AGREEMENT BETWEEN THE CITY OF WYANDOTTE A MICHIGAN MUNICIPAL CORPORATION

AND

LOCAL NO.356 OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO

January 1, 2016 through December 31, 2020

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COLLECTIVE BARGAINING AGREEMENT

This agreement is effective as of the First (lst) of January, 2016 and continues through December 31, 2020 between the City of Wyandotte, a Michigan Municipal Corporation, hereinafter called the "City", and Local No.356 of the International Association of Fire Fighters, AFL-CIO, also known as Wyandotte Fire Fighters Association, hereinafter called the "Union".

Witnesseth: That the parties hereto, in consideration of the Mutual Covenants and Agreements contained, do hereby agree as follows:

ARTICLE I - PURPOSE AND DEFINITIONS

SECTION 1: PURPOSE.

The parties hereto have entered into this Agreement pursuant to the authority of the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract to promote harmonious relations between the City and the Union, in the best interests of the community; and to provide an orderly and equitable means of resolving differences which may arise between the parties.

SECTION 2: DEFINITION.

"City" shall mean the City of Wyandotte, a Michigan Municipal Corporation. "Union" shall mean the members and representative of Local No. 356 of the International Association of Fire Fighters, AFL-CIO, also known as the Wyandotte Fire Fighters Union. Whenever the singular is used, it shall also include the plural.

ARTICLE II - COVERAGE

This Agreement shall be applicable as to all uniformed employees of the Fire Department of the City, excluding the Chief and Assistant Chief (subject to the Letter of Agreement attached as Exhibit 2).

ARTICLE III - RECOGNITION

The City recognizes the Union as the sole and exclusive bargaining representative of the uniformed employees of the Fire Department, excluding the Fire Chief and Assistant Chief.

ARTICLE IV - UNION ACTIVITIES

SECTION 1: GENERAL.

Employees and their union representatives shall have the right to join the Union, to engage in lawful concerted activities for the purposes of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment or their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal.

SECTION 2: RELEASED TIME.

Officers and other representatives of the Union shall be afforded reasonable time during regular working hours, without loss of pay, to fulfill their union responsibilities, processing of grievances, administer and enforce this agreement. For contract negotiating purposes, no more than four (4) persons at a time shall be excused from duty without loss of pay.

SECTION 3: BULLETIN BOARDS.

The Union shall be provided suitable bulletin boards, including at least one at each fire station or ladder house, for the posting of union notices or other materials. Such boards shall be identified with the name of the Union and the Union may designate persons responsible therefore.

SECTION 4: MEETINGS.

A. The Union may schedule meetings on Fire Department property, insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department.

B. The president (or his designee) may be allowed, with approval of the Fire Chief, six (6) duty days over a two year period, if necessary, to attend IAFF conventions or seminars without loss of pay. The Union representative shall transmit to the City information received from such conventions and seminars regarding training and safety issues at no additional cost to the Employer.

C. The Union President may take two (2) additional twenty-four (24) hour days per year to attend educational programs or Union functions, provided that such days do not result in any additional costs to the City.

D. The City will allow one (1) day per year for the Fire Department Retirement System Trustee to attend related educational seminars, if selected by the Retirement Commission to attend. Overtime payments will NOT be made for any time spent at such seminars.

ARTICLE V - OTHER AGREEMENTS AND ORGANIZATIONS

SECTION 1: OTHER AGREEMENTS.

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way voids or nullifies provisions hereof.

SECTION 2: OTHER ORGANIZATIONS.

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

SECTION 3:

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 4:

Employees covered by this Agreement are prohibited from performing firefighting, ambulance or police duties for any other public entity operating a paid or volunteer department other than the City of Wyandotte except as an employee of the City of Wyandotte under the terms of the Mutual Aid Agreement. Employees who violate this section shall be subject to discipline up to and including discharge.

ARTICLE VI - WAGES

SECTION 1: GENERAL.

The salary schedule attached hereto as Exhibit 1 shall be in effect for the term of this Agreement.

SECTION 2: OVERTIME PAY.

Overtime pay shall be paid for employees of the Fire Fighting Division for all work, in excess of their regularly scheduled work day (24 consecutive hours). Such overtime shall be paid at 1 1/2 times the employee's prevailing hourly rate, which for purposes of this agreement, shall be deemed to be the annual salary for such employee as set forth in Exhibit 1 attached hereto, divided by 2,620.8 hours.

SECTION 3: FOOD ALLOWANCE.

An annual prepaid food allowance of $950.00 shall be paid to all employees the first pay period of October. All payments will be prorated upon induction into the service, as well as separation from the service.

SECTION 4: HOLIDAY PAY.

Holiday pay shall be paid to employees on the first Friday in October for each contract year.

Holiday pay will be 5.30% of the employee's current annual base pay.

All payments will be prorated upon induction into the service, as well as separation from the service.

SECTION 5: ADVANCE LIFE SUPPORT (ALS) PREMIUM PAY

ALS premium pay will be determined by applying 4.72% against the base wages of a 4th Year Fire Fighter on October 1 of each year. This amount will be prorated and paid quarterly.

SECTION 6: CALL-IN PAY.

A minimum of four (4) hours at 1 1/2 times the employee's prevailing hourly rate shall be paid to employees who are called in to work and the time worked is not connected to (either prior to or immediately following) a scheduled tour of duty. This provision shall include the Fire Inspector Rank.

Administrative call-ins (including schools, Court, SCBA fit test, etc.) will be paid at 1 ½ times the employee's prevailing hourly rate for the actual duration of the administrative call-in.

SECTION 7: HAZARDOUS MATERIALS TEAM TRAINING

Employees assigned to the Hazardous Materials Team and other Specialty Teams (i.e. dive team, fire investigation team, etc.) as authorized by the Fire Chief will be compensated as follows: if these employees attend the training during their regularly scheduled duty time, they will not suffer any loss of time and will receive their regular compensation. If they attend this training while scheduled to be off duty, they will be paid either overtime at 1 1/2 time or compensatory time at 1 1/2 time, at the employee's choice. The off-duty training shall not exceed forty-eight (48) hours per year, provided the overtime has been approved in advance by the Fire Chief.

SECTION 8: COMPENSATORY TIME

An employee may accumulate up to thirty-six (36) straight time hours as compensatory overtime in lieu of overtime compensation, provided:

1. The employee can take the compensatory time with approval of the Officer in Charge (OIC) at Station #1;

2. The employee must notify his/her OIC at Station #1 he/she wants to be paid for or wants to accumulate compensatory overtime: for accumulation purposes, an employee cannot split hours to be worked, unless the hours to be accumulated, when added to other accumulated hours, will surpass thirty-six (36) straight time hours, in which event the employee may designate hours to be accumulated up to the thirty-six (36) hour maximum and shall be paid the balance in excess of thirty-six (36) hours; and

3. Subject to Section (4) below, compensatory time taken shall not cause any overtime to be worked;

4. One employee per shift may take compensatory time off even if that absence shall cause overtime to be worked; however, in that event, the employee's compensatory time bank shall be charged at time and one half (i.e. four (4) hours compensatory time, bank charged six (6) hours, twelve (12) hours compensatory time, bank charged eighteen (18) hours, twenty-four (24) hours compensatory time, bank charged thirty-six (36) hours, etc). Further, an employee may not take compensatory time on a holiday recognized for City Hall employees, if that absence causes any overtime to be worked. This subsection (4) may be declared null and void effective December 31, 2015 if the City determines that this policy has created a cost to the City. Any dispute over the City's determination that this policy has created a cost to the City may be submitted to the grievance procedure.

5. 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, at the

employee's current base rate. 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. For purposes of this contract, the contract year end date will be December 31st.

ARTICLE VII - HOURS OF EMPLOYMENT

SECTION 1: WORK SCHEDULE.

The work schedule of employees shall be, for the Fire Fighting Division, as prescribed by Act 125, as amended by Act 115, Michigan Public Acts of 1965, as amended.

No more than fifty-two (52) hours per week will be worked in a six (6) calendar week cycle resulting in 50.4 hours per week average on an annual basis when whole Kelly and/or Super Kelly days are applied.

For the Fire Prevention Division, employees shall work eight (8) hours per day, and five (5) days per week. Hours of the Fire Prevention Division shall be 8:00 a.m. to 5:00 p.m. with an unpaid lunch period of one (1) hour, Monday through Friday. Hours worked in excess of forty (40) hours per week will be paid at time and one-half.

SECTION 2: TRADING OF DAYS.

Subject to Department manpower requirements, employees shall be permitted to voluntarily trade a work day, Kelly day or vacation day for a work day and to make "buddy system" arrangements subject to the following:

1. Captains, Lieutenants, and Sergeant/Engineers ("Officers") may exchange such days only with other officers, provided that after such exchange there is a least one Lieutenant (or rank above) scheduled to be on duty or employee of higher rank within the Fire Fighting Division.

2. Fire Fighters and Senior Engineers may exchange such days only with other Fire Fighters and Senior Engineers.

3, Sergeant/Engineers may exchange such days with Fire Fighters and Senior Engineers.

Such trades must be duly and accurately recorded in the particular day's "daily report on the Fire Department" form.

ARTICLE VIII - VACATIONS

SECTION 1: ELIGIBILITY AND AMOUNT.

Employees shall be eligible for annual vacations with pay on the following basis:

A. Fire Fighting Division:

All Fire Fighting Division personnel, including probationary firefighters, shall be granted vacation leave as follows:

1. 1 day/month (up to 10 years of service) 12 days/year;
   11 to 15 years, add 1 day (13 days per year);
   16 to 20 years, add 2 days (14 days per year);
   21 and over, add 3 days (15 days per year).

