

AGREEMENT BETWEEN THE CITY OF WYANDOTTE
A MICHIGAN MUNICIPAL CORPORATION

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN
POLICE PATROL OFFICERS
BARGAINING UNIT

January 1, 2016 through December 31, 2020

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ARTICLE 1
AGREEMENT

1.1: This Agreement is made between the City of Wyandotte, hereinafter referred to as the “City” and the Police Officers Association of Michigan, agent for the Wyandotte Police Officers Association, hereinafter referred to as the “Union” and “Local Union” representing all patrol officers of the Wyandotte Police Department, for the purpose of providing better working conditions and to provide for the orderly resolution of any differences that may arise.

1.2: Recognition. The Police Officers Association of Michigan, hereinafter referred to as the POAM, is hereby recognized as the exclusive bargaining agent for all members of the Wyandotte Police Officers Association in all matters of general wages, hours and conditions of work.

1.3: The Local Union has the right to review department personnel rules and regulations as adopted by the City Council. It is understood that rules and regulations will be in conformity with any law, ordinance, Police Department regulations and personnel policies as agreed to by the City Council and the Police Officers Association of Michigan by execution of this contract.

1.4: 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 the 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
MANAGEMENT RIGHTS

2.1: The Management of the Police Department and the direction of the working forces and the right to hire, promote, assign, suspend, discipline, transfer, discharge for proper 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 Police Chief, 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.

ARTICLE 3
DISCRIMINATION

3.1: There shall be no discrimination toward employees by virtue of participation or non-participation in Union or Local Union affairs.

ARTICLE 4
AGENCY SHOP

4.1: All patrol officers on the thirtieth (30th) day of employment:

- A. Shall pay dues to the POAM as specified in Section 5 of this Article.
- B. May become members of the Fraternal Order of Police and pay the required dues as specified in Section 5.1 of this Article.

4.2: A patrol officer who does not tender his dues for the POAM to the treasurer either directly or through payroll deduction, shall be discharged within 30 days, by the Police and Fire Commission, provided the treasurer of the POAM has complied with the following:

- A. Fulfilled its obligation by sending written notice to the employee that he/she has an obligation to tender dues or service fees, the reasonable date for such obligation, the amount of such tender, and to who such tender is to be made. A copy of such notice should be sent to the City (Personnel Department).
- B. Fulfillment of its responsibilities by sending written notice to the employee (copy to the City) that he/she has not fulfilled his/her obligations by the requisite date and that a request for his/her termination was being made to the City (Personnel Department).
- C. By stating in the request for termination that such request is in conformance with the provisions of this Article, that the employee has not complied with his/her obligations, that it is an official request of the Police Officers Association of Michigan and that the "Save Harmless" clause shall be put into effect.

4.3: An employee who has tendered directly to the treasurer of the POAM or has a written authorization for payroll deduction in effect, for the payment of dues to the POAM, shall not, under any circumstances risk the loss of employment for not belonging to the POAM. The Union cannot cause the discharge of an employee for any reason other than the employee's failure to pay dues to the POAM.

4.4: The Union will protect and save harmless the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for purposes of complying with Article 4.2, Sections A, B and C.

ARTICLE 5
UNION DUES AND PAYROLL DEDUCTIONS

5.1: The following plan of voluntary union dues deductions will continue in effect under this Agreement:

- A. The City agrees to deduct dues for the POAM and optional dues for the FOP, from the pay of employees who give written authorization to the City for such deduction and to transmit all the dues collected to the treasurer of the POAM, so long as this authorization is in effect and is not revoked by the employee or the treasurer of the POAM in writing. Deductions will be made in equal installments, from the first and second pays of each month. The treasurer of POAM assumes full responsibility for the disposition of the funds once they have been received.

- B. Deductions permitted under this Article shall be:
 - 1. Mandatory dues for the POAM in an amount determined by the POAM.
 - 2. Optional dues for membership in the FOP in an amount determined by the treasurer of the Wyandotte local.

ARTICLE 6
COPY OF AGREEMENT

6.1: Copies of this agreement will be provided to all members of the bargaining unit at the City's expense.

ARTICLE 7
SUPPLEMENTAL AGREEMENTS

7.1: General conditions of employment are conditions limited to past practices which have been established by the City and accepted as correct and proper and which have a history of longevity, and which the parties have not negotiated about during contract negotiations and either reached agreement on as provided in the contract or withdrawn during the course of their negotiations in effect herein, be maintained during the term of this Agreement.

7.2: The City and/or Police Officers Association of Michigan agree to make no unilateral changes in general conditions of employment during the term of this Agreement.

7.3: 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.

7.4: 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 Police Officers Association of Michigan and the 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.

7.5: Departmental reorganization and/or reductions affecting this bargaining unit will first be discussed with the Union prior to implementation.

ARTICLE 8 DURATION

8.1: Effective Date: This agreement shall be effective as of January 1, 2016 and shall remain in force and effect through December 31, 2020.

8.2: 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 one hundred twenty (120) days prior to the expiration of the existing Agreement.

8.3: 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.

8.4: Strike Prohibition. The Police Officers Association of Michigan agrees not to engage in or sanction strike action as defined in Act 379, the Public Employment Relations Act.

ARTICLE 9 COMMITTEE MEMBERS

9.1: Local Union negotiating Committee shall be selected from full-time employees of the bargaining unit and the Committee shall designate a chairman for the purposes of official communications related to this Agreement or to negotiations inherent herein.

9.2: Up to four (4) 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 Union business as related to this contract. Committee members may be released from work only if it does not cause an overtime situation.

9.3: Any departmental order desired by the bargaining unit may be copied upon request.

ARTICLE 10
GRIEVANCE PROCEDURE

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

STEP 1. The aggrieved employee shall meet with his/her immediate supervisor within five (5) business days of its occurrence and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5) business days from receipt of the grievance (for purposes of this Article, "business days" shall exclude Saturdays, Sundays and Holidays when City Hall is closed, and all time limits hereinafter exclude Saturdays, Sundays and Holidays when City Hall is closed.)

STEP 2. If unsatisfactorily adjusted in Step 1, by written appeal from Step 1, within five (5) business days, by the grievance committee representative(s) to the Chief of Police or his designated representative to resolve grievances, who shall have seven (7) business days in which to answer the grievance in writing.

STEP 3. If unsatisfactorily adjusted in Step 2, by written appeal from Step 2, within seven (7) business days, to the City Administrator. The City Administrator shall meet with the grievance committee and the grievant within five (5) business days following receipt of the grievance. The City Administrator shall make a written answer to the grievance within thirty (30) business days.

10.2: An agreement reached at any level of the Grievance Procedure between the City and the Police Officers Association of Michigan is binding on all employees affected and cannot be changed or challenged by any individual.

ARTICLE 11
ARBITRATION

11.1: If unsatisfactorily adjusted in Step 3, either party, the Police Officers Association of Michigan or the City, may through its representative, have thirty (30) calendar days in which to invoke arbitration. Arbitration shall be initiated as follows:

11.2: Notice of intent to arbitrate the dispute shall be served upon either party.

11.3: The parties shall attempt to select an arbitrator on a voluntary basis.

11.4: If the parties cannot within ten (10) business days of notice in Step 3 above select a mutually satisfactory person, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the Federal Mediation and Conciliation Service.

11.5: The decision of the arbitrator shall be final and binding on all parties.

11.6: 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.

11.7: The expense of arbitration shall be shared equally by the parties.

11.8: The arbitrator shall have the authority in cases concerning discharge, layoff or discipline to order the payment of back wages and compensation for an employee which the employee would otherwise have received (less actual compensation earned from other employers or self-employment, unemployment compensation or other similar sources).

ARTICLE 12
GENERAL

12.1: Any dispute not appealed from one step to a higher step shall be considered settled.

12.2: If the City fails to answer in two (2) consecutive steps, starting with Step 2, the grievance shall be automatically granted.

12.3: Time limits may be extended by mutual agreement of the parties.

12.4: A class action grievance may be started in the procedure set forth in Step 3 above.

12.5: In the event the Police Officers Association of Michigan concludes that a member was unjustly disciplined or dismissed, it may, within ten (10) business days after receipt of the judgment, appeal said judgment through grievance procedure to the next step above the level that issued the disciplinary action.

12.6: Certain steps of the grievance procedure may be waived if mutually agreeable. Such request for waiver shall be processed through the City Administration, Chief of Police or his designee as applicable.

ARTICLE 13
SENIORITY

13.1: Seniority is hereby defined as the length of continuous service after an employee's last day of appointment to a position in the Police Department. Seniority shall apply only for purposes presented in this Agreement and shall not be used for any purpose under the Pension Ordinance Chapter 31, as amended.

13.2: 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.

13.3: Seniority date shall mean the beginning date of continuous service as defined in this Article, Section 13.1, or as adjusted or modified by subsequent provisions of this Article.

13.4: Where two (2) or more persons have established equal seniority for vacation picks and overtime, it shall be determined by the employee's position on the eligibility list in effect at the date of hire.

13.5: An employee shall not suffer a break in continuous service for a leave of absence (Article 20), leave under provisions of the Family and Medical Leave Act (section 20.2) and disciplinary suspensions.

13.6: Time elapsed between periods of layoff and re-employment shall be deducted from seniority credit.

13.7: Seniority of employees who have resigned or were discharged and subsequently rehired shall date from the time of re-employment; subject to Section 13.2.

13.8: Military leave as defined in Federal Law shall not be considered interruptions in service.

13.9: Absence from work caused by on-the-job injuries compensated by Worker's Compensation shall not be considered interruptions in service.

13.10: Authorized sick leave shall not be considered an interruption.

ARTICLE 14 PROBATION, SERVICE INCREMENTS

14.1: The probationary period for the class of patrol officer shall be for a period of eighteen (18) months. Probationary employees may be dismissed at will by the appointing authority at any time during the probationary period with or without notice and with or without cause. The appointing authority's decision to dismiss an employee during his probationary period is not subject to the grievance procedure.

14.2: Not later than twelve (12) days prior to the conclusion of an employee's probationary period, his/her appointing authority shall notify the personnel department in writing of the acceptance or rejection of such employee.

14.3: Whenever an employee has left the service but had gained regular status before such separation and on a subsequent date is established on a re-employment list and thereafter returns to the service, re-appointment is subject to the same probationary period as is provided for in Section 14.1 of this Article.

14.4: In determining eligibility for the six (6) months service increment an employee in the patrol officer class shall serve at least twenty-four (24) weeks over a period of at least six (6) successive calendar months in the same class: eligibility requirements for the twelve (12) months service increment shall be determined by an employee serving at least forty-eight (48) weeks over a period of at least twelve (12) successive calendar months of service in the same class.

14.5: The first service increment may be made at the completion of six (6) months service and the second increment may be made after twelve (12) months service. Subsequent service increments may be made at twelve (12) month intervals until the maximum rate for the classification is reached. All such increments shall be made provided that the employee's work is being satisfactorily performed as evidence in writing to the personnel department by the appointing authority. If an employee is denied a service increment by the appointing authority as permitted in this Section, the employee shall be given a copy of the appointing authority's written report to the personnel department.

ARTICLE 15 PROMOTIONS

15.1: Qualification. Patrol officers who will have completed seven (7) years service by the end of the calendar year in which the test is given shall be eligible to take the promotional examinations.

15.2: Frequency. Recognizing that testing frequency accommodations are sometimes necessary, the Department will conduct promotional examinations for the purpose of establishing promotional eligibility lists for the rank of Detective and Sergeant every two (2) years from the date of the last test score certifications, but no later than two (2) years and six (6) months from the date of the last test score certifications unless approval is received from both the Union and Police Administration.

An extension of time may only be granted if the employee is physically or mentally incapable of taking the examination within the original six (6) month extension period and is reasonably expected to be able to take the examination at the end of the original six (6) month extension. Physical or mental incapacity shall be based on severe limitations such as hospitalization or chemotherapy, and not merely for a short term medical leave or a regiment of prescription drugs.

An extension of the test date shall not be considered in determining eligibility to take the promotional examination as defined in Paragraph 15.1.

- 15.3: A. There will be two (2) eligibility lists: one for Detective and one for Sergeant.
- B. A person can be on both the Detective and the Sergeants lists at the same time.
- C. A Detective can test for the position of Sergeant in accordance with section 15.1 while holding the rank of Detective.

15.4: Promotional lists shall be certified by the Police and Fire Commission ninety (90) days after the written examination is given to the candidates, and posted on a department bulletin board,

showing candidates names and total score. The promotional list will be in effect until the next list is certified. The list will be certified not later than July 1st of the test year, or upon mutually agreed date.

Nothing herein shall require the City to fill any position or vacancy. The decision of when to fill any position or vacancy shall be determined by the City.

15.5: Promotional Procedure. Promotional tests will be administered by the EMPCO or another mutually agreed upon testing agency and will be conducted by the City Administrator, who will maintain testing files, and shall certify the promotion list to both the Department and the Commission.

A. Written Examination.

Written test will provide 50 points. Persons not scoring at least 70% on the written examination are not eligible for and will not receive any points for the written examination, oral examination, or seniority. Highest score above 70% will receive 50 points. Lesser scores above 70% will receive points based on mathematic relation to top score.

In the event that none of the participants achieve a score of 70%, a second test will be offered within sixty (60) days. If none of the participants achieve a score of 70% on the second examination, a sergeants or detective list will not be established for the period.

B. Oral Examination.

An oral board utilizing an outside, independent, interview panel consisting of four (4) certified police officers of the rank of the position sought or higher, plus the Chief, will be used. Each member of the interview panel will have four (4) points for a total of 20. Members of the interview panel, other than the Chief are prohibited from having any kind of relationship to the City of Wyandotte including, but not limited to, relatives employed by the City, relatives elected or appointed to City government, relatives appointed as Commissioners in any capacity.

C. Seniority.

A maximum of ten (10) points will be awarded for department seniority. Candidates with lesser department seniority shall be awarded points mathematically determined based upon the total calendar days of seniority as percentage of that of the most senior candidate.

D. Evaluation.

Departmental evaluations for the prior year will be used. A maximum of twenty (20) points will be awarded. The evaluation form in Attachment C shall be used.

15.6: All promotions will be made from the respective lists of qualified candidates, beginning with the first candidate on the list. Subsequent promotions will be made in the order in which the candidates placed on the list. Promotional lists, once established, will remain in effect to two (2) years. Candidates may refuse a promotion anytime during the term of the list without loss of standing on the list.

15.7: Upon promotion to detective, an employee shall receive 10% over the top rate for a patrol officer. The pay rate for a promotion to a supervisor classification shall be governed by the supervisor agreement.

15.8: During the first six (6) months after being promoted, the member shall have the right to revert back to their former classification without prejudice and without loss of bargaining unit seniority.

ARTICLE 16
LAYOFFS

16.1: "Layoff" is defined as a reduction in the workforce.

16.2: In every case of a layoff, the appointing authority shall give the affected employee(s) fourteen (14) calendar days written notice and a written statement of the reasons for such action and shall forward a copy to the Personnel Department.

16.3: Layoffs are to be strictly by inverse seniority for all persons irrespective of classification. The City retains the right to reassign persons on a seniority basis to perform the available work.

16.4: A command officer who has been laid off or bumped from his/her position shall be returned to the patrol officers' bargaining unit. That command officer may bump into the highest position he/she held in the patrol officers' bargaining unit prior to promotion to the command bargaining unit, provided that he/she has greater departmental seniority than the incumbent in that position and that position is filled at the time. The incumbent who was bumped by the command officer may bump the patrol officer with the least patrol officers' bargaining unit seniority. If the command officer does not have more departmental seniority than the incumbent in the rank immediately below his/her command rank, the command officer may bump into the patrol officer classification and the patrol officer with the lowest seniority shall be laid off.

16.5: The name of persons holding regular positions in the classified service which have been abolished or made unnecessary shall be placed on an appropriate layoff and re-employment list for a period of one (1) year in order to their seniority, the greatest seniority being first. Such names may be continued on this list provided such request in writing is made by such persons each subsequent year thereafter. Re-employment in the same department shall be made according to the employee's standing on the list. The City retains the right to require a job-related medical examination before permitting the person to return to work.

ARTICLE 17
PAY DATES

17.1: 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.

17.2: Pay Advances. Pay advances are not allowed.

17.3: Wage Schedule. Wages paid during the term of this agreement will be in accordance with "Attachment A".

ARTICLE 18
HOURS OF EMPLOYMENT

42-HOUR/WEEK & TWO-SHIFT SCHEDULE (12 HOUR SHIFT EMPLOYEES)

18.1: Traffic Bureau; Special Operations; Detective Bureau. Detectives or officers assigned to the Traffic Bureau (TB), Special Operations (SO) or Detective Bureau (DB) will work a forty-two (42) hour work week at straight time subject to FLSA. The forty-two (42) hour week will be scheduled as agreed to by the parties and filed with the Director of Finance.

18.2: The work week is meant to be the average of forty-two (42) hours per week over a 28-day period.

18.3: TB, SO & DB: Hours worked in excess of a regularly scheduled eight (8), eight and one-half (8-1/2), nine (9) or ten (10) hour day, as the case may be, any hours worked in excess of forty-two (42) hours of a regularly scheduled work week will be paid at overtime rate subject to FLSA. [TB, SO & DB are not 12 hour shifts.]

18.4: Platoons. There shall be four (4) Platoons.

18.5: Regular Work Day. Patrol Officers will be assigned to twelve (12) hour shifts at straight time for annual number of regularly scheduled hours of 2,184.

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

18.7: Minimum Time Between Shifts. There must be a minimum of eight (8) hours off between shifts before an officer is called back.

18.8: Overtime. Hours worked in excess of twelve (12) in one (1) work day or eighty-four (84) hours in a two-week pay period will be paid at overtime rate.

18.9: 12 Hour Shift 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 (platoon short only) cannot be filled. Current telephone practice will be used. Current agreement as to call in will be used.

18.10: 12-Hour Shift Schedules. See attached schedules. Shifts shall be 7 a.m. to 7 p.m. and 7 p.m. to 7 a.m. Supplemental shifts may be established and implemented at the discretion of the Chief of Police.

18.11: Shift Premium. Shift differential for 7 p.m. to 7 a.m. shift: \$1.25 cents per hour worked. No differential for 7 a.m. to 7 p.m. shift.

18.12: Compensatory Time.

- A. Court. Compensatory time or pay for court appearances at the employee's option. Section 19.8(5) may be used by 12-Hour personnel once each six (6) calendar months. This exception to section 19.8(5) will expire after twelve (12) months and thereafter the City will demonstrate statistical use of this exception which affects the City ability to staff shifts without incurring overtime.
- B. Accumulated Hours. Officers may accumulate up to 72 hours.

18.13: Training.

- A. Staffing. Officers assigned to training during their tour of duty will count towards minimum staffing if able to respond.
- B. Leave Day. Training on a leave day is based on nine (9) hour day including an unpaid lunch period unless training is seven (7) hours with a one (1) hour lunch.
- C. Work Schedule Adjustment. Department may adjust an officer's work schedule for training purposes without creating a minimum staffing overtime situation no more than four (4) times in one (1) year. Multiple days of training constitute one (1) incident.
- D. Return to Work. Officers will return to work from training sessions until their amount of hours as scheduled for that shift are completed. In calculating hours worked, Officers may include travel time between the Police facility and the training site in addition to the time actually spent in training. In cases where an officer returns to work from training and the time required to be duty-ready is near the end of the scheduled shift, the commanding officer may allow the officer to be relieved of duty.

18.14: Shift Selection. The administration will follow straight seniority, honoring all bids to the fullest extent possible. Patrol officers with more than one year seniority shall be afforded the

opportunity to utilize the shift selection process described below. For purposes of applying seniority, the date specific seniority status will be determined by the starting date of the new shift. The administration retains the right to assign. The administration shall make every reasonable effort to honor the shift preferences expressed, provided those determinations to decline the officers' preferences shall not be of an arbitrary or capricious nature.

