

Police Officers Labor Council (POLC) Contract
2021



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF WAYLAND

AND

**THE POLICE OFFICERS
LABOR COUNCIL**

July 1, 2021 – June 30, 2026

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AGREEMENT

This Agreement is by and between the City of Wayland, hereafter referred to as the "Employer" and the Police Officers Labor Council, hereafter referred to as the "Union".

Preamble

The purposes of this Agreement include the promotion of harmonious relations between the Employer, its employees, and the Union, the establishment of equitable and peaceful procedures for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibility for applying the provisions of this Agreement without discrimination as to any reason prohibited by law.

The Employer and the Union agree to implement the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLES 1 – RECOGNITION

Section 1. Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Michigan Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment during the term of this Agreement for those employees of the Employer in a bargaining unit consisting of all full-time sworn police officers and sergeants, excluding the Chief of Police, Lieutenant and secretaries.

Section 2. The Employer shall make available to each employee covered by this Agreement a copy of the labor agreement.

ARTICLE 2 – MANAGEMENT RIGHTS

Section 1. The Union recognizes that except as specifically limited or abrogated by the terms and provisions of the Agreement, all rights to manage, direct, or supervise the operations of the Employer and the employees are vested solely and exclusively in the Employer.

Section 2. The Employer has the right to implement reasonable rules, regulations, general orders, ordinances, etc. All rules, regulations, general orders, ordinances, etc., in existence on the date this Agreement takes effect will be considered reasonable. Prior to implementing new rules, regulations, general orders, etc., or prior to changing any current rules, regulations, general orders, etc., the Employer will notify the steward of such change.

In the event the Union believes the new or changed rule, regulation, general order, etc., to be unreasonable, and shall have the right to file a grievance, provided the grievances are filed within five working days after the date the rule, regulation, or order is implemented.

Section 3. The Union agrees that, except as specifically provided by the terms and provisions of this agreement, employees shall not be permitted to engage in Union activities during working hours.

ARTICLE 3 – EXTRA CONTRACT AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or any agreement which in any way conflicts with the terms or provisions of this Agreement.

ARTICLE 4 – UNION RIGHTS

Section 1. Membership. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union at any time. The Union is required under this Agreement to represent all employees recognized in the Agreement whether or not the employee is a member of the Union. Membership is defined by the POLC and local by-laws except as prohibited by law.

Section 2. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, and who have completed their probationary period, may become members of the Union or to pay a representation fee to the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3. All new employees entering the bargaining unit after the effective date of this Agreement may be allowed to become members of the Union or to pay representation fee to the Union for the duration of this agreement commencing on the thirty first (31st) day following the beginning of their employment in the unit.

Section 4. The “representation fee” is that amount of money which is equal to the Unions dues, but does not include any initiation fee or assessment.

ARTICLE 5 – DUES CHECK-OFF

Section 1. During the term of this agreement, bargaining unit members may tender their individual Union representation fees by voluntarily utilizing the direct payroll deduction method or by paying them directly to the Union.

Section 2. Upon receipt of a completed and properly executed “Authorization of Dues Check-Off Form” from the employee, the Employer agrees to deduct and withhold one month’s representation fee from the earnings of each employee during the first payroll period of each month. The authorization shall become effective the first month following the month in which it is received by the Employer. Those monies deducted or collected by the Employer under this Article shall be tendered to the Union within fifteen (15) calendar days after the deductions are made. Each payment shall be accompanied by a list of employees from whom the relevant deductions are made.

Section 3. Direct payroll deductions under this article shall not be made where the employee’s earnings are not sufficient to cover the entire amount of the representation fee after the Employer has

made the appropriate deductions for federal income tax, state income tax, local or city income tax, or any other deductions required by law or this agreement.

Section 4. The written "Authorization for Dues Check-Off" shall remain in full force and effective during the term of this Agreement and any succeeding agreement provided. However, said authorization may be revoked or canceled at any time by the individual employee. Any such revocation or cancellation must be in writing and must be signed by the relevant employee. The authorization shall automatically terminate upon an interruption in the employees active service or displacement from the bargaining unit.

Section 5. The Union hereby expressly agrees to indemnify and hold the Employer harmless from any liability, claims, lawsuits, judgments, costs and expenses of any kind whatsoever resulting from the Employer's compliance with the dues checkoff provision.

ARTICLE 6 – BARGAINING COMMITTEE

Section 1. The Employer agrees to recognize one unit member designated as the bargaining committee. The bargaining committee member shall be a regular full-time sworn employee and is a member of the bargaining unit. The Union shall furnish the Employer with written designation of its bargaining committee member.

Section 2. Employee members of the bargaining committee will be paid by the Employer for time spent in negotiations with the Employer, but only for the straight time hours he/she would have otherwise worked on his/her regular work schedule. For purposes of computing overtime, time spent in negotiation shall be considered as hours worked.

Section 3. The Union and the Employer agree that during negotiations the Union may have their Union Stewards in negotiations along with up to three other persons who may not be members of the Union. The Bargaining Committee for the Employer shall consist of up to three representatives of the employer as designated by the City Manager. In addition the parties may have legal counsel participate in the negotiation process as well

ARTICLE 7 – UNION STEWARD

Section 1. Bargaining unit members shall be represented by one (1) steward and one (1) alternate steward. The alternate steward shall represent bargaining unit members in the absence of the steward.

Section 2. The authority of the steward, or alternative steward, is limited to the investigation and presentation of grievances and attendance at special conferences, during his/her working hours, without loss of time or pay, but only upon receiving permission from his/her immediate supervisor. The supervisor shall grant permission within a reasonable time, after the first hour of the shift, for such steward to leave his/her work for these purposes subject to overwriting work considerations. The privilege of such steward leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the above proper and appropriate purposes and will not be abused. Abuse of such privilege is grounds for discipline up to and including discharge.

Section 3. The Union will furnish the Employer with the names of its steward, alternate steward, and officers who are employed within the unit and changes as they may occur from time to time in such personnel, so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE 8 – SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the Union and the Employer, or its designated representative, upon the written request of either party.

Section 2. Such meetings shall be between the representative of the Union and the representative of the Employer, provided arrangements for such special conferences shall be made in advance. A written agenda of the matters to be taken up at the special conference shall be presented at the time the conference is requested. Conferences shall be held at mutually agreeable times. If a bargaining unit member's attendance at the special conferences is necessary, he/she shall not lose pay for time lost in attending the special conference. In addition to necessary employee representatives, this meeting may be attended by a representative of the Labor Council. Special conferences will be confined to matters on the written agenda. Discussion of matters not on the written agenda will require mutual agreement of the parties.

Section 3. Unless the parties agree otherwise, special conferences shall be scheduled within ten (10) calendar days after the written request is made, provided that the number of bargaining unit employees present at such a meeting shall be limited by the Employer based upon the need for services to be performed for the public.

ARTICLE 9 – DISCHARGE AND DISCIPLINE

Section 1. Employees will not be disciplined or discharged without just cause. Although both the Union and the Employer subscribe to the principles of progressive discipline, the use and type of progressive discipline will depend on the facts of each particular case. All discipline shall be timely with an investigation into a complaint that may lead to discipline shall start within a reasonable amount of time. A "Notice of Investigation" will be presented to the union steward and officer within ten (10) days of the incident being learned unless reasonableness would ascertain that the investigation needs to be done in a covert manner. The "Notice of Investigation" will be served on the officer by command staff and a copy shall be provided by command staff to the Union Steward. Any protest of a disciplinary action must be pursued under the Grievance Procedure in Article 11 of this Agreement. In imposing discipline for a current infraction, the Employer will not base its decision on any infraction which occurred more than two (2) years prior to the current infraction.

Section 2. An employee shall be entitled, upon request, to representation by a Union representative at any hearing or meeting in which the employee is in attendance and which is conducted by the Employer, or its designated representative, where such hearing or meeting may reasonably lead to disciplinary action. The Employer shall notify the employee of the purpose of such hearing or meeting prior to its commencement. If the employee requests the presence of a Union representative, the meeting or hearing will be postponed until a Union representative can be present.

Section 3. Copies of all Disciplinary action(s) (setting forth the specific sections or rules, regulations, laws, ordinances, etc., allegedly violated), taken against an employee shall be presented (by

hand or electronic delivery) to the employee, and the steward or alternate steward. Prior to any discipline being given an employee shall be provided due process which shall include but is not limited to: Notice of findings, charges and an opportunity to defend themselves against those findings and charges.

Section 4. Upon written request, the Union (either the steward, alternate steward, or Labor Council representative) will be provided with copies of all relevant information filed by an employee, supervisor, citizen, department head, or any other person which is the basis for the disciplinary action. It is further recognized that the filing of such a written request for information will constitute a release (by the employee and/or Union) of the Employer from any and all claimed liability by reason of such a disclosure.

Section 5. Internal Investigations and Interviews

A. Criminal Investigations of Department Members

- (1) Generally, all criminal and internal investigations involving Union Members may be completed concurrently.
- (2) Warrants/Charges
 - a. The issuance or denial of a warrant for a Department member does not establish the presence or absence of misconduct on their part. There are instances of misconduct where discipline could be imposed without an internal investigation being conducted. However, an investigation shall be conducted if the alleged misconduct could result in a suspension or termination.
 - b. If no criminal charges are authorized, an official document to the fact that no warrant was authorized shall be attached to the report. The Union shall have access to the documents.

B. Criminal Interviews of Department Members

- (1) The criminal interview occurs during a criminal investigation conducted by the Chief of Police of this Department or his designee or another law enforcement agency. Another agency may be utilized if the Chief of Police determines it would best serve the Department to have another agency conduct the criminal investigation.
- (2) Non-custodial criminal interviews of members do not require Miranda warnings. However, there are occasions where reading Miranda would be appropriate.
- (3) A member of the POLC must be provided with the "48-Hour Notice of Criminal Interview" at least 48 hours prior to the interview, if the interview is conducted by the Wayland Police Department, and before any questioning can be conducted on a criminal complaint.
- (4) If a criminal investigation is conducted by the Wayland Police Department, members shall be informed they are not obligated to submit to an interview and that doing so is purely voluntary. The Department member shall further be informed that if they choose not to submit to an interview, their refusal shall not subject them to any type of discipline resulting from that decision.

C. Administrative Investigation of Department Members

- (1) The administrative interview occurs when allegations of misconduct are made against a Department member.
- (2) The misconduct may be a violation of the Department Orders or of a criminal nature that, after review by a Prosecutor's Office, does not result in prosecution of the Department member.

(Note: The issuance of a Personal Protection Order (PPO) against a member is not grounds for an internal investigation when no allegations of misconduct accompany the PPO. If the PPO prevents the member from carrying a firearm, the Chief of Police shall be notified immediately.)

D. Administrative Interviews of Department Members

- (1) The Department has a right to inquire into the job-related conduct of a member and the member has a duty to cooperate with such inquiry by responding to questions fully and truthfully. In this context, a member who lies or evades the truth is subject to a separate disciplinary charge. If the interviewer forms a belief that the member is not telling the truth, or is evading answering the questions, the member shall be told this and reminded that they have an affirmative duty to tell the truth, and face discipline for this alone if they refuse.
- (2) Department Order #1, Article 4, Sections 36A and 36D (Required Response to a Direct Order) shall be read in their entirety to any member being interviewed as a principal, prior to the start of any questioning in an administrative interview. Utilizing the "Outline for Conducting an Administrative Interview" shall ensure that all rights are covered with the member, which includes Garrity Rights. The aforementioned Outline may not be changed without negotiation and consent of the Union.

Section 6. The Sergeant may provide verbal and/or written counseling to Officers of the Police Department. The Sergeant may also provide the Chief of Police with disciplinary recommendations. The Sergeant does not have the authority to impose discipline.

Section 7. All investigations will be completed in a reasonable amount of time.

ARTICLE 10 – PERSONNEL FILES

Access to personnel files shall be governed by the Bullard-Plawecki Employee Right-to-Know Act.

ARTICLE 11 – GRIEVANCE PROCEDURE

Section 1. A grievance shall be defined as any dispute regarding the meaning, interpretation, application, or alleged violation of a specific article or section, term, or provision of this agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union.

Section 2. All grievances shall be settled only in accordance with the procedure set forth in this Article.

Section 3. All grievances shall be handled in accordance with the following steps:

Step 1: Conference between the agreed employee and/or the steward, and the aggrieved employee's immediate supervisor, within five (5) working days from the occurrence of the event, giving rise to the grievance. If settled at this step, the settlement shall be reduced to writing and be signed by the Chief of Police (hereafter "Chief") and the aggrieved employee. If not settled at Step 1, it shall be the responsibility of the aggrieved employee(s), or the Union steward in the case of a group grievance, to reduce the grievance to writing on the grievance form provided by the Union and to deliver the written grievance to the Chief, or his/her designee, within seven (7) working days after the date of the above referenced a conference (the date of the conference shall not be counted toward the seven day limitations period.)