2. Vacation shall accumulate from the date of employment and may be allowed by the appointing authority after the completion of six (6) months of satisfactory service.

3. Fire Fighting Division personnel shall receive one (1) bonus vacation day if they have taken three (3) or fewer sick leave days during the calendar year. Unpaid leave or unpaid sick time will be counted as sick time used for the purpose of calculating bonus vacation days.

4. Any permanent full time employee may accumulate, at the discretion of the appointing authority, the vacation leave earned during a two (2) year period.

5. Probationary employees may utilize vacation time after six (6) months of their probationary period.

B. Fire Prevention Division (Inspector):

1. 1 1/3 day/month to 2 years, Maximum accumulation 36 days.
   1 2/3 day/month 3 to 9 years, Maximum accumulation 40 days.
   2 days/month 10 to 14 years, Maximum accumulation 40 days.
   2 1/6 day/month 15 to 19 years, Maximum accumulation 40 days.
   2 1/3 day/month 20 years and over, Maximum accumulation 40 days.

2. Vacation shall accumulate from the date of employment and may be allowed by the appointing authority after the completion of six (6) months of satisfactory service.

3. Fire Prevention Division personnel shall receive bonus vacation days as follows:

   If off 0 sick days the previous calendar year, add 6 days;
   If off 1 sick day the previous calendar year, add 5 days;
   If off 2 sick days the previous calendar year, add 4 days;
   If off 3 sick days the previous calendar year, add 3 days;
   If off 4 sick days the previous calendar year, add 2 days;
   If off 5 sick days the previous calendar year, add 1 day;
   If off 6 sick days the previous calendar year, add 0 days.

Unpaid leave or unpaid sick time will be counted as sick time used for the purpose of calculating bonus vacation days.

4. Any permanent full time employee may accumulate, at the discretion of the appointing authority, the vacation leave stated in paragraph B (1) of this article.

SECTION 2: SUMMER VACATION

Summer vacation is defined as Memorial Day through Labor Day.

SECTION 3: DESIGNATION OF VACATION PERIOD.

Employees are required to schedule a summer vacation, consisting of four (4) days assigned by management. Employees are required to keep one (1) of these assigned days but the decision on which days to keep must be made by April 1st. Each division shall select independently of the other.

Open vacation leave will be available to one (1) member per employee classification per shift with a maximum of two (2) employees off on vacation leave and Super Kelly Day at the same time. Employee classification shall mean: 1) Officers, 2) Sergeant/Engineers, and 3) Senior Engineers/Fire Fighters. Two (2) vacation days may be granted to employees within the same classification if no overtime is created or with the approval of the Fire Chief.

SECTION 4: CHRISTMAS VACATION.

Each year two employees shall be entitled to a Christmas vacation, chargeable against their respective accumulated vacation days, provided that:

1. Preference shall be given to the senior applying employees who have not previously had such a vacation (or have not had such in equal number to others).

2. Application, therefore, must be made by April 1.

SECTION 5: SINGLE/OTHER VACATION DAYS.

Except for Christmas Vacation, which is defined in section 4, all other vacation days will be granted on a first come basis.

SECTION 6: TERMINATION OF EMPLOYMENT.

In the event employment is terminated, an employee shall be entitled to payment forthwith for the number of accumulated, unused vacation days at his prevailing rate of pay.

ARTICLE IX - SENIORITY

SECTION 1: APPLICATION.

Seniority and its application shall be governed by the provisions of Act 78, Michigan Public Acts of 1935, as amended; except as modified by this collective bargaining agreement. A new hire's probationary period will be eighteen (18) months.

SECTION 2: ASSIGNMENTS.

As to platoons, units and stations, it would seem that seniority should be recognized so long as departmental functions remain unimpaired. Final right of assignment should remain with the Chief, provided, of course, that his ruling is not capricious, arbitrary or discriminatory. Seniority within each classification shall be recognized as to transfers between units and stations in case of permanent vacancies created by death, retirement, termination or promotion.

Seniority shall also be recognized as to the performance of emergency vehicle attendant services.

ARTICLE X - SICK LEAVE, FUNERAL LEAVE & PERSONAL LEAVE

SECTION 1: FIRE FIGHTING DIVISION.

A. Accumulation of Sick Leave Credits:

The maximum Sick Leave accrual for all employees will be eighteen (18) hours per service month.

Sick leave credits may accumulate without a maximum.

B. Charges Against Credits:

Sick leave: Family and Medical Leave Act (FMLA)
1. The City shall implement the Family and Medical Leave Act in accordance with its requirements.

A. The implementation of the Family and Medical Leave Act shall not diminish any current contract benefits.

B. Every employee shall be entitled to select the use of paid or unpaid time when they take leave pursuant to the Family and Medical Leave Act.

2. Sick leave: An employee shall be entitled to charge two accumulated sick leave days annually for family illness. The employee shall inform his department head of such family illness. ("Family" defined under this Article, Section 1 C).

3. Replenishment of credits: At the end of a calendar year, accumulated unused credit shall be carried forward.

4. Illness during vacation: In the event a member suffers a physician-certified illness immediately prior to a vacation period and such illness extends into said vacation period, as so certified, then such day(s) shall not be charged against said employee's allotted vacation time, but shall be charged against his/her sick leave accumulation.

5. Sick leave usage by probationary employees is subject to the approval of the Fire Chief.

C. Funeral Leave:

Independent of sick leave or vacation credits, an employee shall be entitled up to two (2) scheduled work days per funeral to make preparation for and attend the funeral and burial of an immediate family member. The immediate "family" includes the Fire Fighter's spouse and any of the following relatives of either the Fire Fighter or Spouse: Child, Stepchild, Mother, Father, Stepmother, Stepfather, Sister, Brother, Grandparent, Grandchild or any other persons who are established members of the employee's household.

Added days may be requested and granted by the approval of the Chief of the Department. If more than two (2) scheduled days are needed, those days will be deducted from sick leave.

A death in the employee's immediate family, as defined in Section 1, which occurs during the employee's scheduled vacation period shall not be charged against vacation time, but shall be charged as funeral leave.

D. Personal Leave:

Two (2) twenty-four (24) hour days for Fire Fighting Division and three (3) eight (8) hour days for Fire Prevention Division can be taken as personal leave days in four (4) hour increments, one (1) day of which will NOT be charged against accumulated sick leave; other personal leave will be charged against accumulated sick leave. Said personal leave may be taken provided additional costs to the City will not occur. The charges against accumulated sick leave for personal leave days taken will not affect the vacation bonus. For purposes of this section, the first day taken will not be charged. Schedule of personal leave will be on a calendar year beginning January 1 of each year. Probationary employees may utilize personal time in the last six (6) months of the probationary period. Personal leave will not be allowed for special events identified in advance by the City.

SECTION 2: FIRE PREVENTION DIVISION.

The provisions of Section 1 above, shall insofar as applicable, apply to the Fire Prevention Division. Specifically, Section 1 (A), 2 & 3 and Section 1- (B)1 Family Medical Leave Act. An employee may be entitled to charge up to five (5) accumulated sick leave days annually which shall count under the FMLA bank.

Funeral Leave: The number of days allowed for funeral leave shall be up to three (3) days.

SECTION 3: RELATIONS BETWEEN DIVISIONS

In the event an employee changes from the Fire Fighting Division to the Fire Prevention Division, or vice versa, his vacation and sick leave credits shall be prorated and adjusted in accordance with the following:

The conversion of accumulated sick and vacation leave upon movement from the Fire Fighting Division to the Fire Prevention Division will be calculated as follows:

A. Sick Leave:

1. The accumulated sick leave balance of the employee in the Fire Fighting Division will be converted to a dollar value. This dollar value will be divided by the daily rate of pay for the rank and pay-step to be entered in the Fire Prevention Division. The resulting number of days will be rounded to the nearest one-quarter (1/4) of a day.

B. Vacation Leave:

1. The accumulated vacation leave balance of the employee in the Fire Fighting Division will be converted to a dollar value. This dollar value will be divided by the daily rate of pay for the rank and pay-step to be entered in the Fire Prevention Division. The resulting number of days will be rounded to the nearest one-quarter (1/4) of a day.

2. The employee will have the following option with respect to the vacation days in excess of the allowable maximum of forty (40) days, if any should exist.

A. The employee will be given up to twenty-four (24) months to use the vacation days in excess of the maximum.

B. The employee may receive a lump sum payment for the value of the excess vacation days.

3. The employee must exercise his option in #2 above within the six (6) month probationary period of the new position.

The conversion of accumulated sick and vacation leave upon movement from the Fire Prevention Division to the Fire Fighting Division will be calculated as follows:

A. Sick Leave:

1. The accumulated sick leave balance of the employee in the Fire Prevention Division will be converted to a dollar value. This dollar value will be divided by the daily rate of pay for the rank and pay-step to be entered in the Fire Fighting Division. The resulting number of days will be rounded to the nearest one-quarter (1/4) of day.

B. Vacation Leave:

1. The accumulated vacation leave balance of the employee in the Fire Prevention Division will be converted to a dollar value. This dollar value will be divided by the daily rate of pay for the rank and pay-step to be entered in the Fire Fighting Division. The resulting number of days will be rounded to the nearest one-quarter (1/4) of a day.

SECTION 4: PAID SICK LEAVE - ALL EMPLOYEES

Fire Prevention Division Employees

A. When an employee leaves the service of the City through retirement or death, he/she shall receive payment for one-half (1/2) of accumulated sick leave time at a rate per hour determined by his last annual rate divided by two thousand eighty (2,080) hours.

B. Buy back of accumulated sick or vacation leave:

The maximum sick leave accumulation for purposes of this section is ninety (90) days. The method of computation shall be as follows:

> Last annual rate equals hourly rate x 2,080 hours. Hourly rate x hours x 1/2 of accumulated sick days. (Not to exceed forty-five (45) paid days).