18.15: The City shall post shift and day off rotation signup sheets no later than 60 days prior to the beginning of the new shift period.

18.16: The City may assign those with less than 1 year seniority to a shift at the time of posting of the signup sheet. Those assigned to a shift will select their leave day rotation in order of seniority, after the senior officers on that shift.

18.17: Members shall then indicate shift preference and leave day rotation by seniority. Each member shall have 48 hours, not counting leave days, to select shift assignment and leave day rotation, once the selection choice is theirs. A member who fails to choose within 48 hours shall fall to the bottom of the seniority list for that selection period.

18.18: Pursuant to departmental Rules and Regulations spouses may not be regularly assigned on the same shift.

18.19: Notwithstanding any other provisions in this paragraph, the Chief of Police or his designee may (1) assign a probationary employee to any shift for a minimum of seven consecutive calendar days for training purposes; and (2) may change beginning with the lowest seniority any patrol officer's shift assignment due to another patrol officer's retirement, resignation, layoff, promotion, transfer, leave of absence, sick leave, or change in the number of patrol officers deployed on shifts, or other legitimate operational reasons. Such reassignment shall not be made arbitrarily, capriciously or solely for discipline purposes.

18.20: Probationary patrol officers who are assigned to work with a field training officer (FTO) may be assigned to any shift and will assume the same leave days as the FTO. Those probationary officers who are counted as manpower and completed the departmental field training program along with patrol officers with less than one (1) year of seniority may be assigned to a shift, prior to the shift selections by senior officers.

18.21: Vacations. No more than one (1) patrol officer assigned to a twelve (12) hour platoon may be on vacation at a time.

HOURS OF EMPLOYMENT, THREE SHIFT SCHEDULE

18.22: Shift Premium, Three Shift Schedule. When a police 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 police officer works the third shift, he/she shall be paid a shift premium of .25 cents per hour for hours

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

18.23: 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.

18.24: Shift/Leave Day Selection Process, Three Shift Schedule: Current policy on shift selection will continue as described in Section 18.14 through 18.21.

18.25: Shift selections will be every 6 months (6-1/2 28 day cycles) which will coincide with the start of the summer and winter vacation schedules (April and October). The shifts shall be first shift (7 am - 3 pm); second shift (3 pm - 11 pm) and third shift (11 pm - 7 am).

18.26: At the discretion of the Department, training assigned to a patrol officer shall be conducted on a nine hour work day, including an unpaid lunch hour. If the patrol officer does not work his/her regular assigned shift that day, the training time shall be considered to be overtime. The department reserves the right to adjust the patrol officer's work schedule for training purposes.

ARTICLE 19
42 HOUR WORK WEEK - OVERTIME

19.1: Overtime will be calculated at 1.5 times the employees' current base wage.

19.2: When Paid. Subject to the provisions set forth in this Article, employees shall be paid overtime at the rate of one and one-half (1-1/2) times the hourly rate in the following situations:

- A. For time of seven and one-half minutes or more worked in excess of the regularly scheduled hours in a day which is attached to either end of an employee's tour of duty. Such overtime is to be computed to the nearest quarter (1/4) hour.
- B. For time spent attending 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 an 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 an employee's tour of duty, such overtime will be paid according to actual time worked as in Section 1 (A).

19.3: Eligibility. For the purpose of determining eligibility for overtime, the following applies:

- A. Employees who have leave days contiguous to vacation will be considered as being on vacation for the entire time off.
- B. Employees on vacation, as defined in paragraph A above, cannot be ordered by the City to work overtime, except for emergencies after all other available members are ordered in.
- C. 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.
- D. Except for employee assigned to the Detective Bureau, overtime shall be awarded on a seniority basis to eligible employees. For employees assigned to the Detective Bureau and those holding the rank of Detective, the employer shall maintain a proper list of overtime assignments so as to insure a fair distribution of overtime among eligible employees. An employee refusing overtime shall be charged with that time as though worked.

19.4: Exception. Section 19.5 does not apply to training and certain voluntary assignments, mutually exempted by the City and the Police Officers Association of Michigan (including but not limited to, SWAT, crime prevention, explorers and honor guard).

19.5: Duty Overtime (scheduled shift). When scheduled overtime is available for special events and all non-emergency extra duty assignments, the procedure in Section 19.7 (platoon short overtime) will be followed.

19.6: Call-In Overtime (unscheduled shift).

- A. Except as provided in Section 19.7 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 (1-1/2). 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.
- B. Employees shall be called in the following order, by seniority:
 - 1. Employees of the uniform platoon working the subsequent shift.
 - 2. All other uniform personnel working the subsequent shift.

3. All employees of the uniform platoons working the preceding shift.
4. Employees on leave from all uniform assignments.
5. Employees on vacation.
6. All other eligible employees (including Detectives).

19.7: Platoon Short Overtime. When a platoon that is working a specific shift is shorthanded due to manpower shortage, the following procedure will be followed in the order listed.

OVERTIME AWARDED TO:

1. Those on leave on the date and from the same affected day/night shift platoon.
2. Those on leave on the date and from opposite shift platoons, including special operations and traffic by seniority basis.
3. Those working the immediately preceding contiguous tour of duty.
4. Those working the immediately following contiguous tour of duty for 8 hours.
5. Those as in 3 and 4 above who agree to work 4 hours each including those assigned to special operations and traffic.

For vacancies of 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), of 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 an overtime assignment for platoon short overtime is not filled voluntarily, MANDATORY OVERTIME will be assigned in the reverse of the above sequence and by inverse seniority utilizing regular platoon members first.

After all other patrol officers have been offered overtime and prior to forced overtime, other patrol officers on leave days, assigned to details attached to the department (DARE, Detective Bureau, ETC.) and detached assignments (except DRANO), may be offered 12 hours overtime. These employees may not be ordered except in exigent circumstances.

An employee who is working on a shift as a result of trading days or shifts, with another employee, or who was previously forced to work as a result of a platoon short situation, cannot be forced to work platoon short overtime, on the shift before or after the one he/she is working.

19.8: Compensatory Time. A police officer may accumulate up to 72 straight time hours as compensatory overtime in lieu of overtime compensation, provided:

1. The employee can take the compensatory time with approval of the supervisor;
2. Subject to section (5), compensatory time taken shall not cause any overtime to be worked;
3. The employee must notify his/her supervisor on a standard form 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 72 straight time hours, in which event the employee may designate hours to be accumulated up to the 72 hour maximum and shall be paid the balance in excess of 72 hours; and
4. If the employee has not taken accumulated compensatory time as of the ending date of each contract year, the City shall pay the compensatory time accumulated as of that date. This payment will be made on the second Friday of the month following the ending date of each such contract year, and shall be based on the rate of pay in effect when the compensatory time was earned.
5. One officer per shift may take compensatory time off even if that absence shall cause overtime to be worked; however, in that event, the officer's compensatory time bank shall be charged for twelve (12) hours per eight (8) hours of straight time taken, or eighteen (18) hours per twelve (12) hours of straight time taken. Further, an officer may not take compensatory time on a holiday recognized for City Hall employees, if that absence causes any overtime to be worked. This subsection may be declared null and void effective January 31, 2009 if the City determines that this policy has created a cost to the City. Any dispute over the City's determination may be submitted to the grievance procedure. 12 hour shifts shall be changed proportionately.

ARTICLE 20
LEAVE PRIVILEGES

20.1: Any employee who has completed the probationary period may be granted a leave of absence for thirty-two (32) hours or more 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:

- A. Induction or enlistment into the Armed Forces.
- B. Physical or mental disability (except when the Family and Medical Leave Act requires a leave for an employee).
- C. Appointment to a position in the unclassified service for the full period of such appointment.

D. For the purpose of continued education in a related field to his/her employment.

20.2: An employee who takes an unpaid leave of absence under the provisions of the Family and Medical Leave Act except for his/her own work-related injury or illness 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 weeks of accrued paid leave shall use that leave before using up to ten weeks of unpaid leave under the Family and Medical Leave Act.

An employee who takes a leave of absence under the provisions of the Family and Medical Leave Act, due to his/her own work-related injury or illness, may elect not to supplement his/her worker's compensation benefits with his/her accrued paid leave time.

ARTICLE 21
SICK LEAVE

21.1: Subject to 21.6, 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.

21.2: Sick Leave in Line of Duty.

- 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 the Workers' Compensation Act benefits and the employee's base wage, not to exceed 800 working hours from the date of each injury or illness. After eight hundred (800) working hours, if the employee is still eligible for sick leave, he/she may supplement the Workers' Compensation benefits with accumulated overtime, sick leave, and vacation leave, in that order. Such sum or sums of money sufficient when added to his/her Workers' Compensation benefits shall be equal to his/her full wage at the time of his/her injury. A re-injury or illness which occurs at work, after the employee returns to unrestricted duty or light duty in which the employee is not at fault, will start a new eight hundred (800) working hour period.
- C. When all such times shall be exhausted, the City shall carry the employee at his/her full wage and the City Council shall, at this time, in conjunction with the City Physician and Department Head, review such disability case. At such time, or after twelve (12) months or if the disability appears to be permanent and that the employee will not be able to return to work the case will 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 Police 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 21.2 (A). In cases of dispute between the employee's physician and the City physician, the City and Police 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 prisoners, etc.). Employees will not be assigned to work outside the station or to duties that may result in physical confrontation.

21.3: 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 only parents, grandparents, children, brothers, sisters and spouse of the employee and any other persons who are normally members of employee's household. Such leave shall not to exceed forty (40) working hours 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, transferred to another department without break in service or returning from an authorized leave of absence.
- D. Sick leave shall accumulate from the date of employment and may be allowed to be taken by the appointing authority after the completion of six (6) months of satisfactory service.
- E. An employee on sick leave shall notify his/her immediate supervisor prior to his/her tour of duty, at least one hour before, the first day and at least two hours before every day thereafter in a continuing type illness. If the illness is of a serious type and the employee will be off for an extended length of time, over five (5) days, then he/she need not call in every day but he/she must notify the Department Head at least 24 hours prior to his/her return to duty.

- F. Whenever the personnel department or appointing authority has reason to believe that sick leave is being abused or misused, the appointing authority shall investigate and report the results of such investigation to the personnel department.
- G. If the City Council determines that employee is abusing his/her sick leave benefit, such employee shall be subject to the penalties provided as follows:
 - 1. For an abuse of sick leave, the City Council may order the accumulation of sick leave to cease for a period of up to twelve (12) months, or
 - 2. The City Council may order a reduction of the accumulation credited to said employee of up to ninety-six (96) hours.
 - 3. Any moneys paid for sick leave in violation of its uses shall be ordered reimbursed or deducted from future earnings, and continued or flagrant violation of sick leave privileges shall be grounds for dismissal.
- H. When sick leave taken, amounts to less than a full working day, one-half (½) sick leave day may be charged at the discretion of the personnel department.
- I. The employee may be required by his/her department supervisor or the City Council to produce evidence in the form of 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 may instruct the employee who has been absent for forty (40) or more consecutive work hours to be re-examined by the City Physician who may determine whether or not the employee is able to return to full duty, limited duty or not able to return to work.
- J. Employees must keep one hundred fifty (150) hours of sick time in their sick accrual balance to be eligible to work any voluntary overtime.
- K. If an employee uses any sick time during a pay period, he will be ineligible for overtime during the current and subsequent pay period. This provision will not apply to employees who maintain a sick time balance of two hundred eighty-eight (288) hours.

21.4: Family and Medical Leave. The City shall comply with State and Federal laws as to pregnancy disability and family leave for employees, subject to the provisions of Article 20, Section 2 (20.2).

21.5: Paid Sick Leave – All Members

- A. Subject to Section B, when an employee leaves the service of the City through retirement or death, he/she shall receive payment for one-half (½) 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. 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 divided by 2080 hours times the number of hours divided by two.
(Not to exceed three hundred sixty (360) hours).

21.6: 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.

21.7: Sick leave shall cease to accrue after one year for an employee who has been on a leave of absence due to a work-related injury, if the employee elects not to supplement his worker’s compensation benefits as specified in this Article. If the employee elects to supplement his worker’s compensation benefits, sick leave shall continue to accrue for the duration of the leave of absence. Sick leave shall cease to accrue for all other leaves in any month in which the employee receives no compensation from the City.

21.8: Compensation for purposes of continued Employer paid health insurance is defined as any payment for actual hours worked, sick time used, vacation time used, or worker’s compensation benefits received. Bargaining unit members can donate benefit time to an officer eligible and receiving disability insurance benefits pursuant to the collective bargaining agreement.

ARTICLE 22
VACATION LEAVE

22.1: Vacation leave shall be accumulated as follows:

Members hired prior to 02/01/99:

Start to 3 years	128 hours
3+ Years to 10 Years	160 hours
10+ Years to 15 Years	192 hours
15+ Years to 20 Years	208 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 be on vacation leave off each platoon as long as it does not create an overtime situation.
- I. Vacation leave may be taken in one hour increments.
- J. If an employee who has vacation leave approved for one week or more is transferred to another assignment, the previously approved vacation leave shall be granted regardless if an overtime situation exists.
- K. Vacation shall cease to accrue after one year for an employee who has been on a leave of absence due to a work-related injury, if the employee elects not to supplement his worker's compensation benefits as specified in Article 20. If the employee elects to supplement his worker's compensation benefits, vacation shall continue to accrue for the duration of the leave of absence. Vacation shall cease to accrue for all other leaves in any month in which the employee receives no compensation from the City.

22.3: Bonus Vacation. Employees shall be eligible for bonus vacation days based on their prior calendar year sick time experience.

0 Sick Hours Used	48 Vacation hours
8 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	8 Vacation hours
48 Sick Hours Used	0 Vacation hours

Subsequent computations shall be based on the prior year's experience and shall be pro-rated (on an annual basis) for new employees.

22.4: Personal Leave Days. Twenty-four (24) hours personal leave time, non-accumulative, may be taken per fiscal year. One personal leave day shall be granted regardless if an overtime situation is created.

ARTICLE 23 FUNERAL LEAVE

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

- A. Such time off must be taken during the period of the date of death and the day of the funeral.
- B. Funeral leave shall not be extended beyond the day of the funeral due to the leave day falling within the allotted time off.
- C. 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.

23.2: Leave requests beyond the above provisions shall be requested through the appointing authority.

ARTICLE 24
HOLIDAY PAY

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

24.2: Holiday pay shall be paid the first Friday in October for 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. Holiday pay shall be paid in a separate check from the gun/uniform allowance, but shall be paid on the same day as the gun/uniform allowance.

24.3: Holiday pay will be calculated at 5.30% of the employee's current base pay.

ARTICLE 25
GUN ALLOWANCE

25.1: An annual gun allowance of three hundred sixty-five (\$365.00) dollars will be postpaid as follows: (except for equipment breakdowns and emergencies as determined by the Finance Department. The Finance Department shall notify the City Treasurer). Payment shall be made in the same check as the October uniform allowance.

25.2: One hundred eighty-two and 50/100 (\$182.50) in the first Friday of the new fiscal year in October of each year. One hundred eighty-two and 50/100 (\$182.50) in the first week of April of each year.

25.3: 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.

25.4: The postpaid fringe is prorated when an employee comes into service and is also prorated when an employee terminates service.

ARTICLE 26
UNIFORM ALLOWANCE

26.1: An annual uniform allowance of \$1,100.00 will be prepaid in equal amounts in the first Friday of the new fiscal year in October and the first week of April (except for equipment breakdowns and emergencies, as determined by the Finance Department. The Finance Department shall notify the City Treasurer).

26.2: When an employee commences employment, a uniform allowance shall be computed and prepaid to him/her. When an employee is separated from the service for any reason, the uniform allowance shall be prorated and the prepaid unearned amount deducted from severance pay.

ARTICLE 27
HEALTH INSURANCE

27.1: All employees will have the choice of the group health insurance described in Attachment D through H (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 E) 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 G)

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

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

27.2: Double Coverage/Opt Out Program

- 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. The insurance provided in Section 27.4 shall be available to eligible employees who retire 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 employees' coverage under his/her spouse be terminated, the employee, upon notification to the City, will be immediately placed upon the City health care coverage and the post-paid allowance will be discontinued.
- D. If an employee who is not participating in the City's health dental, or vision care plan and is receiving \$400/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 healthcare provider. This employee must submit 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 27.1 will only be allowed during the annual reopening period except for the initial conversion to the plan in Section 27.3(B).

27.3: Hospital (Medical) Insurance for Retirees.

- 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:	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. 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 benefits earned to date.

Disability cases considered as likely to be permanent shall be referred to the City Administrator for consideration and appropriate action. The Director, 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 I)
2. Blue Care Network (HMO), and a \$15/30 Co-Pay Drug Rider (See Attachment J)

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 K). The provisions of Section 27.4(C) (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.

27.4: Retiree health care coverage is subject to the following:

- 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 the insurance coverage provided by the City.
- C. 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.

27.5: 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.

27.6: 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.

27.7: 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.

27.8: 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.

27.9: Patrol Officers hired after January 31, 1996, shall be eligible for health insurance as described in Sections 27.1, 27.2, and 27.3 after two (2) months of continuous service. Patrol Officers may elect to pay the premium for health insurance for themselves and/or their families during the two (2) month waiting period.

27.10: 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 28
LIFE INSURANCE

28.1: The City will provide and bear the cost of life insurance for regular classified employees in the amount of Forty Thousand dollars (\$40,000.00) with an accidental death and dismemberment rider.

28.2: 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) dollars.

ARTICLE 29
LONG TERM DISABILITY

29.1: The City will provide and bear the cost of Long Term Disability Insurance for regular classified employees as described in Attachment L. Coverage shall be provided by a carrier of the City's choice or by self-insurance.

29.2: 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%, respectively.

29.3: 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.

29.4: 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, except when a waiver of premium is in effect.

ARTICLE 30 DEATH BENEFIT

30.1: If an employee is killed or dies from injuries incurred in the line of duty, the next of kin (as defined in workers' compensation) shall receive twenty-six (26) bi-weekly pays at the deceased's rate at time of death, but no fringes.

ARTICLE 31 MISCELLANEOUS WORKING CONDITIONS

31.1: Members shall be allowed to exchange shifts and days off with the approval of their 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.

31.2: Any member, directed to attend training sessions or schools benefiting both the City and the member, shall be considered as attending his normal tour of duty while attending or traveling to and from these sessions. The City shall pay the 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 when necessary but not at home costs. Upon completion of accredited college courses a permanent record of same shall be placed in the member's service file.

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

31.4: 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.

31.5: Step-Up Pay. An employee working in a classification above his/her own will be compensated at the higher rate starting with the second consecutive tour of duty. For the purpose of training in this higher classification the member may waive the payment of step-up pay. This waiver

will remain in effect for up to one year for training in this higher classification and then may be extended if needed by the member involved.

31.6: The City shall establish and maintain a petty cash account from which officers may get cash advances necessary for the performance of their duties. All such advances shall be approved by the Chief of the Police Department or his designee.

31.7: The City will continue to provide legal counsel and indemnify officers arising out of lawsuits covered by the Municipal Liability Coverage in effect at the time the incident occurred. A copy of said insurance policy shall be furnished to the Union. The City agrees to pay any claims, suits, or judgments which may arise out of such actions.

31.8: Employees assigned to jury duty on a regularly scheduled work day will receive their full wages and benefits, provided they turn the juror's fee over to the City. Employees' attendance at jury duty shall be considered their work day. No overtime will be paid unless required by Article 19 (hours spent in jury duty shall not be considered hours worked for purposes of computing overtime).

31.9: Employees shall be given performance evaluations by their immediate supervisors and the Chief of Police or his designee on a semi-annual basis. Employees shall be given a copy of the evaluations.