Step 2: After receipt of the written grievance, the Chief, or his/her designee, shall have the option of meeting with the grievant(s) and/or the steward. The Chief or his/her designee shall provide the grievant(s) and the steward with a written answer within seven (7) working days after he/she received the written grievance. If settled at this step, the settlement shall be reduced to writing and be signed by the Chief, the grievant(s), and the Union representative. If not settled at Step 2, it shall be the responsibility of the grievant(s), or the Union steward in the case of a group grievance, to deliver a copy of the written grievance (along with an explanation for the appeal) to the City Manager, or his/her designee, within seven (7) working days after the date of the Chief's decision.

Step 3: After receipt of the written grievance, the City Manager, or his/her designee, shall have the option of meeting with the grievant(s) and or the steward. The City Manager, or his/her designee, shall provide the grievant(s) and the steward with a written answer within seven (7) working days after he/she received the written grievance. If the grievance is settled at this step, the settlement shall be reduced to writing and be signed by the City Manager, the grievant(s), and Union representative. If the grievance is not settled at Step 3, either the Employer or the Union may submit such grievance to arbitration, provided such submission is made within fifteen (15) working days after receipt of the last step answer. All matters submitted to arbitration shall be submitted to the Federal Mediation and Conciliation Services (FMCS) in accordance with its Voluntary Rules and Regulations, then obtaining, within the time specified above, and such rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, subtract from, or modify any terms or provisions of this agreement. Nor shall the arbitrator have the power or authority to alter, amend, add to, subtract from, or modify any ordinances, Department Orders, City, or Departmental policies, rules, regulations, etc. (If the reasonableness of an ordinance, Department order, City or Department policy, rule, regulation, etc. is being challenged pursuant to a timely filed a grievance, and if relevant to the ultimate issue in the current arbitration, the arbitrator must hold his/her decision in abeyance until the ruling is made on the reasonableness of the ordinance, order, policy, rule, regulation etc. in question). The arbitrator's decision shall be binding on both parties and the cost of any arbitration proceedings under this provision shall be borne equally by the parties, except each party shall pay the expense of its own witness(es). In cases involving disciplinary action, the grievance shall start at step two of the grievance procedure.

Section 4. Grievances must be taken up promptly and no grievance will be considered or discussed that is presented later than the time limits set forth in this, or any other applicable article.

However, the parties may mutually agree to extend the time limits in any step of the grievance procedure. In the event the Employer fails to reply to a grievance at any step of the procedure within the specified time limit, the grievance shall automatically be processed to the next step.

Section 5. If at any step in the grievance procedure the employee is given a response by the Employer and fails to timely appeal the grievance to the next step, the grievance shall be deemed settled in accordance with the Employer's last answer.

Section 6. Only one (1) grievance shall be presented to an arbitrator and anyone hearing unless the parties mutually agree to combine grievances for the same arbitrator.

Section 7. With regard to the filing and processing of grievances, "working days" shall mean Monday through Friday, excluding Saturday, Sunday, and holidays.

ARTICLE 12 -- SENIORITY

Section 1. Effective July 1, 2016, seniority is defined as the continuous length of service with the City of Wayland employed in the classification of Police Officer or Police Sergeant.

Section 2. All regular full-time employees shall be considered probationary employees until they have completed 2,100 hours of actual work (excluding non-work time such as vacation, personal, comp time, leaves of absence, etc.) for the Wayland Police Department (to apply only to employees hired after 06/30/00). During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance process as it relates to discipline and/or discharge. The employee shall, however, be entitled to any and all representation rights afforded by law. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire.

Section 3. An employee's seniority shall terminate under the following circumstances:

(a) He/she quits or retires.

(b) He/she is discharged if the discharge is not reversed to the process set forth in this Agreement.

(c) He/she is absent for three (3) consecutive working days without properly notifying the Chief or his/her designee. In proper cases, exception shall be made upon the employee producing proof of his/her inability to give such notice due to circumstances beyond his/her control.

(d) In a return from layoff situation, if the employee does not contact the Chief, or his/her designee, within seven (7) calendar days after certified written notice is sent to the employee's last known address on file with the Employer, or within three (3) calendar days after notification is hand-delivered to the employee, ordering the employee to return to work after layoff. Exceptions may be made by the Employer upon the employee producing proof of his/her inability to return as required.

(e) Return from paid personal leaves of absence will be treated the same as in (c) above.

(f) If he/she is laid off during the term of this Agreement for a continuous period equivalent to his/her seniority or three years, whichever is less.

ARTICLE 13 – LAYOFF AND RECALL

Section 1. When there is a non-disciplinary reduction in the workforce, the following procedure shall be followed:

- (a) Temporary, part-time, and then probationary employees shall be laid off first.
- (b) Employees with the least seniority in the bargaining unit, provided they retained employees had the present ability, skills, and qualifications to perform the available work.
- (c) If the position/classification of Sergeant is reduced or eliminated, the assigned employee shall have the right to take a voluntary demotion in lieu of separation.

Section 2. Employees to be laid off will have at least ten (10) working days notice of layoff. The steward shall be sent a list by the Employer of the employees being laid off on the same date the notices are issued to the employee(s).

- (a) When the workforce is to be increased after a layoff, employees shall be recalled according to seniority in reverse order of layoff, provided the employees recalled have the present ability, skills, and qualifications to perform the available work.
- (b) Notice of recall will be by certified mail to the employees address on file with the Employer, or by hand delivery to the employee.

ARTICLE 14 – HOURS OF WORK AND OVERTIME

Section 1. The normal work hours for regular full-time sworn police officers covered by this Agreement is eighty-four (84) hours per fourteen (14) day pay period (normally 7 shifts per pay period), including daily meal periods (approximately 30 minutes). The normal work day for regular full-time sworn police officers covered by this Agreement is twelve (12) hours per day, unless regularly scheduled otherwise (the Chief may schedule employees for work days in excess of 12 hours). Primary Patrol hours shall be from 5:00 AM to 5:00 PM and from 5:00 PM to 5:00 AM. Officers on this shift will work a rotating 12 hour schedule where one week they work Monday and Tuesday and have Wednesday and Thursday off. Then they work Friday, Saturday and Sunday. The following week officers will be off on Monday and Tuesday and work Wednesday and Thursday with Friday Saturday and Sunday off. Brief periods of change may be directed by the Chief for the purposes of direct supervision to review corrective action, or by mutual agreement between affected parties. Officers' schedules may be switched up to two (2) times every six (6) months by the employer with one day equaling one switch unless all affected parties agree in writing otherwise. Notification of any change of work hours (shift start and stop times) must be made fourteen (14) days in advance for an officer's regular work schedule but changes to the work schedule for training must be made at least 30 days in advance unless mutually agreed upon. If the change in shift comes within that 14 days, the officer shall be paid at one and one half (1 ½) their hourly base pay for all hours worked regardless of reaching 84 hours in the pay period. Shift additions may be made during a pay period when it is necessary to cover for vacations,

illness, injury, personal leave, compensatory time, bereavement following the Article 29 format and Article 14, Section 5. unless mutually agreed upon for a switch.

Section 2. The parties agree that the Wayland Police Department is a Section 207(k) Employer under 29 USC. With that understanding, the City of Wayland agrees that Wayland Police Employees represented by this contract are entitled to overtime pay (one and one-half (1 ½) times the employee's base pay) for any authorized work over their allotted regular shift, as described within this contract, or for any authorized work in excess of 84 hours for each two week pay period.

For the purposes of overtime, hours for which an employee receives pay, but which are not worked, will be counted toward the 84 hours worked within the 14 day pay period, 84 hours paid per period limit. Hours paid shall be considered hours worked.

This does not rule out the employee's option to choose compensatory time in lieu of receiving overtime pay as outlined in Section 5.

Section 3. All overtime must be authorized in advance by a responsible supervisor unless it is due to a late call for service and the oncoming duty officer is not present or is a continuation of a call for service that occurred near the end of the officer's shift.

Section 4. Overtime will be paid at one and one-half (1 ½) times the employee's base hourly rate of pay.

Section 5. A full-time employee who works authorized overtime can, in lieu of receiving overtime pay, elect to bank an equivalent amount of compensatory time (1 hour of overtime worked = 1 ½ hours of compensatory time). The election must be made in writing on the next time slip (after the overtime work is performed) submitted by the employee. An employee can bank up to, but not more than, eighty-four (84) hours of compensatory time (the employee will receive overtime pay for any excess). An employee who wishes to use compensatory time must submit a written request to the Chief or designee at least fourteen (14) calendar days prior to the pay period which includes the day(s) which he/she desires off (compensatory time cannot be used in increments of less than 4 hours). Requests may be denied if required by Departmental needs. Employees may cash out their compensatory bank, in increments of not less than four (4) hours, by giving two (2) weeks notice to the Chief. The cashed out time will be paid in the next pay period with the payroll that immediately follows the notice.

Section 6. A full-time employee who is called into work or court (being held over beyond his/her scheduled workday is excluded), outside of his/her scheduled workday and/or scheduled shifts for the pay period will be paid one and one-half (1 ½) times his/her base hourly rate of pay for all hours worked or for a minimum of two hours, whichever is greater.

Section 7. The hours of work for the position and classification of Sergeant shall be determined by the Chief of Police.

The hours of work for the position and classification of Officer Specialty Positions shall be determined by the Chief of Police in order to best fulfill the duties and responsibilities of the specialty position. Such positions may include, but are not limited to, School-Community Resource Officer, K9 Officer, or Multijurisdictional Task Force Member. The hours will not be less than 8 hours per day unless mutually agreed upon.

Section 8.

- (a) If any supervisory positions, specialized positions, training, opportunities or other such positions or opportunities should become available they shall be offered to the full-time officers of the Wayland Police Department first before they are offered to anyone else.
- (b) If two or more full-time officers apply for the mentioned positions or opportunities the selection process shall be as follows.
 - a. 1) The position or opportunity shall be posted for at least 14 days or each member of the department shall be personally contacted and allowed a reasonable opportunity to respond.
 - b. 2) A letter of interest shall be submitted to the Chief of Police or their designee which simply indicates the officer is interested in the position or opportunity.
 - c. 3) An interview shall take place with the interested parties with the Chief, City Manager or their designees and one of the Union Members who did not submit a letter of interest. The parties shall make a recommendation in writing to the City Manager who shall make the final selection. In the event of a tie vote the City Manager will cast the final deciding vote.
- (c) Should no full-time member of the department wish to submit a letter of interest as outlined above then the position or opportunity may be offered to any certified part-time officer of the Wayland Police Department.
- (d) The employer shall allow for a reasonable time period to properly train and have the employees become certified for the position or opportunity.
- (e) An employee is eligible for the positions or opportunities so long as the employee is able to perform the duties and responsibilities of the position they have applied for, they have not received any significant discipline, which is discipline that included unpaid suspension for duty or five (5) or more written reprimands, in the last twenty four (24) months and is not under a new employee probationary status.

Section 9. New Hires & New Full Time Positions

The Employer employed four (4) full-time Officers as of March 31, 2013. In an effort to ensure a smooth transition in the hiring process and to expand and enhance service to the City of Wayland, when the Employer hires new Officers, any Officers hired after April 1, 2013 shall be subject to the following:

- 1. Notwithstanding the provisions provided for in Article 14, Section 1 and Article 20, Section 1 of this Agreement, the Chief of Police shall have the right to assign newly hired Officers to work primary patrol shift hours that are determined to be the most effective for the good of the Department.

2. If the Chief of Police creates a new shift, outside of the normal hours of work, that full time shift shall be announced at the next shift bid, per the provisions outlined in Section 20, Article 2 of this Agreement.

Section 10. Training Pay.

1. Any full-Time MCOLES Licensed Department Member that is required to go to training outside of Allegan County on a scheduled day that they work and said training lasts for over 8 hours (including average drive time) shall be paid for 12 hours of base pay.
2. If the training is on a day the full-time employee is regularly scheduled off, the employee will be paid at their overtime rate (including average driving time) only for the hours devoted to the training and travel.
3. A MCOLES Licensed Department Member's schedule will only be "shifted" or "adjusted" to make the training day that was on the department members regular day off to reflect it to be on a scheduled day according to Article 14 Section 1 unless agreed upon by the said employee.

Section 10: Officers shall have a minimum of 8 hours off in between shifts unless mutually agreed upon by affected parties.

Section 11: Administration will make every effort to fill any vacant shift and not rely on other agencies to provide coverage.

WORK SCHEDULES

Section 12. The Chief/designee shall prepare a six (6) month work schedule, which will be posted thirty (30) calendar days prior to the first scheduled day of the six (6) month period. No changes shall be made to the work schedule without giving the employee fourteen (14) calendar days written notice of the change. The work schedule will set forth each employee's shift hours, workdays and days off (regular full-time employees will be scheduled off every other weekend). Although the work schedule is designed to provide employees with advance notice of their scheduled days, hours, etc., both the Union and employees recognize that the Chief may revise the normal work day, shifts, etc., (thereby changing the work schedule) in response to emergencies. An emergency is defined when the Governor, County Commission, or City of Wayland City Manager declares a State of Emergency. With the exception of the aforementioned provision, changing the posted schedule may only occur by mutual agreement of the Employer and the employees involved. Meetings and training where employees are mandated to come to work, requires the same fourteen (14) calendar days written notification to the employee unless mutually agreed upon. Employees with previously scheduled/approved vacation, personal leave time or compensatory time off will not be ordered to appear at these meetings or training if it would interfere with their time off. The only exception to this would be for emergencies as defined above.

