be approved by their supervisor, and the Director of Administrative Services. Submission should occur before the start of a course and preferably prior to each enrollment.

4.4 Completion of Course Work

All class work and study associated with this program is to be completed outside of employee's work schedules and will not be allowed to interfere with successful performance of their normal job responsibilities.

4.5 Right to Deny and Application for Tuition Reimbursement

An application for tuition reimbursement may be denied where an employee's job performance is unsatisfactory or an employee is on probation due to recent employment or unsatisfactory job performance.

4.6 Employment Terminations or Transfer

Employees whose employment is terminated during enrollment because of a reduction in force or job elimination will be reimbursed for all covered expenses incurred to the date of termination or transfer. Employees whose employment is terminated for any other reason will not be reimbursed for any covered expenses.

4.7 Taxes

The Internal Revenue Code of 1986, as amended, requires employers to withhold income and employment taxes on certain employee reimbursements. Reimbursements of amounts exceeding \$5,250.00 annually are taxable for certain courses. This monetary level is based on the date the reimbursement check is dated and is applied on a calendar basis. Certain reimbursements below this monetary level are also classified as taxable. The taxable status of each course is to be determined according to the table on Attachment 2 with the appropriate form to be completed (see Attachments 3 through 10).

4.8 Reimbursement Guidelines

- The City will not pay tuition and/or other covered expenses prior to the employee's submittal of a satisfactory final grade
- The City will reimburse employees for the difference between GI allotment, scholarships, grants and other forms of assistance, and eligible tuition reimbursement (limited to \$2,000 annually)
- No payment will be made for incompletes, withdrawals, audited classes or failed courses.
- No payment will be made for classes already being taken prior to the commencement of employment with the City.

The following will indicate the eligibility of expenses:

<u>Type of Expenses</u>	<u>Covered</u>	<u>Not Covered</u>
Books	X	
Equipment or Instruments		X
Internet Access/Telephone Costs		X
Lab Fees	X	
Matriculation Fees	X	
Medical Fees		X
Registration Fees	X	
Supplies		X
Test Fees	X	
Thesis – binding/typing		X
Travel costs including meals		X
Tuition	X	
User Fees	X	

4.9 Reimbursement Process

The following table describes the process for applying, approving, and reimbursing tuition expenses under this procedure.

Stage	Who	Description
1	Employee	1. Complete Section I (excluding cost) of the Approval Form (Attachment 1), and 2. Complete the appropriate Taxable/Non-Taxable Determination Form for each course (one (1) form for each course) (see Attachments 2 through 10) 3. Submit Approval Form to supervisor
2	Supervisor	Approve or Deny the request TO APPROVE - check the approved box, sign and date, return form to employee TO DENY - check the "not approved" box, sign and date, return form to employee <i>Discuss with the employee why an application is not approved</i>
3	Employee	If the Approval Form is approved, forward together with the appropriate Taxable/Non-Taxable Determination Form for each course (see Attachments 2 through 9) to the

		Department of Administrative Services for administration. If the Approval Form is denied, END OF PROCESS.
4	Administration	1. Review forms for compliance with this procedure 2. Submit request to Education Committee (City Council Level) 2. TO APPROVE - check the "approved" box on the Approval Form (Attachment 1), Sign and date, return a copy of the approved forms to the employee TO DENY - check the "not approved box" on the Approval Form (Attachment 1), sign and date, return the approved forms to the employee <i>Discuss with the employee why an application is not approved</i>
5	Administration	If the course is approved, file the signed original forms to await verification of expenses and Successful Completion of the course(s) from the employee.
6	Employee	If SUCCESSFULLY complete the course - within six (6) months of Successful Completion of course(s) 1. Enters costs on the copy of Approval Form (Attachment 1) forwarded by Administration in Stage 4, and 2. Submit form to Administration with receipts verifying covered expenses If DID NOT successfully complete the course - notify Administration so that the signed original form(s) may be destroyed
7	Administration	1. Review verification of expenses 2. Process for payment as described in policy - original Taxable/Non-Taxable Determination form must be attached - all original receipts must be attached - all payments will be made with the next regular payroll that is processed 3. Retain copy(s)

5. RESPONSIBILITIES

5.1 Director of Administrative Services

Responsible for interpreting this procedure

5.2 Department Heads/Supervisors

Responsible for the coordination of this procedure with employees

5.3 Employees

Responsible for providing the necessary documentation to verify completion of course work on an accurate and timely basis.