31.10: In-house assignments (Traffic, Detective Bureau, Special Operations, etc.) will be for a term of four (4) years. Assignment to the Canine Operations will be for the service term of the assigned canine. External assignments (DRANO, CHIEFS, DEA, etc.) will be for a two (2) year term with an optional third (3rd) year based on approval by Police Administration. Employees must return to the patrol division for a minimum of one (1) year at which time they will be eligible for a new assignment. These terms will be valid for any new employees assigned after the ratification of this contract.

31.11: 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.

ARTICLE 32 HEALTH AND SAFETY

32.1: 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, and if the equipment is found to be in such condition, the vehicle shall be immediately taken out of service.

32.2: All marked and semi-marked patrol vehicles shall have a safety screen installed between the front and rear seats. New patrol vehicles put into service will also have a transparent solid barrier between the front and rear seats.

32.3: Prisoner Transport. There will be no changes in the current prisoner transport policy without mutual consent.

ARTICLE 33
INTERROGATION AND DISCIPLINARY PROCEDURE

33.1: Whenever a member of the bargaining unit is under investigation, or subject to examination 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, preferably 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, an officer 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, as well as the rank, name and command of the officer who is conducting the interrogation 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 shall be provided along with a copy of the citizen complaint form. If it is known that a member of the department is being interrogated as a witness only, he or she shall be so advised.
5. In all cases wherein a member is to be interrogated concerning an alleged violation of the department rules and regulations which, if proven, may result in his/her dismissal from the service or the infliction other disciplinary punishment upon him/her, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with a Police Officers Association of Michigan representative before being interrogated.
6. The representative may be present during this interrogation, but 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 Police Officers Association of Michigan representation up to 1:00 P.M. of the day following the notification of interrogation. (Excluding Saturday, Sunday and Holidays).

7. 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.
8. The member shall not be subjected 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.
 - A. The refusal by a member of the department to answer pertinent questions concerning any non-criminal matter may result in disciplinary action.
 - B. The procedural requirements spelled out are not applicable in circumstances relating to ordinary supervisory inquiries into the official duties and responsibilities of members.
9. The complete interrogation of the member shall be recorded mechanically or by a stenographer. There will be no "off-the-record" questions 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.
10. If a member is under arrest or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be advised of his/her constitutional rights.
11. No member of the bargaining unit shall be required to take a polygraph examination. However, an employee may voluntarily request to take a polygraph examination or may voluntarily agree to participate in a polygraph examination.
12. In the event the Police Officers Association of Michigan concludes that a member was unjustly disciplined or dismissed, it may, within ten (10) calendar days after receipt of the judgment, appeal said judgment through the grievance procedure, starting at Paragraph 10.1, Step 3.
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 the current information as to the status of said investigation upon request, and notified in writing upon completion.
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).

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 | 2 years from date of offense |
| b) | written reprimand | 3 years from date of offense |
| c) | suspension | Indefinitely |

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

ARTICLE 34
PENSION

- 34.1: It is mutually agreed that pension benefits is a recognized subject of bargaining.

Pension Ordinance Chapter 31, Amended, is hereby adopted by reference and made part of this contract.

1. 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 City's physician the City and Union will select a third physician for final review and determination.

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.

2. The City reserves the right to offer to employees an early retirement and waive, maintain or alter the 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.
3. The City agrees to allow retirement on a voluntary basis at twenty-five (25) years of credited service without regard to age, of age fifty-five (55) with ten (10) or more years of credited service.
4. City shall become a reciprocal Community under Act 88, Public Acts of 1961, as amended, the Reciprocal Retirement Act.
5. City shall offer a pension provision typically called the "Pop-up Provision". This provision allows for the pension benefit under options 2 or 3 "pop-up" to the straight life benefit in the event of the death of, or divorce from, the beneficiary.

6. 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.

7. The definition of final average compensation is as follows:

For police patrol members hired after 10/01/82, "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 8 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%. For police patrol members active on 10/01/82, the final average compensation is unchanged.

Subject to section 2-229, police patrol 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, or 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. Maximum benefit is 75% of final average compensation. Members will make pretax contributions of 5% from all income included in the final average compensation.

8. 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.

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.

9. 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.
10. The Union's representative to the Retirement Commission shall receive his/her regular hourly wage for all time spent attending Retirement Commission meetings which are held in City Hall; provided the representative was scheduled to be on-duty during the Retirement Commission meeting.

The Union's representative to the Retirement Commission shall receive his/her regular hourly wage while in attendance at an out-of-town MAPERS seminar approved by the

Retirement Commission, provided the representative was scheduled to be on-duty during the seminar. 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 year.

Time paid under this section shall be considered time worked for purposes of calculating the representative's entitlement for overtime compensation.

11. All new hires hired on or after February 1, 1999, shall not be covered by the City's Defined Benefit program. These employees shall be enrolled in a Defined Contribution plan which shall be mutually selected by the City and the Union. 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%) base salary to the plan. Vesting in the plan shall occur after five years. Disability provisions under this plan will be provided utilizing the 401-Backstopping method. This method guarantees a disability benefit equal to the provisions outlined in the current Defined Benefit Plan.
12. 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 35 EDUCATION BENEFITS

35.1: The City shall pay up to five thousand dollars (\$5,000.00) annually (calendar year) for members of the bargaining unit who take courses in accordance with the City's Educational Assistance Program. Details regarding this program are described in Attachment M.

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

ARTICLE 36 DRUG TESTING

36.1: Purpose. The City of Wyandotte and the Union have established a drug free program covering members of the Police Department. The main focus of this program is to have employees with drug addiction volunteer for treatment and rehabilitation, and provide all employees with notice of the provisions of the Department drug testing program.

36.2: 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 Police Officer's physical and mental health, and thus, job performance.

Where Police Officers 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 has implemented a drug testing program to detect prohibited drug use by employees.

36.3: Definitions.

- A. Police Officer - Those sworn employees of the Department who are members of the Union and hold rank below Sergeant.
- B. Supervisor - Those sworn Police Officers holding a rank of Sergeant or above.
- C. Drug Test - The compulsory or voluntary production and submission of urine by a Police Officer 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 that would lead the reasonable person to suspect that the 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 or her medical history and any other relevant biomedical information.
- F. The City for Administrative purposes of this policy means City Administrator.

36.4: Procedure/Rules.

A. Prohibited Activity

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

1. No Police Officer shall illegally possess any controlled substance.
2. No Police Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
3. Any Police Officer who unintentionally ingests, or is made to ingest a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Police Officer's health and safety.
4. Discipline of Police Officers 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 Police Officer's drug test was positive, the Police Officer may be immediately relieved of duty pending a Department investigation at the discretion of the Police Chief or his designee.

B. Police Officer Drug Testing.

1. Police Officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:
2. The City and Union have agreed to a policy under which each Police Officer 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 three (3) days of the notice. If an employee chooses to be tested while on duty, he/she shall be compensated while taking the test. If an employee on the midnight shift is

tested while off duty, because the City's drug testing facility is closed while he/she is scheduled to be on duty, he/she shall receive credit of one hour of compensatory time at time and one half. An employee may choose to be tested at any time up to and including the third day after he/she is notified.

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 Police Officer to take a drug test upon documented probable cause that the Police Officer is or has been using drugs. A written summary of the facts and supporting order shall be made available to the Police Officer prior to the actual test. If such Police Officer'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 Police Officer 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 thereunder shall be subject to the frequency limitation found in Article 36.4 (B)(2), subsection 2 herein. Any Police Officer 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 Police Officer 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 change rehabilitation provision set forth in this policy for a period of three (3) years.
- C. 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.
- D. 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 outpatient 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 and/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.

E. Drug Testing Procedures.

1. The testing procedures and safeguards provided in this policy are 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 Police Officer 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 Police Officer to ascertain and document the recent use of any prescription or nonprescription 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.

Authorized testing personnel shall search the facility before a Police Officer enters it to produce a urine sample, and document that it is free of any foreign substance.

5. Where a Police Officer 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 Police Officer 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 Police Officer may allow a blood sample to be drawn. Reasonable amount 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 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 Police Officer 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.

F. 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 heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples of adequately trained in collection procedures.
5. Concentrations 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>	
(ng/ml)	
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:

Confirmatory Test Level

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

**Benzoylcegonine

+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. Police officers 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 Police Officer's personnel file upon the Police Officer's request.
8. Any Police Office who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

G. 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.

H. 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 Police Officer's job duties.

I. Procedures For Implementation Of The Last Chance Agreement

1. A Police Officer 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 change agreement, except for a Police Officer who had previously declined reasonable suspicion testing as provided in Section 4, B, 5.
2. Standard letter of conditions for continued employment (last change agreement) must be signed by Department and employee.
3. The Police Officer 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 change agreement.

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

4. The Police Officer 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 Police Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
6. The Police Officer 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 Police Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the Police Officer must submit to periodic urinalysis on a timetable as may be determined by the Chief.

9. The Police Officer shall be subject to the terms of this program for three (3) years after his/her return to work.
10. The Police Officer shall be subject in writing that the Police Officer will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Police Officer demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. A Police Office shall have 10 days to present such evidence to the Police and Fire Commission for its determination.
11. The Police Officer must be advised that the Police Officer is not obligated to sign the agreement and be advised he/she has the right to seek legal counsel of his/her choice and/or labor representative.

36.5: 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 Police Officer 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 Police Officer 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 Police Officer must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.
3. The Police Officer 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 Police Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.

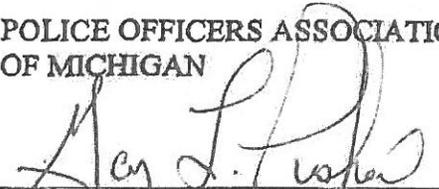
The rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source shall be paid for by the employee, subject to the City provided insurance program, provided if an employee's insurance coverage would terminate under the City's policies while an employee 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 Police Officer must submit to a periodic urinalysis on a timetable as may be determined by the Chief.
6. Upon clearance by the medical facility designated by the City, _____ shall be returned to the Police Department as a _____.
7. Upon reinstatement the Police Officer shall be subject to the procedures as outline in IV, J, of the Wyandotte Police Department Drug Free Work Place Regulation.

ARTICLE 37
EXECUTION

In witness whereof, the parties have executed this Agreement by their duly authorized representatives effective as of the day and year written below.

**POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

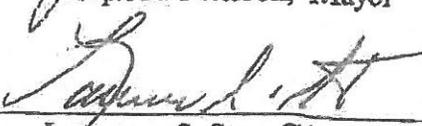


Gary Pushee
Business Agent

CITY OF WYANDOTTE

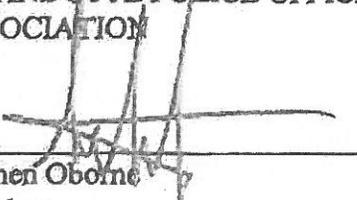


Joseph R. Peterson, Mayor



Lawrence S. Stec, City Clerk

**WYANDOTTE POLICE OFFICERS
ASSOCIATION**



Stephen Osborne
President



Jay Sharpes
Vice President

April 19, 2016

Date

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 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, _____ releases the City and Union from all liability and claims he/she may have had or now has with respect to his employment with the City of Wyandotte whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, of under the collective bargaining agreement between the City of Wyandotte and the Local Union.
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 Police Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this last change 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 _____.

ATTACHMENT "A" WAGE SCHEDULE

Patrol Rates as of
 January 1, 2016 to December 31, 2016
 3.50%

		START	6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Patrol Officer	Annual (2184)	\$ 45,645.60	\$ 47,480.16	\$ 51,040.08	\$ 54,687.36	\$ 58,334.64	\$ 61,872.72
	Annual (2080)	\$ 42,723.20	\$ 44,636.80	\$ 48,172.80	\$ 51,771.20	\$ 55,328.00	\$ 58,988.80
	84 Bi-Weekly Rate	\$ 1,755.60	\$ 1,826.16	\$ 1,963.08	\$ 2,103.36	\$ 2,243.64	\$ 2,379.72
	80 Bi-Weekly Rate	\$ 1,643.20	\$ 1,716.80	\$ 1,852.80	\$ 1,991.20	\$ 2,128.00	\$ 2,268.80
	Hourly Rate (2184)	\$ 20.90	\$ 21.74	\$ 23.37	\$ 25.04	\$ 26.71	\$ 28.33
	Hourly Rate (2080)	\$ 20.54	\$ 21.46	\$ 23.16	\$ 24.89	\$ 26.60	\$ 28.36

		START
Detective	Annual (2184)	\$ 67,966.08
	Annual (2080)	\$ 64,667.20
	84 Hourly Rate	\$ 2,614.08
	80 Hourly Rate	\$ 2,487.20
	Hourly Rate (2184)	\$ 31.12
	Hourly Rate (2080)	\$ 31.09

**Patrol Rates as of
 January 1, 2017 to December 31, 2017
 3.50%**

		START	6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Patrol Officer	Annual (2184)	\$ 47,261.76	\$ 49,140.00	\$ 52,830.96	\$ 56,609.28	\$ 60,387.60	\$ 64,056.72
	Annual (2080)	\$ 44,220.80	\$ 46,217.60	\$ 49,857.60	\$ 53,601.60	\$ 57,283.20	\$ 61,068.80
	84 Bi-Weekly Rate	\$ 1,817.76	\$ 1,890.00	\$ 2,031.96	\$ 2,177.28	\$ 2,322.60	\$ 2,463.72
	80 Bi-Weekly Rate	\$ 1,700.80	\$ 1,777.60	\$ 1,917.60	\$ 2,061.60	\$ 2,203.20	\$ 2,348.80
	Hourly Rate (2184)	\$ 21.64	\$ 22.50	\$ 24.19	\$ 25.92	\$ 27.65	\$ 29.33
	Hourly Rate (2080)	\$ 21.26	\$ 22.22	\$ 23.97	\$ 25.77	\$ 27.54	\$ 29.36

		START
Detective	Annual (2184)	\$ 70,346.64
	Annual (2080)	\$ 66,934.40
	84 Hourly Rate	\$ 2,705.64
	80 Hourly Rate	\$ 2,574.40
	Hourly Rate (2184)	\$ 32.21
	Hourly Rate (2080)	\$ 32.18

**Patrol Rates as of
 January 1, 2018 to December 31, 2020
 1.00%**

		START	6 MONTHS	1ST YEAR	2ND YEAR	3RD YEAR	4TH YEAR
Patrol Officer	Annual (2184)	\$ 47,742.24	\$ 49,642.32	\$ 53,376.96	\$ 57,177.12	\$ 60,999.12	\$ 64,711.92
	Annual (2080)	\$ 44,678.40	\$ 46,696.00	\$ 50,356.80	\$ 54,142.40	\$ 57,865.60	\$ 61,692.80
	84 Bi-Weekly Rate	\$ 1,836.24	\$ 1,909.32	\$ 2,052.96	\$ 2,199.12	\$ 2,346.12	\$ 2,488.92
	80 Bi-Weekly Rate	\$ 1,718.40	\$ 1,796.00	\$ 1,936.80	\$ 2,082.40	\$ 2,225.60	\$ 2,372.80
	Hourly Rate (2184)	\$ 21.86	\$ 22.73	\$ 24.44	\$ 26.18	\$ 27.93	\$ 29.63
	Hourly Rate (2080)	\$ 21.48	\$ 22.45	\$ 24.21	\$ 26.03	\$ 27.82	\$ 29.66

		START
Detective	Annual (2184)	\$ 71,067.36
	Annual (2080)	\$ 67,620.80
	84 Hourly Rate	\$ 2,733.36
	80 Hourly Rate	\$ 2,600.80
	Hourly Rate (2184)	\$ 32.54
	Hourly Rate (2080)	\$ 32.51

ATTACHMENT "B"

POLICE OFFICER

GENERAL STATEMENT OF DUTIES: Perform general duty police work in the protection of life and property through the enforcement of laws and ordinances; does related work as required.

DISTINGUISHING FEATURES OF The CLASS: This is general duty police work consisting of routine patrol work in an assigned area, preliminary investigation and miscellaneous duties incidental thereto performed in accordance with departmental rules and regulations. A senior officer regularly checks the work and gives specific instructions and assistance when special problems arise, although a Police Officer is required to exercise initiative and discretion when faced with emergency conditions. The work involves an element of personal danger. A Police Officer may be assigned to make plainclothes investigations.

EXAMPLES OF WORK (Illustrative Only):

Enforces the laws and ordinances of the City and all other pertinent laws;
Patrols an assigned area during a specific period in motorized police equipment or on foot;
Checks doors and windows and examines premises of unoccupied buildings or residences in order to detect any suspicious conditions;
Investigates suspicious conditions and complaints and makes arrests of persons who violate laws and ordinances; Accompanies prisoners to headquarters, jail or court and appears in court as arresting officer;
Testifies in court as required;
Directs traffic and either arrests or gives violation tickets to those who break traffic laws; Checks automobile parking in restricted areas and gives violation tickets when necessary; Works at desk and answers telephone, dispatches patrol cars, operates radio transmitter, maintains records, prepares reports and performs other clerical and administrative duties;
Attends fires or accidents in assigned area as directed, gives all possible assistance and prepares necessary reports; Maintains order in crowds and attends parades, funerals and other public gatherings;
Searches for stolen cars and wanted or missing persons;
Makes investigations and enforces City and State laws pertaining to juvenile offenders; Answers criminal complaints and takes necessary corrective action;
Gives advice and general information to the public;
Oversees custody and care of prisoners when assigned to jailor duty;
Prepares comprehensive reports of activities for review of superior officers; Acts for Police Sergeant in his absence as directed; Relief for Court Officer (when he/she is on vacation or off on other leave);
Check abandoned vehicles on the street; Parking enforcement.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES: Good social and general intelligence; ability to understand and carry out complex oral and written instructions; good knowledge of first aid

methods; good judgment; ability to drive an automobile; some skill in the use of firearms; good powers of observation and memory; excellent moral character; physical strength and agility, excellent physical condition.

ACCEPTABLE EXPERIENCE AND TRAINING: Completion of a standard high school course and High School Diploma from an accredited High School.

ATTACHMENT "C"

**WYANDOTTE POLICE DEPARTMENT
PERFORMANCE EVALUATION FORM**

EMPLOYEE: _____ From: _____ to _____
(Date) (Date)

WRITTEN COMMUNICATION SKILLS

Ability to clearly transmit information using proper written language and format including the proper use of grammar (e.g., reports, notes, etc.).

(5) **EXCEEDS EXPECTATIONS:** Written documents are consistently coherent, grammatically correct, in a logical sequence, and require no further explanation. Documents rarely require corrections.

(3) **MEETS EXPECTATIONS:** Written documents are complete, accurate, organized, and readable. Punctuation and grammar errors are infrequent. Documents require only occasional correction.

(0) **NEEDS IMPROVEMENT:** Written documents consistently lack clarity and often require correction due to poor spelling, punctuation, or failure to follow an appropriate format. Documents often lack neatness and are incomplete.

COMMENTS _____

ORAL COMMUNICATION SKILLS

Ability to listen and communicate thoughts and feelings clearly and concisely through spoken language.

(5) **EXCEEDS EXPECTATIONS:** Consistently demonstrates quality oral communication utilizing appropriate language. Fosters understanding by having an organized thought process. Body language (i.e., eye contact, gestures, facial expressions, etc.) demonstrates attentiveness when communicating to others as a receiver or sender of information. Has a relaxed, confident demeanor when addressing a superior, peer, subordinate, or the general public.

(3) **MEETS EXPECTATIONS:** Speaks clearly with superiors, peers, subordinates, and the general public so that information is readily understood. Listens well and gives proper responses. Keeps emotions under control and uses proper voice tone. Exhibits appropriate demeanor.