Section 13. Employees shall be eligible to choose their shift every six (6) months to align with the Summer and Winter Vacation Picks as determined in Article 18, Section 3 of this CBA. Shift Bids for employees' preferred shift shall be completed within the first two (2) weeks of February for the Summer Shift Bid and within the first two (2) weeks of August for the Winter Shift Bids. This will ensure the

Summer and Winter Vacation Picks are completed in a timely manner. Employees shall be allowed to trade shifts with other employees by mutual agreement and with the Chief's/designee's permission.

Section 14. Mid-afternoon shift hours are normally 2p-2a. The Chief or Lieutenant reserves the right to change the hours and days worked to meet departmental needs.

ARTICLE 15 – PERSONAL LEAVE TIME

Section 1: During each calendar year, full-time employees will be credited with 128 hours of paid time off. This paid time off shall be granted as described in Section 2 and Section 3 of this article.

Section 2: Sick time. Sick time is designed to provide compensation during time off associated with an illness, injury, or illness/injury to a member of the employee's immediate family. Full-time employees shall accrue sick leave from their date of hire at the rate of 3.08 hours per pay period (80 hours per year). Accrual shall be to a maximum of 320 hours. Any hours over 320 hours on January 1st each year will be forfeited. Employees entitled to this benefit but who are generally scheduled for less than 40 hours per week shall accrue at a proportionate rate as their normally scheduled workweek. Employees must notify their Supervisory at least one (1) hour prior to the start of their shift (unless physically unable to do so) to utilize sick time. Time off in excess of three consecutive work days will require a Physician's certification of the employee's inability to work. The Supervisor may waive this requirement if the illness/injury is obvious. Sick time shall not be used in less than one hour increments. Filling shift coverage when shift was requested for sick-leave is exempt from the 14 day notice requirement.

Section 3: Personal Days. Full-time employees covered by this Agreement shall earn four (4) Personal Days each calendar year (48 hours). Employees who are covered by this Agreement, but who work less than forty (40) hours per week shall be compensated for personal days in the number of hours they are typically scheduled. Personal Days shall be granted on January 1st each year, and must be used by December 31st or will be forfeited (Use it or lose it). Employees must request this time off from their Supervisor fourteen (14) calendar days prior to the pay period which includes the day(s) he/she desires off whenever practical. It is understood that the Supervisor may waive the fourteen (14) day notice requirement when staffing conditions permit. Employees who begin employment prior to July 1st shall receive all four (4) personal days in their first year of employment. Employees who begin employment after July 1st shall receive a pro-rated amount of two (2) personal days in their initial year of employment.

Section 4: Sick Time Bank. As referenced above, the employer will create a sick time bank where the full-time employee may accrue and carry a balance of unused sick time up to a maximum of 320 hours. At the end of the employment relationship, employees will be paid out, Final Average Compensation (FAC) compensable wages for the total amount of hours they have banked. Payouts are made according to years of service as outlined in the scale below.

| Years of Service | Percentage of Total Banked Hours |
|------------------|----------------------------------|
| 5 | 25% |
| 10 | 50% |
| 15 | 75% |
| 20+ | 100% |

At the discretion of the employee and subject to the then Internal Revenue Service (IRS) Guidelines employees can elect to have the payout made into a Health Savings Account (H.S.A.), 457 retirement plan, or paid out in case.

Section 5: Officers may switch shifts with another officer. The officers involved in switching their shifts shall provide the agreement to switch in writing to the Chief or designee and have their approval prior to the start of the shift involved. The officer initiated shift cannot result in overtime expense for the Employer.

ARTICLE 16 – SICK AND ACCIDENT INSURANCE

Section 1. The Employer will, for the duration of this Agreement, pay the full premium amounts necessary to provide employees with Sick and Accident Insurance (S & A) coverage through The Lincoln National Life Insurance Company. Although S & A coverage and benefits are subject to the terms of the policy/plan (see the City Manager for more information and/or a copy of the plan documents), the policy basically consists of a Short-Term Disability (STD) (weekly income) plan providing twenty-six (26) weeks of partial compensation commencing on the first (1st) calendar day of a non-occupational accident, or the eighth (8th) calendar day of a non-occupational illness (employees will be required to exhaust unused personal leave during any unpaid period of time before S & A benefits commence.) At the end of the twenty-six (26) weeks of STD coverage, the policy then provides Long-Term Disability (LTD) payments for the period and in the amounts set forth in the LTD plan. The policy also currently provides fifty thousand dollars (\$50,000.00) life insurance coverage.

Section 2. The Employer will, while an employee is away from work and receiving benefits pursuant to the S & A policy (but not to exceed twenty-six (26) weeks), make the premium payments necessary to continue the employee's (and his/her qualifying dependents) health insurance coverage as set forth in Article 22.

ARTICLE 17 – LEAVES OF ABSENCE

A. Unpaid Leaves of Absence

Section 1. Employees are eligible for unpaid leaves of absence (e.g. disability, paternity, personal, etc.), after one (1) year of continuous service with the Employer, (military leave will be treated in accordance with applicable federal/state law). An employee with a disability may request such a leave of absence upon exhausting his/her paid personal leave. The Employer will also comply with the Family and Medical Leave Act.

Section 2. All requests for unpaid leaves of absence must be in writing, and must be submitted to the Leave Benefit Coordinator as early as practicable (as Departmental staffing needs may affect whether a leave of absence will be approved, the employee should submit his/her request as far in advance of the desired leave as possible). The written request must provide a sufficient explanation for the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Section 3. Authorization or denial of an unpaid leave of absence request shall be furnished in writing to the employee by the Leave Benefit Coordinator and that decision shall be final and binding. If approved, the written approval will set forth the terms and conditions of the leave of absence (e.g. duration, whether the employee must periodically report to the Leave Benefit Coordinator, interim physical examinations, etc.). An unpaid leave of absence (or combination of consecutive leaves) will not be approved for a period in excess of six (6) consecutive months.

Section 4. An employee on an approved unpaid leave of absence will retain his/her seniority and benefits (except pay) for the first thirty (30) days of the leave of absence. For any leave of absence in excess of thirty (30) days, no fringe benefits such as, but not necessary limited to, seniority, vacation, paid personal leave, holiday pay, and any insurance benefits (except as set forth in Article 17), shall be accrued and/or be continued at the Employer's expense.

B. Paid Leaves of Absence

Section 1. Paid Bereavement Leave. If a death occurs among members of an employee's immediate family, the employee will receive three consecutive days (the funeral to fall on one of the three days) of paid time off (paid at the employee's base rate of pay, 12 hours per day), to make arrangements to attend the funeral. If necessary, and if approved by the Chief or his designee, the employee may request additional time off to be charged against earned in unused paid personal leave, vacation time, or as an unpaid personal leave of absence.

Immediate family shall be interpreted as spouse, children (or dependents living with the employee), parents, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

The Chief or his designee is to be notified immediately of a death in the immediate family (provided the employee intends on attending the funeral) and the desired time off. The employee shall provide appropriate verification confirming his/her eligibility for the provision of this benefit, if requested by the Chief.

Section 2. Paid Jury Duty Leave. Employees will be granted a leave of absence when required to report for jury duty. An employee must immediately notify the Chief or his designee upon receiving his/her notification to report for jury duty. Upon signing over his/her jury duty pay to the Employer (excluding any mileage), and employees serving jury duty will be paid his/her regular pay (eight hours per day, at his/her base rate of pay) for all days he/she serves on jury duty. The employee must immediately report for his/her regularly assigned duty on any day that he/she is released from jury duty, provided that there are at least one and a half (1 ½) hours remaining in his/her scheduled shift for that particular workday.

ARTICLE 18 – PAID VACATION

Section 1: Full time employees covered by this Agreement shall be entitled to paid vacation time off in the following manner. Vacation benefits are accrued on a per-pay period basis in the following schedule as per years of service. Vacation schedule "A" shall apply to employees hired before January 1, 2019. Employees hired after January 1, 2019 shall accrue vacation pursuant to Schedule "B". Vacation accrual shall begin on the date of hire. Refer to Appendix E.

Note: Employees covered by this Agreement that are assigned to work less than 40 hours per week shall accrue vacation time proportionate to their normally assigned work week.

| | |
|---|---------------------------|
| Schedule "A" (Hired before January 1, 2019) | Refer to Appendix E |
| - 0-completion of 4 years of service: | 3.08 hours per pay period |
| - Beginning of 5 th year to completion of 9 years: | 4.62 hours per pay period |
| - Beginning of year 10 to completion of year 14: | 6.16 hours per pay period |

| | |
|--|---------------------------|
| - Beginning of year 15 to completion of year 19: | 6.93 hours per pay period |
| - Beginning of year 20: | 7.70 hours per pay period |
| Schedule "B" (Hired after January 1, 2019) | Refer to Appendix E |
| - 0-completion of 4 years of service: | 3.08 hours per pay period |
| - Beginning of 5 th year to completion of 11 th year: | 4.62 hours per pay period |
| - Beginning of 12 th year to completion of 18 th year: | 6.16 hours per pay period |
| - Beginning of 19 th year to completion of 24 th year: | 6.93 hours per pay period |
| - Beginning of 25 th year: | 7.70 hours per pay period |

Note: New full-time hires will be given 16 hours in their vacation bank at hire date when initially hired.

Section 2. Paid vacation hours may be accrued and carried over from one year to the next, up to a maximum accumulation of 160 hours of vacation time. Any vacation time that accumulates in excess of the maximum accumulation of 160 hours, will be forfeited on the employee's employment anniversary date. It is the employee's responsibility to monitor and use accumulated vacation time to avoid a forfeiture.

Section 3. For the effective and efficient operation of the Department and a fair opportunity for vacation time for all employees, semi-annual vacation picks shall be completed as follows:

1. Summer vacations shall be from May through October. Winter vacations shall be from November through April. Summer vacation selections shall be completed prior to the end of March and posted by April 1. Winter vacation selections shall be completed prior to the end of September and posted by October 1. Officers may pick additional vacations after the picks have been completed for the summer and winter picks.
2. Vacation picks shall be by seniority for each rank. Employees shall make up to two (2) vacation picks within 48 hours of receiving notice that it is their turn to pick. In order to conduct vacation picks in a timely manner and barring extenuating circumstances, an employee not picking within the 48 hours shall be moved to the last pick and the vacation pick will move to the next in seniority.
3. Officers may pick subsequent vacation only after every eligible Officer has had the opportunity to select their first and second vacation picks.
4. The starting date and ending date of an Officer's vacation pick will include pass days and is subject to the maximum number of days allowed by contract/city employee handbook. No employee may take more than two continuous weeks of vacation time unless approved by the Chief of Police. The combination of an Officer's primary and secondary vacations shall not exceed their maximum number of days allowed by the contract/city employee handbook. Contractual language supersedes contradictory provisions of the City Employee Handbook.
5. The Sergeant(s) vacation pick shall be separate from the Officer's picks.
6. To ensure proper coverage for the City, the Chief of Police or designee shall determine the maximum number of Officers allowed at one time to be off during any given vacation period. Once approved, vacation time off may be rescinded upon the discretion of the requesting officer.

7. After each round of vacation picks is completed officers will be allowed to apply for and be granted the use vacation and benefit time on a first come first serve basis throughout the year.

Section 4. If a paid Holiday falls during a paid vacation period, the employee will receive Holiday pay and the time (12 hours) will not be deducted from the paid vacation bank.

Section 5. Accrued and unused vacation time (up to a maximum of 360 hours), will be paid upon retirement at the employee's then base hourly rate of pay. Accrued and unused vacation time (up to a maximum of 160 hours), will be paid upon termination or resignation of employment at the employee's then base hourly rate of pay.

Section 6: In accordance with the Letter of Understanding dated 12/7/2020; The City Manager may authorize up to an additional eighty (80) hour payout for the Supervisory and Non-Supervisory Units, and up to an additional eighty-four (84) (for the Police Department) hour payout at the time of the employee's 2021 anniversary date provided that such request is made to the City manager within thirty (30) days of the employee's anniversary date.

ARTICLE 19 – HOLIDAYS

Section 1. The following shall be paid holidays (12 hours pay at base hourly rate, unless generally scheduled for fewer hours per day) for employees:

| | |
|------------------------|------------------------|
| New Year's Day | Independence Day |
| Martin Luther King Day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| New Year's Eve Day | Christmas Day |
| | Labor Day |
| Floating Holiday | |

The floating holiday shall be established by the City Manager no later than December 15th for the upcoming calendar year. Generally, the selected date shall be established to eliminate singular days of operations preceding or following a holiday falling on a Tuesday or Thursday. In the event that a calendar does not present the need for this, then the City Manager may establish the day on either President's Day, Columbus Day, or Veterans Day.

