

# **LABOR AGREEMENT**

**between**

**CHARTER TOWNSHIP OF BLOOMFIELD**

**and**

**Government Employees Labor Council,  
BLOOMFIELD TOWNSHIP  
Department Heads and Deputy Department Heads**

**January 1, 2026**

**through**

**December 31, 2028**

Agreement between the Charter Township of Bloomfield and the  
Government Employees Labor Council, Bloomfield Township Department Heads and  
Deputy Department Heads  
January 1, 2026 to December 31, 2028  
Signature Copy: 1/27/2026

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## **AGREEMENT**

This Agreement is made January 1, 2026, between the **Charter Township of Bloomfield** (hereinafter referred to as the “Township” or “Employer”) and the **Government Employees Labor Council Bloomfield Township Department Heads and Deputy Department Heads**, (hereinafter referred to as the “Union”).

Statements in this Collective Bargaining Agreement which utilize pronouns that indicate either the male or female gender are not meant to apply to one sex rather than the other but are meant to apply to both sexes equally.

This Agreement (including the documents referred to herein) constitutes the entire agreement among the Parties and to the extent that it is inconsistent with any other instrument or understanding among the parties, shall supersede any prior understandings, agreements, or representations by or among the Parties, written or oral, to the extent they related in any way to the subject matter hereof.

## **PURPOSE AND INTENT**

The general purposes underlying this Agreement are to set forth the terms and conditions of employment and to promote orderly relations for the mutual interest of the Township, the employees, and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Township’s success in establishing proper service to the public. To this end, the Township, the employees, and the Union encourage to the fullest degree friendly and cooperative relationships between them.

The parties also recognize that they have a common responsibility beyond their collective bargaining relationship and that the Township has obligations to citizens and taxpayers to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted services to the public.

### **I. RECOGNITION**

The Township recognizes the Union as the exclusive bargaining representative for all Department Heads and Deputy Department Heads in the following classifications: Assessor, Cable and Community Relations Director, Deputy Assessor, Deputy Director of PBO, Deputy Director of Senior Services, Deputy Finance Director, Deputy Director of EESD, Director of EESD, Director of PBO, Director of Public Works, IT Director, Public Works Manager, Director of Senior Services, and Superintendent of Public Works. Excluding Police Chief, Fire Chief, Deputy Chief of Police, Assistant Fire Chief, Deputy Treasurer, Deputy Clerk, Assistant Deputy Treasurer, Assistant Deputy Clerk, Finance Director and all others.

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## **II. DUES DEDUCTION**

To the extent state and federal law permits, it is agreed that:

1. Bargaining unit employees are not required to become a member of the Union or pay Union dues, and the current or future employment of bargaining unit employees is not contingent upon membership in the Union or the payment of union dues or fees.
2. The Employer agrees to make Union payroll deductions twice each month from the pay of the employees who have authorized that such deductions be made as set forth in Subsections 3 and 4.
3. If an employee wishes to become a member of the Union after June 27, 2018, the employee must sign the Union's Application for Union Membership and Authorized Dues Deduction Card, and shall do so with the understanding that the dues authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is the lesser, unless the employee gives written notice to the Employer and the Union at least sixty (60) days, but not more than ninety (90) days before any periodic renewal date of this authorization and assignment of the employee's desire to revoke same. Such authorization and assignment is voluntary and not conditioned upon present or future membership in the Union. The Union shall be responsible for obtaining signed Applications for Union Membership and Dues Deduction Cards and remitting these to the Employer.
4. The Employer shall deduct dues from the first paycheck following receipt of the employee's Application for Union Membership and Dues Deduction Card. The Employer shall not make any Union payroll deductions from any employee without written authorization from the employee. In the case of an employee who becomes a member after June 27, 2018, written authorization must be in the form of a signed and completed Application for Union Membership and Authorized Dues Deduction Card, as well as any additional written authorization as the Employer may require. In the event the terms of the Employer's written authorization conflicts with the terms of the Union's Card, the terms of the Card shall be controlling. The Employer shall be responsible for obtaining its own signed written authorization, if it requires one.
5. Employees may resign their Union membership at any time by notifying the Union, but may still be responsible for payroll deductions as set forth in Subsection 3. Such employees will pay the same dues as other members of the bargaining unit.

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6. Deductions for any calendar month shall be remitted to the Union. In the event that a refund is due to any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
7. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay period in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.
8. If there is an increase or decrease in Union payroll deductions, as determined and established by the Union, such changes shall become effective upon the second pay period following notice from the Union to the Employer of the new amount(s).
9. The Union shall not collect service fees from bargaining unit members.