(0) **NEEDS IMPROVEMENT:** Seldom speaks in a clear and concise manner. Oral communication often lacks clarity and/or accuracy in expression of thought. Employs improper voice inflection and voice command (too soft or too loud). Body language exhibits lack of interest or attentiveness (i.e., looks away from speaker, does not respond to questions or makes inappropriate comments, has to have questions repeated, often interrupts speaker). Uses improper grammar and/or vocabulary.

COMMENTS _____

OFFICER SAFETY

Displays appropriate concern for his/her safety as well as the safety of fellow officers and others (i.e., suspects, victims, etc.).

(5) **EXCEEDS EXPECTATIONS:** Consistently follows sound safety practices utilizing safety equipment as designed. Recognizes potentially dangerous situations and takes proper steps to minimize or control it. Routinely searches and handcuffs when appropriate. Uses own initiative to back up other officers. Consistently moves to area of anticipated calls for service.

(3) **MEETS EXPECTATIONS:** Utilizes safety equipment and demonstrates good officer safety practices. Situations do not worsen due to officer's actions. Uses proper control techniques with suspects and prisoners. Provides back up for other officers.

(0) **NEEDS IMPROVEMENT:** Fail to recognize and/or respond to dangerous situations. Engages in behavior that endangers himself/herself or other people. Inconsistent use of safety

equipment and fails to follow common safety practices. Fails to back up other officers unless directed.

COMMENTS _____

RELIABILITY

Evaluation of officer's attendance, compliance with departmental rules and regulations, and the degree to which the officer can be relied upon to perform the job without close supervision.

(5) EXCEEDS EXPECTATIONS: Is consistently on time and properly prepared for assignments. Consistently adhere to rules, regulations, policies and procedures. Officer monitors own work to ensure quality, and requires little or no supervision.

(3) MEETS EXPECTATIONS: Officer is reliable and generally prepared for each assignment. Generally adheres to rules, regulations, policies and procedures. Completes assignments, requires only occasional supervision.

(0) NEEDS IMPROVEMENT: Officer is frequently tardy and not prepared for assignments. Fails to follow rules, regulations, policies and procedures. Requires frequent, close supervision to ensure acceptable completion of assignments.

COMMENTS _____

JOB KNOWLEDGE

Displays and maintains knowledge of departmental, criminal justice system, and law

enforcement rules, regulations and standard operating procedures.

(5) EXCEEDS EXPECTATIONS: Thoroughly familiar and compliant with department policies, rules and regulations. Thoroughly familiar and compliant with prosecutorial and law enforcement standard operating procedures. Thoroughly familiar with available resources and utilizes them appropriately. Thorough knowledge of law and applies it effectively.

(3) MEETS EXPECTATIONS: Is familiar and compliant with departmental policies, rules and regulations. Familiar and compliant with prosecutorial and law enforcement standard operating procedures. Familiar with available resources and generally utilizes them properly. General knowledge of law and applies it effectively.

(0) NEEDS IMPROVEMENT: Is unfamiliar with and/or does not comply with departmental policies, rules and regulations. Is unfamiliar and/or does not comply with prosecutorial or standard law enforcement operating procedures. Is unfamiliar with and/or fails to make use of available resources. Lacks knowledge of law and/or fails to apply it effectively.

COMMENTS _____

INTERPERSONAL SKILLS

Officer's ability to interact with persons in the community and with persons within the departmental environment.

(5) EXCEEDS EXPECTATIONS: Treats others as he/she would expect to be treated under routine, stressful or emergency situations. Actions and behavior create a climate of mutual trust. Extremely sensitive to the rights of all persons. Consistently handles situations with extreme tact and sensitivity. Discourages and diffuses rumors.

(3) MEETS EXPECTATIONS: Treats others with respect and dignity. Is courteous, approachable, and able to communicate effectively with all persons. Aware of the rights of all persons. Generally handles situations with tact and sensitivity. Does not promote or start rumors.

(0) NEEDS IMPROVEMENT: Fails to treat others with respect and dignity. Actions offends

the rights of others. Handles situations without tact, diplomacy, or sensitivity. Participates or promotes rumors to the detriment of the department.

COMMENTS _____

DECISION MAKING

Ability to make sound decisions in a timely manner, consistent with departmental policy, law and professional ethics, and with consideration for unique circumstances and the consequences of his/her decision.

(5) EXCEEDS EXPECTATIONS: When faced with routine, stressful, or difficult situations, consistently considers all pertinent data. Consistently makes the proper decision within his/her authority and is prepared and able to justify it.

(3) MEETS EXPECTATIONS: Decisions are routinely made with minimal supervision and within established guidelines. Reasonable consideration is given to the consequences and/or circumstances impacting decisions. Decisions are made in a timely manner. Justification of decisions reflects a logical thought process and common sense.

(0) NEEDS IMPROVEMENT: Decisions are often inappropriately deferred to other officers or supervisors. Decisions are not made in a timely manner. Fails to consider the consequences and/or circumstances impacting decisions. Decisions fall outside established guidelines. Unable to justify decisions.

COMMENTS _____

TIME MANAGEMENT

Ability to organize and plan work activities effectively, including the prioritization of task completion to meet schedules and deadlines.

(5) EXCEEDS EXPECTATIONS: Consistently formulates plans that maximize productivity and the effective use of time. Submits reports and documents without taking excessive time to complete. Consistently responds to the request of a supervisor in a timely fashion.

(3) MEETS EDXPECTATIONS: Generally formulates plan to use time effectively. Generally submits reports and documents without taking excessive time to complete. Generally responds to the request of a supervisor in a timely fashion.

(0) NEEDS IMPROVEMENT: Seldom plans for task or assignment. Has no system for organization of time or wastes time. Seldom submits reports or documents on time. Uses inappropriate amount of time to respond to the request of a supervisor.

COMMENTS _____

PROFESSIONAL CONDUCT

Promotes a positive image of department through proper professional appearance, demeanor, and by treating everyone fairly.

(5) EXCEEDS EXPECTATIONS: Consistently tactful, courteous, and fair with everyone. Consistently complies with departmental dress and grooming standards. Shows strong support for departmental goals through words and deeds. Works with a high level of enthusiasm and persistently strive to meet the highest professional standards.

(3) MEETS EXPECTATIONS: Generally tactful, courteous, and fair with everyone. Generally complies with departmental dress and grooming standards. Generally supports department's goals through words and deeds. Works with enthusiasm and strives to meet high professional standards.

(0) NEEDS IMPROVEMENT: Seldom tactful, courteous, or fair with members of the public. Seldom complies with departmental dress and grooming standards. Shows little support for department goals through words and deeds. Demonstrates a lack of enthusiasm and does not strive to meet high professional standards.

COMMENTS _____

INITIATIVE

Independently stays busy with meaningful activity. Seeks and completes additional tasks and assignments.

(5) EXCEEDS EXPECTATIONS: Actively seeks and accepts additional assignments. Consistently willing to take on extra duties to ensure the success of the work unit. Seldom requires supervision and demonstrates a remarkable ability to proceed with the assignment without the need for detailed explanations. Consistently presents well-conceived, innovative ideas to improve work unit operations. Consistently busies self with meaningful activity.

(3) MEETS EXPECTATIONS: Generally proceeds with assignments without the need for detailed explanations or close supervision. When assigned special tasks, proceeds without hesitation and generally does a good job. Presents appropriate, well-conceived ideas to improve work unit operations. Generally busies self with meaningful activity.

(0) NEEDS IMPROVEMENT: Requires close supervision to ensure tasks are completed. Requires detailed explanations for proper completion of assignments. Fails to proceed on assignments, or has to be prodded into action. Does not seek extra assignments or accepts them grudgingly. Does not present ideas to improve work unit operations. Fails to busy self with meaningful activity.

COMMENTS _____

SELF-INITIATED ENFORCEMENT ACTIVITY

Employee strives to effectively and fairly enforce the laws of the State of Michigan, the motor vehicle code, and our local ordinances through the issuance of traffic citations, parking violations, and the arrest of those who have violated the law or are wanted on outstanding warrants.

(5) EXCEEDS EXPECTATIONS: Works hard in self-initiated enforcement activity and consistently attains levels of performance above the average in most or all categories of this rating area.

(3) MEETS EXPECTATIONS: Employee attains an average level in all or most categories of self-initiated enforcement activity.

(0) NEEDS IMPROVEMENT: Employee does not attempt to meet the average level of performance in enforcement activity and is frequently below those levels in all or most categories.

COMMENTS _____

SELF-INITIATED SERVICE ACTIVITY

The employee strives to provide quality service to the public by actively assisting motorists in need, making public contacts with our residents and business owners/employees, issuing warnings for violations of the law, and by conducting crime prevention checks of residential homes and businesses.

(5) Works hard in self-initiated service activity and consistently attains levels of performance above the average in most or all levels of the rating area.

(3) Employee attains and average level of performance in service activity in most or all areas of this rating area.

(0) Employee does not attempt to meet the average level of performance in service activity and is frequently below those levels in all or most categories.

COMMENTS _____

SUPERVISORY CRITERIA

JUDGMENT/DECISION MAKING

Ability of supervisor to demonstrate a practical exercise of authority and responsibility. Ability to exhibit firmness and fairness in judgment affecting employees. Ability to use sound judgment, following departmental policies and procedures in making decisions. Ability to make sound decisions in a timely manner.

(5) EXCEEDS EXPECTATIONS: Consistently uses sound judgment and makes timely decisions following department policies and procedures. Decisions are not delayed or passed along for others to make. Decisions are consistently made with the best interest of the department and its officers in mind.

(3) MEETS EXPECTATIONS: Generally uses sound judgment and makes timely decisions following departmental policies and procedures. Generally, decisions are not delayed or passed along for others to make. Decisions are generally made with the best interest of the department and its officers in mind.

(0) NEEDS IMPROVEMENT: Decisions lack sound judgment. Decisions are not timely and/or do not follow department policies and procedures. Decisions are delayed or are passed along for others to make. Decisions are not in the best interest of the department or its officers.

COMMENTS _____

EVALUATING OFFICERS

Ability to demonstrate a good balance of constructive criticism and praise. Ability to evaluate accurately, fairly, and objectively.

(5) EXCEEDS EXPECTATIONS: Consistently uses all information available for an honest, fair, and objective evaluation. Consistently substantiates performance evaluation with relevant written comments. The performance evaluation review session is clear, concise, and easily understood by the officer, with excellent two way communication. The performance evaluation process is consistently a positive experience toward officer development.

(3) MEETS EXPECTATIONS: Generally uses all available information for an honest, fair and objective evaluation. Generally substantiates performance evaluation with relevant written comments. Two way communication is used in the performance evaluation review session. Generally makes the performance evaluation process a positive experience towards officer development.

(0) NEEDS IMPROVEMENT: Does not use all available information for an honest, fair, and objective evaluation. Fails to substantiate performance evaluation with relevant written comments. Does not facilitate two way communication in the performance evaluation review session. Evaluation shows more concern for being popular, or not wanting conflict, than being objective. Approach to performance evaluation process does not promote officer development and lacks a balance of constructive criticism and praise.

COMMENTS _____

LEADERSHIP

Ability to lead by example and encourage officers to work as a team. Ability to create an

atmosphere in which officer attitudes are optimistic and positive. Ability to provide appropriate feedback to officers.

(5) EXCEEDS EXPECTATIONS: Consistently leads officers by setting an excellent example. Consistently promotes officers to do their best and work as a team. Promotes an optimistic and positive attitude in officers. Consistently provides appropriate feedback to officers.

(3) MEETS EXPECTATIONS: Sets a good example for officers to follow. Encourages officers to do their best and to work as a team. Encourages a positive attitude in officers. Generally provides appropriate feedback to officers.

(0) NEEDS IMPROVEMENT: Sets a poor example for officers. Does not encourage officers to do their best or to work as a team. Does not encourage a positive attitude. Seldom provides appropriate feedback to officers.

COMMENTS _____

ADDITIONAL COMMENTS *(reference by item #)*

CAREER GOALS/TRAINING CONSIDERATIONS

ACTION PLAN

Officer's Signature

Date

Evaluator's Signature

Date

Second Evaluator's Signature (If applicable)

Date

Approved By: Chief of Police/Inspector

Date

COPY PROVIDED TO OFFICER YES _____ NO _____
Written Notice: yes _____ no _____ (date: _____)



CITY OF WYANDOTTE ACTIVE
007006086 0012 (64014 664)
PPO PLAN 3

11-11-14

CITY OF WYANDOTTE
64014664
0070060860012 - 0432T
Effective Date: 03/01/2014

The information contained herein provides a general summary of your group's health care benefits. It is not a contract. This summary may not reflect additional limitations or exclusions that apply to covered services or the most recent updates to BCBSM certificates, riders, plan modifications and/or changes that your group may be making to your coverage. For a complete description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificates and riders. You can also contact your health care administrator or call the customer service phone number printed on the back of your ID card if you have additional questions regarding your health care benefits.

Note: To be eligible for coverage, the following services require your provider to obtain approval before they are provided - select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

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.

Eligibility Information

Member

Dependents

Eligibility Criteria

- Subscriber's legal spouse
- **Dependent children:** related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage until the end of the year in which they turn age 26

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. 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.

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	\$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. \$60 copay for emergency room visits
Flat dollar copays	<ul style="list-style-type: none"> • \$10 copay for office visits and office consultations • \$50 copay for emergency room visits 	
Coinsurance amounts (percent copays)	<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 abuse 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 abuse treatment • 40% of approved amount for most other covered services
Note: Coinsurance amounts apply once the deductible has been met.		
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	\$1,000 for one member \$2,000 for two or more members each calendar year	\$3,000 for one member \$6,000 for two or more members each calendar year Note: Out-of-network cost-sharing amounts also apply toward the In-network out-of-pocket maximum
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 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)	60% 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)	60% after out-of-network deductible

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
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
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. One per member per calendar year	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.
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. One per member per calendar year	60% after out-of-network deductible

Physician office services

Benefits	In-Network	Out-of-Network
Office visits - must be medically necessary	\$10 copay for office visit	60% after out-of-network deductible
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 for office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	\$10 copay for office 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	60% 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 visit	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Delivery and nursery care	60% after in-network deductible	60% 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	80% after in-network deductible	60% after out-of-network deductible
Note: Nonemergency services must be rendered in a participating hospital		Unlimited days
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	80% after out-of-network deductible

Alternatives to hospital care

Benefits	In-Network	Out-of-Network
Skilled nursing care and related physician services - must be in a participating skilled nursing facility	80% after in-network deductible	60% after in-network deductible
Hospice care	Limited to a maximum of 120 days per member per calendar year. 100% (no deductible or copay/coinsurance)	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 	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) 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 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

Benefits	In-Network	Out-of-Network
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males.	80% after In-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see "Preventive care services."		
Elective abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants

Benefits	In-Network	Out-of-Network
Specified human organ transplants - in designated facilities only 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 - must be coordinated through the BCBSM Human Organ Transplant Program (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

Mental health care and substance abuse treatment

Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders.

This means when these services are performed by an in-network provider, you will be responsible for your annual In-network deductible and you will be responsible for the member copay that applies to office visits. However, when these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of-network services.

Benefits	In-Network	Out-of-Network
Inpatient mental health care	80% after In-network deductible	60% after out-of-network deductible
Inpatient substance abuse treatment	80% after In-network deductible	Unlimited days 60% after out-of-network deductible
Outpatient mental health care:	80% after in-network deductible	Unlimited days 80% after in-network deductible - in participating facilities only
• Facility and clinic	80% after in-network deductible	60% after out-of-network deductible
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance abuse 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 limited to a maximum of 25 hours of direct line therapy per week per member, through age 18	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. ABA and AAEC services are not available outside of Michigan.		
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 limited to the same annual combined limit as for physical, speech and occupational therapy for other diagnoses	
Other covered services, including mental health services, for autism spectrum disorder	80% after in-network deductible	80% after out-of-network deductible

Other covered services		
Benefits	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP)	80% after in-network deductible 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)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy		60% after out-of-network deductible
	Limited to a combined maximum of 24 visits per member per calendar year for chiropractic and osteopathic manipulative therapy.	
Outpatient physical, speech and occupational therapy - 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 (visits are combined with therapies for autism spectrum disorder)	
Durable medical equipment	80% after in-network deductible	60% after in-network deductible
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	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible
Contraceptive Devices	Not Covered	Not covered
Prescription drugs	Not covered	Not covered

BLUE CARE NETWORK
 ACTIVE

Benefits At A Glance

BCN5

00129760/0003 City of Wyandotte HMO

Deductible, Copays and Dollar Maximums

Deductible	None
Fixed Copay:	\$0 for allergy injections
	\$0 for office visits
	\$0 for urgent care visits
	\$0 for emergency room visits
	\$0 for referral physician visits
Coinsurance	50% for selected services as noted below
Copay Dollar Maximums	
Fixed Dollar Copay Maximum	None
Coinsurance Maximum	None
Dollar Maximums	None

Preventive Services

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations - pediatric and adult	100%
Prostate Specific Antigen (PSA) Screening	100%

Mammography

Mammography Screening	100%
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Physician Office Services

Office Visits	100%
Consulting Specialist Care - when referred	100%

Emergency Medical Care

Hospital Emergency Room (copay waived if admitted, if applicable)	100%
Urgent Care Center	100%
Ambulance Services - medically necessary	100%, ground and air services

Diagnostic Services

Laboratory and Pathology Tests	100%
Diagnostic Tests and X-rays	100%
High Technology Radiology Imaging	100%
Radiation Therapy	100%

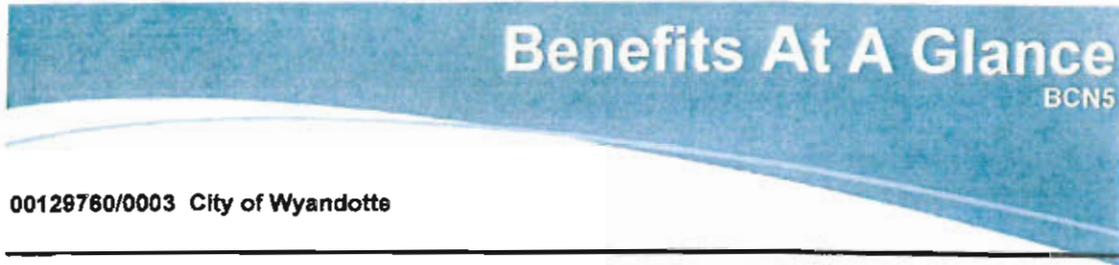
Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	100%
Delivery and Nursery Care	100% (for professional services. See Hospital Care for facility charges)

Benefits Selected - AS5,DME5,WERC,FP5,MHSAP0,WOC,P8,06,SN730

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00129760/0003 City of Wyandotte

Hospital Care

General Nursing Care, Hospital Services and Supplies	100%; unlimited days
Outpatient Surgery	100%

Alternatives to Hospital Care

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

Surgical Services

Surgery - included all related surgical services and anesthesia.	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	100% on all associated costs
Human Organ Transplants (subject to medical criteria)	100%
Reduction Mammoplasty (subject to medical criteria)	50%
Male Mastectomy (subject to medical criteria)	50%
Temporomandibular Joint Syndrome (subject to medical criteria)	50%
Orthognathic Surgery (subject to medical criteria)	50%

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	100% when authorized
Inpatient Substance Abuse	100% when authorized
Outpatient Mental Health Care	100%
Outpatient Substance Abuse	100%

Other Services

Allergy Testing and Therapy	100%; Office visit copay may apply per member per visit
Allergy Injections	100%
Chiropractic Spinal Manipulation - when referred	100%
Outpatient Physical, Speech and Occupational Therapy (60 consecutive days/episode)	100%, 80 consecutive days/episode
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs
Durable Medical Equipment	100%
Prosthetic and Orthotic Appliances	100%
Weight Reduction Procedures	100%
Prescription Drugs	Not Covered
Mail Order Prescription Drugs	Not Covered
Prescription Drug Deductible	None
Hearing Aid	Not Covered

Benefits Selected - AS5,DME6,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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Benefits At A Glance

BCN5

00129760/0003 City of Wyandotte

This is intended as an easy to read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Benefits Selected - AS6,DME5,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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CITY OF WYANDOTTE ACTIVE
007006086 0011 (64014 663)
PPO PLAN 1

11-11-14

City of Wyandotte
007006086-0011
Community BlueSM PPO LG – Medical Coverage
Benefits-at-a-Glance

Effective for groups on their plan year beginning on or after January 1, 2014

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/coinsurance. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten or any other plan documents your group uses, if your group is self-funded. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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: To be eligible for coverage, the following services require your provider to obtain approval **before** they are provided – select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

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 disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

In-network

Out-of-network *

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

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)	In-network	Out-of-network *
Deductibles	None	\$250 for one member \$600 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 • \$0 copay for chiropractic services and osteopathic manipulative therapy • \$50 copay for emergency room visits 	\$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 abuse treatment • 20% of approved amount for most other covered services

* 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.