Section 2. Employees required to work on a holiday recognized by this Agreement, with the exception of the following sentence, shall receive time and one-half (1/ ½) their regular pay for all hours worked on the holiday, in addition to their 12 hour base holiday pay. Employees required to work on Thanksgiving Day, Christmas Eve, and Christmas Day shall receive double (2x) their regular pay for all hours worked, in addition to their twelve (12) hour base holiday pay. When an employee's shift starts on the holiday and ends on the day after the holiday the employee shall receive time and one-half (1 ½) their regular pay plus their holiday pay at their regular rate of pay. Those employees not required/scheduled to work will receive holiday pay (12 hours at their base hourly rate). Any hours worked on a Holiday cannot be converted and banked into Comp Time pursuant to Article 14 Section 5.

Section 3. To be eligible for holiday pay, the employee must work his/her regularly scheduled day before, and his or her regularly scheduled day after the holiday, unless he/she was on an authorized paid leave of absence (e.g. vacation, paid personal leave, etc.)

Section 4. Holiday pay for officers who did not work the holiday will be paid at straight time and not counted towards the "hours paid, hours worked" outlined in Article 14, Section 2.

ARTICLE 20 – TRAVEL POLICY

Section 1. **AUTHORIZATION:** Any travel on City business shall be authorized in advance by the Department Head by completing a Professional Development Request form. For Department Heads, any travel on City business shall be authorized in advance by the City Manager on said forms. For travel in excess of 24 hours or out-of-state travel, such as workshops, conferences or seminars (in accordance with the Professional Development Policy), the cost of such trip must be included in the annual budget. If no funds were budgeted, this fact must be stated at the time of the request for travel.

Section 2. **EXPENSES INCLUDED:**

A. **Registration Fees:** Costs of registration for conferences, formal events, workshops, seminars or field trips, etc., as part of the authorized event or function.

B. **Lodging:** Actual expenses for room costs shall be reimbursed and shall be based on a cost for single occupancy. Room costs shall be reimbursed based on double occupancy if a room is shared with another city employee. In most circumstances lodging will be paid for by a City credit card and authorization form will be sent to the hotel.

Overnight lodging prior to and following an event will be subject to City Manager approval. Typically, if the event is more than 90 minutes away and would require a departure time prior to 6:30 AM. An overnight stay will be approved. Overnight stays following an event may be approved should the travel require an arrival time after 9:00 P.M. Middle nights (non arrival/departure days of an event) will typically be approved for overnight stays if the event is more than one hour away from the employee's home. It is understood that certain circumstances will require some decisions on a case by case basis with employee safety being a primary concern.

C. **Other transportation:** Actual expenses for train, bus, taxi, airplane, etc., shall be based upon coach fares or the most economical fare available for a reasonably scheduled trip.

D. **Car Rental and Parking:** Actual expenses for car rental or for parking. Individuals shall attempt to secure the lowest rate available if it is necessary to rent a vehicle.

E. **Meals and incidental expenses:** Expenses for meals and other miscellaneous expenses shall be reimbursed in accordance with IRS guidelines. Per diem rates can be found at www.gsa.gov/perdiem which provides the maximum allowable per diem rate that can be used without treating part of the per diem as taxable wages. Dates of departure and arrival will be paid at 75% of the GSA Per Diem rate unless departure is to take place prior to 7:00 AM and arrival is to occur later than 6:00 P.M. (using standard means of travel and quickest expected routes. Same day travel will be eligible for 75 % of the per diem rate provided that travel required more than 8 hours away from the Wayland area. Events requiring less than 8 hours away from home shall have meals reimbursed for actual cost with submittal of receipt. If meals are provided as part of an event agenda, deduct the appropriate amount from per diem. Light continental breakfast or reception hours shall not constitute a meal and will not be required to be deducted from expense reimbursement form.

F. **Mileage:** Those individuals traveling to an authorized event and using their personal vehicle shall be reimbursed for actual miles driven in accordance with established IRS mileage reimbursement rates that are in effect.

Section 3. **REIMBURSEMENT:** Items A, B, C and D above shall be reimbursed only upon presentation of a receipt showing evidence of the expense that was incurred unless otherwise approved by the City Manager. These should be attached to a Travel Expense Report form and signed by the Department Head. In the case of Department Heads, their forms should be signed by the City Manager. Items E and F shall be verified by the Department Head and the appropriate amount shall also be included on the Travel Expense Report form.

Preplanning is encouraged, and paying for registration, lodging and transportation in advance to the respective vendors is recommended.

ARTICLE 21 – LONGEVITY

Section 1. Full time employees will receive a longevity payment of one hundred dollars (\$100) per year of service every three (3) years, payable on their anniversary date (e.g. \$300 at three-year anniversary; \$900 at 9 year anniversary; \$1200 at 12 year anniversary) and so on. In order to facilitate an equitable transition to the new schedule a separate letter of understanding will be executed reflecting a 5-year look back period for each employee with applicable payment being made. Letter of understanding will be contained within the appendices of this agreement.

ARTICLES 22 – INSURANCES

Section 1. The employer shall provide a health insurance plan to all eligible employees, spouses, and qualifying dependents. In addition to health insurance, the City shall provide Dental and Optical insurance. The Employer reserves the right to change carriers and plans as long as the benefit levels remain substantially equivalent to the plan(s) outlined in Appendix "A" of this agreement and subject to any applicable changes to State and Federal Law regarding health insurance. Employees shall contribute 5% of the annual health insurance premium contribution paid through bi-weekly payroll deductions. These contributions shall be considered pre-tax contributions as allowed by law. Premiums for Dental and Optical coverage will be paid 100% by the City.

In addition, City employees shall be provided \$50,000 employer paid Life Insurance, Short and Long-term Disability Insurance, including optional Voluntary Life Insurance. Continuation of the current insurance plan, and payment of premiums is contingent on hard caps established by the State of Michigan, and compliance with the Affordable Care Act.

Section 2: The Employer will deposit funds into an H.S.A. account (as established by the City) in the following amounts:

H.S.A Contribution*

| Type | May 1 st | November 1 st | Total |
|--------|---------------------|--------------------------|--------|
| Single | \$250 | \$250 | \$500 |
| Double | \$500 | \$500 | \$1000 |
| Family | \$500 | \$500 | \$1000 |

* Employees electing to contribute to their H.S.A. via biweekly payroll deductions, the City will provide matching H.S.A. contributions. The City will match contributions up to \$200 annually for those on single plan, and contributions up to \$400 annually for those on a double or family plan. The employer's additional contribution will match the employee's elected payroll contribution. The maximum amount per payroll for a single plan holder will be \$7.70, and for a double/family plan holder will be \$15.39. Additional contributions to an H.S.A. plan are subject to IRS guidelines.

Note: State Mandated Health Insurance Hard-Caps may require that employees pay a higher percentage of the premium amount or the City may have to reduce H.S.A. contribution. Costs over the hard cap will be applied first to the premium contribution up to a 10% of the premium total. After this threshold is reached the City will reduce its H.S.A. contributions with the flat semi-annual contributions reduced first then the matching H.S.A. reduced thereafter. H.S.A. contributions made via payroll deduction are considered pre-tax contributions.

Section 3: Health Insurance Plan Waiver/Opt-out. Employees may present evidence of other health coverage available from another Insurance plan, other than the City sponsored health insurance plan or Medicare or Medicaid, to the City Clerk/Leave Benefit Coordinator, or the City Manager's office. The employee releases the City, and the Plan from any claims for Health Care benefits that would be available to them, if they had not waived the coverage. See Appendix B for complete information.

Section 4: Once 10% of the premium total has been reached and H.S.A. contributions have reduced the parties shall meet and negotiate other changes.

ARTICLE 23 – RETIREMENT

Section 1: Employees will be covered under the Michigan Municipal Employees Retirement System (MERS). MERS eligible employees covered by this agreement shall be enrolled into retirement/pension plans as outlined below.

- A. All employees hired before January 1, 2019 to January 1, 2022 shall be enrolled in the following MERS Defined Benefit Plan as outlined in Table 1 below. *(Note that MERS formerly utilized a coding system and this benefit plan has previously been referred to as follows: B-4, F-55/15, E-1, E-2, and FAC-3).* The Employer will, for the duration of this agreement, pay all necessary costs associated with providing eligible (as established by the applicable MERS program) employees with the benefits set forth below in Table 1.

| Benefit Provisions | Table 1 |
|--|-------------------------------------|
| Benefit Type | Defined Benefit |
| Benefit Formula | 2.5% multiplier (80% Max) |
| Vesting Period | 6 years |
| Normal Retirement Age | 60 |
| Early Retirement (Unreduced) | 55 years of age/15 years of service |
| Early Retirement (Reduced) | 50 years of age/25 years of service |
| Final Average Compensation Period (FAC) | FAC-3 years |
| Member Contribution Rate | 0.00% |
| Disability and Death Benefits | MERS Standard |
| Cost of Living Adjustment (Future Retirees) | 2.5% (Non-Compounded) |
| Cost of Living Adjustment (Current Retirees) | 2.5% (Non-Compounded) |
| Act 88 Observance | No |

- A. All employees hired after January 1, 2019 to January 1, 2022 shall be enrolled in the following MERS Defined Benefit Plan as outlined in Table 2 below. *(Note that MERS formerly utilized a coding system and this benefit plan has previously been referred to as follows: B-4, F-55/15, E-1, E-2, and FAC-3).* The Employer will, for the duration of this agreement, pay all necessary costs associated with providing eligible (as established by the applicable MERS program) employees with the benefits set forth below in Table 2.

| Benefit Provisions | Table 2 | |
|--|---------|-------------------------------------|
| Benefit Type | | Defined Benefit |
| Benefit Formula | | 2.0% multiplier |
| Vesting Period | | 10 years |
| Normal Retirement Age | | 60 |
| Early Retirement (Unreduced) | | 55 years of age/15 years of service |
| Early Retirement (Reduced) | | 50 years of age/25 years of service |
| Final Average Compensation Period (FAC) | | FAC-3 years |
| Member Contribution Rate | | 0.00% |
| Disability and Death Benefits | | MERS Standard |
| Cost of Living Adjustment (Future Retirees) | | 2.5% (Non-Compounded) |
| Cost of Living Adjustment (Current Retirees) | | 2.5% (Non-Compounded) |
| Act 88 Observance | | No |

- B. As of January 1, 2022 All current employees except those hired between January 1, 2019 and July 1, 2021 (those hired between January 1, 2019 and July 1, 2021 will remain in the MERS Plan as outlined in Table 2 above) or were hired after July 1, 2021 shall be enrolled in the following MERS Plan as outlined in table 3 below. *(Note that MERS formerly utilized a coding system and this benefit plan has previously been referred to as follows: B-4, F-55/15, E-1, E-2, and FAC-3).* The Employer will, for the duration of this agreement, pay all necessary costs associated with providing eligible (as established by the applicable MERS program) employees with the benefits set forth below in Table 3.

| Benefit Provisions | Table 3 | |
|--|---------|-------------------------------------|
| Benefit Type | | Defined Benefit |
| Benefit Formula | | 2.0% multiplier (80% Max) |
| Vesting Period | | 6 years |
| Normal Retirement Age | | 60 |
| Early Retirement (Unreduced) | | 55 years of age/15 years of service |
| Early Retirement (Reduced) | | 50 years of age/25 years of service |
| Final Average Compensation Period (FAC) | | FAC-3 years |
| Member Contribution Rate | | 0.00% |
| Disability and Death Benefits | | MERS Standard |
| Cost of Living Adjustment (Future Retirees) | | 2.5% (Non-Compounded) |
| Cost of Living Adjustment (Current Retirees) | | 2.5% (Non-Compounded) |
| Act 88 Observance | | No |

Section 2: The charts referenced in Section 1 of this Article have been provided for convenience only, and is a brief summary of the terms of the MERS Defined Benefit Plan Guidelines. These guidelines can be found at <http://www.mersofmich.com/Employer/Resources/Publications>, and is also available as Appendix F attached hereto. The charts above are not an exhaustive statement of the plan documents in their totality, which should be reviewed carefully by each employee. In the event of a conflict between

any provision of the Plan Document and the information on these charts, the Plan Document shall prevail.

Section 3: Eligible employees, if electing to do so, are responsible for paying all expenses associated with buying military time and/or up to five (5) years of generic service credit time for retirement purposes.

Section 4: Beginning January 1, 2022 the Employer shall make contributions to an employee's eligible 457 (Deferred Compensation Plan) or any other form of a recognized retirement plan that the employee wishes so long as the employer does not incur undue expense in doing so. The employer shall make the following deposits into the above plan as follows:

1. Employer shall contribute an automatic 3% of employee's gross wages into the plan.
2. Employer will match up to an additional 3% also based on the employee's gross wages.