6. RELATED DOCUMENTS

- Attachment 1** Tuition Reimbursement Approval Application Form
- Attachment 2** Summary Table of Taxable Benefits
- Attachment 3** Taxable/Non-Taxable Determination Form – High School Diploma/Equivalency
- Attachment 4** Taxable/Non-Taxable Determination Form – First Bachelor's Degree
- Attachment 5** Taxable/Non-Taxable Determination Form – Second Bachelor's Degree/Associate's Degree
- Attachment 6** Taxable/Non-Taxable Determination Form – Master's/Doctorate Degree
- Attachment 7** Taxable/Non-Taxable Determination Form – First Law/Medical Degree
- Attachment 8** Taxable/Non-Taxable Determination Form – Second Law/Medical Degree
- Attachment 9** Taxable/Non-Taxable Determination Form – Certification/Licenses – Study/Review Courses
- Attachment 10** Taxable/Non-Taxable Determination Form – Study/Review Courses

**City of Wyandotte
Educational Assistance Approval Application Form
Attachment 1**

Page 1 of 2

Section I – Employee prepare and forward to Immediate Supervisor

Employee Name

Social Security Number

Last

First

Initial

Address

Number/Street

Apt.

City

State

Zip Code

Job Title

Department

Courses Applied For:

Degree Sought (Initials) _____ **Expected Graduation Date** _____ **Major/Minor Field** _____

Credit Hours Completed _____ **Credit Hours Required** _____

School

Name

Number/Street

City

State

Zip Code

	<u>Name of Course</u>	<u>Length of Course</u>	<u>Credit Hours</u>	<u>Tuition</u>	<u>Lab Fees</u>	<u>Registration</u>	<u>Books</u>	<u>Total</u>
1.								
2.								
3.								
Grand Total								

These course(s) will benefit me in my work with the City because (be specific):

Are the above course(s) parts of a college degree program in which you are enrolled? Yes ____ No ____

Employee Signature

Date

Educational Assistance Approval Application Form
Page 2 of 2

Section II – Immediate Supervisor

For approval of Employee's supervisor

_____ Approved _____ Not Approved

Supervisor Signature

Date

Supervisor will notify Employee if for any reason their course(s) are not approved.

Reason:

Section III – Director of Administration/Education Committee

_____ Approved _____ Not Approved

Director Signature

Date

Education Committee

Education Committee

Date

Director will notify Employee if for any reason their course(s) are not approved.

Reason:

Disposition of Employee Reimbursement:

Tuition:		Fees:	Registration:
Books:		Other:	Total:
Date of Disbursement:		Finance Department Signature:	

City of Wyandotte
Summary of Taxable Benefits
Attachment 2

Degree or Certification	Reimbursement Over \$5,250 Taxable	Total Amount of Reimbursement is Taxable	Total Amount of Reimbursement is Non-Taxable
High School Diploma/Equivalency (see Attachment 3)	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
First Bachelor's Degree (see Attachment 4)	Reimbursement over \$5,250 is taxable	N/A	N/A
Second Bachelor's Degree/Associate's Degree (see Attachment 5)	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
Master's/Doctorate (see Attachment 6)	N/A	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
First Law Degree/First Medical Degree (see Attachment 7)	N/A	Total amount of Reimbursement is taxable.	N/A
Second Law Degree/Second Medical Degree (Employee already had either a Legal or Medical Degree) (see Attachment 8)	N/A	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a new trade or profession, or - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, and - Does not qualify the Employee for a new trade or profession, and - Is related to their current job
Certifications/Licenses Study/Review courses in preparation for (see Attachment 9)	Reimbursement over \$5,250 is taxable	N/A	N/A
Study/Review courses for admission test and the admission test itself (e.g. GMAT, LSAT, SAT)	If degree - Is a minimum requirement for the current job or - Qualifies the Employee for a	N/A	If degree - Is not a minimum requirement for the current job, and - Does not qualify the

(see Attachment 10)	new trade or profession, <u>or</u> - Is unrelated to current job.	Employee for a new trade or profession, <u>and</u> - Is related to their current job
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City of Wyandotte
Taxable/Non-Taxable Determination Form
High School Diploma/Equivalency
Attachment 3

Use this Form for Courses that are part of a High School Diploma/Equivalency.