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	In-network	Out-of-network *
Member's responsibility (deductibles, copays, coinsurance and dollar maximums), <i>continued</i>		
Annual out-of-pocket maximums – applies to deductibles, copays and coinsurance amounts for all covered services – including cost-sharing amounts for prescription drugs, if applicable	\$0 for one member \$0 for two or more members each calendar year	\$2,000 for one member \$4,000 for two or more members each calendar year <i>Note: Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.</i>
Lifetime dollar maximum	None	
Preventive care services		
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 <i>Note: Additional well-women visits may be allowed based on medical necessity.</i>	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year <i>Note: Additional well-women visits may be allowed based on medical necessity.</i>	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	Not covered	Not covered
Contraceptive injections	Not covered	Not covered
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/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
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) <i>Note: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance.</i>	80% after out-of-network deductible <i>Note: Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.</i>
	One per member per calendar year	

* 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.



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	In-network	Out-of-network *
Preventive care services, continued		
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		
Office visits – must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible
Outpatient and home medical care visits – must be medically necessary	100%	80% after out-of-network deductible
Office consultations – must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible
Urgent care visits – must be medically necessary	\$10 copay per office visit	80% after out-of-network deductible
Emergency medical care		
Hospital emergency room	\$50 copay per visit (copay waived if admitted or for an accidental injury)	\$50 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services – must be medically necessary	100% after in-network deductible	100% after in-network deductible
Diagnostic services		
Laboratory and pathology services	100%	80% after out-of-network deductible
Diagnostic tests and x-rays	100%	80% after out-of-network deductible
Therapeutic radiology	100%	80% after out-of-network deductible
Maternity services provided by a physician or certified nurse midwife		
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%	80% after out-of-network deductible
Hospital care		
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	100% after in-network deductible	80% after out-of-network deductible
Unlimited days		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible
Alternatives to hospital care		
Skilled nursing care – must be in a participating skilled nursing facility	100% after in-network deductible	100% 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: • must be medically necessary • must be provided by a participating home health care agency	100% after in-network deductible	100% after in-network deductible

* 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.



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	In-network	Out-of-network *
Alternatives to hospital care, continued		
Infusion therapy: • 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% after in-network deductible	100% after in-network deductible
Surgical services		
Surgery – includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Voluntary sterilization for males Note: For voluntary sterilizations for females, see "Preventive care services."	100% after in-network deductible	80% after out-of-network deductible
Elective abortions	100% after in-network deductible	80% after out-of-network deductible
Human organ transplants		
Specified human organ transplants – must be in a designated facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3604)	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 (1-800-242-3604)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials Note: BCBSM covers clinical trials in compliance with PPACA.	100% after in-network deductible	80% after out-of-network deductible
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible
Mental health care and substance abuse treatment		
Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders. This means when these services are performed by an in-network provider, you will have no in-network deductible. You will be responsible for the flat-dollar member copay that applies to office visits. When these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of-network services.		
Inpatient mental health care and inpatient substance abuse treatment	100% after in-network deductible	80% after out-of-network deductible Unlimited days
Outpatient mental health care:		
• Facility and clinic	100% after in-network deductible	100% after in-network deductible, in participating facilities only
• Physician's office	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance abuse treatment – in approved facilities only	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

* 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.



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	In-network	Out-of-network *
Autism spectrum disorders, diagnoses and treatment		
Applied behavioral analysis (ABA) treatment – when rendered by an approved board-certified behavioral analyst – is limited to a maximum of 25 hours of direct line therapy per week per member, through age 18 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. ABA and AAEC services are not available outside of Michigan.	100% after in-network deductible	100% after in-network deductible
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible Physical, speech and occupational therapy with an autism diagnosis is limited to the same annual combined limit as for physical, speech and occupational therapy for other diagnoses
Other covered services, including mental health services, for autism spectrum disorder	100% after in-network deductible	80% after out-of-network deductible
Other covered services		
Outpatient Diabetes Management Program (ODMP) 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.	100% after in-network deductible for diabetes medical supplies; 100% (no deductible or copay/coinsurance) for diabetes self-management training	80% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	\$0 copay per office visit Limited to a combined 24-visit maximum per member per calendar year	80% after out-of-network deductible
Outpatient physical, speech and occupational therapy – provided for rehabilitation	100% after in-network deductible	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 (visits are combined with therapies for autism spectrum disorder)
Durable medical equipment 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.	100% after in-network deductible	100% after in-network deductible
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% after in-network deductible

* 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.



**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 Plan Pays	Premier Dentist Plan Pays	Nonparticipating Dentist Plan Pays
Effective: May 1, 2011			
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.

BLUE CROSS BLUE
SHIELD-VISION

Vision Coverage

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

Member's responsibility (copays)

Benefits	Participating provider	Nonparticipating provider
Eye exam	\$5 copay	\$5 copay
Prescription glasses (lenses and/or frames)	A combined \$7.50 copay	No copay (Member responsible for difference between approved amount and provider's charge)
Medically necessary contact lenses	\$7.50 copay	No copay (Member responsible for difference between approved amount and provider's charge)

Eye exam

Benefits	Participating provider	Nonparticipating provider
	\$5 copay	75% of approved amount after \$5 copay (member responsible for any difference)
	Limited to one vision examination in any period of 12 consecutive months	

Lenses and frames

Benefits	Participating provider	Nonparticipating provider
Standard lenses, not to exceed 65 mm in diameter, when prescribed or dispensed by a physician, optometrist or optician	\$7.50 copay (one copay applies to both lenses and frames) Limited to one eyeglass lenses with or without frames, in any period of 12 consecutive months	Covered up to approved amount based on lens type (member responsible for any difference)
	Covered up to approved amount (member responsible for any cost exceeding approved amount) less \$7.50 copay (one copay applies to both lenses and frames) Limited to one eyeglass lenses with or without frames, in any period of 12 consecutive months	Covered up to approved amount (member responsible for any difference)

Contact lenses

Benefits	Participating provider	Nonparticipating provider
Medically necessary contact lenses (must meet criteria of medically necessary)	\$7.50 copay Limited to one contact lenses in any period of 12 consecutive months	Covered up to a maximum payment of \$96 (member responsible for any difference)
Elective contact lenses that improve vision (prescribed, but do not meet criteria of medically necessary)	Covered up to a maximum payment of \$35 (member responsible for difference) Limited to one contact lenses in any period of 12 consecutive months	Covered up to a maximum payment of \$35 (member responsible for difference)



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CITY OF WYANDOTTE
RETIREE COVERAGE
EFFECTIVE 2-1-15
0019

A0HQJ3 - CITY OF WYANDOTTE
Community Blue 1 - City Retirees
Effective Date: On or after 01/01/2015
Benefits-at-a-Glance

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

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: To be eligible for coverage, the following services require your provider to obtain approval before they are provided - select radiology services, inpatient acute care, skilled nursing care, human organ transplants, inpatient mental health care, inpatient substance abuse treatment, rehabilitation therapy and applied behavioral analyses.

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 disease as well as chemotherapy drugs used in the treatment of cancer, but excludes injectable insulin.

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.

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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
Flat dollar copays	<ul style="list-style-type: none"> • \$20 copay for office visits and office consultations • \$20 copay for chiropractic services and osteopathic manipulative therapy • \$150 copay for emergency room visits 	\$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 	<ul style="list-style-type: none"> • 50% of approved amount for private duty nursing • 20% of approved amount for mental health care and substance abuse treatment • 20% of approved amount for most other covered services
Annual out-of-pocket maximums - applies to deductibles, copays and coinsurance amounts for all covered services - including prescription drugs cost-sharing amounts, if applicable	\$600 for one member \$1,200 for two or more members each calendar year	\$1,250 for one member, \$2,500 for two or more members each calendar year Note: Out-of-network cost-sharing amounts also apply toward the in-network out-of-pocket 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 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"> • 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

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Benefits	In-Network	Out-of-Network
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
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 a 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 for office 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 for office visit	80% after out-of-network deductible
Urgent care visits - must be medically necessary	\$20 copay for office 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)

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

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.	
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: • 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: • 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)

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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 Note: See "Preventive care services" section for voluntary sterilizations for 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

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 Note: BCBSM covers clinical trials in compliance with PPACA.	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

Mental health care and substance abuse treatment

Note: Some mental health and substance abuse services are considered by BCBSM to be comparable to an office visit. When a mental health and substance abuse service is considered by BCBSM to be comparable to an office visit, you pay only for an office visit as described in your certificate or related riders.

This means when these services are performed by an in-network provider, you will have no in-network deductible. You will be responsible for the flat-dollar member copay that applies to office visits. When these services are performed by an out-of-network provider, you will be responsible for your annual out-of-network deductible and the coinsurance amount that applies to covered out-of-network services.

Benefits	In-Network	Out-of-Network
Inpatient mental health care and inpatient substance abuse treatment	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
	Unlimited days	
Outpatient mental health care		
• Facility and clinic	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) in participating facilities only.
• Physician's office	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Outpatient substance abuse 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)

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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 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.	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	100% (no deductible or copay/coinsurance) Physical, speech and occupational therapy with an autism diagnosis is unlimited	80% after out-of-network deductible
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) 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.	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
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 office visit Limited to a combined 24-visit maximum per member per calendar year	80% after out-of-network deductible
Outpatient physical, speech and occupational therapy - provided for rehabilitation	100% (no deductible or copay/coinsurance) Limited to a combined 60-visit maximum per member per calendar year	80% after out-of-network deductible Note: Services at nonparticipating outpatient physical therapy facilities are not covered.
Durable medical equipment 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 a network provider. For a list of covered DME items required under PPACA, call BCBSM.	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
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)
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BLUE CARE NETWORK -
 RETIREES

Benefits At A Glance

BCN5

00129760/0001 City of Wyandotte

Deductible, Copays and Dollar Maximums

Deductible	None
Fixed Copay:	\$0 for allergy injections
	\$0 for office visits
	\$0 for urgent care visits
	\$0 for emergency room visits
	\$0 for referral physician visits
Coinsurance	50% for selected services as noted below
Copay Dollar Maximums	
Fixed Dollar Copay Maximum	None
Coinsurance Maximum	None
Dollar Maximums	None

Preventive Services

Health Maintenance Exam	100%
Annual Gynecological Exam	100%
Pap Smear Screening	100%
Well-Baby and Child Care	100%
Immunizations - pediatric and adult	100%
Prostate Specific Antigen (PSA) Screening	100%

Mammography

Mammography Screening	100%
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Physician Office Services

Office Visits	100%
Consulting Specialist Care - when referred	100%

Emergency Medical Care

Hospital Emergency Room (copay waived if admitted, if applicable)	100%
Urgent Care Center	100%
Ambulance Services - medically necessary	100%, ground and air services

Diagnostic Services

Laboratory and Pathology Tests	100%
Diagnostic Tests and X-rays	100%
High Technology Radiology Imaging	100%
Radiation Therapy	100%

Maternity Services Provided by a Physician

Pre-Natal and Post-Natal Care	100%
Delivery and Nursery Care	100% (for professional services. See Hospital Care for facility charges)

Benefits Selected - AS5,DME6,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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Benefits At A Glance

BCN5

00129760/0001 City of Wyandotte

Hospital Care

General Nursing Care, Hospital Services and Supplies	100%; unlimited days
Outpatient Surgery	100%

Alternatives to Hospital Care

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

Surgical Services

Surgery - included all related surgical services and anesthesia.	See Hospital Care for inpatient and outpatient copay
Voluntary Sterilization	100% on all associated costs
Human Organ Transplants (subject to medical criteria)	100%
Reduction Mammoplasty (subject to medical criteria)	50%
Male Mastectomy (subject to medical criteria)	50%
Temporomandibular Joint Syndrome (subject to medical criteria)	50%
Orthognathic Surgery (subject to medical criteria)	50%

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	100% when authorized
Inpatient Substance Abuse	100% when authorized
Outpatient Mental Health Care	100%
Outpatient Substance Abuse	100%

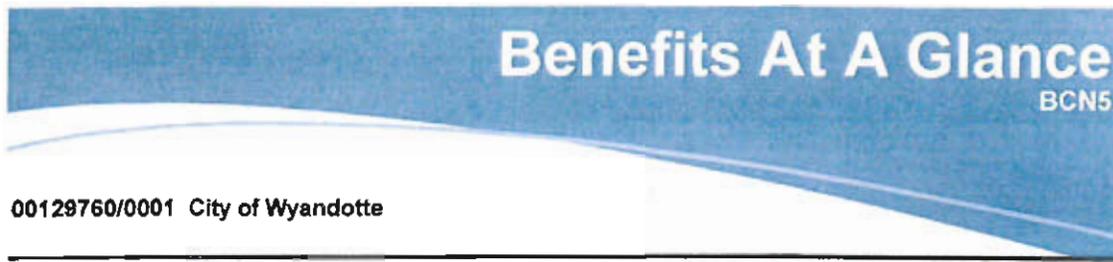
Other Services

Allergy Testing and Therapy	100%; Office visit copay may apply per member per visit
Allergy Injections	100%
Chiropractic Spinal Manipulation - when referred	100%
Outpatient Physical, Speech and Occupational Therapy (60 consecutive days/episode)	100%. 60 consecutive days/episode
Infertility Counseling and Treatment (excludes In-vitro Fertilization)	50% on all associated costs
Durable Medical Equipment	100%
Prosthetic and Orthotic Appliances	100%
Weight Reduction Procedures	100%
Prescription Drugs	Not Covered
Mail Order Prescription Drugs	Not Covered
Prescription Drug Deductible	None
Hearing Aid	Not Covered

Benefits Selected - AS5,DME5,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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This is intended as an easy to read summary and provides only a general overview of your benefits. It is not a contract. Additional limitations and exclusions may apply to covered services. For a complete description of benefits, please see the applicable Blue Care Network certificates and riders. Payment amounts are based on the Blue Care Network approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the State of Michigan and shall be construed under the jurisdiction and according to the laws of the State of Michigan. Services must be provided or arranged by member's primary care physician or health plan.

Benefits Selected - AS5,DME5,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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Medicare Plus Blue Group PPOSM plan for groups

Benefits at a glance: Medical and Surgical with Prescription Drugs

City of Wyandotte

Medicare Plus Blue Group PPO is available only to individuals enrolled in both Medicare Parts A and B.

This is an overview of the Medicare Plus Blue Group PPO Group Option with Prescription Drugs and does not include all covered and non-covered services or conditions of coverage. For detail about coverage, including a list of exclusions or limitations, refer to the plan *Evidence of Coverage*. This overview informational document is for group decision makers only and should not be distributed to members. Additionally, this summary information should in no way be construed as an official dissemination of benefit information. Members will receive official notification of benefits directly from Blue Cross Blue Shield of Michigan. For information about Blues Medicare Advantage plans for trust groups, call your Michigan Blues sales representative or certified independent agent.

Member's cost-sharing responsibility and plan maximums

Members pay a deductible and coinsurance or copayment, as indicated below. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any deductible, coinsurance or copay amounts required by the plan. Certain services are always paid at the in-network level, including emergency and urgent care worldwide, and services received outside of Michigan in other U.S. states and territories. This coverage is provided pursuant to a contract entered into with the Federal government.

The benefit year for health care coverage is the 12-month period beginning on the effective date of coverage or renewal date. The deductible and annual out-of-pocket maximums are accumulated on a benefit year basis. Deductibles and annual out-of-pocket maximum amounts renew each year.

Member cost-sharing	In-network	Out-of-network
Hospital and medical annual deductible	\$0	\$250
Hospital and medical cost-sharing amount • Percent coinsurance	0% of the approved amount	20% of the approved amount
Copayment – office visit	\$20	\$20 coinsurance after deductible
Hospital and medical annual out-of-pocket maximum – Based on the calendar year; all hospital and medical deductible, copayments and coinsurance apply.	\$600	\$2,000*
*Effective January 1, 2013, the out-of-network out-of-pocket maximum will be a catastrophic maximum. All member cost sharing (deductible, coinsurance and copayments for in- and out-of-network) will apply to the catastrophic maximums. The deductible is a combined deductible and is subject to in- and out-of-network services.		
Hospital and medical lifetime maximum	Unlimited	
Durable medical equipment, prosthetics and orthotics lifetime maximum	Unlimited	

A health plan with a Medicare contract

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Preventive services	What members pay	
	In-network	Out-of-Network
Initial preventive physical exam ("Welcome to Medicare" exam) – covered once within the first 12 months of Part B enrollment	Covered at 100%	
Personalized prevention plan services (annual wellness visit) – covered once annually	Covered at 100%.	
Abdominal aortic aneurysm screening – one-time screening for people at risk	Covered at 100%	
Annual gynecological exam – covered once annually	Covered at 100%	
Pap smear screening – covered once annually	Covered at 100%	
Mammography screening – covered once annually	Covered at 100%	
Prostate specific antigen screening with digital rectal exam – covered once annually	Covered at 100%	
Bone mass measurement – covered once annually	Covered at 100%	
Colorectal screenings – covered once annually for people age 50 and older	Covered at 100%	
Cardiovascular disease training – covered once every five years	Covered at 100%	
Immunizations – covers: • Pneumonia vaccine, as medically needed • Flu shots, once a year in the fall or winter • Hepatitis B vaccine if you are risk	Covered at 100%	
HIV screening – covers one screening annually, or up to three screenings for women during a pregnancy.	Covered at 100%	
Glaucoma screening – covered once annually	Covered at 100%	
Tobacco cessation program	Covered at 100%	
Hepatitis C Screening	Covered at 100%	
Physician services		
Office visits		
• Primary Care	\$20	20% coinsurance after deductible
• Specialist Services		
Podiatry services		
• Office Visit	\$20	20% coinsurance after deductible
• Services	Covered at 100% per visit	
Emergency medical care		
Hospital emergency room – worldwide coverage for qualified medical emergencies and first aid services (copay waived if admitted to hospital)	Covered at 100%	
Urgent care visits – covered worldwide		
• Primary Care	\$20 per visit	20% coinsurance after deductible
• Services	Covered at 100% per visit	20% coinsurance after deductible
Ambulance services – medically necessary transport; coverage applies to each one-way trip	Covered at 100%	
Outpatient services		
MRI, MRA, PET and CAT scans and nuclear medicine	Covered at 100%	20% coinsurance