ARTICLE 24 – WAGES

Section 1: Full-time sworn Police Officers covered by this Agreement shall receive the following pay increases to their regular base hourly wage rates:

| <u>Date</u> | <u>Start</u> | <u>1 year</u> | <u>2 years</u> | <u>3 years</u> | <u>4 years</u> | <u>5 years</u> |
|-------------|--------------|---------------|----------------|----------------|----------------|----------------|
| 7/1/21 | \$22.30 | \$23.30 | \$24.35 | \$25.53 | \$26.79 | \$28.14 |
| 7/1/22 | \$22.91 | \$23.94 | \$25.02 | \$26.20 | \$27.46 | \$28.81 |
| 7/1/23 | \$23.54 | \$24.60 | \$25.71 | \$26.89 | \$28.15 | \$29.50 |
| 7/1/24 | \$23.84 | \$24.91 | \$26.03 | \$27.21 | \$28.47 | \$29.82 |
| 7/1/25 | \$24.08 | \$25.16 | \$26.29 | \$27.47 | \$28.73 | \$30.08 |

The rank/classification of Sergeant shall be paid at the rate of a ten percent (10%) differential increase from the top step of Officer's pay.

Section 2: The Union recognizes that some officers may come with prior experience and incentives are necessary to attract qualified candidates. Any Officer hired with more than three (3) years full-time experience but without a break in full-time service longer than two (2) years may be started at a pay rate no higher than the lowest current paid full-time MCOLES Certified Officer.

ARTICLE 25 – MISCELLANEOUS

Section 1: Uniforms and Equipment: The employer will pay up to \$500.00 per fiscal year as reimbursement or direct purchase for documented purchases of police equipment. If an employee purchases the item out of pocket, reimbursement shall be made in a timely manner. This shall include any piece of equipment or clothing that are not standard issue items that could be used by the officer in the performance of their duties with the employer. This shall include but is not limited to the boots, shoes, cameras, binoculars, gloves, etc. When possible employees are expected to use vendors which are recognized by the City of Wayland when making purchases. These purchases will be made with approval of the employee's Supervisor and by utilizing the City's account with said vendor, if applicable. Due to the non-transferability of many of these items, any items shall remain the property of the employee. If the employee separates (non-termination) from employment within one year of the purchase date then the employee shall be responsible for reimbursement to the City or return of the items to the

Department. Any items with a useful life of less than one year shall not be subject to this provision. Furthermore, it is understood that some items are not transferable to another officer and therefore return of the items will not be accepted and only reimbursement. (Section 1 from Letter of Understanding)

Section 2. Mileage Reimbursement: an employee who is properly authorized and directed by this Chief or City Manager to use his/her personal automobile and the performance of City business will be paid the then applicable IRS mandated mileage rate (cents per mile) for all miles driven.

Section 3. Thin Blue Line Membership: on July 1, 2016 and each successive July 1 for the duration of this Agreement, the Employer shall pay the sum of ten (\$10) per month, per bargaining unit member, as a membership fee for each employee to The Thin Blue Line of Michigan (TBLoMI). This sum may be paid once each year on July 1st, or in monthly or quarterly installments at the Employer's discretion. Any employees hired after the effective date shall have their membership fee paid a prorated amount. Employee membership in the TBLoMI entitles them to all benefits provided by the TBLoMI. Neither the Employer nor the Union is accountable or responsible for any changes mandated by the TBLoMI.

Section 4: Tuition Reimbursement. Employees shall be reimbursed for the cost of tuition for advanced degrees or continuing education classes up to a maximum of \$4,500 on July 1, 2021 to cover the cost of tuition, books, equipment and other associated fees and expenses. The tuition will increase \$100 per fiscal year throughout the duration of the contract. Employees who wish to be reimbursed for a formal course for college credit must submit in writing to the City Manager, prior to enrollment, for approval of the course.

Courses will be taken at times other than the employee's normal working hours, unless the employee has received approval by the City Manager and or his/her designee for an exception.

Upon completion of the course, the employee shall be reimbursed for tuition, books, equipment, and other mater, school fees, and expenses. Reimbursement shall be for completed courses with a passing grade, in pass or fail courses, or a (C) or above, in a course which gives out a letter grade.

Employees who take advantage of this program and subsequently voluntarily terminate employment with the employer before three (3) years from the date of course completion, must return a proportionate amount of their reimbursement as follows: (From letter of understanding however 4k upped to 5k)

| Years | Reimbursement |
|--|------------------------------------|
| 0 to 1 year of service to the employer | Full reimbursement to the employer |
| 1 to 2 years of service to the employer | 2/3 reimbursement to the employer |
| 2 to 3 years of service to the employer | 1/3 reimbursement to the employer |
| 3 or more years of service to the employer | No reimbursement required. |

ARTICLE 26 - TERMINATION OF THE DEPARTMENT

Should the City Council, City Manager, or any other official with power to do so terminate the City of Wayland Police Department, the City will pay the difference in the employees wages and benefits for one year if the employment is law enforcement related. If the employee gains employment that is

not law enforcement related the City will pay the employee a one year salary and benefits. In addition, the City will also pay a one-time lump sum stipend of \$15,000 for college or trade school courses.

ARTICLE 27 – STANDBY PAY

A full-time road patrol officer will, when notified and affirmed by either email or text message, be paid \$9.45 per hour when they are notified by the Chief of Police or designee that they are to be on standby or “be ready” to be called in on their scheduled off duty time. The standby email notification or text message shall include a starting date and time as well as, when possible, an ending date and time. Should the full-time road patrol officer be called in during their standby time, they shall be paid at one and one-half (1 ½) their hourly base pay regardless of reaching the 84 pay period limit. Their response time should be within two (2) hours of notice of call in.

ARTICLE 28 – BODY WORN CAMERAS (BWC)

Section 1: The Employer will establish a Review Log where the date and time of the review, name of reviewer, employee reviewed, reason for the review and duration of review will be recorded.

Section 2: Employees will be subject to random reviews. Employee’s will not be unreasonably targeted or reviewed.

Section 3: The Review Log shall be available to the Union Officers upon reasonable request for review by the Union. An employer may deny the request if doing so will interfere with an ongoing investigation.

Section 4: This Article does not prohibit the Employer from investigating specific complaints or performance concerns about an employee.

Section 5: An employee shall be allowed to review all audio and video recordings prior to any type of interview reference any investigation.

Section 6: An employee shall be allowed to review all audio and video recordings prior to authoring any reports.

Section 7: The body worn camera shall not be remotely activated unless it is reasonable to perceive the officer is in distress or not answering their radio. Employer shall not have someone not bound by this contract to remotely activate the camera unless as stated above.

ARTICLE 29 – FILLING OPEN SHIFTS

Section 1: No officer shall be able to work more than 12 consecutive days without having 24 hours off unless mutually agreed upon by both the Chief of Police or designee and the officer.

Section 2: Vacant Shifts. Administration will make every effort to fill any vacant shift and not rely on other agencies to provide coverage except when all previous options above have been exhausted.

Section 3: Shift Shifting. Officer’s work days/hours will not be altered to adjust the schedule to fill open shifts in order to avoid vacancy except for the following reason.

- i. Mutually agreed upon by the Officer and the Chief of Police or their designee.
- ii. Manpower shortage -- Should the department be reduced down to staffing levels of two road patrol officers, then schedules may be altered to provide the best coverage to the public as well as the utilization of outside agencies to provide coverage upon agreement with the POLC.

ARTICLE 30 – DEPARTMENT ISSUED CELL PHONES

Section 1: No member of road-patrol will be required to have a department issued cell phone with them at any time they are off duty.

Section 2: Department issued cell phones shall not be utilized as a primary replacement for Allegan County Central Dispatch. The Department shall develop a policy in conjunction with the POLC to create a policy reference the distribution of Police Officers work cell phone numbers.

ARTICLE 31 – DURATION

This Agreement shall become effective July 1, 2021. The Agreement shall remain in full force and effect through the 30th day of June 2026 and from year to year thereafter unless either party hereto serves written notice upon the other of at least sixty (60) calendar days prior to the 30th day of June, 2026, or sixty (60) calendar days prior to the execution of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.



IN WITNESS WHEREOF, the Agreement is executed on this the 1st day of July 2021.

POLICE OFFICERS LABOR COUNCIL

CITY OF WAYLAND

Dave Thomas
POLC Labor Representative

Joshua Eggleston
City Manager

Thomas Newberry
Chief Steward

Lee Ann Clausen
City Clerk

Wayland, MI

"Committed to Excellence"



2020 - 2021 Benefit Guide

AN OVERVIEW OF THE WIDE ARRAY OF BENEFITS
PROVIDED BY CITY OF WAYLAND , TO HELP YOU ENJOY
INCREASED WELL-BEING AND FINANCIAL SECURITY

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Introduction

As an employee at City of Wayland enjoying your work and making valuable contributions to business are equally vital. The health, satisfaction and security of you and your family are important to your well-being and ultimately, achieving the goals of our organization.

For the 2020 - 2021 plan year, City of Wayland has worked hard to offer a competitive total rewards package that includes valuable and competitive benefits plans. These programs reflect our commitment to keeping our staff healthy and secure. We understand that your situation is unique, and City of Wayland is offering an overall benefits package with many possible choices - one that can be shaped and molded by you, to fit your needs.

This enrollment booklet is a summary description of your City of Wayland benefit plans. If there is a discrepancy between these summaries and the written legal plan documents, the plan documents shall prevail. This booklet and plan summaries do not constitute a contract of employment.

We hope this enrollment booklet, along with our additional communication and decision-making tools, will help you make the best health care choices for you and your family.

Update On Health Care Reform



On January 1, 2014, a key component of the health reform law came into effect: Everyone in the US (with a few exceptions) is now required to have health insurance. City of Wayland is offering health insurance for eligible staff. This coverage meets all of the health reform law requirements to satisfy your "Individual Mandate" requirements under the law. We hope to keep offering these benefits as a valuable part of your total compensation in the future. However, because we offer you coverage that satisfies all the health reform requirements, you will not qualify for any federal assistance to purchase an individual or family policy on the open market (the "marketplace").

Overview of Benefits

Changes and Qualifying Events

When Coverage Begins and Ends

First of the month following 30 days of Full-Time Employment

Your coverage under the benefits plans will end if you no longer meet the eligibility requirements, your contributions are discontinued or the Group Insurance Policy is terminated.

Qualifying Events

Eligible employees may enroll or make changes to their benefits elections during the annual open enrollment period. As with most benefits, once you elect an option you are bound to that choice for the entire plan year unless you experience a "Qualifying Event". These may include, but are not limited to:

- Changes in employment status
- Changes in legal marital status
- Changes in number of dependents
- Taking an unpaid leave of absence
- Dependent satisfies or ceases to satisfy eligibility requirement
- Family Medical Leave Act (FMLA) leave.
- A COBRA-qualifying event
- Entitlement to Medicare or Medicaid
- A change in the place of residence of the employee, resulting in the current carrier not being available

Medical

Priority Health Summary of Coverage

| Plan Features | Priority Health HMO 1000 | Priority Health HMO HSA 1400 | |
|--------------------------------------|------------------------------|------------------------------|----------------------|
| | IN NETWORK | IN NETWORK | |
| Deductibles (Indiv/Family) | \$1,000 / \$2,000 | \$1,400 / \$2,800 | |
| Coinsurance Maximum | \$3,500 / \$7,000 | N/A | |
| Out-of-Pocket Maximum | \$7,350 / \$14,700 | \$3,500 / \$7,000 | |
| Preventive Care | 100% | 100% | |
| Primary Care Visit | \$20 Copay | 90% After Deductible | |
| Specialist Visit | \$50 Copay | 90% After Deductible | |
| Diagnostic Exam | 80% After Deductible | 90% After Deductible | |
| X-Rays | 80% After Deductible | 90% After Deductible | |
| Complex Images | 80% After Deductible | 90% After Deductible | |
| Outpatient Procedure | 80% After Deductible | 90% After deductible | |
| Inpatient Visit | 80% After Deductible | 90% After deductible | |
| Emergency Room | \$150 Copay After Deductible | 90% After deductible | |
| Urgent Care | \$75 Copay | 90% After deductible | |
| Prescription Coverage | | | |
| Generic | \$20 Copay | After Deductible | \$20 Copay |
| Preferred Brand | \$60 Copay | | \$60 Copay |
| Non-preferred Brand | \$80 Copay | | \$80 Copay |
| Preferred Specialty Brand | 20%; \$250 Max Copay | | 20%; \$250 Max Copay |
| Non-preferred Specialty Brand | 20%; \$450 Max Copay | | 20%; \$450 Max Copay |
| Pharmacy / RX (90 Day Supply) | 2 times Copay | | 2 times Copay |

City of Wayland

Key Terms to Remember

Plan Types

EPO/PPO – A network of doctors, hospitals and other health care providers

HMO – A network that requires you to select a Primary Care Physician (PCP) who coordinates your health care

POS – Combines aspects of a PPO and HMO to manage cost

HDHP – A plan that has higher cost sharing (e.g. deductible), but typically also lower monthly premiums.