Fire Fighting Division Employees

A. When an employee leaves the service of the City through retirement or death, he/she shall receive payment for one-half (1/2) of accumulated sick leave time at a rate per hour determined by his last annual rate divided by two thousand six hundred twenty and eight tenths. (2,620.8) hours.

B. Buy back of accumulated sick or vacation leave

The maximum sick leave accumulation for purposes of this section is thirty-eight (38) days. The method of computation shall be as follows:

> Last annual rate equals hourly rate x 2,620.8 hours. Hourly rate x hours x 1/2 of accumulated sick days. (Not to exceed nineteen (19) paid days).

SECTION 5: 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 thirty-eight (38) days or (912) hours shall be divided by ten (10) days or (240) hours and the answer will represent the "separation bonus factor". This number will be rounded down to the nearest whole number and cannot exceed eighteen (18). 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.

SECTION 6: SICK LEAVE IN LINE OF DUTY.

In all cases where an employee has been totally incapacitated as a result of an accidental injury or an acquired occupational disease arising out of and in the course of his employment, and if it is determined that such injury or disease is not the result of such employee's culpable misconduct, then such employee shall be paid for the time lost during such disability for a period of ninety (90) calendar days, and for

such additional days said employee may have to his credit as accumulated compensatory time, sick leave, or vacation leave in this order, such sum or sums of money which, when added to his worker's compensation benefits, shall be equal to his full wage or salary at the time of his injury. When all such time shall be exhausted, the City shall carry the employee at his full salary or wage and the City Council shall, at this time, in conjunction with the City physician and the Department head, review such disability case. Disability cases considered as likely to be permanent may be referred to the Retirement Commission for consideration and appropriate action.

SECTION 7: MEDICAL CERTIFICATE

The City may instruct the employee who has been absent for three (3) or more consecutive duty days to be re-examined by the City physician who may determine whether or not the employee is able to return to full duty or not able to return to work. The employee may also be required by the City to produce evidence in the form of a medical certificate by his/her physician supporting the three (3) or more consecutive duty day absence.

SECTION 8: SUSPICION OF SICK TIME ABUSE

If management requires an employee to provide a sick note due to suspicion of sick time abuse, and the sick day occurred before or after a vacation day, holiday, or Super Kelly day, the note must be provided by the next scheduled duty day after returning to work.

ARTICLE XI - INSURANCE

SECTION 1: LIFE INSURANCE.

The City will provide and bear the cost of life insurance for active employees in the amount of $40,000.00 with a $40,000.00 AD & D.

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 Dollars ($5,000.00). For members of the Defined Contribution Plan, this benefit will be available after twenty-five (25) years of service or at the age of fifty-five (55) with ten (10) years of service. This provision does not apply to those employees who elect a deferred retirement.

SECTION 2: HEALTH INSURANCE.

All employees will have the choice of the group health insurance described in Exhibits 6 through 10 (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. 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 Exhibits. 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). See Exhibit 6.

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. See Exhibit 7.

Blue Cross/Blue Shield Community Blue PPO 1 - Employees may voluntarily elect the following coverage (Community Blue Plan 1 PPO as described in Exhibit 8) 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 Exhibit 9)

Vision Insurance – Blue Cross Blue Shield Vision Plan (see Exhibit 10)

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

The insurance coverages provided in this Article shall be effective for an employee commencing with the first date of actual work for the City except as noted in Section 4B and 4C.

SECTION 3: DOUBLE COVERAGE.

A. An employee shall not have coverage under both the City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.

B. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for any insurance coverage provided by the City; if an employee is covered by his/her spouse's health insurance coverage, the employee may receive dental and vision coverage as provided in Section 2; the insurance provided in Section 4 shall be available for any person who retires from 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 $400.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this post-paid 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 aforementioned pay 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 2, or original coverage described above, will only be allowed during the annual re-opening period except for the initial conversion to the plan in Section 2.

SECTION 4: HOSPITAL INSURANCE FOR RETIREES.

The City shall provide medical insurance benefits for all retired employees according to the following:

Hired prior to October 1, 2004	–	Not eligible if employee worked less than 10 years 100% paid by the employer if employee worked 10+ years
Hired after October 1, 2004 but Before February 1, 2009	–	Not eligible if employee worked less than 10 years 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.

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 Exhibit 11)
2. Blue Care Network (HMO), and a $15/30 Co-Pay Drug Rider (See Exhibit 12)

Upon the retiree or spouse becoming eligible for Medicare, either coverage will be continued as Blue Cross Blue Shield Medicare Plus Blue Group PPO with a $15/30 Co-pay Drug Rider (See Exhibit 13). The provisions of Section 4(3) (below) will <u>not</u> 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.

A. Retiree health care coverage is subject to the following:

1. An employee shall not have coverage under both City insurance and coverage under his/her spouse's insurance; double coverage will not be allowed.

2. An employee will be required to sign a "Statement of Non-Double Coverage" to become eligible for the insurance coverage provided by the City.

3. If an employee is covered by his/her spouse's health insurance and not covered under the City's insurance contract, then the employee shall receive a post paid allowance in the amount of $100.00 for each month that said employee is not covered under the City's health insurance contract. Payment of this allowance shall be made quarterly in April, July, October and January of each year.

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

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

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

SECTION 4C. In the event of a paid sickness or disability leave of absence, the City shall continue to pay the premium for insurance specified in this Article for any month for which an employee receives actual compensation from the City. Compensation is defined as any payment for actual hours worked, sick time used, vacation time used, or personal leave days used.

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

SECTION 5: RETIREE HEALTH SAVINGS PLAN.

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

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

Disability cases considered as likely to be permanent should be referred to the Director of Financial/Administrative Services 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.

SECTION 6: LONG TERM DISABILITY (LTD).

1. The City will provide and bear the cost of Long Term Disability Insurance for regular classified employees as described in Exhibit 14.

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, (maximum allowed by Insurance Carrier). The cost to the employee will be based on the carrier's cost difference from 50% of base to 60%, or 66 2/3% of base, respectively.

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.

ARTICLE XII – UNIFORM ALLOWANCE

SECTION 1: TURN OUT GEAR.

The City shall furnish all Turn Out Gear for employees. All new Turn Out Gear shall meet or exceed current NFPA and OSHA standards at time of issue.

New employees shall be issued new boots and gloves. Turn Out Coats, Bunker Pants and Helmets, if reissued, shall be cleaned, sanitized and meet current NFPA and OSHA standards.

SECTION 2: UNIFORM ALLOWANCE.

The City, in addition to furnishing Turn Out Gear under Section 1, shall pay each employee a prepaid uniform allowance, as follows:

$825.00 per year

One half shall be paid in the first pay period of October one half should be paid in the first pay period of April. All payments will be prorated upon induction into the service as well as separation from service.

ARTICLE XIII - MAINTENANCE OF CONDITIONS

SECTION 1: MAINTENANCE OF CONDITIONS.

Wages, hours, and conditions of employment in effect at the execution of this Agreement shall, except as changed herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in benefits as a consequence of the execution of this Agreement.

SECTION 2: MANAGEMENT RIGHTS.

The Management of the Fire 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 and Fire Commission, Civil Service Commission, and the Mayor and City Council of the City of Wyandotte, in accordance with provisions of the laws of the State of Michigan, the City Charter, Ordinances and Resolutions presently in effect.

SECTION 3: RELATION TO REGULATIONS, ETC.

It is expressly agreed by the parties hereto that existing work rules, and regulations governing employment with the City of Wyandotte 1967-68, schedules and regulations governing wage and salary policies of the City of Wyandotte 1967-68, rules and regulations for the government and discipline of the Fire Department of the City of Wyandotte, City Charter, ordinances and resolutions, as revised, shall remain in force and effect during the life of this Agreement providing that they are not inconsistent herewith.

SECTION 4: UNION SECURITY AND DUES.

A. It shall be a continuing condition of employment that all employees who are presently members of the Union shall maintain such membership and pay the Union's periodic dues and initiation fees. It shall be a continuing condition of employment that all employees who are not members of the Union and who do not become and remain members of the Union and pay its periodic dues and initiation fees, shall alternatively pay a bargaining service fee, (hereinafter referred to as Agency Shop Service Fee) in the amount equivalent to such periodic dues and initiation fees. Employees who fail to comply with this requirement within thirty (30) days shall be discharged by the Employer.

B. Each employee in the bargaining unit shall execute an authorization for the deduction of union dues, fees and assessments or equivalent agency shop service fees.

C. The City shall deduct from the pay of each employee from whom it receives an authorization to do so, the required amount for the payment of union dues, fees and assessments or agency shop service fees. Such sums, accompanied by a list of employees from whose pay they have been deducted and the amount deducted from each and by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore shall be forwarded to the union office within thirty (30) days after such collections have been made.

D. The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance of any sum other than that constituting actual deductions made from wages earned by employees. 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 the purpose of complying with this section of the Agreement.

SECTION 5: EMERGENCY SERVICE.

All new hires in the Fire Department shall have EMT certifications, and shall retain such certification as a condition of continued employment, so long as the City elects to continue EMT services.

SECTION 6: FIRE INSPECTOR/PROMOTIONS

1. If the City elects to maintain a fire inspector position, that position shall be filled in accordance with Act 78, and out of the rank of lieutenant. The person must attain a state certified inspector's license. The salary of the position of fire inspector shall be the wage of a full paid captain. The fire inspector shall receive the same benefits as the assistant chief. The fire inspector shall be eligible to test for promotion to captain in the Fire Fighting Division. Captains in the Fire Suppression Division shall be able to test for and be promoted to the position of inspector. The fire inspector's regular workweek shall be the same as the Fire Chief and Assistant Fire Chief which is 40 hours per week, and generally scheduled Monday through Friday, 8:00 a.m. to 5:00 p.m. Overtime after 40 hours per week and call-in pay shall be applicable.