Laboratory and pathology	after deductible Covered at 100%	
X-rays, and other diagnostic tests	Covered at 100%	20% coinsurance after deductible
Chemotherapy	Covered at 100%	20% coinsurance after deductible
Radiation therapy	Covered at 100%	20% coinsurance after deductible
Surgical services		
Surgery – inpatient surgery, including related surgical services	Covered at 100%	20% coinsurance after deductible
Surgery – outpatient surgery, including related surgical services	Covered at 100%	20% coinsurance after deductible
Surgery – anesthesia services (professional services only)	Covered at 100%	20% coinsurance after deductible
Pre-surgical consultations	Covered at 100%	20% coinsurance after deductible
Inpatient hospital care		
What members pay		
In-network		Out-of-Network
Inpatient hospital care – covers unlimited days	Covered at 100%	20% coinsurance after deductible
Alternatives to hospital care		
Skilled nursing facility – covers up to 100 (Medicare limit) days per benefit period	Covered at 100%	20% coinsurance after deductible
Hospice care	Services are paid for by Original Medicare, not Medicare Plus Blue Group PPO. Member pays cost-sharing for respite care and hospice-related outpatient prescription drugs.	
Home health care	Covered at 100%	
Human organ transplants		
Specified organ transplants – covers transplants approved by Original Medicare	Covered at 100%	20% coinsurance after deductible
Enhanced human organ transplant coverage for covered organs, no lifetime maximum for non-Medicare covered organs	Covered at 100%	20% coinsurance after deductible
Mental health care and substance abuse treatment		
Inpatient mental health care	Covered at 100%	20% coinsurance after deductible
Outpatient mental health care – covers:		
• Facility and clinic services	Covered at 100%	20% coinsurance after deductible
• Office visits	\$20	20% coinsurance after deductible
Inpatient substance abuse care	Covered at 100%	20% coinsurance after deductible
Outpatient substance abuse care – covers:		
• Facility and clinic services	Covered at 100%	20% coinsurance after deductible
• Office visits	\$20	20% coinsurance after deductible

Other services		
Cardiac rehabilitation	Covered at 100%	20% coinsurance after deductible
Allergy testing	Covered at 100%	20% coinsurance after deductible
Allergy therapy (injection)	Covered at 100%	20% coinsurance after deductible
Outpatient physical, speech and occupational therapy	Covered at 100%	20% coinsurance after deductible, up to Medicare's annual dollar maximum
Chiropractic care – covers spinal manipulation	\$20	20% coinsurance after deductible
Outpatient diabetes management program	Covered at 100%	Covered at 100%
Diabetic supplies	Covered at 100%	
Kidney dialysis – covers:		
• Dialysis equipment and supplies	Equipment and supplies covered at 100%	Equipment and supplies covered at 100%
• Dialysis services	Other services covered at 100%	Other services: 20% coinsurance after deductible
Kidney disease education	Covered at 100%	Covered at 100%
Medical nutritional therapy –for people with diabetes or (non-dialysis) kidney disease, or following transplant	Covered at 100%	
Foreign health care – other than emergency/urgent care	Same cost-share as if services are provided in the U.S.	
Inpatient dental services	Covered at 100%	20% coinsurance after deductible
Medically necessary eyeglasses and lenses following cataract surgery	Covered at 100% up to the approved amount	
Hearing services – covers:		
• Diagnostic hearing services	Covered at 100%	20% coinsurance after deductible
Durable medical equipment and medical supplies*	Covered at 100%	20% coinsurance, after deductible
Prosthetics, orthotics and related supplies*	Covered at 100%	20% coinsurance, after deductible
Select education health and wellness programs	Covered at 100%	
Part B prescription drugs – covers limited array of drugs under medical plan.	Covered at 100%	20% coinsurance after deductible
Private Duty Nursing - not subject to annual deductible and services do not apply to the annual out-of-pocket maximums	50% of the approved amount	50% of the approved amount

<p>SilverSneakers®</p> <ul style="list-style-type: none"> • Fitness center membership at any participating location across the country • Customized SilverSneakers® classes, seminars and other social events • A trained Senior AdvisorsSM at the fitness center to show you around and help you get started • Conditioning classes, exercise equipment, pool, sauna and other available amenities • Online support that can help you lose weight, quit smoking or reduce your stress • SilverSneakers in-home fitness program for members • without convenient access to a SilverSneakers facility 	<p>Covered at 100%</p> <p>The SilverSneakers® Fitness Program is not a gym membership, but a specialized program designed specifically for seniors. This is not a covered benefit for gym memberships or fitness programs that are not part of the SilverSneakers Fitness Program.</p>
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The benefit information provided herein is a brief summary, not a comprehensive description of benefits. For more information about Blues Medicare Advantage plans for employer groups, call your Michigan Blues sales representative or certified independent agent.

Medicare Plus Blue Group PPO is available to all eligible Medicare beneficiaries entitled to Medicare Part A and enrolled in Part B and who live in the United States or its territories. Routine services performed by non-network providers in Michigan will cost more.

Premiums, deductibles, copayments and coinsurance amounts vary by plan. Members must continue to pay their Part B premium. The Medicare Advantage prescription drug benefit is only available to members of a Medicare Advantage prescription drug plan. This document is available in other formats. Benefits, formulary, pharmacy network, premium and/or copayments/coinsurance may change on January 1, 2016. Please contact a Michigan Blues sales representative or certified independent agent for details.

For people without employer group coverage: To be eligible to enroll in the Medicare Plus Blue PPO individual plan, an individual must have a permanent residence in Michigan and live here at least six months of each year. Individual Medicare beneficiaries may only enroll in Medicare Advantage plans during certain times of the year or through the Online Enrollment Center located at www.medicare.gov.



CERTIFICATE OF INSURANCE

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY
Simsbury, Connecticut
(A stock insurance company)

Policyholder: CITY OF WYANDOTTE
Policy Number: GLT-870727
Policy Effective Date: January 1, 2011
Policy Anniversary Date: January 1, 2012

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

Richard G. Costello, Secretary

John C. Walters, President

A note on capitalization in this certificate:

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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SCHEDULE OF INSURANCE

The Policy of long term Disability insurance provides You with long term income protection if You become Disabled from a covered injury, Sickness or pregnancy. Please refer to Your group enrollment form to see the Option that applies to You.

Cost of Coverage:

Option 1 - You do not contribute toward the cost of coverage under Option 1.

Option 2 - You must contribute toward the cost of coverage under Option 2.

Option 3 - You must contribute toward the cost of coverage under Option 3.

Eligible Class(es) for Coverage: All Full-time Active Employees who are city employees and who are citizens or legal residents of the United States, its territories and protectorates, excluding temporary, leased or seasonal employees.

Full-time at least 40 hours weekly
 Employment:

Annual Enrollment Period: as determined by Your Employer on a yearly basis.

Eligibility Waiting Period for Coverage:

None

Elimination Period:

Option 1: 90 day(s)

Option 2: 90 day(s)

Option 3: 90 day(s)

Maximum Monthly Benefit:

Option 1: \$3,000

Option 2: \$3,600

Option 3: \$4,020

Minimum Monthly Benefit: the greater of:

- 1) \$100 if You have elected Option 1;
- 2) \$100 if You have elected Option 2; or
- 3) \$100 if You have elected Option 3.

Benefit Percentage:

Option 1: 50%

Option 2: 60%

Option 3: 66 2/3%

Maximum Duration of Benefits

Option 1:

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months

Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Option 2:

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Option 3:

Maximum Duration of Benefits Table

Age When Disabled	Benefits Payable
Prior to Age 63	To Normal Retirement Age or 48 months, if greater
Age 63	To Normal Retirement Age or 42 months, if greater
Age 64	36 months
Age 65	30 months
Age 66	27 months
Age 67	24 months
Age 68	21 months
Age 69 and over	18 months

Normal Retirement Age means the Social Security Normal Retirement Age as stated in the 1983 revision of the United States Social Security Act. It is determined by Your date of birth as follows:

Year of Birth	Normal Retirement Age
1937 or before	65
1938	65 + 2 months
1939	65 + 4 months
1940	65 + 6 months
1941	65 + 8 months
1942	65 + 10 months
1943 thru 1954	66
1955	66 + 2 months
1956	66 + 4 months
1957	66 + 6 months
1958	66 + 8 months
1959	66 + 10 months
1960 or after	67

Additional Benefit

Family Care Credit Benefit
see Benefit

Survivor Income Benefit
see Benefit

Workplace Modification Benefit
see Benefit

ELIGIBILITY AND ENROLLMENT

Eligible Persons: *Who is eligible for coverage?*

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

Eligibility for Coverage: *When will I become eligible?*

You will become eligible for coverage on the later of:

- 1) the Policy Effective Date; or

- 2) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

Enrollment: How do I enroll for coverage?

For coverage under Option 1, all eligible Active Employees will be enrolled automatically by the Employer.

For coverage under Option 2, You must enroll.

For coverage under Option 3, You must enroll.

If You do not enroll within 31 days after becoming eligible under The Policy, or if You were eligible to enroll under the Prior Policy and did not do so, and later choose to enroll:

- 1) You must give Us Evidence of Insurability satisfactory to Us; and
- 2) You may only enroll:
 - a) during an Annual Enrollment Period designated by the Policyholder; or
 - b) within 31 days of the date You have a Change in Family Status.

The dates of the Annual Enrollment Period are shown in the Schedule of Insurance.

Evidence of Insurability: What is Evidence of Insurability?

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us;
- 2) a medical examination;
- 3) attending Physician's statement; and
- 4) any additional information We may require.

All Evidence of Insurability will be furnished at Your expense. We will then determine if You are insurable under The Policy.

Change in Family Status: What constitutes a Change in Family Status?

A Change in Family Status occurs when:

- 1) You get married;
- 2) You and Your spouse divorce;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse dies;
- 5) Your child is no longer financially dependent on You or dies;
- 6) Your spouse is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

PERIOD OF COVERAGE

Effective Date: When does my coverage start?

If You are not required to contribute toward The Policy's cost, Your coverage will start:

- 1) for benefit amounts not requiring Evidence of Insurability, on the date You become eligible; or
- 2) for benefit amounts requiring Evidence of Insurability, on the date We approve such evidence.

If You must contribute toward The Policy's cost, Your coverage will start on the earliest of:

- 1) the date You become eligible, for benefit amounts not requiring Evidence of Insurability, if You enroll or have enrolled by then;
- 2) the date on which You enroll, for benefit amounts not requiring Evidence of Insurability, if You do so within 31 days after the date You are eligible;
- 3) the date We approve Your Evidence of Insurability, for benefit amounts requiring Evidence of Insurability; or
- 4) the first day of the month following the Annual Enrollment Period if You enroll, for benefit amounts not requiring Evidence of Insurability, during an Annual Enrollment Period.

Deferred Effective Date: When will my effective date for coverage or a change in my coverage be deferred?

If You are absent from work due to:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy;

on the date Your insurance, or increase in coverage, would otherwise have become effective, Your insurance, or increase in coverage will not become effective until You are Actively at Work one full day.

Changes in Coverage: *Can I change my benefit options?*

You may change Your benefit option only:

- 1) during an Annual Enrollment Period; or
- 2) within 31 days of a Change in Family Status.

At such time You may decrease coverage, or increase coverage to a higher option. An increase in coverage will be subject to Your submission of an application that meets Our approval.

When will a requested change in benefit option take effect?

If You enroll for a change in benefit option during an Annual Enrollment Period, the change will take effect on the later of:

- 1) first day of the month following the Annual Enrollment Period; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

If You enroll for a change in benefit option within 31 days following a Change in Family Status, the change will take effect on the later of:

- 1) the date You enroll for the change; or
- 2) the date We approve Your Evidence of Insurability if You are required to submit Evidence of Insurability.

Any such increase in coverage is subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations.

Do coverage amounts change if there is a change in my class or my rate of pay?

Your coverage may increase or decrease on the date there is a change in Your class or Pre-disability Earnings. However, no increase in coverage will be effective unless on that date You:

- 1) are an Active Employee; and
- 2) are not absent from work due to being Disabled. If You were so absent from work, the effective date of such increase will be deferred until You are Actively at Work for one full day.

No change in Your Pre-disability Earnings will become effective until the date We receive notice of the change.

What happens if the Employer changes The Policy?

Any increase or decrease in coverage because of a change in The Policy will become effective on the date of the change, subject to the following provisions:

- 1) Deferred Effective Date; and
- 2) Pre-existing Conditions Limitations.

Continuity From A Prior Policy: *Is there continuity of coverage from a Prior Policy?*

If You were:

- 1) insured under the Prior Policy; and
- 2) not eligible to receive benefits under the Prior Policy;

on the day before the Policy Effective Date, the Deferred Effective Date provision will not apply.

Is my coverage under The Policy subject to the Pre-existing Condition Limitation?

If You become insured under The Policy on the Policy Effective Date and were covered under the Prior Policy on the day before the Policy Effective Date, the Pre-existing Conditions Limitation will end on the earliest of:

- 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
- 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.

The amount of the Monthly Benefit payable for a Pre-existing Condition in accordance with the above paragraph will be the lesser of:

- 1) the Monthly Benefit which was paid by the Prior Policy; or

- 2) the Monthly Benefit provided by The Policy.

The Pre-existing Conditions Limitation will apply after the Policy Effective Date to the amount of a benefit increase which results from a change from the Prior Policy to The Policy, a change in benefit options, a change of class or a change in The Policy.

Do I have to satisfy an Elimination Period under The Policy if I was Disabled under the Prior Policy?

If You received Monthly benefits for disability under the Prior Policy, and You returned to work as a Full-time Active Employee before The Policy Effective Date, then, if within 6 months of Your return to work:

- 1) You have a recurrence of the same disability while covered under The Policy; and
- 2) there are no benefits available for the recurrence under the Prior Policy;

the Elimination Period, which would otherwise apply, will be waived if the recurrence would have been covered without any further elimination period under the Prior Policy.

Termination: *When will my coverage end?*

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date The Policy no longer insures Your class;
- 3) the date the premium payment is due but not paid;
- 4) the last day of the period for which You make any required premium contribution;
- 5) the date Your Employer terminates Your employment; or
- 6) the date You cease to be a Full time Active Employee in an eligible class for any reason;

unless continued in accordance with any of the Continuation Provisions.

Continuation Provisions: *Can my coverage be continued beyond the date it would otherwise terminate?*

Coverage can be continued by Your Employer beyond a date shown in the Termination provision, if Your Employer provides a plan of continuation which applies to all employees the same way. Continued coverage:

- 1) is subject to any reductions in The Policy;
- 2) is subject to payment of premium by the Employer; and
- 3) terminates if:
 - a) The Policy terminates; or
 - b) coverage for Your class terminates.

In any event, Your benefit level, or the amount of earnings upon which Your benefits may be based, will be that in effect on the day before Your coverage was continued. Coverage may be continued in accordance with the above restrictions and as described below:

Family Medical Leave: If You are granted a leave of absence, in writing, according to the Family and Medical Leave Act of 1993, or other applicable state or local law, Your coverage may be continued for up to 12 weeks, or 26 weeks if You qualify for Family Military Leave, or longer if required by other applicable law, following the date Your leave commenced. If the leave terminates prior to the agreed upon date, this continuation will cease immediately.

Coverage while Disabled: *Does my insurance continue while I am Disabled and no longer an Active Employee?*

If You are Disabled and You cease to be an Active Employee, Your insurance will be continued:

- 1) during the Elimination Period while You remain Disabled by the same Disability; and
- 2) after the Elimination Period for as long as You are entitled to benefits under The Policy.

Waiver of Premium: *Am I required to pay Premiums while I am Disabled?*

No premium will be due for You:

- 1) after the Elimination Period; and
- 2) for as long as benefits are payable.

Extension of Benefits for Total Disability: *Do my benefits continue if The Policy terminates?*

If You are entitled to benefits while Disabled and The Policy terminates, benefits:

- 1) will continue as long as You remain Disabled by the same Disability; but
- 2) will not be provided beyond the date We would have ceased to pay benefits had the insurance remained in force.

Termination of The Policy for any reason will have no effect on Our liability under this provision.

BENEFITS

Disability Benefit: What are my Disability Benefits under The Policy?

We will pay You a Monthly Benefit if You:

- 1) become Disabled while insured under The Policy;
- 2) are Disabled throughout the Elimination Period;
- 3) remain Disabled beyond the Elimination Period; and
- 4) submit Proof of Loss to Us.

Benefits accrue as of the first day after the Elimination Period and are paid monthly. However, benefits will not exceed the Maximum Duration of Benefits.

Mental Illness And Substance Abuse Benefits: Are benefits limited for Mental Illness or Substance Abuse?

If You are Disabled because of:

- 1) Mental Illness that results from any cause;
- 2) any condition that may result from Mental Illness;
- 3) alcoholism which is under treatment; or
- 4) the non-medical use of narcotics, sedatives, stimulants, hallucinogens, or any other such substance;

then, subject to all other provisions of The Policy, We will limit the Maximum Duration of Benefits.

Benefits will be payable:

- 1) for as long as you are confined in a hospital or other place licensed to provide medical care for the disabling condition; or
- 2) if not confined, or after you are discharged and still Disabled, for a total of 24 month(s) for all such disabilities during your lifetime.

Recurrent Disability: What happens if I Recover but become Disabled again?

Periods of Recovery during the Elimination Period will not interrupt the Elimination Period, if the number of days You return to work as an Active Employee are less than one-half (1/2) the number of days of Your Elimination Period.

Any day within such period of Recovery, will not count toward the Elimination Period.

After the Elimination Period, if You return to work as an Active Employee and then become Disabled and such Disability is:

- 1) due to the same cause; or
- 2) due to a related cause; and
- 3) within 6 month(s) of the return to work;

the Period of Disability prior to Your return to work and the recurrent Disability will be considered one Period of Disability, provided The Policy remains in force.

If You return to work as an Active Employee for 6 month(s) or more, any recurrence of a Disability will be treated as a new Disability. The new Disability is subject to a new Elimination Period and a new Maximum Duration of Benefits.

Period of Disability means a continuous length of time during which You are Disabled under The Policy.

Recover or Recovery means that You are no longer Disabled and have returned to work with the Employer and premiums are being paid for You.

Calculation of Monthly Benefit: Return to Work Incentive: How are my Disability benefits calculated?

If You remain Disabled after the Elimination Period, but work while You are Disabled, We will determine Your Monthly Benefit for a period of up to 12 consecutive months as follows:

- 1) multiply Your Pre-disability Earnings by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit. Current Monthly Earnings will not be used to reduce Your Monthly Benefit. However, if the sum of Your Monthly Benefit and Your Current Monthly Earnings exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of excess.

The 12 consecutive month period will start on the last to occur of:

- 1) the day You first start work; or
- 2) the end of the Elimination Period.

If You are Disabled and not receiving benefits under the Return to Work Incentive, We will calculate Your Monthly Benefit as follows:

- 1) multiply Your Monthly Income Loss by the Benefit Percentage;
- 2) compare the result with the Maximum Benefit; and
- 3) from the lesser amount, deduct Other Income Benefits.

The result is Your Monthly Benefit.

Calculation of Monthly Benefit: *What happens if the sum of my Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of my Pre-disability Earnings?*

If the sum of Your Monthly Benefit, Current Monthly Earnings and Other Income Benefits exceeds 100% of Your Pre-disability Earnings, We will reduce Your Monthly Benefit by the amount of the excess. However, Your Monthly Benefit will not be less than the Minimum Monthly Benefit.

If an overpayment occurs, We may recover all or any portion of the overpayment, in accordance with the Overpayment Recovery provision.

Minimum Monthly Benefit: *Is there a Minimum Monthly Benefit?*

Your Monthly Benefit will not be less than the Minimum Monthly Benefit shown in the Schedule of Insurance.

Partial Month Payment: *How is the benefit calculated for a period of less than a month?*

If a Monthly Benefit is payable for a period of less than a month, we will pay 1/30 of the Monthly Benefit for each day You were Disabled.