Out-of-Pocket Maximum

This is the total amount you can pay out of pocket each calendar year before the plan pays 100 percent of covered expenses for the rest of the calendar year. Most expenses that meet provider network requirements count toward the annual out-of-pocket maximum, including expenses paid to the annual deductible*, copays and coinsurance.

*Except for Grandfathered medical plans

Annual Deductible

The amount you have to pay each year before the plan starts paying a portion of medical expenses. All family members' expenses that count toward a health plan deductible accumulate together in the aggregate; however, each person also has a limit on their own individual accumulated expenses

(the amount varies by plan).

Copays and Coinsurance

These expenses are your share of cost paid for covered health care services. Copays are a fixed dollar amount, and are usually due at the time you receive care. Coinsurance is your share of the allowed amount charged for a service, and is generally billed to you after the health insurance company reconciles the bill with the provider.

The Value of Preventive Care

Wellness and Health Management

Understanding the full value of covered benefits allows you to take responsibility for maintaining good health and incorporating healthy habits into your lifestyle. Some examples include getting regular physical examinations, mammograms and immunizations.

Through the plans offered by City of Wayland, all covered individuals and family members are eligible to receive routine wellness services like these, at no cost; all copays, coinsurance, and deductibles are waived.

Which Preventive Care Services Are Covered?

The US Preventive Services Task Force maintains a regular list of recommended services that all Affordable Care Act (i.e. Health Care Reform) compliant insurance plans should cover at 100% for in-network providers. Below is a list of common services that are included in the plans offered this year:

- Routine Physical Exam
- Well Baby and Child Care
- Well Woman Visits
- Immunizations
- Routine Breast Exam
- Routine Gynecological Exam
- Routine Colonoscopy
- Routine Colorectal Cancer Screening
- Routine Prostate Test
- Routine Lab Procedures
- Routine Mammograms
- Routine Pap Smear
- Smoking Cessation Programs

City of Wayland

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- Routine Colorectal Cancer Screening
- Routine Prostate Test
- Routine Lab Procedures
- Routine Mammograms
- Routine Pap Smear
- Smoking Cessation Programs

Health Savings Account (HSA)

For 2020 - 2021 City of Wayland is offering a Health Savings Account (HSA).



This is how an HSA works:



A health savings account (HSA) is a health care account and savings account in one. The main purpose of this account is to offset the cost of a qualifying high deductible health plan (HDHP) and provide savings for your out-of-pocket eligible health care expenses – those you and your tax dependents may have now, in the future, and during your retirement.



This is a "portable" account. You own your HSA! It's included in your employee benefits package, but after you set up your account, it's yours to keep, even if you change jobs or retire.



Once your HSA is established, money is contributed to your account by you, City of Wayland or friends and family, and you can then use your HSA dollars tax-free to pay for eligible health care expenses. You save money on expenses you're already paying for, like doctors' office visits, prescription drugs, and much more. Best of all, you decide how and when to use your HSA dollars.

How much can you contribute?

- **Single: \$3,550 (City of Wayland is contributing \$500 of this amount)**
\$250 is deposited on May 1; \$250 is deposited on November 1
- **Double/Family: \$7,100 (City of Wayland is contributing \$1,000 for double/family)**
\$500 is deposited on May 1; \$500 is deposited on November 1

WHY IS IT A GOOD IDEA TO HAVE AN HSA?

HSAs benefit everyone who is eligible to have this account – single individuals, families, and soon-to-be retirees. You save money on taxes in three ways:

Tax-free deposits

The money you contribute to your HSA isn't taxed (up to the IRS annual limit)

Tax-free earnings

Your interest and any investment earnings grow tax-free

Tax-free withdrawals

Money used toward eligible health care expenses isn't taxed – now or in the future

Setting aside pre-tax dollars into your HSA you pay fewer taxes and increase your take-home pay by your tax savings. You save money on eligible expenses that you are paying for out of your pocket. The amount you save depends on your tax bracket. For example, if you are in the 30 percent tax bracket, you can save \$30 on every \$100 spent on eligible health care expenses.

HSA funds roll over from year to year and accumulate in your account. There is no "use-it-or-lose-it" rule with HSAs, and you decide how and when to use your HSA funds, which can be used for eligible expenses you have now, in the future, or during retirement. And when you have a certain balance in your HSA, investment opportunities are available.

Refer to your HSA documentation for more information.

MedNow Virtual Care

City of Wayland employees have access to around the clock access to a doctor, no matter where they are, through MedNow. This Telemedicine benefit will connect you to a board-certified doctor by phone or video chat.

If you need care for a medical issue that's not life threatening but can't wait for your doctor's office to open, virtual care may be a great option for you. Get access to care wherever you are (think: home, office, car or hotel room), 24 hours a day, 7 days a week. Priority Health members who live *in* the state of Michigan can use MedNow, which offers video visits and eVisits with Michigan-based, board-certified providers.

Examples of illnesses you can have a consultation with are (but not limited to):

- Sinus Infections
- Pink Eye
- Strep Throat
- Ear Infections
- Rashes
- Headache
- Fever

Examples of illnesses you can have a consultation with are (but not limited to):

- Are considering the ER or Urgent Care for a nonemergency medical issue
- Need care outside of their doctor's normal business hours or on nights, weekends or holidays
- Are traveling

Consultation appointments with a doctor will be under \$45.00.

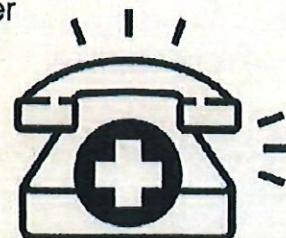
Contact Information:

You can access MedNow in several different ways:

- Log on to the Priority Health website www.priorityhealth.com then select the MedNow tile.
- Download the MedNow App from the App Store, Google Play, or Windows Store
- Call (844) 322-7374

Please note you will need to provide your ID number. Don't have a MyHealth account? Set yours up today at priorityhealth.com/myhealth. If you need assistance setting up your account, contact MyHealth Customer service at (877) 308-5083.

If you need a prescription, it will be sent to your local pharmacy. We will send all the information to your primary care doctor so they have the details they need to help you be your healthiest.



DENTAL & VISION COVERAGE

Dental Coverage



DELTA DENTAL Summary of Coverage

| Plan Features | Plan Pays |
|---|--------------|
| Annual Deductible (Individual / Family) | \$50 / \$150 |
| Preventive Care | 100% |
| Basic Procedures (Extractions, fillings, etc.) | 80% |
| Major Procedures (Crowns, dentures, etc.) | 50% |
| Child Orthodontia | \$1,000 |
| Calendar Year Maximum Benefit | \$1,500 |

Vision Coverage



EYEMED Summary of Coverage

| Plan Features | In-Network | Out-of-Network |
|---|-----------------|---------------------|
| Vision Exam | \$0 Copay | Covered up to \$40 |
| Lenses | | |
| Single | \$0 Copay | Covered up to \$30 |
| Bifocal | \$0 Copay | Covered up to \$50 |
| Trifocal | \$0 Copay | Covered up to \$70 |
| Progressive | \$55 Copay | Covered up to \$52 |
| Frames | \$130 Allowance | Covered up to \$91 |
| Elective Contact Lenses | \$130 Allowance | Covered up to \$130 |
| Medically Necessary Contact Lenses | Covered in full | Covered up to \$210 |
| Frequency (Months) | | |
| Exam | Every 12 Months | |
| Lenses | Every 12 Months | |
| Frames | Every 12 Months | |
| Contacts | Every 12 Months | |

KANSAS CITY LIFE & AD&D



Basic Life & AD&D

Kansas City Life Summary of Coverage

| Plan Features | Plan Pays |
|------------------------|------------------------|
| Minimum Benefit Amount | 2 X Base Annual Salary |
| Maximum Benefit Amount | \$50,000 |

Voluntary Life & AD&D

Kansas City Life Summary of Coverage

| Plan Features | Plan Options |
|---|--|
| Employees can choose different amounts of coverage between the minimum and maximum benefit amount. | |
| Employee Benefit | Minimum: \$10,000 Maximum: Lesser of 5 X pay or \$100,000 (Increments of \$10,000) |
| Spouse Benefit | Minimum: \$5,000 Maximum: \$50,000 (Increments of \$5,000) Not to exceed 50% of employee's benefit amount |
| Dependent Benefit | \$2,500, \$5,000, \$7,500 or \$10,000 Not to exceed the spouse's benefit amount |

Guarantee Issue for New Hires

Amount of coverage you can purchase without additional Medical Certification

Employee

\$50,000

Spouse

\$25,000

Child Dependent

\$10,000

This will only be offered during the initial eligibility period for New Hires

| Employee & Spouse Monthly Rates per \$1,000 | | | | Child Monthly Rates per \$2,500 |
|---|---------|-------|---------|--|
| Age | Rates | Age | Rates | |
| <30 | \$0.073 | 50-54 | \$0.363 | \$0.520 |
| 30-34 | \$0.080 | 55-59 | \$0.568 | |
| 35-39 | \$0.096 | 60-64 | \$0.850 | Child AD&D Monthly Rate per \$2,500 \$0.045 |
| 40-44 | \$0.145 | 65-69 | \$1.483 | |
| 45-49 | \$0.228 | 70-74 | \$2.382 | |
| Employee & Spouse AD&D Monthly Rate per \$1,000 - \$0.030 | | | | |

KANSAS CITY LIFE DISABILITY

Short-Term Disability

Kansas City Life Summary of Coverage

| Plan Features | Plan Pays |
|-------------------------|-----------------------------------|
| Employee Benefit Amount | 66% of Basic Weekly Earnings |
| Maximum Benefit Amount | \$1,500 |
| Elimination Period | 1st Day Injury / 8th day sickness |
| Benefit Duration | 26 Weeks |



Long-Term Disability

Kansas City Life Summary of Coverage

| Plan Features | Plan Pays |
|-------------------------|---------------------------------------|
| Employee Benefit Amount | 60% |
| Maximum Benefit Amount | \$5,000 |
| Elimination Period | 180 Days |
| Benefit Duration | Social Security Normal Retirement Age |

Value of Pre-Tax Benefits

Section 125 Plan

City of Wayland operates a Premium Only Section 125 Plan, which allows you to reduce your total taxable income by your portion of group insurance premiums. In effect, this is just like getting a raise - your withholding taxes are reduced, and your take-home pay increases!

Example: Employee earning \$30,000 annually, paying \$200/month for benefits

| | Without Pre-Tax Benefits | With Pre-Tax Benefits |
|----------------------------------|--------------------------|-----------------------|
| Gross Pay | \$30,000 | \$30,000 |
| Insurance Deductions/Payments | \$0 | \$2,400 |
| Taxable Income | \$30,000 | \$27,600 |
| Taxes at 25% | \$7,500 | \$6,900 |
| After-Tax Income | \$22,500 | \$20,700 |
| After-Tax Payment for Benefits | \$2,400 | \$0 |
| Take-home Pay | \$20,100 | \$20,700 |
| INCREASE IN TAKE-HOME PAY | | +\$600 |



Legal Notices

Accountability Act of 1996 (HIPAA)

The Health Insurance Portability and Accountability Act of 1996 addresses how an employer can enforce eligibility and enrollment for health care benefits, as well as ensuring that protected health information which identifies you is kept private. You have a right to inspect copy-protected health information that is maintained by and for the plan for enrollment, payment, claims and case management. If you feel that protected health information about you is incorrect or incomplete, you may ask your benefits administrator to amend the information. For a full copy of the Notice of Privacy Practices, describing how protected health information about you may be used and disclosed and how you get access to the information, contact Human Resources.

The HIPAA Privacy Rule was effective beginning April 14, 2003. The Privacy Rule is intended to safeguard protected health information (PHI). The provisions of the Privacy Rule have a significant impact on those who deal with health information and on all citizens with regard to their personal PHI. Our health insurance broker and all our contracted plans adhere to the HIPAA Privacy Rule.

Medicaid and the Children's Health Insurance Program (CHIP)

If you're eligible for health coverage from City of Wayland, but can't afford the premiums, some states have premium-assistance programs that can help pay for coverage with funds from their Medicaid or CHIP programs. If you or your dependents are already enrolled in Medicaid or CHIP, contact your state Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, the employer's health plan is required to permit you and your dependents to enroll in the plan - as long as you and your dependents are eligible, and not already enrolled. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance.

Women's Health and Cancer Rights Act Enrollment Notice

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Woman's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

1. All stages of reconstruction of the breast on which mastectomy was performed.
2. Surgery and reconstruction of the other breast to produce a symmetrical appearance; prostheses.
3. Treatment of physical complications of the mastectomy, including lymphedema.

Newborns' and Mothers' Health Protection Act Disclosure

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Legal Notices

Patient Protection Notice

Your carrier generally may require the designation of a primary care provider. You have the right to designate any primary care provider who participates in your network and who is available to accept you or your family members. Until you make this designation, your carrier may designate one for you.