2. All promotions, including Driver's upgrade from Fire Fighter to Driver, shall be allowed to return to the Fire Fighting Division rank from which he was promoted until confirmation occurs (6 months). Subsequent to confirmation, whoever chooses to relinquish his rank shall return to the rank of Fire Fighter with full seniority rights unless the move to the Fire Fighting Division is as a result of his certification of the current eligibility list for promotion.

   Should a promoted person or a Fire Fighter/Driver return to their former rank prior to confirmation, any persons promoted as a result of the promotion shall also return to their prior rank. Time spent at a higher rank shall count towards meeting probationary requirements should the member be promoted to the higher rank in the future.

SECTION 7: MAINTENANCE WORK

Maintenance work which requires special skills, including by way of illustration and limitation, carpentry work, plumbing, electrical work, washing and painting ceilings and walls, shall not be required to be performed by Fire Fighters.

SECTION 8: DEPARTMENT MANUAL.

The Department manual shall be amended, Section 132, to require that all orders issued will be posted for at least seven (7) days. Further, a copy of each order will be given to the Union President and the Administrative Services Office at City Hall. In addition, a permanent log of all department orders will be kept at each Fire Station.

SECTION 9: SCHOOLING.

A. The City shall pay up to $5,000 annually (calendar year) for seniority members of the bargaining unit who take courses in accordance with the City's Educational Assistance Program. Refer to Exhibit 15 for details regarding this program.

B. A maximum of twenty-four (24) hours of duty release time may be taken, per college semester, for the sole purpose of pursuing secondary education. Time is to be taken in four (4) hour increments and will be scheduled in advance with the Fire Chief. Employees must provide proof of enrollment in college courses prior to requesting secondary education release time. Time off is subject to the approval of the Fire Chief and granted time will be deducted from the Employee's personal leave time or vacation time bank.

SECTION 10: RESIDENCY

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

SECTION 11: SELECTION OF FIRE CHIEF AND ASSISTANT FIRE CHIEF

The Union and City agree to the following change to the selection process of the Fire Chief and Assistant Fire Chief:

The ranks of (Captain and Lieutenant) will be eligible to test simultaneously for the rank of Fire Chief and Assistant Fire Chief. Sergeants will be eligible as outlined in the Rules and Regulations of the City of Wyandotte Firefighters Civil Service Commission.

The Mayor, with City Council approval, has the authority to select from the top three (3) candidates in the selection process.

SECTION 12: PROMOTIONAL LIST

The City of Wyandotte and Local #356, International Association of Fire Fighters Wyandotte Fire Fighters Association hereby agree that promotion eligibility lists created pursuant to promotion exams administered by the Wyandotte Fire Civil Service Commission for the positions of lieutenant, fire inspector, fire captain, assistant fire chief and fire chief shall be in effect to a two (2) year period commencing on the date the immediately preceding list for that position expired.

Both parties recognize that if a promotion exam is given or graded after the expiration date of the eligibility list for one of the above ranks, the eligibility list thereby created will be retroactively dated to coincide with the expiration date of the prior list.

SECTION 13: PHYSICAL FITNESS INCENTIVE PROGRAM

The City agrees to implement a physical fitness incentive program. Employees will be eligible to test semi-annually in accordance with the policy established by the Fire Chief.

SECTION 14: DIRECT DEPOSIT

Employees are required to use a direct deposit of their paychecks including any supplemental pays, during the year.

SECTION 15: EMERGENCY MANAGER STATUTE

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 4 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 4 of 2011, as amended, (Local Government and School District Fiscal Accountability Act) ("the Act"); or (3) any action of an Emergency Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately become null and void if that Act is stayed, reversed in referendum, or ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court or the Michigan Court of Appeals.

SECTION 16: PROMOTIONAL PROCESS

Captain - In order to be eligible to be promoted to Captain, an employee must have achieved the rank of Lieutenant with two (2) years in grade. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Captain, then an employee must have achieved the rank of Lieutenant. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Captain, then an employee must have at least ten (10) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer.

Lieutenant – In order to be eligible to be promoted to Lieutenant, an employee must have at least ten (10) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Lieutenant, then an employee must have at least eight (8) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer. In the event that there are not at least two (2) employees who meet this minimum criteria for promotion to Lieutenant, then an employee must have at least five (5) years of service in the Wyandotte Fire Department or hold the rank of Fire Sergeant/Engineer.

Fire Sergeant/Engineer – This rank will be a seniority promotion from the rank of Fire Fighter.

ARTICLE XIV - STRIKE PROHIBITION

SECTION 1:

No lockouts of employees shall be instituted by the employer during the term of this Agreement.

SECTION 2:

The Union will not engage in, or sanction, strike action, during the life of this Agreement in accordance with Act 379 of the Michigan Public Acts of 1965 as amended.

ARTICLE XV - DISCIPLINE

No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished, except for cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such action, and all charges shall be void unless filed within 90 days of the occurrence of the alleged violation. In the event a grievance thereon is filed by the employee, as elsewhere provided in this Agreement, the burden of the proof of the charges shall be upon the City. In any trial board proceeding, the employee shall have reasonable time to prepare for the defense against charges preferred, and shall have the right to counsel; and shall be afforded due process.

ARTICLE XVI - GRIEVANCE AND ARBITRATION

SECTION 1: GRIEVANCE PROCEDURE.

Should any differences, disputes or complaints arise as to the meaning of application of the provisions of this Agreement, such differences shall be resolved in the following manner:

Step 1: By grievance in writing submitted by the Union to the chief of the department, within fourteen (14) calendar days of the occurrence, who shall reply in writing within seven (7) calendar days from the date he receives the written grievance.

Step 2: If unsatisfactorily adjusted in step 1, by written appeal from the step 1 reply (or deadline therefore, if no reply is received) within seven (7) calendar days, to the Police and Fire Commission, which shall review the grievance on the date of the next regular meeting of the Police and Fire Commission and shall make a written answer to the grievance on the date of the next regular meeting following the meeting of review.

Step 3: If unsatisfactorily adjusted in step 2, by written appeal from the step 2 reply (or deadline therefore, if no reply is received) within seven (7) calendar days to the Director of Administration who shall review the grievance and make a written answer to the grievance within thirty (30) business days.

Step 4: If the grievance is not satisfactorily adjusted in the last preceding step, either party may, within twenty-eight (28) calendar days, in writing, request arbitration, and the other party shall be obliged to proceed with arbitration in the manner hereinafter provided.

The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within seven (7) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the American Arbitration Association in accordance with the then applicable rules and regulations of the Association.

The expenses of the arbitrator, excepting the parties' own expenses, shall be borne equally by the Union and the City. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but he shall not have the power to alter or modify the terms of this Agreement.

With respect to arbitrations involving the discipline or discharge of employees, the arbitrator shall determine if the discharge or discipline was for just cause; and he may review the penalty imposed and if he shall determine it to be inappropriate and/or unduly severe, he may modify it accordingly. He shall have the authority in cases concerning discharge, discipline and/or other matters, if he shall so determine, to order the payment of back wages and compensation for an employee which the employee would otherwise have received (less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise), and/or enter such other and/or further award as he deems appropriate and just. His award shall be final and binding on the parties and affected employees.

SECTION 2: OTHER REMEDIES.

The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any employee by law, including, but not limited to, Act 78, Michigan Public Acts of 1935 as amended.

ARTICLE XVII - GENERAL

SECTION 1: SEPARABILITY.

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 Union, and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be 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, insofar as possible, continue in full force and effect.

SECTION 2: DISTRIBUTION OF AGREEMENT.

The City shall distribute a copy of this Agreement to all employees of the Fire Department.

SECTION 3: DRUG TESTING.

PURPOSE

The City of Wyandotte and the Union have established a drug free program covering members of the Fire 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.

POLICY

It is the policy of this Department that the critical mission of providing fire prevention, suppression, and emergency medical response services justifies the maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

There are 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 are 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 an employee's physical and mental health, and thus, job performance.

Where employees participate in illegal drug use and drug activity, the integrity of the profession, and the public confidence in that integrity are destroyed.

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

DEFINITIONS

A. Employee -- Those employees of the Department who are members of the IAFF.

B. Drug Test -- The compulsory or voluntary production and submission of urine by an Employee in accordance with departmental procedures for chemical analysis to detect prohibited drug usage.

C: Probable Cause – is quantity of proof that is more than a reasonable suspicion. Probable cause exists where there is reasonable and trusted information to warrant a person of reasonable caution to believe that an individual is or has been using drugs on or off duty.

D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific objective facts, and any rationally derived inferences from those facts, about the conduct of an individual is or has been using drugs while on or off duty.

E. MRP -- Medical Review Physician -- The medical review physician is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRP will be a licensed physician with knowledge of substance abuse disorders. The MRP shall have appropriate medical training to interpret

and evaluate an individual's test results with his/her medical history and any other relevant biomedical information.

F. The City for Administrative purposes of this policy means City Administrator.

PROCEDURES/RULES

A. Prohibited Activity

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

1. No Employee shall illegally possess any controlled substance.

2. No Employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

3. Discipline of Employees 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 an Employee's drug test was positive, the Employee may be immediately be relieved of duty pending a Department investigation at the discretion of the Fire Chief or his/her designee.

B. Employee Drug Testing

1. Employees will be required to take random drug tests as a condition of continued employment in order to ascertain prohibited drug use.

2. The City and Union have agreed to a policy that no Employee shall be subject to a second test until all Employees have been first tested, 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 Fire 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 immediately if currently on duty or immediately upon reporting to work within the 24 hour period.