Termination of Payment: *When will my benefit payments end?*

Benefit payments will stop on the earliest of:

- 1) the date You are no longer Disabled;
- 2) the date You fail to furnish Proof of Loss;
- 3) the date You are no longer under the Regular Care of a Physician;
- 4) the date You refuse Our request that You submit to an examination by a Physician or other qualified medical professional;
- 5) the date of Your death;
- 6) the date You refuse to receive recommended treatment that is generally acknowledged by Physicians to cure, correct or limit the disabling condition;
- 7) the last day benefits are payable according to the Maximum Duration of Benefits Table; or
- 8) the date Your Current Monthly Earnings exceed:
 - a) 80% of Your Indexed Pre-disability Earnings if You are receiving benefits for being Disabled from Your Occupation; or
 - b) the product of Your Indexed Pre-disability Earnings and the Benefit percentage if You are receiving benefits for being Disabled from Any Occupation;
- 9) the date no further benefits are payable under any provision in The Policy that limits benefit duration;
- 10) the date You refuse to participate in a Rehabilitation program, or refuse to cooperate with or try:
 - a) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - b) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Your Occupation;
 - c) modifications made to the work site or job process to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation; or
 - d) adaptive equipment or devices designed to accommodate Your identified medical limitations to enable You to perform the Essential Duties of Any Occupation, if You were receiving benefits for being disabled from Any Occupation;provided a qualified Physician or other qualified medical professional agrees that such modifications, Rehabilitation program or adaptive equipment accommodate Your medical limitation.

Family Care Credit Benefit: *What if I must incur expenses for Family Care Services in order to participate in a Rehabilitation program?*

If You are working as part of a program of Rehabilitation, We will, for the purpose of calculating Your benefit, deduct the cost of Family Care from earnings received from work as a part of a program of Rehabilitation, subject to the following limitations:

- 1) Family Care means the care or supervision of:

- a) Your children under age 13; or
- b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance;
- 2) the maximum monthly deduction allowed for each qualifying child or family member is:
 - a) \$350 during the first 12 months of Rehabilitation; and
 - b) \$175 thereafter;but in no event may the deduction exceed the amount of Your monthly earnings;
- 3) Family Care Credits may not exceed a total of \$2,500 during a calendar year;
- 4) the deduction will be reduced proportionally for periods of less than a month;
- 5) the charges for Family Care must be documented by a receipt from the caregiver;
- 6) the credit will cease on the first to occur of the following:
 - a) You are no longer in a Rehabilitation program; or
 - b) Family Care Credits for 24 months have been deducted during Your Disability; and
- 7) no Family Care provided by someone Related to the family member receiving the care will be eligible as a deduction under this provision.

Your Current Monthly Earnings after the deduction of Your Family Care Credit will be used to determine Your Monthly Income Loss. In no event will You be eligible to receive a Monthly Benefit under The Policy if Your Current Monthly Earnings before the deduction of the Family Care Credit exceed 80% of Your Indexed Pre-disability Earnings.

Survivor Income Benefit: *Will my survivors receive a benefit if I die while receiving Disability Benefits?*

If You were receiving a Monthly Disability Benefit at the time of Your death, We will pay a Survivor Income Benefit, when We receive proof satisfactory to Us:

- 1) of Your death; and
- 2) that the person claiming the benefit is entitled to it.

We must receive the satisfactory proof for Survivor Income Benefits within 1 year of the date of Your death.

The Survivor Income Benefit will only be paid:

- 1) to Your Surviving Spouse; or
- 2) if no Surviving Spouse, in equal shares to Your Surviving Children.

If there is no Surviving Spouse or Surviving Children, then no benefit will be paid.

However, We will first apply the Survivor Income Benefit to any overpayment which may exist on Your claim.

The Survivor Income Benefit is calculated as 3 times the lesser of:

- 1) Your Monthly Income Loss multiplied by the Benefit Percentage in effect on the date of Your death; or
- 2) The Maximum Monthly Benefit.

Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died.

Surviving Children means Your unmarried children, step children, legally adopted children who, on the date You die, are primarily dependent on You for support and maintenance and who are under age 19.

The term Surviving Children will also include any other children related to You by blood or marriage and who:

- 1) lived with You in a regular parent-child relationship; and
- 2) were eligible to be claimed as dependents on Your federal income tax return for the last tax year prior to Your death.

If a minor child is entitled to benefits, We may, at Our option, make benefit payments to the person caring for and supporting the child until a legal guardian is appointed.

Workplace Modification Benefit: *Will the Rehabilitation program provide for modifications to my workplace to accommodate my return to work?*

We will reimburse Your Employer for the expense of reasonable Workplace Modifications to accommodate Your Disability and enable You to return to work as an Active Employee. You qualify for this benefit if:

- 1) Your Disability is covered by The Policy;
- 2) the Employer agrees to make modifications to the workplace in order to reasonably accommodate Your return to work and the performance of the Essential Duties of Your job; and
- 3) We approve, in writing, any proposed Workplace Modifications.

Benefits paid for such workplace modification shall not exceed the amount equal to the amount of the Maximum Monthly Benefit.

We have the right, at Our expense, to have You examined or evaluated by:

- 1) a Physician or other health care professional; or
- 2) a vocational expert or rehabilitation specialist;

of Our choice so that We may evaluate the appropriateness of any proposed modification.

We will reimburse the Employer's costs for approved Workplace Modifications after:

- 1) the proposed modifications made on Your behalf are complete;
- 2) We have been provided written proof of the expenses incurred to provide such modification; and
- 3) You have returned to work as an Active Employee.

Workplace Modification means change in Your work environment, or in the way a job is performed, to allow You to perform, while Disabled, the Essential Duties of Your job. Payment of this benefit will not reduce or deny any benefit You are eligible to receive under the terms of The Policy.

EXCLUSIONS AND LIMITATIONS

Exclusions: *What Disabilities are not covered?*

The Policy does not cover, and We will not pay a benefit for any Disability:

- 1) unless You are under the Regular Care of a Physician;
- 2) that is caused or contributed to by war or act of war (declared or not);
- 3) caused by Your commission of or attempt to commit a felony;
- 4) caused or contributed to by Your being engaged in an illegal occupation; or
- 5) caused or contributed to by an intentionally self inflicted injury.

If You are receiving or are eligible for benefits for a Disability under a prior disability plan that:

- 1) was sponsored by Your Employer; and
- 2) was terminated before the Effective Date of The Policy;

no benefits will be payable for the Disability under The Policy.

Pre-Existing Conditions Limitation: *Are benefits limited for Pre-existing Conditions?*

We will not pay any benefit, or any increase in benefits, under The Policy for any Disability that results from, or is caused or contributed to by, a Pre-existing Condition, unless, at the time You become Disabled:

- 1) You have not received Medical Care for the condition for 3 consecutive month(s) while insured under The Policy; or
- 2) You have been continuously insured under The Policy for 12 consecutive month(s).

Pre-existing Condition means:

- 1) any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse; or
- 2) any manifestations, symptoms, findings, or aggravations related to or resulting from such accidental bodily injury, sickness, Mental Illness, pregnancy, or Substance Abuse;

for which You received Medical Care during the 3 month(s) period that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

Medical Care is received when a physician or other health care provider:

- 1) is consulted or gives medical advice; or
- 2) recommends, prescribes or provides Treatment.

Treatment includes, but is not limited to:

- 1) medical examinations, tests, attendance, or observation; and
- 2) use of drugs, medicines, medical services, supplies or equipment.

GENERAL PROVISIONS

Notice of Claim: *When should I notify the Company of a claim?*

You must give Us, written notice of a claim within 20 days after Disability or loss occurs. If notice cannot be given within that time, it must be given as soon as reasonably possible after that. Such notice must include Your name, Your address and the Policy Number.

Claim Forms: *Are special forms required to file a claim?*

We will send forms to You to provide Proof of Loss, within 15 days of receiving a Notice of Claim. If We do not send the forms within 15 days, You may submit any other written proof which fully describes the nature and extent of Your claim.

Proof of Loss: *What is Proof of Loss?*

Proof of Loss may include but is not limited to the following:

- 1) documentation of:
 - a) the date Your Disability began;
 - b) the cause of Your Disability;
 - c) the prognosis of Your Disability;
 - d) Your Pre-disability Earnings, Current Monthly Earnings or any income, including but not limited to copies of Your filed and signed federal and state tax returns; and
 - e) evidence that You are under the Regular Care of a Physician;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
 - a) Physicians or other qualified medical professionals You have consulted;
 - b) hospitals or other medical facilities in which You have been treated; and
 - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release:
 - a) medical, employment and financial information; and
 - b) any other information We may reasonably require;
- 5) Your signed statement identifying all Other Income Benefits; and
- 6) proof that You and Your dependents have applied for all Other Income Benefits which are available.

You will not be required to claim any retirement benefits which You may only get on a reduced basis. All proof submitted must be satisfactory to Us.

Additional Proof of Loss: *What additional proof of loss is the Company entitled to?*

To assist Us in determining if You are Disabled, or to determine if You meet any other term or condition of The Policy, We have the right to require You to:

- 1) meet and interview with our representative; and
- 2) be examined by a Physician, vocational expert, functional expert, or other medical or vocational professional of Our choice.

Any such interview, meeting or examination will be:

- 1) at Our expense; and
- 2) as reasonably required by Us.

Your Additional Proof of Loss must be satisfactory to Us. Unless We determine You have a valid reason for refusal, We may deny, suspend or terminate Your benefits if You refuse to be examined or meet to be interviewed by Our representative.

Sending Proof of Loss: *When must proof of Loss be given?*

Written Proof of Loss must be sent to Us within 90 days after the start of the period for which We are liable for payment. If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible; but
- 3) not later than 1 year after it is due, unless You are not legally competent.

We may request Proof of Loss throughout Your Disability. In such cases, We must receive the proof within 30 day(s) of the request.

Claim Payment: *When are benefit payments issued?*

When We determine that You;

- 1) are Disabled; and
- 2) eligible to receive benefits;

We will pay accrued benefits at the end of each month that You are Disabled. We may, at Our option, make an advance benefit payment based on Our estimated duration of Your Disability. If any payment is due after a claim is terminated, it will be paid as soon as Proof of Loss satisfactory to Us is received.

Claims to be Paid: *To whom will benefits for my claim be paid?*

All payments are payable to You. Any payments owed at Your death may be paid to Your estate. If any payment is owed to:

- 1) Your estate;
- 2) a person who is a minor; or
- 3) a person who is not legally competent;

then We may pay up to \$1,000 to a person who is Related to You and who, at Our sole discretion, is entitled to it. Any such payment shall fulfill Our responsibility for the amount paid.

Claim Denial: *What notification will I receive if my claim is denied?*

If a claim for benefits is wholly or partly denied, You will be furnished with written notification of the decision. This written notification will:

- 1) give the specific reason(s) for the denial;
- 2) make specific reference to The Policy provisions on which the denial is based;
- 3) provide a description of any additional information necessary to perfect a claim and an explanation of why it is necessary; and
- 4) provide an explanation of the review procedure.

Claim Appeal: *What recourse do I have if my claim is denied?*

On any claim, You or Your representative may appeal to Us for a full and fair review. To do so You:

- 1) must request a review upon written application within:
 - a) 180 days of receipt of claim denial if the claim requires Us to make a determination of disability; or
 - b) 60 days of receipt of claim denial if the claim does not require Us to make a determination of disability; and
- 2) may request copies of all documents, records, and other information relevant to Your claim; and
- 3) may submit written comments, documents, records and other information relating to Your claim.

We will respond to You in writing with Our final decision on the claim.

Social Security: *When must I apply for Social Security Benefits?*

You must apply for Social Security disability benefits when the length of Your Disability meets the minimum duration required to apply for such benefits. You must apply within 45 days from the date of Our request. If the Social Security Administration denies Your eligibility for benefits, You will be required:

- 1) to follow the process established by the Social Security Administration to reconsider the denial; and
- 2) if denied again, to request a hearing before an Administrative Law Judge of the Office of Hearing and Appeals.

Benefit Estimates: *How does the Company estimate Disability benefits under the United States Social Security Act?*

We reserve the right to reduce Your Monthly Benefit by estimating the Social Security disability benefits You or Your spouse and children may be eligible to receive.

When We determine that You or Your Dependent may be eligible for benefits, We may estimate the amount of these benefits. We may reduce Your Monthly Benefit by the estimated amount.

Your Monthly Benefit will not be reduced by estimated Social Security disability benefits if:

- 1) You apply for Social Security disability benefits and pursue all required appeals in accordance with the Social Security provision; and
- 2) You have signed a form authorizing the Social Security Administration to release information about awards directly to Us; and
- 3) You have signed and returned Our reimbursement agreement, which confirms that You agree to repay all overpayments.

If We have reduced Your Monthly Benefit by an estimated amount and:

- 1) You or Your Dependent are later awarded Social Security disability benefits, We will adjust Your Monthly Benefit when We receive proof of the amount awarded, and determine if it was higher or lower than Our estimate; or
- 2) Your application for disability benefits has been denied, We will adjust Your Monthly Benefit when You provide Us proof of final denial from which You cannot appeal from an Administrative Law Judge of the Office of Hearing and Appeals.

If Your Social Security Benefits were lower than we estimated, and We owe You a refund, We will make such refund in a lump sum. If Your Social Security Benefits were higher than we estimated, and If Your Monthly Benefit has been overpaid, You must make a lump sum refund to Us equal to all overpayments, in accordance with the Overpayment Recovery provision

Overpayment: *When does an overpayment occur?*

An overpayment occurs:

- 1) when We determine that the total amount We have paid in benefits is more than the amount that was due to You under The Policy; or
- 2) when payment is made by Us that should have been made under another group policy.

This includes, but is not limited to, overpayments resulting from:

- 1) retroactive awards received from sources listed in the Other Income Benefits definition;
- 2) failure to report, or late notification to Us of any Other Income Benefit(s) or earned income;
- 3) misstatement;
- 4) fraud; or
- 5) any error We may make.

Overpayment Recovery: *How does the Company exercise the right to recover overpayments?*

We have the right to recover from You any amount that We determine to be an overpayment. You have the obligation to refund to Us any such amount. Our rights and Your obligations in this regard may also be set forth in the reimbursement agreement You will be required to sign when You become eligible for benefits under The Policy.

If benefits are overpaid on any claim, You must reimburse Us within 30 days.

If reimbursement is not made in a timely manner, We have the right to:

- 1) recover such overpayments from:
 - a) You;
 - b) any other organization;
 - c) any other insurance company;
 - d) any other person to or for whom payment was made; and
 - e) Your estate;
- 2) reduce or offset against any future benefits payable to You or Your survivors, including the Minimum Monthly Benefit, until full reimbursement is made. Payments may continue when the overpayment has been recovered;
- 3) refer Your unpaid balance to a collection agency; and
- 4) pursue and enforce all legal and equitable rights in court.

Subrogation: *What are the Company's subrogation rights?*

If You:

- 1) suffer a Disability because of the act or omission of a Third Party;
 - 2) become entitled to and are paid benefits under The Policy in compensation for lost wages; and
 - 3) do not initiate legal action for the recovery of such benefits from the Third Party in a reasonable period of time;
- then We will be subrogated to any rights You may have against the Third Party and may, at Our option, bring legal action against the Third Party to recover any payments made by Us in connection with the Disability.

Reimbursement: *What are the Company's Reimbursement Rights?*

We have the right to request to be reimbursed for any benefit payments made or required to be made under The Policy for a Disability for which You recover payment from a Third Party.

If You recover payment from a Third Party as:

- 1) a legal judgment;
- 2) an arbitration award; or
- 3) a settlement or otherwise;

You must reimburse Us for the lesser of:

- 1) the amount of payment made or required to be made by Us; or
- 2) the amount recovered from the Third Party less any reasonable legal fees associated with the recovery.

Third Party means any person or legal entity whose act or omission, in full or in part, causes You to suffer a Disability for which benefits are paid or payable under The Policy.

Insurance Fraud: How does the Company deal with fraud?

Insurance Fraud occurs when You and/or Your Employer provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or Your Employer commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or Your Employer perpetrate Insurance Fraud.

Misstatements: What happens if facts are misstated?

If material facts about You were not stated accurately:

- 1) Your premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

No statement, except fraudulent misstatements, made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

DEFINITIONS

Actively at Work means at work with the Employer on a day that is one of the Employer's scheduled workdays. On that day, You must be performing for wage or profit all of the regular duties of Your Occupation:

- 1) in the usual way; and
- 2) for Your usual number of hours.

We will consider You Actively at Work on a day that is not a scheduled work day only if You were Actively at Work on the preceding scheduled work day.

Active Employee means an Employee who works for the Employer on a regular basis in the usual course of the Employer's business. This must be at least the number of hours shown in the Schedule of Insurance.

Any Occupation means any occupation for which You are qualified by education, training or experience, and that has an earnings potential greater than the lesser of:

- 1) the product of Your Indexed Pre-disability Earnings and the Benefit Percentage; or
- 2) the Maximum Monthly Benefit.

Current Monthly Earnings means monthly earnings You receive from:

- 1) Your Employer; and
- 2) other employment;

while You are Disabled.

However, if the other employment is a job You held in addition to Your job with Your Employer, then during any period that You are entitled to benefits for being Disabled from Your Occupation, only the portion of Your earnings that exceeds Your average earnings from the other employer over the 6 month(s) period just before You became Disabled will count as Current Monthly Earnings.

Current Monthly Earnings also includes the pay You could have received for another job or a modified job if:

- 1) such job was offered to You by Your Employer, or another employer, and You refused the offer; and
- 2) the requirements of the position were consistent with:
 - a) Your education, training and experience; and
 - b) Your capabilities as medically substantiated by Your Physician.

Disability or Disabled means You are prevented from performing one or more of the Essential Duties of:

- 1) Your Occupation during the Elimination Period;
- 2) Your Occupation, for the 2 year(s) following the Elimination Period, and as a result Your Current Monthly Earnings are less than 80% of Your Indexed Pre-disability Earnings; and
- 3) after that, Any Occupation.

If at the end of the Elimination Period, You are prevented from performing one or more of the Essential Duties of Your Occupation, but Your Current Monthly Earnings are greater than 80% of Your Pre-disability Earnings, Your Elimination Period will be extended for a total period of 12 months from the original date of Disability, or until such time as Your Current Monthly Earnings are less than 80% of Your Pre-disability Earnings, whichever occurs first.

For the purposes of extending Your Elimination Period, Your Current Monthly Earnings will not include the pay You could have received for another job or a modified job if such job was offered to You by Your Employer, or another employer, and You refused the offer.

Your Disability must result from:

- 1) accidental bodily injury;
- 2) sickness;
- 3) Mental Illness;
- 4) Substance Abuse; or
- 5) pregnancy.

Your failure to pass a physical examination required to maintain a license to perform the duties of Your Occupation, alone, does not mean that You are Disabled.

Elimination Period means the longer of the number of consecutive days at the beginning of any one period of Disability which must elapse before benefits are payable or the expiration of any Employer sponsored short term Disability benefits or salary continuation program, excluding benefits required by state law.

Employer means the Policyholder.

Essential Duty means a duty that:

- 1) is substantial, not incidental;
- 2) is fundamental or inherent to the occupation; and
- 3) cannot be reasonably omitted or changed.

Your ability to work the number of hours in Your regularly scheduled work week is an Essential Duty.

Indexed Pre-disability Earnings means Your Pre-disability Earnings adjusted annually by adding the lesser of:

- 1) 10%; or
- 2) the percentage change in the Consumer Price Index (CPI-W).

The percentage change in the CPI-W means the difference between the current year's CPI-W as of July 31, and the prior year's CPI-W as of July 31, divided by the prior year's CPI-W. The adjustment is made January 1st each year after You have been Disabled for 12 consecutive month(s), provided You are receiving benefits at the time the adjustment is made.

The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. It measures on a periodic (usually monthly) basis the change in the cost of typical urban wage earners' and clerical workers' purchase of certain goods and services. If the index is discontinued or changed, We may use another nationally published index that is comparable to the CPI-W.