Employee Name: _____

Course Title: _____

YES

NO

1. Is the High School Diploma/Equivalency needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a High School Diploma/Equivalency. When the Employee started their current position, a High School Diploma/Equivalency was required. Although they had not received their High School Diploma/Equivalency, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

A High School Diploma/Equivalency is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job. These courses are not taxable.

2. Does the High School Diploma/Equivalency qualify the Employee for a new trade or profession?
3. Is the High School Diploma/Equivalency unrelated to the Employee's current job?
NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.
THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature

Date

Personnel Signature

**City of Wyandotte
Taxable/Non-Taxable Determination Form
First Bachelor's Degree Program/Courses
Attachment 4**

Use this Form for Undergraduate Level Courses that are part of a Bachelor's Degree Program or Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES

NO

Is the course part of a program leading to your first Bachelor's Degree?

If the answer is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer is "NO", see Section 4.7, Attachment 2 and Attachment 5.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Second Bachelor's Degree/Associate's Degree Program/Courses
Attachment 5

Use the Form for Undergraduate Level Courses that are part of a Second Bachelor's Degree or Associate's Degree Program or Undergraduate Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES

NO

1. Is the Bachelor's/Associate's Degree or undergraduate level course needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for an engineering degree. When the Employee started their current position, an engineering degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a degree in engineering. A degree in engineering is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job. These courses are not taxable – see questions 2 and 3 below.

2. Does the Bachelor's/Associate's Degree or undergraduate level course qualify the Employee for a new trade or profession?
3. Is the Bachelor's/Associate's Degree or undergraduate level course unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Master/Doctorate Degree Program/Courses
Attachment 6

Use the Form for Graduate Level Courses that are part of a Master or Doctorate Degree Program (other than legal or medical degree) or Graduate Level Courses that are not part of any Degree Program.

Employee Name: _____

Course Title: _____

YES

NO

1. Is the Master/Doctorate Degree or graduate level course needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a graduate degree. When the Employee started their current position, a graduate degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a graduate degree. A graduate degree is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job.

2. Does the Master/Doctorate Degree or graduate level course qualify the Employee for a new trade or profession?
3. Is the Master/Doctorate Degree or graduate level course unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", the total amount of tuition reimbursement is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature

Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
First Law/Medical Degree Program
Attachment 7

Employee Name: _____

Course Title: _____

YES **NO**

Is this your first law/medical degree?

If the answer is “YES”, the total amount of tuition reimbursement is taxable.

If the answer is “NO”, see Section 4.7, Attachment 2 and Attachment 8.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature Date

Personnel Signature

**Taxable/Non-Taxable Determination Form
Second Law/Medical Degree Program
Attachment 8**

Use this Form for courses that are part of a Second Law/Medical Degree Program.

Employee Name: _____

Course Title: _____

YES

NO

1. Is the Legal/Medical Degree a minimum educational requirement of the Employee's job that were in effect when the employee started their current job?

Example:

An Employee is taking courses to complete requirements for a law/medical degree. When the Employee started their current position, a law/medical degree was required. Although they had not completed their degree work, they were hired on condition that they do so. For this Employee, the courses are deemed to meet the minimum education required for the job. (If the total reimbursement for these courses in a calendar year exceeds \$5,250, the amount above \$5,250 is taxable)

Example:

An Employee who already has a bachelor's degree is taking courses leading to a degree in law/medicine. A law degree is now the minimum education requirements for new hires in the Employee's position, but was not required when the Employee was hired for the position. For this Employee, the courses are not deemed to meet the minimum education required for the job.

2. Does the Law/Medical Degree qualify the Employee for a new trade or profession?
3. Is the Law/Medical Degree unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", the total amount of tuition reimbursement is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature

Date

Personnel Signature

City of Wyandotte

Taxable/Non-Taxable Determination Form
Certification/Licenses
Study/Review Courses
Attachment 9

Employee Name: _____

Course Title: _____

YES NO

Has the Employee already received \$5,250 or more in tuition reimbursement for the current calendar year?