   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. 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 Fire Chief may order an Employee to take a drug test upon documented probable cause that the Employee is or has been using drugs. A written summary of facts

supporting the order shall be made available to the Employee prior to the actual test. If such Employee's test is negative, the summary of facts supporting the order shall not be placed in his/her file. However, the negative test result shall be placed in the file.

5. Upon reasonable suspicion the Department may request, through the Union, that the Employee submit to a voluntary drug test. Reasonable suspicion includes when an Employee gets into an accident while driving a City vehicle or operating City equipment or if an Employee suffers a work-related injury requiring an examination at the City's medical clinic (except for first aid). In notifying the Union of such request, a written summary of the facts supporting such reasonable suspicion shall be made available to the Union and the employee, upon request. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Section 4 herein. Any Employee 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.

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 Fire 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 Director of Administrative Services, followed by unannounced periodic testing for drugs. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a City approved/supervised in-patient treatment facility, followed by participation in a City approved/supervised out-patient treatment program as directed by the City. Participants in both the rehabilitation/treatment program and the education program will be subject to unannounced periodic testing for drugs for a period of two (2) years. Any further use of any controlled substance under any circumstance may thereafter result in the employee's suspension and dismissal from the City. Furthermore, the failure to fully participate in an/or successfully complete the prescribed education or rehabilitation and follow-up program may constitute grounds for dismissal.

2. The drug education program and in-patient treatment referred to in this Section shall be paid for by the City-provided insurance program with any additional costs borne by the City.

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.

Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy are to ensure the integrity of department drug testing and, with respect to the collection of sample, chain of custody, storage of the sample, the type of initial and confirmatory tests used, and the amount of drug or drug metabolite to be regarded as a positive shall be consistent with Mandatory Guidelines for Federal Workplace Drug Testing Programs (Federal Regulation V. 75, No. 22,809, dated Friday, April 30, 2010, 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 Employee 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 Employee to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs; however, medical information may be given to the laboratory testing personnel on a voluntary basis. If the test results are positive, it will be mandatory that they divulge the necessary medical information to the Medical Review Physician that may have lead to a false positive test.

4. The bathroom facility of the testing area shall be private and secure.

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

5. Where an Employee 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 Employee shall be permitted 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 Employee may allow a blood sample to be drawn. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRP.

6. The urine/blood sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or the Union, prior to disciplinary action, should the original sample result in legal dispute. The Employee 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.

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 Fire Chief 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 that the initial screening test.

4. The drug screening test selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples of adequately trained in collection procedures.

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

Initial Test Level	(ng/ml)
Marijuana Metabolite	50
Cocaine Metabolite	150
Opiate Metabolite	2000
Acetylmorphine	10
Phencyclidine	25
Amphetamines/MDMA/AMP/MAMP	500
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	100**
Opiates:	
Morphine	2000
Codeine	2000
Acetylmorphine	10
Phencyclidine	25
Amphetamines/MDMA/AMP/MAMP:	
Amphetamine	250
Methamphetamine	250
Barbiturates	200

*Delta-9-tetrahydrocannabinol-9-carboxylic acid
**Benzoylecgonine
+25ng/ml if immunoassary-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. Employees 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 Employee's file upon the Employee's request.

8. Any Employee who interferes with the testing process or breaches the confidentially of test results shall be subject to discipline.

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.

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 Employee's job duties.

Procedures for Implementation of the Last Chance Agreement

1. An Employee whose drug tests has been confirmed positive by the Medical Review Physician during scheduled, reasonable suspicion, or probable cause testing shall, if found guilty during department disciplinary proceedings, be offered a last chance agreement.

2. Standard letter of conditions for continued employment (last chance agreement) must be signed by Department and Employee.

3. The Employee must attend the employee assistance program and/or an authorized rehabilitation source.

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

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

4. The Employee 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 Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.

6. The Employee must pass a medical examination administered by a medical facility designated by the Fire 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 Employee 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 Employee must submit to periodic urinalysis on a timetable as may be determined by the Chief.

9. The Employee shall be subject to the terms of this program for three (3) years after their return to work.

10. The Employee shall be notified in writing that the Employee will be automatically terminated forthwith if a violation of any portion of this program occurs at any time during its enforcement term unless the Employee demonstrates to the City's satisfaction compelling reasons why he/she should not be terminated. An Employee shall have (10) days to present such evidence to the City Administrator for its determination.

11. The Employee must be advised that the Employee is not obligated to sign the agreement and be advised he/she has the right to seek legal counsel and be advised he/she has the right to seek the legal counsel of his/her choice and/or labor representative.

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

Now, therefore it is agreed that:

1. The Employee 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 Employee must complete a rehabilitation program as prescribed by the employee assistance program and/or an authorized rehabilitation source.

3. The Employee must pass a medical examination administered by a medical facility designated by the Fire 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 Employee may be allowed to use sick time and apply for medical leave of absence if required, while undergoing rehabilitation.

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

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

6. Upon clearance by the medical facility designated by the City, _____ shall be returned to Fire Department as a _____.

7. Upon reinstatement, the Employee shall be subject to the procedures as outlined in IV, J, of the Wyandotte Fire Department Drug Free Work Place Regulation.

8. _____ shall submit to controlled substance testing as the discretion of the Fire 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 Fire Department promotional purposes, for time separated from the Fire Department between _____ and the date of return to duty. No other wage is due or owing, and _____ waives any claim thereto.

10. The Union shall withdraw with prejudice the Grievance #_____ and shall release and discharge employer from any and all claims relating thereto. The Employer shall release and discharge the Union and _____ from any and all claims relating thereto. _____ shall release and discharge the Union and the Employer from any and all claims relating to grievance #_____ including but not limited to the processing and arbitration of this grievance. Further, _____ release the City and Union from all liability and claims he/she may have had or now has with respect to his/her employment with the City of Wyandotte whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collection bargaining agreement between the City of Wyandotte and the International Association of Fire Fighters Local #356.

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 Employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Fire Department.

Dated this _____ day of _____, 20__

_____ _____
Employee Fire Chief

_____ _____
Union Representative City Administrator

ARTICLE XVIII - DURATION

SECTION 1: DURATION.

This Agreement shall be effective as of January 1, 2016 and remain in force and effect through December 31, 2020.

SECTION 2: FUTURE NEGOTIATIONS.

The parties agree that 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 begin October 1st prior to the expiration of the existing Agreement.

SECTION 3: EXTENSION.

In the event that negotiations extend beyond the said expiration date of this Agreement it shall remain in full force and effect pending Agreement upon a new contract, subject to termination by either party on thirty (30) days written notice.

ARTICLE XIX - PENSIONS

The City and Union agree that the City Code of Ordinances, Chapter 2 (City of Wyandotte Employee's Retirement System) is incorporated into 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, or age fifty-five (55) with ten (10) or more years of credited service.

4. The City agrees to become a reciprocal Community under Act 88, Public Acts of 1961, as amended, The Reciprocal Retirement Act.

5. The City agrees to provide a pension provision typically called the "Pop-up Provision". This provision allows for the pension benefit under Options 2 or 3 to "pop-up" to the straight life benefit in the event of the death of, or divorce from, the beneficiary. Benefits for Option 2 and 3 are to be calculated in accordance with "Option Factors" adopted by City of Wyandotte Employee Retirement System.

6. Employees hired prior to October 1, 2000, and who retire after February 1, 2012, shall be Fire Members of the City of Wyandotte Retirement System (Defined Benefit Plan). For those employees, the following applies:

a. Final Average Compensation (FAC), (except in the case of deferred retirement, a member's resignation, or a member's discharge), will be based on the highest three (3) consecutive years out of the last ten (10) of compensation, as defined by ordinance, and shall include base pay, overtime (except for overtime funded through or by the School Board and Church Festival Events), ALS premium pay, food allowance and holiday pay for this time period. In addition, FAC shall also include a member's accrued vacation and sick leave paid on retirement, provided however, that said accrued vacation and sick leave amounts shall in no event increase a member's FAC by more than twenty-five (25) percent.

   Effective October 1, 2004, any unused sick days (at the time of death or retirement) in excess of thirty-seven and one-half (37 ½) shall be divided by ten (10) and the result will represent the number of bonus credited service months to be added to the regular credited service. Bonus credited service cannot exceed eighteen (18) months.

b. Effective February 1, 2000, all firefighter members active on February 1, 2000, shall be guaranteed a straight life pension equal to the sum of (i) the number of years, and fraction of a year, of his credited service, not to exceed twenty-five (25), multiplied by two and one-half (2.5) per cent, 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 one (1.0) per cent times the final average compensation, but not to exceed seventy-five (75) per cent of final average compensation less an amount equal to the actuarial equivalent of his hypothetical accumulated contributions (per 6c below) standing to his credit at the time of his retirement.

   Effective September 16, 2005, all firefighter members hired prior to October 1, 1982, that retire within sixty (60) days of attainment of twenty-five (25) years of credited service or within sixty (60) days after the effective date of the 2005 Act 312 arbitration award (no later than November 15, 2005), shall be guaranteed a straight life pension equal the sum of number of years and months of credited service, not to exceed twenty-five (25) years, multiplied by 2.80%, 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.

   Effective October 1, 2004, any unused sick days (at the time of death or retirement) in excess of thirty-seven and one-half (37 ½) shall be divided by ten (10) and the result will represent the number of bonus credited service months to be added to the regular credited service. Bonus credited service cannot exceed eighteen (18) months.

c. For all employees hired after October 1, 1982, accumulated contribution balances will be created as of February 1, 2000 with employee contributions of 5.00% of all compensation included in FAC and interest credits of 5.00% of the accumulated contribution balance. However, if the Union notifies the Director of Financial Services in writing prior to the date of the signed contract that the Union does not want an employee contribution, applicable members of the Union will have a hypothetical accumulated contribution account created. This hypothetical accumulated contribution account will accumulate hypothetical employee contributions of 5.00% of all compensation included in FAC and interest credits of 5.00% of the hypothetical contribution balance. If this option is selected, no actual member contributions will be required.