For children, you may designate a pediatrician as the primary care provider. You do not need prior authorization from your carrier or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in your network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals.

HIPAA Special Enrollment Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

HIPAA PRIVACY NOTICE

Please contact HR if you have any questions or need assistance obtaining a privacy notice.

NOTICE EXTENSION OF DEPENDENT COVERAGE TO AGE 26 AND ENROLLMENT OPPORTUNITY

Individuals whose coverage ended, or who were denied coverage (or were not eligible for coverage), because the availability of dependent coverage of children ended before attainment of age 26 are eligible to enroll in medical, dental and vision programs. For more information contact your plan administrator.

NOTICE LIFETIME LIMIT NO LONGER APPLIES AND ENROLLMENT OPPORTUNITY

The lifetime limit on the dollar value of benefits under Priority Health medical program does not apply. Enrollment opportunities for individuals who previously lost coverage due to a lifetime limit are available. For more information contact your plan administrator.

Legal Notices

Premium Assistance Under Medicaid and the Children's Health Insurance Program (CHIP)

If you or your children are eligible for Medicaid or CHIP and you're eligible for health coverage from your employer, your state may have a premium assistance program that can help pay for coverage, using funds from their Medicaid or CHIP programs. If you or your children aren't eligible for Medicaid or CHIP, you won't be eligible for these premium assistance programs but you may be able to buy individual insurance coverage through the Health Insurance Marketplace. For more information, visit www.healthcare.gov.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, contact your State Medicaid or CHIP office or dial **1-877-KIDS NOW** or www.insurekidsnow.gov to find out how to apply. If you qualify, ask your state if it has a program that might help you pay the premiums for an employer-sponsored plan.

If you or your dependents are eligible for premium assistance under Medicaid or CHIP, as well as eligible under your employer plan, your employer must allow you to enroll in your employer plan if you aren't already enrolled. This is called a "special enrollment" opportunity, and **you must request coverage within 60 days of being determined eligible for premium assistance**. If you have questions about enrolling in your employer plan, contact the Department of Labor at www.askebsa.dol.gov or call **1-866-444-EBSA (3272)**.

If you live in Texas, you may be eligible for assistance paying your employer health plan premiums. Please contact human resources for a listing of all participating states. The following list is current as of January 31, 2017. You should contact your State for further information on eligibility.

Texas – Medicaid

Website: <https://www.gethipptexas.com/>

Phone: 1-800-440-0493

Missouri – Medicaid

Website: <http://www.dss.mo.gov/mhd/participants/pages/hipp.htm>

Phone: 1-573-751-2005

Louisiana – Medicaid

Website: <http://dhh.louisiana.gov/index.cfm/subhome/1/n/331>

Phone: 1-888-695-2447

To see if any other states have added a premium assistance program since January 31, 2017, or for more information on special enrollment rights, contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Menu Option 4, Ext. 61565

Legal Notices

Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA)

The right to COBRA continuation coverage was created by federal law, so that you and your covered dependents may continue your employer-sponsored benefits coverage at full costs (plus an administrative fee). After a qualifying event, COBRA continuation coverage must be offered to each qualified beneficiary. You, your spouse and your dependent children could become qualified beneficiaries if coverage under the Plan is lost as a result of a qualifying event. If you're

an employee, you'll become a qualified beneficiary if you lose your coverage for either of these reasons:

- Your hours of employment are reduced
- Your employment ends for any reason other than your gross misconduct

If you're the spouse/dependent of a

City of Wayland employee, you'll become a qualified beneficiary if you lose your coverage under the Plan for any of these reasons:

- Your spouse/parent dies
- Your spouse/parent's hours of employment are reduced
- Your spouse/parent's employment ends for reasons other than his or her gross misconduct
- Your spouse/parent is retired and becomes entitled to Medicare benefits
- You are divorced or legally separated from your spouse
- Child is no longer eligible for coverage under the Plan as a dependent child

Legal Notices

Important Notice from City of Wayland About Your Prescription Drug Coverage and Medicare

Please read this notice carefully and keep it where you can find it. This notice has information about your current prescription drug coverage with City of Wayland about your options under Medicare's prescription drug coverage. This information can help you decide whether or not you want to join a Medicare drug plan. If you are considering joining, you should compare your current coverage, including which drugs are covered at what cost, with the coverage and costs of the plans offering Medicare prescription drug coverage in your area. Information about where you can get help to make decisions about your prescription drug coverage is at the end of this notice.

There are two important things you need to know about your current coverage and Medicare's prescription drug coverage:

1. Medicare prescription drug coverage became available in 2006 to everyone with Medicare. You can get this coverage if you join a Medicare Prescription Drug Plan or join a Medicare Advantage Plan (like an HMO or PPO) that offers prescription drug coverage. All Medicare drug plans provide at least a standard level of coverage set by Medicare. Some plans may also offer more coverage for a higher monthly premium.
2. City of Wayland has determined that the prescription drug coverage offered by Priority Health is, on average for all plan participants, expected to pay out as much as standard Medicare prescription drug coverage pays and is therefore considered Creditable Coverage. Because your existing coverage is Creditable Coverage, you can keep this coverage and not pay a higher premium (a penalty) if you later decide to join a Medicare drug plan.

When Can You Join A Medicare Drug Plan?

You can join a Medicare drug plan when you first become eligible for Medicare and each year from October 15th to December 7th.

However, if you lose your current creditable prescription drug coverage, through no fault of your own, you will also be eligible for a two (2) month Special Enrollment Period (SEP) to join a Medicare drug plan.

What Happens To Your Current Coverage If You Decide to Join A Medicare Drug Plan?

If you decide to join a Medicare drug plan, your current City of Wayland coverage will not be affected. Individual Guidance available at <http://www.cms.hhs.gov/CreditableCoverage/>, which outlines the prescription drug plan provisions/options that Medicare eligible individuals may have available to them when they become eligible for Medicare Part D. If you do decide to join a Medicare drug plan and drop your current City of Wayland coverage, be aware that you and your dependents will not be able to get this coverage back.

When Will You Pay A Higher Premium (Penalty) To Join A Medicare Drug Plan?

You should also know that if you drop or lose your current coverage with City of Wayland and don't join a Medicare drug plan within 63 continuous days after your current coverage ends, you may pay a higher premium (a penalty) to join a Medicare drug plan later.

If you go 63 continuous days or longer without creditable prescription drug coverage, your monthly premium may go up by at least 1% of the Medicare base beneficiary premium per month for every month that you did not have that coverage. For example, if you go nineteen months without creditable coverage, your premium may consistently be at least 19% higher than the Medicare base beneficiary premium. You may have to pay this higher premium (a penalty) as long as you have Medicare prescription drug coverage. In addition, you may have to wait until the following October to join.

For More Information About This Notice Or Your Current Prescription Drug Coverage...

Contact the person listed below for further information. NOTE: You'll get this notice each year. You will also get it before the next period you can join a Medicare drug plan, and if this coverage through City of Wayland changes. You also may request a copy of this notice at any time.

For More Information About Your Options Under Medicare Prescription Drug Coverage...

More detailed information about Medicare plans that offer prescription drug coverage is in the "Medicare & You" handbook. You'll get a copy of the handbook in the mail every year from Medicare. You may also be contacted directly by Medicare drug plans.

For more information about Medicare prescription drug coverage:

- Visit www.medicare.gov
- Call your State Health Insurance Assistance Program (see the inside back cover of your copy of the "Medicare & You" handbook for their telephone number) for personalized help
- Call 1-800-MEDICARE (1-800-633-4227). TTY users should call 1-877-486-2048.

If you have limited income and resources, extra help paying for Medicare prescription drug coverage is available. For information about this extra help, visit Social Security on the web at www.socialsecurity.gov, or call them at 1-800-772-1213 (TTY 1-800-325-0778).

Remember: Keep this Creditable Coverage notice. If you decide to join one of the Medicare drug plans, you may be required to provide a copy of this notice when you join to show whether or not you have maintained creditable coverage and, therefore, whether or not you are required to pay a higher premium (a penalty).

Contact--Position/Office: Kristin Engel

Address: 103 South Mall Street, Wayland, MI 49348

Phone Number: 269-792-2265

Legal Notices



New Health Insurance Marketplace Coverage Options and Your Health Coverage

Form Approved
OMB No. 1210-0149
(expires 5-31-2020)

PART A: General Information

When key parts of the health care law take effect in 2014, there will be a new way to buy health insurance: the Health Insurance Marketplace. To assist you as you evaluate options for you and your family, this notice provides some basic information about the new Marketplace and employment-based health coverage offered by your employer.

What is the Health Insurance Marketplace?

The Marketplace is designed to help you find health insurance that meets your needs and fits your budget. The Marketplace offers "one-stop shopping" to find and compare private health insurance options. You may also be eligible for a new kind of tax credit that lowers your monthly premium right away. Open enrollment for health insurance coverage through the Marketplace begins in October 2013 for coverage starting as early as January 1, 2014.

Can I Save Money on my Health Insurance Premiums in the Marketplace?

You may qualify to save money and lower your monthly premium, but only if your employer does not offer coverage, or offers coverage that doesn't meet certain standards. The savings on your premium that you're eligible for depends on your household income.

Does Employer Health Coverage Affect Eligibility for Premium Savings through the Marketplace?

Yes. If you have an offer of health coverage from your employer that meets certain standards, you will not be eligible for a tax credit through the Marketplace and may wish to enroll in your employer's health plan. However, you may be eligible for a tax credit that lowers your monthly premium, or a reduction in certain cost-sharing if your employer does not offer coverage to you at all or does not offer coverage that meets certain standards. If the cost of a plan from your employer that would cover you (and not any other members of your family) is more than 9.5% of your household income for the year, or if the coverage your employer provides does not meet the "minimum value" standard set by the Affordable Care Act, you may be eligible for a tax credit.¹

Note: If you purchase a health plan through the Marketplace instead of accepting health coverage offered by your employer, then you may lose the employer contribution (if any) to the employer-offered coverage. Also, this employer contribution—as well as your employee contribution to employer-offered coverage—is often excluded from income for Federal and State income tax purposes. Your payments for coverage through the Marketplace are made on an after-tax basis.

How Can I Get More Information?

For more information about your coverage offered by your employer, please check your summary plan description or contact _____.

The Marketplace can help you evaluate your coverage options, including your eligibility for coverage through the Marketplace and its cost. Please visit HealthCare.gov for more information, including an online application for health insurance coverage and contact information for a Health Insurance Marketplace in your area.

Contact Information

| Carrier Name | Website | Phone Number |
|-------------------------|--|----------------|
| Delta Dental | www.deltadentalmi.com | (800) 542-0149 |
| EyeMed | www.eyemedvisioncare.com | (866) 939-3633 |
| Kansas City Life | www.kclife.com | (800) 821-6164 |
| Priority Health | www.priorityhealth.com | (800) 942-0954 |



| BHS Insurance Contacts | | | |
|------------------------|------------------------------|-------------------|--------------|
| | Title | Email | Phone |
| Ryan Root | Employee Benefits Specialist | rroot@bhsins.com | 616-261-7335 |
| Jennifer Starr | Account Manager | jstarr@bhsins.com | 616-378-7415 |



City of Wayland



CITY OF WAYLAND
Health Insurance Plan Waiver Agreement – Part 1

Employee Name: _____

SSN: _____ Department: _____

Family Member providing Health Care Insurance: _____

I have been given the opportunity to receive health Insurance coverage under the City of Wayland Health Care Program. I understand that by signing this form, and returning it to the City Manager, or the City Clerk/Leave Benefit office, I am have made a binding decision to waive coverage from the City of Wayland health care program for this plan year.

I am enrolled for Health Insurance coverage from another employer group: _____
(Attach a copy of the insurance card from other Insurance Plan to this Application)

Employer Name: _____ Employer Telephone No: _____

Policy Number: _____ Name of Insurance Carrier: _____
(Other than the City Sponsored Health Plan)

I have presented evidence of other health coverage from another Insurance Plan, other than Medicare or Medicaid to the City Clerk/Leave Benefit Coordinator or the City Manager's office. I release the City, and the Plan from any claims for Health Care benefits that would be available to me, if I had not waived this coverage. I understand that I may withdraw this waiver only in writing, and only during each year's open enrollment period, or at any time I have had a change in family status, or emergency that in the determination of the City requires a change in my health coverage status. I understand that if I choose health care coverage under the City of Wayland Plan in the future, I may be required to satisfy the insurability, and pre-existing conditions limitations, and I may be subject to a delay in coverage.

I understand that by signing this form and returning it to the City, I am making a binding election of my health care benefits for the next plan year. Questions concerning health care coverage should be directed to the City offices.

Date: _____ Employee Signature: _____

Date: _____ Dependent Signature: _____

Date: _____ Employer Signature: _____

Date: _____ Labor Representative: _____

This agreement amends Section 4.5 of the 2007 Employee Handbook per Council Action April 4, 2011. This Agreement will continue until such time either party amends or changes the Policy currently in place. Plan year begins May 1st.