Mental Illness means a mental disorder as listed in the current version of the Diagnostic and Statistical Manual of Mental Disorders, published by the American Psychiatric Association. A Mental Illness may be caused by biological factors or result in physical symptoms or manifestations.

For the purpose of The Policy, Mental Illness does not include the following mental disorders outlined in the Diagnostic and Statistical Manual of Mental Disorders:

- 1) Mental Retardation;
- 2) Pervasive Developmental Disorders;
- 3) Motor Skills Disorder;
- 4) Substance-Related Disorders;
- 5) Delirium, Dementia, and Amnesic and Other Cognitive Disorders; or
- 6) Narcolepsy and Sleep Disorders related to a General Medical Condition.

Monthly Benefit means a monthly sum payable to You while You are Disabled, subject to the terms of The Policy.

Monthly Income Loss means Your Pre-disability Earnings minus Your Current Monthly Earnings.

Other Income Benefits means the amount of any benefit for loss of income, provided to You or Your family, as a result of the period of Disability for which You are claiming benefits under The Policy. This includes any such benefits for which You or Your family are eligible or that are paid to You, or Your family or to a third party on Your behalf, pursuant to any:

- 1) temporary, permanent disability, or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 2) governmental law or program that provides disability or unemployment benefits as a result of Your job with Your Employer;
- 3) plan or arrangement of coverage, whether insured or not, which is received from Your Employer as a result of employment by or association with Your Employer or which is the result of membership in or association with any group, association, union or other organization;
- 4) mandatory "no fault" automobile insurance plan;
- 5) disability benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan; or
 - d) similar plan or act;that You, Your spouse and/or children, are eligible to receive because of Your Disability; or
- 6) disability benefit from the Department of Veterans Affairs, or any other foreign or domestic governmental agency:
 - a) that begins after You become Disabled; or
 - b) that You were receiving before becoming Disabled, but only as to the amount of any increase in the benefit attributed to Your Disability.

Other Income Benefits also means any payments that are made to You or to Your family, or to a third party on Your behalf, pursuant to any:

- 1) disability benefit under Your Employer's Retirement plan;
- 2) temporary, permanent disability or impairment benefits under a Workers' Compensation Law, the Jones Act, occupational disease law, similar law or substitutes or exchanges for such benefits;
- 3) portion of a settlement or judgment, minus associated costs, of a lawsuit that represents or compensates for Your loss of earnings;
- 4) retirement benefit from a Retirement Plan that is wholly or partially funded by employer contributions, unless:
 - a) You were receiving it prior to becoming Disabled; or
 - b) You immediately transfer the payment to another plan qualified by the United States Internal Revenue Service for the funding of a future retirement;(Other Income Benefits will not include the portion, if any, of such retirement benefit that was funded by Your after-tax contributions.); or
- 5) retirement benefits under:
 - a) the United States Social Security Act or alternative plan offered by a state or municipal government;
 - b) the Railroad Retirement Act;
 - c) the Canada Pension Plan, the Canada Old Age Security Act, the Quebec Pension Plan or any provincial pension or disability plan;
 - d) similar plan or act;that You, Your spouse and/or children receive because of Your retirement, unless You were receiving them prior to becoming Disabled.

If You are paid Other Income Benefits in a lump sum or settlement, You must provide proof satisfactory to Us of:

- 1) the amount attributed to loss of income; and
- 2) the period of time covered by the lump sum or settlement.

We will prorate the lump sum or settlement over this period of time. If You cannot or do not provide this information, We will assume the entire sum to be for loss of income, and the time period to be 24 month(s). We may make a retroactive allocation of any retroactive Other Income Benefit. A retroactive allocation may result in an overpayment of Your claim.

The amount of any increase in Other Income Benefits will not be included as Other Income Benefits if such increase:

- 1) takes effect after the date benefits become payable under The Policy; and
- 2) is a general increase which applies to all persons who are entitled to such benefits.

Physician means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

Pre-disability Earnings means Your regular monthly rate of pay, not counting bonuses, commissions and tips and tokens, overtime pay or any other fringe benefits or extra compensation in effect on the last day You were Actively at Work before You became Disabled.

Prior Policy means the long term disability insurance carried by the Employer on the day before the Policy Effective Date.

Regular Care of a Physician means that You are being treated by a Physician:

- 1) whose medical training and clinical experience are suitable to treat Your disabling condition; and
- 2) whose treatment is:
 - a) consistent with the diagnosis of the disabling condition;
 - b) according to guidelines established by medical, research, and rehabilitative organizations; and
 - c) administered as often as needed;to achieve the maximum medical improvement.

Rehabilitation means a process of Our working together with You in order for Us to plan, adapt, and put into use options and services to meet Your return to work needs. A Rehabilitation program may include, when We consider it to be appropriate, any necessary and feasible:

- 1) vocational testing;
- 2) vocational training;
- 3) alternative treatment plans such as:
 - a) support groups;
 - b) physical therapy;
 - c) occupational therapy; or
 - d) speech therapy;
- 4) work-place modification to the extent not otherwise provided;
- 5) job placement;
- 6) transitional work; and
- 7) similar services.

Related means Your spouse or other adult living with You, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

Retirement Plan means a defined benefit or defined contribution plan that provides benefits for Your retirement and which is not funded wholly by Your contributions. It does not include:

- 1) a profit sharing plan;
- 2) thrift, savings or stock ownership plans;
- 3) a non-qualified deferred compensation plan; or
- 4) an individual retirement account (IRA), a tax sheltered annuity (TSA), Keogh Plan, 401(k) plan, 403(b) plan or 457 deferred compensation arrangement.

Substance Abuse means the pattern of pathological use of alcohol or other psychoactive drugs and substances characterized by:

- 1) impairments in social and/or occupational functioning;
- 2) debilitating physical condition;
- 3) inability to abstain from or reduce consumption of the substance; or
- 4) the need for daily substance use to maintain adequate functioning.

Substance includes alcohol and drugs but excludes tobacco and caffeine.

The Policy means the Policy which We issued to the Policyholder under the Policy Number shown on the face page.

We, Our, or Us means the insurance company named on the face page of The Policy.

Your Occupation means Your Occupation as it is recognized in the general workplace. Your Occupation does not mean the specific job You are performing for a specific employer or at a specific location.

You or Your means the person to whom this certificate is issued.



AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage.

For California residents:

- 1) The following is added to the definition of **Surviving Spouse** in the **Survivor Income Benefit**:
"Spouse" will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) The following is added to the definition of **Surviving Children** in the **Survivor Income Benefit**:
Surviving Children will also include children of Your California registered domestic partner.

For Colorado residents:

The **Complications of Pregnancy** definition is replaced by the following:

Complications of Pregnancy means a condition whose diagnosis is distinct from pregnancy but adversely affected or caused by pregnancy, such as:

- 1) acute nephritis or nephrosis;
- 2) cardiac decompensation;
- 3) missed abortion; and
- 4) similar medical and surgical conditions of comparable severity.

Complications of Pregnancy will also include:

- 1) pre-eclampsia;
- 2) placenta previa;
- 3) physician prescribed bed rest for intra-uterine growth retardation, funneling, incompetent cervix;
- 4) termination of ectopic pregnancy;
- 5) spontaneous termination of pregnancy, occurring during a period of gestation in which a viable birth is not possible;
- 6) non-elective cesarean section; and
- 7) similar medical and surgical conditions of comparable severity.

However, the term **Complications of Pregnancy** will not include:

- 1) elective cesarean section;
- 2) false labor, occasional spotting, or morning sickness;
- 3) hyperemesis gravidarum; or
- 4) similar conditions associated with the management of a difficult pregnancy not consisting of a nosologically distinct **Complications of Pregnancy**.

For Connecticut residents, the following is added to the definition of **Spouse**:

Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Indiana residents:

The last sentence in the **Policy Interpretation** provision is deleted and replaced by the following:

This provision applies only where the interpretation of The Policy is governed by the Employee Retirement Income Security Act of 1974, as amended (ERISA), 29 U.S.C. 1001 et seq.

For Louisiana residents, the following provision is added:

Reinstatement after Military Service: *Can my coverage be reinstated after return from active military service?*
If:

- 1) Your coverage terminates because You enter active military service; and
 - 2) You are rehired within 12 months of the date You return from active military service;
- then coverage may be reinstated, provided You request such reinstatement within 31 days of the date you return to work.

The reinstated coverage will:

- 1) be the same coverage amounts in force on the date coverage terminated; and
- 2) not be subject to any Waiting Period for Coverage, Evidence of Insurability or Pre-existing Conditions Limitations; and
- 3) be subject to all the terms and provisions of The Policy.

For Massachusetts residents, the following is added to the **Continuation Provisions**:

In accordance with Massachusetts state law, if Your insurance terminates because Your employment terminates or You cease to be a member of an eligible class, Your insurance will automatically be continued until the end of a 31 day period from the date Your insurance terminates or the date You become eligible for similar benefits under another group plan, whichever occurs first.

Additionally, if Your insurance terminates because Your employment is terminated as a result of a plant closing or covered partial closing, Your insurance may be continued. You must elect in writing to continue insurance and pay the required premium for continued coverage. Coverage will cease on the earliest to occur of the following dates:

- 1) 90 days from the date You were no longer eligible for coverage as a Full-time Active Employee;
- 2) the date You become eligible for similar benefits under another group plan;
- 3) the last day of the period for which required premium is made;
- 4) the date the group insurance policy terminates; or
- 5) the date Your Employer ceases to be a Participant Employer, if applicable.

Continued coverage is subject to all other applicable terms and conditions of The Policy.

For Minnesota residents:

- 1) the definition of Any Occupation is amended by the addition of the phrase "or may reasonably become qualified" to the first line;
- 2) The first two paragraphs of the **Pre-Existing Conditions Limitation** provision are deleted and replaced by the following:

No benefit will be payable under The Policy for any Disability that is due to, contributed to by, or results from a Pre-Existing Condition, unless such Disability or loss is incurred:

- 1) After the lesser of the last day of:
 - a) the number of days stated in Your certificate; or
 - b) 730 consecutive days; while insured, during which you receive no medical care for the Pre-Existing Condition; or
- 2) After the lesser of the last day of:
 - a) the number of days stated in Your certificate; or
 - b) 730 consecutive days; during which you have been continuously insured under The Policy.

The amount of a benefit increase, which results from a change in benefit options, a change of class or a change in The Policy, will not be paid for any disability that is due to, contributed to by, or results from a Pre-Existing Condition, unless such Disability begins:

- 1) After the lesser of the last day of :
 - a) the number of days stated in Your certificate; or
 - b) 730 consecutive days; while insured for the increased benefit amount during which you receive no medical care for the Pre-Existing Condition; or
- 2) After the lesser of the last day of :
 - a) the number of days stated in Your certificate; or
 - b) 730 consecutive days; during which you have been continuously insured for the increased benefit amount.

- 3) The definition of **Pre-existing Condition** in the **Pre-Existing Conditions Limitation** provision is deleted and is replaced by the following:

Pre-existing Condition means any accidental bodily injury, sickness, Mental Illness, pregnancy, or episode of Substance Abuse for which You received Medical Care during the lesser of:

- 1) the period of time stated in Your certificate; or
- 2) the 730 day period;

that ends the day before:

- 1) Your effective date of coverage; or
- 2) the effective date of a Change in Coverage.

For Missouri residents, the **Exclusion** related to intentionally self-inflicted Injury is replaced by the following:
intentionally self-inflicted Injury, suicide or attempted suicide, while sane; or

For Montana residents, pregnancy will be covered, the same as any other Sickness, anything in the Policy to the contrary notwithstanding.

For New Hampshire residents:

- 1) The definition of **Other Income Benefits** is amended by the deletion of 'mandatory "no-fault" automobile insurance plan';
- 2) LTD The time period, stated in the **Recurrent Disability** provision, within which a Disability must recur in order to be considered the same Period of Disability is changed to 6 months, if less than 6 months.
- 3) The **Policy Interpretation** provision is deleted and replaced by the following:
Under ERISA, the Company is hereby designated by the plan sponsor as a claim fiduciary with discretionary authority to determine eligibility for benefits and to interpret and construe the terms and provisions of the policy. As claim fiduciary, the Company has a duty to administer claims solely in the interest of the participants and beneficiaries of the employee benefit plan and in accordance with the documents and instruments governing the plan. This assignment of discretionary authority does not prohibit a participant or beneficiary from seeking judicial review of the Company's benefit eligibility determination after exhausting administrative remedies. The assignment of discretionary authority made under this provision may affect the standard of review that a court will use in reviewing the appropriateness of the Company's determination. In order to prevail, a plan participant or beneficiary may be required to prove that the Company's determination was arbitrary and capricious or an abuse of discretion.
- 4) The time periods stated in the **Claim Appeal** provision are changed to 180 days, if less than 180 days.

For North Carolina residents:

- 1) The definition of **Other Income Benefits** is amended by the deletion of 'mandatory "no-fault" automobile insurance plan';
- 2) The last sentence of the first paragraph of the **Disability Benefit** is amended by the addition of the following clause: "unless qualified medical professionals have determined that further medical care and treatment would be of no benefit to you."
- 3) The exclusion regarding Workers' Compensation benefits is replaced by the following in the **Exclusions** provision:
for which the final adjudication or a Workers' Compensation claim determines that benefits are paid, or may be paid, if duly claimed;
- 4) The **Subrogation** provision is deleted.

For Oregon residents:

The **Spouse** definition is amended to include the following:

Spouse will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available.

You will continue to be considered domestic partners provided You continue to meet the requirements of the law or as described in the domestic partner affidavit.

The definition of **Surviving Spouse** in the **Survivor Income Benefit** section is replaced with the following:

Survivor Income Benefit: Will my survivors receive a benefit if I die while receiving Disability Benefits?

Surviving Spouse means Your wife or husband who was not legally separated or divorced from You when You died.

Spouse will include Your domestic partner provided You:

- 1) have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for purposes of The Policy; or
- 2) have registered as domestic partners with a government agency or office where such registration is available.

You will continue to be considered domestic partners provided You continue to meet the requirements of the law or as described in the domestic partner affidavit.

The **Change in Family Status** provision is replaced by the following:

Change in Family Status: What constitutes a Change in Family Status?

A Change in Family Status means:

- 1) You get married or register as domestic partners or You execute a domestic partner affidavit;
- 2) You and Your spouse divorce or You terminate a domestic partnership;
- 3) Your child is born or You adopt or become the legal guardian of a child;
- 4) Your spouse or domestic partner dies;
- 5) Your child is emancipated or dies;
- 6) Your spouse or domestic partner is no longer employed, which results in a loss of group insurance; or
- 7) You have a change in classification from part-time to full-time or from full-time to part-time.

For South Carolina residents:

- 1) The first paragraph of the **Continuity from a Prior Policy** provision is replaced by the following:
If You become insured under The Policy on the Policy Effective Date and **within 30 days of being covered under the Prior Policy**, the Pre-existing Conditions Limitation will end on the earliest of:
 - 1) the Policy Effective Date, if Your coverage for the Disability was not limited by a pre-existing condition restriction under the Prior Policy; or
 - 2) the date the restriction would have ceased to apply had the Prior Policy remained in force, if Your coverage was limited by a pre-existing condition limitation under the Prior Policy.
- 2) The time period in the Notice of Claim provision is changed to 20 days, if not already 20 days.
- 3) The following is added to the Physical Examinations and Autopsy provision: "Such autopsy must be performed during the period of contestability and must take place in the state of South Carolina."

For South Dakota residents:

- 1) The definition of **Physician** is deleted and replaced by the following:
Physician means a legally qualified physician or surgeon other than a physician or surgeon who is related to You by blood or marriage or a physician or surgeon who is a partner of S-Corp Shareholder working with You in the same business. This does not apply in areas in which the immediate family member is the only physician in the area and acting within the scope of their normal employment.
- 2) The definition of **Other Income Benefits** is amended by the deletion of all references to Your family, Your spouse and/or children.
- 3) The provision titled **Policy Interpretation** is deleted in its entirety.

For Utah residents:

- 1) The time period during which You must be continuously insured in order to exercise the **Conversion Right** is changed to 6 consecutive months, if not already 6 consecutive months.
- 2) The time period in the **Sending Proof of Loss** provision is changed to 90 days, if not already 90 days.
- 3) The **Policy Interpretation** provision is deleted and replaced by the following:
Benefits under this plan will be paid only if We, the plan administrator, decides in Our discretion that you are entitled to them. We also have discretion to determine eligibility for benefits and to interpret the terms of conditions of the benefit plan. Determinations made by Us, the plan administrator, pursuant to this reservation of discretion does not prohibit or prevent a claimant from seeking judicial review in federal court or Our determinations.

The reservation of discretion made under this provision only establishes the scope of review that a federal court will apply when you seek judicial review of our determination of eligibility for benefits, the payment of benefits, or interpretation of the terms and conditions applicable to the plan.

We are an insurance company that provides insurance of this plan and the federal court will determine the level of discretion that it will accord Our determination.

For Vermont residents:

Purpose: Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

Definitions, Terms, Conditions and Provisions: The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary",

"survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.

- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

For Virginia residents, any and all references to Domestic Partners are hereby deleted.

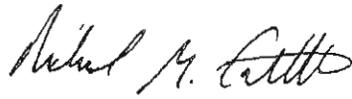
For Washington residents:

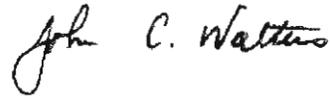
- 1) The term "hyperemesis gravidarum" is deleted from the third paragraph of the definition of **Complications of Pregnancy** and is added to the second paragraph;
- 2) The **General Work Stoppage** continuation provision is replaced with the following:
General Work Stoppage (including a strike or lockout): If Your employment terminates due to a cessation of active work as the result of a general work stoppage (including a strike or lockout), Your coverage shall be continued during the work stoppage until the last day of the month in which the coverage terminated, but in no event for a period exceeding six months. If the work stoppage ends, this continuation will cease immediately.
- 3) The provision titled **Policy Interpretation** is deleted in its entirety.
- 4) The following is added to the definition of **Spouse**:
Spouse will include Your domestic partner, provided You have executed a domestic partner affidavit satisfactory to Us, establishing that You and Your partner are domestic partners for the purposes of The Policy. You will continue to be considered domestic partners provided You continue to meet the requirements described in the domestic partner affidavit.

For Wisconsin residents, the time periods stated in the **Claim Appeal** provision are removed.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company


Richard G. Costello, *Secretary*


John C. Walters, *President*

ATTACHMENT “M”

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:

Type of Expenses	Covered	Not Covered
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	<p>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.</p> <p>If the Approval Form is denied, END OF PROCESS.</p>
4	Administration	<ol style="list-style-type: none"> 1. Review forms for compliance with this procedure 2. Submit request to Education Committee (City Council Level) <p>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</p> <p>TO DENY - check the "not approved box" on the Approval Form (Attachment 1), sign and date, return the approved forms to the employee</p> <p><i>Discuss with the employee why an application is not approved</i></p>
5	Administration	<p>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.</p>
6	Employee	<p>If SUCCESSFULLY complete the course - within six (6) months of Successful Completion of course(s)</p> <ol style="list-style-type: none"> 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 <p>If DID NOT successfully complete the course - notify Administration so that the signed original form(s) may be destroyed</p>
7	Administration	<ol style="list-style-type: none"> 1. Review verification of expenses 2. Process for payment as described in policy <ul style="list-style-type: none"> - 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 <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - 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 <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job
Master's/Doctorate (see Attachment 6)	N/A	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - 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 <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - 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) (see Attachment 10)	If degree - Is a minimum requirement for the current job <u>or</u> - Qualifies the Employee for a new trade or profession, <u>or</u> - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, <u>and</u> - Does not qualify the Employee for a new trade or profession, <u>and</u> - Is related to their current job

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

City of Wyandotte
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
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