NOTE: On October 26, 2000, the Union notified the Director of Financial/Administrative Services electing the 5.00% hypothetical annuity with the 5.00% hypothetical interest and no actual contributions.

d. Effective February 1, 2000, for members hired prior to October 1, 1982, the current hypothetical contribution balance is retained with prospective contributions of 5.00% of all compensation included in FAC and interest credits of 5.00% of the hypothetical contribution balance.

7. Employees hired on or after October 1, 2000 shall not be members of the City of Wyandotte Retirement System (Defined Benefit Plan) but instead will become participants of the City of Wyandotte Retirement System – Defined Contribution Plan. The City shall make an annual contribution of ten percent (10%) of the employee's base salary that he or she actually received in the prior calendar year. The employee shall be required to contribute five percent (5%) of base salary to the plan. Vesting in the plan shall occur after five years. 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. The City may purchase an insurance policy to provide this disability provision.

8. 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.

9. The Union agrees to modify the Supplemental Retirement Allowance (13th Check) of the City of Wyandotte Retirement Ordinance to provide for a distribution formula that provides a greater benefit to pension recipients who have been retired for a longer period of time without increasing the gross amount distributed to all eligible retirees. This provision will be reviewed with the Union prior to implementation. This change will be effective when all affected collective bargaining units agree to change this element of the Retirement Ordinance.

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

LOCAL NO. 356, I.A.F.F., AFL-CIO,
WYANDOTTE FIRE FIGHTERS ASSOCIATION

Ray Wagoner, President

Daniel R. Hawkins IV, Vice President

Dated: 6-17-2016

CITY OF WYANDOTTE,
A MICHIGAN MUNICIPAL CORPORATION

Joseph R. Peterson, Mayor

Lawrence S. Stec, City Clerk

Exhibit 1

City of Wyandotte - Wage Schedule
Fire Department January 1, 2016 through December 31, 2016

3.50%

Class	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Fire Inspector	$83,577.31	$87,927.84				
	$ 3,214.51	$ 3,381.84				
with EMT	$ 31.89	$ 33.55				
Fire Captain	$66,437.28	$69,739.49				
	$ 2,555.28	$ 2,682.29				
with EMT	$ 25.35	$ 26.61				
Fire Lieutenant	$63,685.44	$65,205.50				
	$ 2,449.44	$ 2,507.90				
with EMT	$ 24.30	$ 24.88				
Fire Sergeant	$62,296.42					
	$ 2,396.02					
with EMT	$ 23.77					
Fire Senior/Engineer	$61,615.01					
	$ 2,369.81					
with EMT	$ 23.51					
Fire Sergeant/Engineer	$60,854.98					
	$ 2,340.58					
with EMT	$ 23.22					
Fire Fighter	$41,592.10	$43,452.86	$47,462.69	$51,393.89	$55,403.71	$59,387.33
	$ 1,599.70	$ 1,671.26	$ 1,825.49	$ 1,976.69	$ 2,130.91	$ 2,284.13
with EMT	$ 15.87	$ 16.58	$ 18.11	$ 19.61	$ 21.14	$ 22.66

Note: Fire Sergeant/Engineers who are performing Sergeant duties will be paid at Sergeant rate.

City of Wyandotte - Wage Schedule
Fire Department January 1, 2017 through December 31, 2017

3.50%

Class	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Fire Inspector with EMT	$86,523.09 $ 3,327.81 $ 33.01	$91,020.38 $ 3,500.78 $ 34.73				
Fire Captain with EMT	$68,769.79 $ 2,644.99 $ 26.24	$72,203.04 $ 2,777.04 $ 27.55				
Fire Lieutenant with EMT	$65,913.12 $ 2,535.12 $ 25.15	$67,485.60 $ 2,595.60 $ 25.75				
Fire Sergeant with EMT	$64,497.89 $ 2,480.69 $ 24.61					
Fire Senior/Engineer with EMT	$63,790.27 $ 2,453.47 $ 24.34					
Fire Sergeant/Engineer with EMT	$63,004.03 $ 2,423.23 $ 24.04					
Fire Fighter with EMT	$43,059.74 $ 1,656.14 $ 16.43	$44,972.93 $ 1,729.73 $ 17.16	$49,140.00 $ 1,890.00 $ 18.75	$53,202.24 $ 2,046.24 $ 20.30	$57,343.10 $ 2,205.50 $ 21.88	$61,483.97 $ 2,364.77 $ 23.46

Note: Fire Sergeant/Engineers who are performing Sergeant duties will be paid at Sergeant rate.

City of Wyandotte - Wage Schedule
Fire Department January 1, 2018 through December 31, 2020

1.00%

Class	Start	6 Months	1 Year	2 Years	3 Years	4 Years
Fire	$87,377.47	$91,937.66				
Inspector	$ 3,360.67	$ 3,536.06				
with EMT	$ 33.34	$ 35.08				
Fire	$69,477.41	$72,936.86				
Captain	$ 2,672.21	$ 2,805.26				
with EMT	$ 26.51	$ 27.83				
Fire	$66,594.53	$68,167.01				
Lieutenant	$ 2,561.33	$ 2,621.81				
with EMT	$ 25.41	$ 26.01				
Fire	$65,153.09					
Sergeant	$ 2,505.89					
with EMT	$ 24.86					
Fire	$64,445.47					
Senior/Engineer	$ 2,478.67					
with EMT	$ 24.59					
Fire	$63,633.02					
Sergeant/Engineer	$ 2,447.42					
with EMT	$ 24.28					
Fire	$43,505.28	$45,444.67	$49,637.95	$53,752.61	$57,919.68	$62,112.96
Fighter	$ 1,673.28	$ 1,747.87	$ 1,909.15	$ 2,067.41	$ 2,227.68	$ 2,388.96
with EMT	$ 16.60	$ 17.34	$ 18.94	$ 20.51	$ 22.10	$ 23.70

Note: Fire Sergeant/Engineers who are performing Sergeant duties will be paid at Sergeant rate.

Exhibit 2

LETTER OF AGREEMENT

The City of Wyandotte, a Michigan Municipal Corporation, hereinafter "City" and the International Association of Fire Fighters (I.A.F.F.) Local No. 356, Wyandotte Fire Fighters, hereinafter "Union" agree as follows:

1. That the position of Assistant Fire Chief/Inspector will be filled by the Appointing Authority pursuant to the procedures of the Fire Fighter's Civil Service Commission. The employee appointed to said position will start effective on the appointment date and be paid according to the schedule for Assistant Chief.

2. That the Collective Bargaining Agreement (CBA) for the period 2/1/97 - 1/3/2000 be amended (Article II- Coverage; Article III - Recognition) in order to exclude the Assistant Fire Chief/Inspector from inclusion in the I.A.F.F. bargaining unit subject to the following:

Since, pursuant to Exhibit 8 of the CBA, the incumbent Fire Chief, Theodore Dziengelewski, may elect to remain "grand-fathered" in the bargaining unit or to opt out of the unit, the Assistant Fire Chief/Inspector may likewise elect to remain "grand-fathered" in the bargaining unit or elect to opt out of the unit. Such election shall be made in writing to the Director of Administrative Services, with a copy to the Union. After such election by the Assistant Chief, he may not be returned to the bargaining unit. If the Assistant Chief retires prior to the retirement of Chief Theodore Dziengelewski, the Assistant Chief's successor shall also have the option to remain "grand-fathered" in the bargaining unit or elect to opt out of the unit. At the time that Theodore Dziengelewski is no longer the Fire Chief, the Assistant Fire Chief who remains in the same position of Assistant Fire Chief, may elect to remain "grand-fathered" in the bargaining unit but, in any event, he is the last Assistant Fire Chief in the bargaining unit.

3. This Letter of Agreement shall remain in effect after the expiration of the 1997-2000 collective bargaining agreement, unless modified by the parties.

4. Nothing in this Agreement shall be construed to require the City to fill the position of Assistant Fire Chief/Inspector after it is initially filled as provided in Paragraph No. 1 above.

5. Except as modified by Paragraph No. 2 of this Letter of Agreement, the Letter of Understanding For Settlement of Grievance #92-5 dated December 21, 1992 shall remain in effect.

In Presence of:

International Association of Fire Fighters (I.A.F.F.)
Local No. 356, Wyandotte Fire Fighters
by: Gary A. Wright President
James M. Mucek V.P.

City of Wyandotte, a Municipal Corporation
By:
Lawrence S. Stec, Mayor

William R. Griggs, City Clerk

Peter J. McInerney

Todd A. Drysdale

Dated: ~~May~~ June 3, 1998, 1998

DAS 5/7/98;A:ASFIRE

EXHIBIT #3

LETTER OF UNDERSTANDING FOR SETTLEMENT OF GRIEVANCE #92-5

It is hereby agreed, on December 21, 1992 by and between the City of Wyandotte and the International Association of Fire Fighters for settlement in full of Grievance #92-5 the parties agree to the following.

1. The position of Assistant Fire Chief will be filled by the Appointing Authority by normal procedures thru the Civil Service Commission. The employee appointed to this position will start effective on the appointment date.

2. The position of Fire Inspector as described in Article XIII, Section 6, will not be filled. All duties and responsibilities performed by the current inspector will be distributed by the Fire Chief and to other personnel in the Fire Department, as the Fire Chief sees fit. The Assistant Chief will be required to maintain an Inspectors License.