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### **III. REPRESENTATION**

- A. The Union shall inform the Township, in writing, as to who has been appointed or elected as Union President or any other union officers, for the bargaining unit.
- B. The Union shall be allowed to hold its meetings at the Township Offices during non-work hours, provided permission is granted in advance from the Township Supervisor or his designee. Such permission will not be unreasonably denied.
- C. For collective bargaining purposes, up to two (2) employees in the bargaining unit may meet in sessions with the Township. If such sessions are held during regular work hours, the employees will not lose time or pay. However, under no circumstances should overtime or any premium pay be paid to bargaining team members.
- D. The Union shall be provided with a suitable bulletin board at the Township Hall, DPS Building, Cable Building and Senior Center, for the posting of Union notices and other materials. All posted notices and other materials are the sole responsibility of the Union. The Township maintains the right to remove inappropriate material.
- E. Investigation of grievances may be performed during working hours provided that approval has been granted by the Township Supervisor or his designee. All other Union time, including but not limited to time spent in preparation for negotiations, shall occur outside of employees' work schedules, without pay or other benefits.

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#### **IV. GRIEVANCE - ARBITRATION PROCEDURE**

A. Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

1. Step I - Verbal

The Union President or his designee having a grievance on behalf of an employee shall first take up the matter verbally with the immediate supervisor.

2. Step II – Written

If the verbal grievance cannot be satisfactorily adjusted between the Union President or his designee and involved immediate supervisor, and no later than fourteen (14) calendar days after the facts occurred which gave rise to the grievance or fourteen (14) calendar days after the employee knew or should have known of the facts giving rise to the grievance, the grievance shall be reduced to writing, on forms provided by the Union, and presented by the Union President or his designee to the Township Supervisor or his designee. Within fourteen (14) calendar days thereafter, the Township Supervisor or his designee shall furnish to the Union President or his designee the written answer to the grievance. Should the Township Supervisor fail to furnish a written answer within the fourteen (14) calendar days, the grievance shall proceed to the next Step.

3. Step III – Arbitration

If the grievance cannot be satisfactorily adjusted in Step 2, within twenty-one (21) calendar days after receipt of the answer of the Township Supervisor or his designated representative, or within twenty-one (21) calendar days of the date on which the answer should have been furnished, the Union by the Union President or his designated representative, may file a written request to proceed to arbitration. No employee shall have the right to request arbitration, but the same shall be limited to the parties. The parties shall attempt to mutually select an arbitrator to hear the grievance. If the parties are unable to mutually agree to an arbitrator, within 30 calendar days thereafter the Union shall file a written demand for arbitration with the Michigan Employment Relations Commission (“MERC”), and an arbitrator will be selected pursuant to MERC rules.

Upon acceptance of the appointment by the arbitrator, he shall, after hearings consistent with fair play and the law, render his award which shall be final and binding upon the parties. Each party shall bear its own

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expenses in connection with the arbitration; however, the expense of the arbitrator shall be borne equally by both parties. Where one party arranges for the transcription of the arbitration hearing by a court reporter, and the other party orders a copy of the record made, the parties shall share the costs of the record. The arbitrator shall not, in any way, provide the other party with the original or a copy of the transcript unless the party shares equally in the total costs of obtaining the transcript and a copy thereof.

The arbitrator shall have no power to alter, modify or amend any provisions of this Agreement. The arbitrator shall be bound by the express provisions of this Agreement. Nor shall the arbitrator have the authority to set any wage rates.

**B. General Rules**

Individuals cannot bring a grievance on their own. The Union must sanction and be a signatory on all grievances, and shall not be required to process grievances if the Union believes the grievance lacks merit.

No grievance shall be considered if not filed or processed within the time limits set forth in this Article and any grievance not appealed from a decision in one of the Steps of the grievance procedure to the next step shall be considered dropped and the last answer shall be final and binding.

Should the Township fail to respond to a grievance in accordance with the time limits contained in the Grievance Procedure, the grievance shall automatically be moved to the next Step of the Grievance Procedure.

The Township may file a grievance under the foregoing grievance procedure. Any Employer grievance shall start at Step 3 and shall be filed within twenty-one (21) calendar days after the facts occurred which gave rise to the grievance or within twenty-one (21) calendar days of when the Township Supervisor knew of the facts giving rise to the grievance. The grievance shall be filed with any Union officer or placed in the mailbox of the Union President, and the Township will advise delivery to the Union President.