Additional Documents required upon management approval of Part 1.



Employee waiver form

Reform groups (2-50 eligible employees)

This form is required for all eligible employees who are not enrolling with Priority Health at the time of initial enrollment and/or the group's open enrollment period.

I waive the right to enroll with Priority Health as offered to me by my employer for the following reason (please check one):

- I have other coverage offered by my employer.
- I have other coverage through my spouse or other family member.
- I have other coverage through Medicare or as a retiree from another employer.
- I have individual coverage through another source that is not employer-sponsored or employer-paid.
- I have no other coverage but choose not to enroll in my employer's plan.

I understand that I will not be eligible for coverage through Priority Health until my employer's next open enrollment period unless I qualify for coverage due to a HIPAA qualifying event (such as marriage, birth of a child, adoption or loss of other coverage).

| | |
|-----------------------|-----------------------|
| Employee name printed | |
| Employee signature | |
| Date | |
| Group name number | Priority Health group |

7461J2 3/15

CITY OF WAYLAND
Health Insurance Plan – Part 3

CASH OPTION/WAIVER OF HEALTH CARE COVERAGE

Employee Name: _____

I have been given the opportunity to received health care coverage under the City’s health care program. I understand that by signing this form, and returning it to the City Manager’s office, I am making a binding election to waive health care coverage for this plan year, and to receive a cash payment. On April 4, 2011 at the City Council Meeting, the Council voted to cap the City’s medical insurance opt-out program to 50% of the Priority Health premium for Plan Year 2010-2011.

26 Payments will be added to your pay check during the plan year. No lump sums in advance payments are available. Plan Year begins May 1st

Option 1 - Family Opt Out is 50% of the 2010-11 Priority Health Family premium rate. The Family premium is \$721.12 per month = (\$8,653.44/annually). 50% opt-out rate is \$4,326.72/annually, \$166.42 per pay period. (Based on 26 pay cycles)

Option 2 - Double Opt Out is 50% of the 2010-11 Priority Health Double Employee premium rate. The Double premium is \$576.90 per month = (\$6,922.80/Annually). 50% opt-out rate is \$3,461.49/annually, \$133.13 per pay period. (Based on 26 pay cycles)

Option 3 – Single Opt Out is 50% of the 2010-11 Priority Health Single Employee premium rate. The Single premium is \$262.24 per month = (\$3,146.88/Annually). 50% opt-out rate is \$1,573.44/annually = \$60. 52 per pay period. (Based on 26 pay cycles)

I understand that by signing this form, and returning it to the City, I am making a binding selection of my health care benefits for the next plan year. Questions concerning this benefit should be directed to the City Manager, or City Clerk/Leave Benefit Coordinator.

Date: _____ Employee: _____

Date: _____ Manager: _____

Date: _____ Labor Rep: _____

Approved for Option: _____

Signed copies of this document shall be given to both Payroll Dept. and City Clerk’s office.

Police Officer (Previous Contract)

| | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|----------------|
| Wage | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | State Average: |
| Cents Increased from Previous Step | \$ 21.85 | \$ 22.75 | \$ 23.72 | \$ 24.73 | \$ 25.90 | \$ 27.30 | \$25.71 |
| Percent Increase from Previous Step | \$ 0.90 | \$ 0.97 | \$ 1.01 | \$ 1.17 | \$ 1.40 | \$ 1.40 | |
| Percentage of State Average | 85% | 4% | 4% | 4% | 5% | 5% | 106% |
| | | 88% | 92% | 96% | 101% | 106% | |

Police Officer (July 1, 2021-Wage Scale Realignment)-2.97%

| | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|------------------------------------|
| Wage | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | State Average (Adj. for Inflation) |
| Cents Increased from Previous Step | \$ 22.30 | \$ 23.30 | \$ 24.35 | \$ 25.53 | \$ 26.79 | \$ 28.14 | \$26.33 |
| Percent Increase from Previous Step | \$ 1.00 | \$ 1.05 | \$ 1.18 | \$ 1.26 | \$ 1.35 | \$ 1.35 | |
| Percentage of State Average | 87% | 4% | 4% | 5% | 5% | 5% | 109% |
| | | 91% | 95% | 99% | 104% | 109% | |

Police Officer (July 1, 2022-Base Rate Adjustment of 2.75%)

| | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|------------------------------------|
| Wage | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | State Average (Adj. for Inflation) |
| Cents Increased from Previous Step | \$ 22.91 | \$ 23.94 | \$ 25.02 | \$ 26.20 | \$ 27.46 | \$ 28.81 | \$26.96 |
| Percent Increase from Previous Step | \$ 1.03 | \$ 1.08 | \$ 1.18 | \$ 1.26 | \$ 1.26 | \$ 1.35 | |
| Percentage of State Average | 85% | 4% | 4% | 5% | 5% | 5% | 107% |
| | | 89% | 93% | 97% | 102% | 107% | |

Police Officer (July 1, 2023-Base Rate Adjustment of 2.75%)

| | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|------------------------------------|
| Wage | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | State Average (Adj. for Inflation) |
| Cents Increased from Previous Step | \$ 23.54 | \$ 24.60 | \$ 25.71 | \$ 26.89 | \$ 28.15 | \$ 29.50 | \$27.61 |
| Percent Increase from Previous Step | \$ 1.06 | \$ 1.11 | \$ 1.18 | \$ 1.18 | \$ 1.26 | \$ 1.35 | |
| Percentage of State Average | 85% | 4% | 4% | 5% | 5% | 5% | 107% |
| | | 89% | 93% | 97% | 102% | 107% | |

Police Officer (July 1, 2024-Base Rate Adjustment of 1.25%)

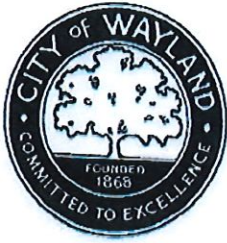
| | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|------------------------------------|
| Wage | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | State Average (Adj. for Inflation) |
| Cents Increased from Previous Step | \$ 23.84 | \$ 24.91 | \$ 26.03 | \$ 27.21 | \$ 28.47 | \$ 29.82 | \$28.27 |
| Percent Increase from Previous Step | \$ 1.07 | \$ 1.12 | \$ 1.18 | \$ 1.18 | \$ 1.26 | \$ 1.35 | |
| Percentage of State Average | 84% | 4% | 5% | 5% | 5% | 5% | 105% |
| | | 88% | 92% | 96% | 101% | 105% | |

Police Officer (July 1, 2025 Base Rate Adjustment of 1.0%)

| | | | | | | | |
|-------------------------------------|----------|----------|----------|----------|----------|----------|------------------------------------|
| Wage | Start | 1 Year | 2 Years | 3 Years | 4 Years | 5 Years | State Average (Adj. for Inflation) |
| Cents Increased from Previous Step | \$ 24.08 | \$ 25.16 | \$ 26.29 | \$ 27.47 | \$ 28.73 | \$ 30.08 | \$28.95 |
| Percent Increase from Previous Step | \$ 1.08 | \$ 1.13 | \$ 1.18 | \$ 1.18 | \$ 1.26 | \$ 1.35 | |
| Percentage of State Average | 83% | 5% | 4% | 4% | 5% | 5% | 104% |
| | | 87% | 91% | 95% | 99% | 104% | |

Assumes Average wage is adjusted by average annual inflation from 1989-Present (2.4%)

| | |
|----------------|--------|
| Increase rates | |
| Starting | 10.19% |
| Mid Level | 11.09% |
| Top Level | 10.19% |



**CITY OF WAYLAND
OFFICE OF THE CITY MANAGER**

DATE: July 1, 2021
TO: Union Stewards for Police, Supervisory, and Non-Supervisory Units
FROM: Joshua M. Eggleston, City Manager
SUBJECT: Longevity Pay Conversion

As has been discussed in each of the negotiating sessions we have agreed to a change in Article 21 which refers to longevity pay. The hope is that by making it slightly more generous the City will be able to continue to attract and retain good employees for the next several years. The change will see payments take place at 3-year increments instead of the current 5-year increments. As this was reviewed it was determined that each employee had a different situation with regard to where they were at in years of service and a fair and equitable transition was needed. Attached is a description on how each employee will be "made whole" with regard to transitioning to the new longevity pay schedule. The City utilized a 5-year look back period and will over the next year or two bring people even to what they would have received under the new schedule.



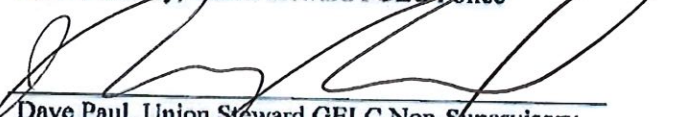
Joshua M. Eggleston, City Manager



Tom Newberry, Union Steward POLC Police



Cole Lutz, Union Steward GELC Supervisory



Dave Paul, Union Steward GELC Non-Supervisory




LeAnn Clausen, City Clerk



Dave Thomas, POLC Labor Representative

City Employee Longevity Pay Transition Plan

| ADMINISTRATION | | | |
|-----------------------|------------------|---------------------------|--|
| | <u>Hire Date</u> | <u>Years</u> (rounded) | |
| Clausen, Lee Ann | 9/14/2020 | 1 | Paid at year 3 |
| Eggleston, Joshua | 2/5/2018 | 3 | Paid \$300 at execution, paid \$600 at year 6 |
| Engel, Kristin | 1/1/2016 | 5 | Paid \$500 Year 5, \$400 year 6, \$900 year 9 |
| Parrish, Cheri | 2/11/2013 | 8 | Paid \$500 year 5, \$400 at execution, \$900 year 9 |
| Sanchez-Bates, Olga | 9/24/2019 | 2 | Paid \$300 at year 3, \$600 year 6, etc. |
| DPW | | | |
| Bachelder, Benjamin | 8/1/1996 | 25 | Paid \$2500 year 25, \$2700 year, \$3000 year 30, etc etc |
| Gulch, Stanley | 6/4/1981 | 40 | Paid \$4000 year 40, \$4200 year 42, \$4500 year 45, etc. |
| Huggett, Jason | 2/15/2016 | 5 | Paid \$500 year 5, \$400 year 6, \$900 year 9 |
| Lafontaine, Todd | 1/24/2017 | 4 | Paid \$300 at execution, paid \$600 at year 6 |
| Lutz, Coleman | 11/11/2002 | 19 | Paid \$1800 at execution, \$2100 at year 21, etc. |
| Mathis, James | 10/11/2011 | 10 | Paid \$1,000 year 10, paid \$1200 year 12, Paid \$1500 year 15, etc. |
| Paul, David | 5/22/2017 | 4 | Paid \$300 at execution, paid \$600 at year 6 |
| Reurink, Thomas | 9/11/2006 | 15 | Paid \$1700 year 15, paid \$1800 year 18, etc. |
| Smith, James | 6/1/2015 | 6 | Paid \$600 year 6, Paid \$900 year 9, etc, etc |
| POLICE | | | |
| Cadahia, Jordan | 11/6/2017 | 4 | Paid \$300 at execution, paid \$600 at year 6 |
| Garnsey, Mark | 4/8/2019 | 2 | Paid \$300 year 3, \$600 year 6 etc. |
| Jenkins, Joyce | 1/22/2019 | 2 | Paid \$300 year 3, \$600 year 6 etc. |
| Newberry, Thomas | 3/28/2003 | 18 | Paid \$1800 at execution, paid \$2100 year 21, etc. |
| Riemersma, Markj | 9/30/2011 | 10 | Paid \$1,000 year 10, paid \$1200 year 12, Paid \$1500 year 15, etc. |
| Schaefer, Jonathan | 10/24/2016 | 5 | Paid \$500 year 5, \$400 year 6, \$900 year 9 |

7/A 9/17/18  J.E.

MEMBERSHIP APPLICATION AND DUES CHECK OFF

GOVERNMENTAL EMPLOYEES LABOR COUNCIL
CITY OF WAYLAND SUPERVISORY UNIT
WAYLAND MICHIGAN

I hereby agree to become a member of the Governmental Employees Labor Council (GELC), with all corresponding rights and responsibilities as laid out in the GELC Constitution and By-Laws. I understand that I may resign my membership in the GELC at any time by providing to GELC's Director written notice of my resignation. Such resignation will be effective immediately upon receipt by GELC of my written notification.

Furthermore, I hereby voluntarily request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of \$ _____ per month. I further authorize any increase in this deduction which is approved by the GELC or the local bargaining unit. If any additional deductions are to be made, it must be approved by the office of the GELC. The amount deducted for the labor fee shall be remitted on or before the 10th of each month to the Governmental Employees Labor Council, 667 E. Big Beaver, Suite 205, Troy, Michigan 48083.

Please Print:

Last Name: _____ First Name: _____ Middle Initial: _____

Street Address: _____

City: _____ State: _____ Zip: _____

E-Mail: _____

Social Security No: _____

Name of Employer: _____

Job Title/Classification: _____

Date deduction is to begin (month / year): _____

Employee Signature: _____ Date: _____