3. It is also agreed the Letter of Understanding (Exhibit #4), page 27 of the current agreement between the City of Wyandotte and International Association of Fire Fighters Local #356, is null and void. It is also understand that there is no total work force minimum within the Fire Department.

All other terms and conditions of the Collective Bargaining Agreement remain unchanged.

APPROVED BY

Local #356

Ronald Lakin
President, Local #396

Antonio Vitale
Secretary/Treasurer

Joseph L. Sieg, Jr.
Member

City of Wyandotte

James R. DeSana, Mayor

William R. Griggs
City Clerk

Sam Cottone, Chairman

David L. Sabuda, Member

"EXHIBIT 4"

REVISED SUPPLEMENTARY AGREEMENT

The City of Wyandotte, a Michigan Municipal Corporation, hereinafter "City" and the International Association of Fire Fighters (I.A.F.F.) Local No. 356, Wyandotte Fire Fighters, hereinafter "Union" agree as follows:

1. On March 9, 1998, the City and the Union executed a certain Memorandum of Agreement regarding the Collective Bargaining Agreement (CBA) for the period February 1, 1997 and expiring on January 31, 2000 subject to the terms set forth therein.

2. On June 3, 1998, the City and the Union executed a certain Letter of Agreement regarding the appointment of an Assistant Fire Chief/Inspector which amended said CBA subject to the terms of said Letter.

3. The City and Union now seek to further amend the CBA in order to provide for a new service commonly known as Advanced Life Support (ALS). Nothing in this Agreement shall add to or diminish the rights of either party regarding non-ALS issues.

4. ARTICLE VI - WAGES, Section 7, State Certification E.M.T., of the CBA states:

Employees who have obtained and maintain their State Certified Emergency Medical Technician License will be entitled to the pay rate shown in Exhibit "7" marked (EMT) for their respective rank. This provision excludes the Fire Chief.

ARTICLE VI - WAGES, shall be amended as follows:

Employees who have obtained and maintain their State Certified Advanced Life Support (ALS) License will be entitled to the pay rate shown in Exhibit 12 marked (ALS) for their respective rank which rates shall remain in effect until January 31, 2006. Such rates shall be included for purposes of calculating the employee's final average compensation. This provision excludes the current Fire Chief, Assistant Fire Chief and Fire Inspector. The pay rate shown in Exhibit 12 shall be effective when the City Council authorizes the Fire Department to begin providing ALS service, prorated for the number of days in service. Any employee who receives this premium may be assigned to perform ALS services. This premium will be paid by the City during each year on a quarter-year basis.

5 ARTICLE IX - SENIORITY, Section 2, Second Paragraph, of the CBA states:

Seniority shall also be recognized as to the performance of emergency vehicle attendant services in the following manner:

A. If there is on duty only two (2) EMT licensed fire personnel per each emergency service vehicle being operated by the City, those personnel shall perform emergency service work.

B. So long as there are on duty more than two (2) EMT licensed fire personnel per each emergency service vehicle being operated by the City, those EMT licensed personnel having greater seniority may elect to perform the emergency work.

ARTICLE IX - SENIORITY, Section 2, shall be amended as follows:

Seniority shall also be recognized as to the performance of ALS services in the following manner:

A. If there is on duty only two (2) ALS or Specialist licensed fire personnel per each emergency service vehicle being operated by the City, those personnel shall perform Advanced Life Support service work.

B. So long as there are on duty more than two (2) ALS licensed fire personnel per each emergency service vehicle being operated by the City, those ALS licensed personnel having greater seniority may elect to perform the emergency work.

C. If the City Council authorizes the commencement of ALS services provided by the Fire Department before twenty (20) employees have obtained their ALS license and City determines it has insufficient ALS-trained personnel on-duty, it shall call in the number of such trained personnel it needs, in order to maintain a minimum of one rescue vehicle providing ALS services.

D. Trading of days shall be governed by current rules and regulations, providing that an overtime situation would not be created and provided further that no ALS vehicle would be taken out of service.

6. ARTICLE XIII - MAINTENANCE OF CONDITIONS, Section 5, Emergency Service, of the CBA states:

All new hires in the Fire Department shall have EMT certifications, and shall retain such certification as a condition of continued employment, so long as the City elects to continue EMT services. This requirement effective 06-06-85.

ARTICLE XIII, MAINTENANCE OF CONDITIONS, Section 5, Emergency Service, shall be amended as follows:

All new hires in the Fire Department shall have ALS certifications, and shall retain such certification as a condition of continued employment, so long as the City elects to continue ALS services. This requirement is effective immediately upon execution of this Agreement.

7. EXHIBIT 2 of the CBA, LETTER OF UNDERSTANDING, states:

It is hereby agreed between the parties that all promotions, including the upgrade of a Fire Fighter to Driver, must acquire and maintain a State of Michigan E.M.T. License. The promoted employee must begin EMT classes within thirty (30) days of said promotion, or at the next available beginning class. Those presently in rank, without the E.M.T. license, may stay in rank but may not move up in rank.

The City will pay for E.M.T. classes for those employees currently without their E.M.T. license provided they begin class July 1, 1991.

This provision will exclude members in the Fire Prevention Division (Chief and Assistant Chief).

This letter of understanding does not change or alter Article XIII, Section 5.

Exhibit 2 of the CBA, Letter of Understanding, shall be amended by adding the following:

It is hereby agreed between the parties that all employees being promoted up to and including the rank of Fire Lieutenant, must acquire and maintain a State of Michigan ALS License. The promoted employee must begin ALS classes within thirty (30) days of said promotion, or at the next available beginning class. Those presently in rank, without an ALS license, may stay in rank.

The City will pay for ALS classes during non-duty hours for the first twenty (20) employees currently without an ALS license. See attached list by rank. Any fire personnel who becomes certified shall continue to perform regular fire suppression duties. Members not included in the first twenty (20) may be afforded the opportunity to attend school subject to mutual agreement of the City and the Union.

This provision does not change or alter Article XIII, Section 5.

8. The parties agree that ALS classroom training is for the purpose of teaching participating employees new and additional job skills and is not for aiding the employee in handling his or her present job better. Therefore, employees shall be paid straight time at their base hourly rate for actual hours spent in said training, as outlined on the attached class schedule. These payments will not be included in the calculation of final average compensation for the employee's pension or in the computation of overtime or compensatory time.

9. Employees may be required by the City to perform clinical "ride along" training time in other communities, or with private carriers, or attend clinical training at a hospital during normal work hours if staffing allows. However, if staffing levels do not allow, but if the course curriculum requires attendance, the employee may attend the clinical "ride along" or clinical training.

10. An employee shall reimburse the City for the cost of training, including tuition, registration fees and compensation paid to the employee for attendance at the training, if the employee terminates

employment with the City within two (2) years of attaining ALS certification under any of the following circumstances: a) if the employee voluntarily resigns, b) if the employee takes a normal retirement, or c) if upon the employee's request, the City agrees that the employee may voluntarily stop performing ALS services. Reimbursement may be made by payroll deduction, deduction of accrued of sick or vacation time or other means.

11. The Fire Chief or his designee shall determine whether to respond to an ALS run or transport a patient or refer the response or transportation to another entity.

12. The City shall pay for the initial ALS certification testing fee and a second testing fee, if needed. The employee shall pay the cost of taking a subsequent examination if he or she fails the retake examination. The City shall pay for the regular renewal of ALS license fees. The City shall also pay for all required physical examinations and immunizations and shall maintain the records it receives from the Health Care Professional (pass/fail results and records of immunizations) in the employee's confidential medical file.

A member of the bargaining unit will serve as the instructor-coordinator, subject to the approval of the Fire Chief, for ALS certification or re-certification. The instructor-coordinator shall receive overtime compensation for performing this assignment on off-duty time.

The employee has the ultimate responsibility for maintaining a valid ALS license, including the responsibility for meeting the requirements for continuing education.

LOCAL #356

President, Local #356

Secretary/Treasurer

Member

Date: 3/16/99

CITY OF WYANDOTTE

Mayor

City Clerk

Director of Administrative Services

Director of Financial Services

Date: March 15, 1999

EXHIBIT 5

OFFICIALS

William R. Griggs
CITY CLERK

Andrew A. Swiecki
CITY TREASURER

Colleen A. Keehn
CITY ASSESSOR

MAYOR
James R. DeSana

COUNCIL
Todd M. Brow
Sheri M. Sutherby-Fricke
Johnny A. Kolakowski
Joseph Peterson
Jason Ptak
Patrick J. Sutka

TODD A. DRYSDALE, C.P.A.
DIRECTOR OF FINANCE AND ADMINISTRATION

November 28, 2006

Terrence G. Whitman, President
IAFF Local 356
Wyandotte Fire Department
Wyandotte, Michigan 48192

Re: Grievance 05-05 – Holiday Pay Calculations

Dear Terry,

The undersigned is recommending the following resolution to Grievance 05-05 regarding holiday pay calculations:

If a member of the Union is promoted to a new rank subsequent to the first Friday in October, the day in which holiday pay is calculated and paid, additional holiday pay will be granted beginning on the first day of the next month after the promotion. The additional holiday pay will be paid in the first pay period of the next quarter consistent with the schedule being used for ALS premium pay.

Note that this policy only applies to rank promotions or demotions and does not apply to merit increases or general increases.

Sincerely,

Todd A. Drysdale
Director of Financial and Administrative Services

If the Union is in agreement with this settlement offer, please sign and return to my attention,

Terry Whitman, President

Gregory M. Garrison, Vice President

copy: Mike MacDonald, Fire Chief

3131 Biddle Avenue • Wyandotte, Michigan 48192 • 734-324-454[illegible] [illegible]24-4519 • email: tdrysdale@wyan.org • www.wyandotte.net

Blue Cross Blue Shield of Michigan

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	Eligibility Criteria
Dependents	• 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.