If the answer is “YES”, the total amount of tuition reimbursement is taxable.
If the answer is “NO”, the amount is not taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature Date

Personnel Signature

City of Wyandotte
Taxable/Non-Taxable Determination Form
Study/Review Courses
Attachment 10

Use the Form for study/review courses for admissions test and the admissions test itself (e.g., GMAT, GRE, LSAT, SAT).

Employee Name: _____

Course Title: _____

YES

NO

1. Is the study/review course or admissions test needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?
2. Does the study/review course or admissions test qualify the Employee for a new trade or profession?
3. Is the study/review course or admissions test unrelated to the Employee's current job?

NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business

If the answer to **ANY** of the questions above is "YES", reimbursement of any amount above \$5,250 in a calendar year is taxable.

If the answer to **ALL** of the questions above is "NO", none of the reimbursement is taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

Employee Signature Date

Personnel Signature

ATTACHMENT "L" DEFINED BENEFIT PLAN (POST 2/1/99 HIRES)

MEMORANDUM OF AGREEMENT

The City of Wyandotte and the Command Officers Association of Michigan and the Wyandotte Police Officers Association (collectively "the Union"), agree to amend Article 25, Pension, of their January 1, 2016 to December 31, 2020 collective bargaining agreement by adding new Sections 20, 21, 22, 23, 24 and 25 to read as follows:

20. In 1999, the parties agreed that future employees would participate in a defined contribution plan and that plan has been maintained despite several attempts by the Union to change it in negotiations/Act 312 arbitration. The Union has now once again sought to have current defined contribution plan members, and future employees, participate in a defined benefit plan. The City has now agreed ~~to have that such members have the option to remain in the current defined benefit plan~~ or participate in a defined benefit plan, as detailed below, with the understanding that the Union will not seek changes in the pension plan even beyond the moratorium period, including never seeking retroactive benefits.
21. Employees hired on or after February 1, 1999 ~~shall~~ may participate in a defined benefit plan subject to all of the provisions of this Article, except that the following shall apply for those employees who elect to participate in the defined benefit plan:
 - a. The multiplier shall be 2.0% of base wages up to a maximum of 70% of final average compensation.
 - b. Voluntary retirement shall be age fifty-five (55) with twenty-five (25) or more years of credited service.
 - c. The City will pay the first 10% of base pay toward the actuarially determined cost to fund the plan. Employees shall be required to pay 5% of base pay, through payroll deductions, toward the actuarially determined cost to fund the plan. In the event that the actuarially determined cost to fund the plan exceeds 15% of base wages, the employees (through payroll deduction) will assume 100% of the increased costs up to 20% of base wages, and both the City and the employees (through payroll deduction) will assume 50% of the increased cost in excess of 20%.
 - d. "Final Average Compensation" shall mean the average of the highest sixty (60) consecutive months, out of the last ten (10) consecutive years.
 - e. The early retirement provisions of the Pension Ordinance and this Article shall not apply to the pension plan detailed herein.
 - f. The pop-up provisions of this Article shall not apply to the pension plan detailed herein.

g. The 13th check provisions of this Article shall not apply to the pension plan detailed herein.

Employees hired on or after February 1, 1999 but prior to the mutually agreed upon implementation date, ~~shall~~ **may** participate in the defined benefit plan detailed in Section 14, above, in lieu of their current defined contribution plan. For those employees **who elect to participate in the defined benefit plan**, contributions to their defined contribution plan shall cease and no further contributions from the City or the employee will be made.

22. The parties agree that for a period of ten (10) years following the date of ratification of this Agreement, neither party shall demand bargaining on any changes in **defined pension benefits or contributions to the defined benefit plan**, or other issues related to, or arising from the conversion of the post-1999 Defined Contribution Plan participants, or any new hires or prospective employees, back into a Defined Benefit Plan.