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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.
Flat dollar copays	• $10 copay for office visits and office consultations • $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.	• 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)	• 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
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) • 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.	60% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
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.	60% 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	$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	80% after in-network deductible	80% after in-network deductible

Diagnostic services

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

Maternity services provided by a physician or certified nurse midwife

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

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	60% 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	80% after in-network deductible
Hospice care	Limited to a maximum of 120 days per member per calendar year. 100% (no deductible or copay/coinsurance) Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% (no deductible or copay/coinsurance)
Home health care: • must be medically necessary • must be provided by a **participating** home health care agency	80% after in-network deductible	80% after in-network deductible
Infusion therapy: • 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. **Note:** For voluntary sterilizations for females, see **"Preventive care services."**	80% after in-network deductible	60% after out-of-network deductible
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: • Facility and clinic	80% after in-network deductible	Unlimited days 80% after in-network deductible - in participating facilities **only**
• 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)

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%

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,P&O5,SN730

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Blue Care Network of Michigan

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

Benefits At A Glance
BCN5

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%, 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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Blue Care Network of Michigan
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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 - AS5,DME5,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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Blue Care Network of Michigan

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City of Wyandotte
007006086-0011
Community Blue[SM] 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.

Member's responsibility (deductibles, copays, coinsurance and dollar maximums)	In-network	Out-of-network *
Deductibles	None	$250 for one member $500 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network deductible amounts also count toward the in-network deductible.
Flat-dollar copays	• $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.	• 50% of approved amount for private duty nursing care	• 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.

	In-network	Out-of-network *
Member's responsibility (deductibles, copays, coinsurance and dollar maximums), *continued*		
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 **Note:** Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
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 **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	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) **Note:** Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance.	80% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	

* 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.

	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.

	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 (1-800-242-3504)	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% 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.

	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	80% after out-of-network deductible
	Limited to a **combined** 24-visit maximum per member per calendar year	
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

Delta Dental PPO[SM] (Point-of-Service)
Benefit Features for
City of Wyandotte
Client #0724-0006

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

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

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

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

4/5/2011

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)	Covered up to approved amount based on lens type (member responsible for any difference)
	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 cost exceeding approved amount) less $7.50 copay (one copay applies to both lenses and frames)	Covered up to approved amount (member responsible for any difference)
	Limited to one eyeglass lenses with or without frames, in any period of 12 consecutive months	

Contact lenses

Benefits	Participating provider	Nonparticipating provider
Medically necessary contact lenses (must meet criteria of medically necessary)	$7.50 copay	Covered up to a maximum payment of $96 (member responsible for any difference)
	Limited to one contact lenses in any period of 12 consecutive months	
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)	Covered up to a maximum payment of $35 (member responsible for difference)
	Limited to one contact lenses in any period of 12 consecutive months	

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

Blue Cross
Blue Shield
of Michigan

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

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 nonparticipting provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

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

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	• $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.	• 50% of approved amount for private duty nursing	• 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) • 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

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

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)

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

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)

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)

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)	80% after out-of-network deductible
	Physical, speech and occupational therapy **with an autism diagnosis** is unlimited	
Other covered services, including mental health services, for autism spectrum disorder	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Other covered services

Benefits	In-Network	Out-of-Network
Outpatient Diabetes Management Program (ODMP) **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	80% after out-of-network deductible
	Limited to a combined 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 60-visit maximum per member per calendar year	
Durable medical equipment **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%

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,P&O5,SN730

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

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

Benefits At A Glance

BCN5

00129760/0001 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 - AS5,DME5,WERC,FP5,MHSAP0,WOC,P&O5,SN730

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Blue Care Network of Michigan

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

Medicare Plus Blue Group PPO℠ 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	

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 • Specialist Services	$20	20% coinsurance after deductible
Podiatry services • Office Visit • Services	$20 Covered at 100% per visit	20% coinsurance after deductible
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 • Services	$20 per visit Covered at 100% per visit	20% coinsurance after deductible 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

		after deductible
Laboratory and pathology	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 • Office visits	Covered at 100% $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 • Office visits	Covered at 100% $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 • Dialysis services	Equipment and supplies covered at 100% Other services covered at 100%	Equipment and supplies 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

SilverSneakers® • Fitness center membership at any participating location across the country • Customized SilverSneakers® classes, seminars and other social events • A trained Senior Advisors℠ 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	Covered at 100% 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.

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.

GBD-1200 A.1 (870727) GLT 1.11

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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 Employment:	at least 40 hours weekly

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 pro rate 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

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 Dispatacher'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 <u>not</u> 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 ***Discuss with the employee why an application is not approved***
3	Employee	If the Approval Form is approved, forward together with the appropriate Taxable/Non-Taxable Determination Form for each course **(see Attachments 2 through 9)** to the Department of Administrative Services for administration. If the Approval Form is denied, END OF PROCESS.
4	Administration	1. Review forms for compliance with this procedure 2. Submit request to Education Committee (City Council Level) 2. TO APPROVE - check the "approved" box on the Approval Form **(Attachment 1)**, Sign and date, return a copy of the approved forms to the employee TO DENY - check the "not approved box" on the Approval Form **(Attachment 1)**, sign and date, return the approved forms to the employee ***Discuss with the employee why an application is not approved***
5	Administration	If the course is approved, file the signed original forms to await verification of expenses and Successful Completion of the course(s) from the employee.
6	Employee	If SUCCESSFULLY complete the course - within six (6) months of Successful Completion of course(s) 1. Enters costs on the copy of Approval Form **(Attachment 1)** forwarded by Administration in Stage 4, and 2. Submit form to Administration with receipts verifying covered expenses If DID NOT successfully complete the course - notify Administration so that the signed original form(s) may be destroyed
7	Administration	1. Review verification of expenses 2. Process for payment as described in policy - original Taxable/Non-Taxable Determination form must be attached - all original receipts must be attached - all payments will be made with the next regular payroll that is processed 3. Retain copy(s)

5. RESPONSIBILTIES

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

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

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

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

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

_____ _____

Employee Signature Date

Educational Assistance Approval Application Form
Page 2 of 2

Section II – *Immediate Supervisor*

For approval of Employee's supervisor

_____ Approved _____ Not Approved

_____ _____
Supervisor Signature Date

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

Reason:

Section III – *Director of Administration/Education Committee*

_____ Approved _____ Not Approved

_____ _____
Director Signature Date

_____ _____ _____
Education Committee Education Committee Date

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

Reason:

Disposition of Employee Reimbursement:

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

City of Wyandotte
Summary of Taxable Benefits
Attachment 2

Degree or Certification	Reimbursement Over $5,250 Taxable	Total Amount of Reimbursement is Taxable	Total Amount of Reimbursement is Non-Taxable
High School Diploma/Equivalency (see **Attachment 3**)	If degree - Is a minimum requirement for the current job **or** - Qualifies the Employee for a new trade or profession, **or** - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, **and** - Does not qualify the Employee for a new trade or profession, **and** - Is related to their current job
First Bachelor's Degree (see **Attachment 4**)	Reimbursement over $5,250 is taxable	N/A	N/A
Second Bachelor's Degree/Associate's Degree (see **Attachment 5**)	If degree - Is a minimum requirement for the current job **or** - Qualifies the Employee for a new trade or profession, **or** - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, **and** - Does not qualify the Employee for a new trade or profession, **and** - Is related to their current job
Master's/Doctorate (see **Attachment 6**)	N/A	If degree - Is a minimum requirement for the current job **or** - Qualifies the Employee for a new trade or profession, **or** - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, **and** - Does not qualify the Employee for a new trade or profession, **and** - Is related to their current job
First Law Degree/First Medical Degree (see **Attachment 7**)	N/A	Total amount of Reimbursement is taxable.	N/A
Second Law Degree/Second Medical Degree (Employee already had either a Legal or Medical Degree) (see **Attachment 8**)	N/A	If degree - Is a minimum requirement for the current job **or** - Qualifies the Employee for a new trade or profession, **or** - Is unrelated to current job.	If degree - Is not a minimum requirement for the current job, **and** - Does not qualify the Employee for a new trade or profession, **and** - Is related to their current job
Certifications/Licenses Study/Review courses in preparation for (see **Attachment 9**)	Reimbursement over $5,250 is taxable	N/A	N/A
Study/Review courses for admission test and the admission test itself (e.g. GMAT, LSAT, SAT) (see **Attachment 10**)	If degree - Is a minimum requirement for the current job **or** - Qualifies the Employee for a new trade or profession, **or** - Is unrelated to current job.	N/A	If degree - Is not a minimum requirement for the current job, **and** - Does not qualify the Employee for a new trade or profession, **and** - Is related to their current job

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
Certification/Licenses
Study/Review Courses
Attachment 9

Employee Name: _____

Course Title: _____

	YES	NO
Has the Employee already received $5,250 or more in tuition reimbursement for the current calendar year?		

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

If the answer is "NO", the amount is not taxable.

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

_____ _____ _____

Employee Signature Date Personnel Signature

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

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

Employee Name: _____

Course Title: _____

	YES	NO
1. Is the study/review course or admissions test needed to meet minimum educational requirements of the Employee's job that were in effect when the employee started their current job?		
2. Does the study/review course or admissions test qualify the Employee for a new trade or profession?		
3. Is the study/review course or admissions test unrelated to the Employee's current job? *NOTE: A different specialty in the same field or a change of duties with the same general type of work is not considered a new field of business*		

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

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

THIS FORM MUST ACCOMPANY EACH REQUEST FOR TUITION REIMBURSEMENT

_____ _____ _____

Employee Signature Date Personnel Signature