Additionally, any service time purchased or accrued during said ten (10) year period, shall under no circumstances, be subject to any retroactive change in benefit level. Each employee shall be afforded a one-time opportunity to purchase some or all prior service time, on an individual basis. Actuarial assumptions used in calculating the cost of the purchase of prior service time shall be: (1) consistent with the assumptions used by the actuary at the time of the most recent actuarial valuation, (2) be designed to not create unfunded actuarial liability to the City, and (3) shall be an actuarial neutral transaction to the City's Retirement System. The City and Union shall mutually agree to the assumptions used in this actuarial study. The City and Union shall equally bear the costs of the actuarial study for this one-time opportunity. Employees must make an irrevocable voluntary election to purchase prior service time within ninety (90) calendar days of the issuance of the actuarial report.

The terms and conditions set forth in this Section shall survive termination or expiration of this Agreement and instead remain binding upon the parties and each, affected employee, until the expiration of the ten (10) year Moratorium period, and shall be included in, and mandatorily become part of, any subsequent collective bargaining agreement between the parties through the expiration date of the ten (10) year Moratorium.

23. The City retains the discretion to terminate the defined benefit plan for employees hired after February 1, 1999 at any time, for any reason, and reinstitute the defined contribution plan under the terms in Section 14, above.

24. While the defined contribution plan was in effect the City had provided a "401 Backstopping" method of providing a disability benefit, to convert a disability bargaining unit employee to the equivalent of a defined benefit pension. No employee was receiving such a benefit through the "401 Backstopping" method as of the effective date of this Memorandum of Agreement. Upon the effective date of this Agreement, the City shall no longer offer a "401 Backstopping" benefit **to employees who elect to participate in the defined benefit plan.**

Eligibility and all terms applying to duty-related and non-duty related disability retirement for **employees who elect to participate in the defined benefit plan** shall be subject to Sections 2 and 7 of Article 34 of the January 1, 2016- December 31, 2020 collective bargaining agreement, except that the formula for calculating the benefit level of a duty or non-duty disability benefit shall be according to Section 21 of this Memorandum of Agreement. The years of service for a duty-related or non-duty disability retirement shall be according to the terms of Sections 2 and 7 of Article 34 of the January 1, 2016 – December 31, 2020 collective bargaining agreement.

25. The terms of this Memorandum of Agreement shall **apply to employees who elect to remain in the defined contribution plan, or employees hired after August 1, 2019, who elect to participate in the defined contribution plan** and shall be binding on any successor to the Union or any inter-governmental authority which assumes law enforcement operations for the City of Wyandotte.

CITY OF WYANDOTTE

By: 

Its: Mayor

Date: 12/9/2019

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By: 

Its: Clerk

Date: 12/9/2019

COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 

Its: POAM/COAM BA

Date: 12-2-19

ATTACHMENT "M" DEFINED BENEFIT PLAN (POST 1/1/20 HIRES)

MEMORANDUM OF AGREEMENT

The City of Wyandotte ("City") and the Command Officers Association of Michigan and the Command Officers Association of Michigan Command Officers Bargaining Unit (collectively "the Union"), entered into a Memorandum of Agreement on December 9, 2019 in which they agreed to amend Article 25, Pension, of their January 1, 2016 to December 31, 2020 collective bargaining agreement by adding new Sections 20, 21, 22, 23, 24 and 25.

The City and Union agree to amend their December 9, 2019 Memorandum of Agreement so that all employees hired after February 1, 2020 shall participate in the defined benefit plan and shall not have the option to participate in the defined contribution plan. This modification to the December 9, 2019 Memorandum of Agreement shall supersede any provisions in the December 9, 2019 Memorandum of Agreement which would give employees hired after February 1, 2020 the option of participating in the defined contribution plan instead of the defined benefit plan.

Unless specifically modified by this Memorandum of Agreement, all other terms of the December 9, 2019 Memorandum of Agreement shall remain in full force and effect.

CITY OF WYANDOTTE

By: 

Its: Mayor

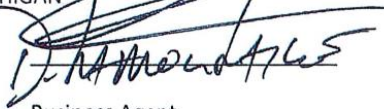
Date: 1/23/2020

By: 

Its: City Clerk

Date: 1/23/2020

COMMAND OFFICERS ASSOCIATION OF
MICHIGAN

By: 

Its: Business Agent

Date: 1-20-20