1. The Union or the Township may request, and mutually agree in writing, to a time period extension of any step of the grievance procedure.
2. Any grievance concerning discipline, suspension, discharge or demotion shall be subject to the procedures and time limits set forth in this Article.

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**V. SPECIAL CONFERENCES**

Special conferences will be held when mutually agreed between the Union and the Township to discuss specific topics of common concern. The topics to be discussed at a special conference will be disclosed at the time the conference is requested, and the conferences will be limited to those topics. Union representative(s) will receive normal rate of pay if a conference is held during their regularly scheduled work hours. No overtime or premium pay shall be paid.

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## **VI. MANAGEMENT RIGHTS**

The Township, on its behalf and on behalf of its electors, and customers, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Township Charter, ordinances, and the laws and the Constitutions of the State of Michigan and of the United States. It is to be clear that all appointed, salaried Department Heads and Deputy Department Heads work as at will employees and may be terminated at any time with or without cause. It is expressly agreed that all rights which are clearly and expressly relinquished herein, shall continue to vest exclusively in and be exercised exclusively by the Township without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequences of such action during the term of this Agreement.

Except only as restricted by the express terms of this Agreement, the Township retains the sole and exclusive right to manage the affairs of its business and to direct its working forces, including but not limited to, the right to determine: establishing and amending reasonable rules and regulations, standard operating procedures, job descriptions and policies; the means, method, and manner of providing services; the number, size, and location of any buildings, facilities, equipment, divisions or parts thereof, and the extent to which they shall be operated, relocated or shut down; the selection of equipment to be acquired and utilized; the work to be handled and whether to outsource any work; the number of employees, determination of the size of the workforce, and to increase or decrease its size; to establish, change, and enforce quality standards; to maintain order and efficiency in its operations; to determine work schedules, shifts and the number of hours and to transfer or promote employees between classifications and shifts; to select employees for promotion; to transfer employee to other positions and to determine the qualifications and competency of employees to perform available work; to establish, change, and enforce reasonable safety and security rules and rules of conduct; to hire, select, train, assign, and lay off employees; and to suspend, discharge or otherwise discipline or demote employees. This shall include the reasonable use of the Bloomfield Township Policy Handbook and the Departmental Rules and Regulations/Standard Operating Procedures/Administrative Memos/Job Descriptions. The failure of the Township to exercise any rights, functions, powers and authority retained by it, or the exercise of any right, function, power or authority in a particular way, shall not be deemed a waiver of such, nor shall it preclude the Township from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees the only limitation on the Township's rights are those expressly set forth in this Agreement or those set forth in State and Federal Laws. Notwithstanding the above, any time there is a material change to an employee's duties, role, or responsibilities, the Employer, Union, and employee shall meet and confer prior to the implementation of any such changes.

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## **VII. SENIORITY**

- A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous service with Township from his/her last date of hire. Seniority for employees hired on the same date shall be determined by alphabetical order of last name. Continuous service is defined as that time actually spent on the active payroll, plus leaves of absence.
- B. An employee's seniority and employment shall terminate if he/she:
  - 1. quits, resigns or retires;
  - 2. is discharged and not reinstated through the grievance process;
  - 3. is laid off for a period of one (1) year;

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## **VIII. VACATION**

Vacation is an absence from work for which the employee is paid just as if they were at work. Vacation is used at the discretion of their Department Head or Township Supervisor, as applicable, and is not to be unreasonably denied. Of necessity, the welfare and convenience of the Township and the continuation of the services the Department renders must be the foremost consideration in allowing use of vacation.

### **A. Amount of Vacation**

Employees earn vacation according to the following schedule:

<u>Years of Service</u>	<u>Accrual per Pay Period</u>
Start	36 hours
0 – 2	5.77 hours bi-weekly
3 – 15	7.70 hours bi-weekly
16 - 20	8.66 hours bi-weekly
21 and over	9.24 hours bi-weekly

1. The maximum accumulation of vacation hours for Department Heads is 600 hours and 400 hours for all other classifications.
2. Any employee who received an exception to this schedule, prior to the signing of this Agreement shall have that exception grandfathered in. It cannot be taken away, reversed, or be forced to go backwards to a lower level.
3. Employees shall only accumulate vacation hours while receiving a paycheck directly from the Township. Checks from an insurance company or benefit carrier do not qualify.

### **B. Use of Vacation**

This provision shall apply to all other sections of this plan. Vacation may not be used before it is credited. Vacation may be used any time after it is credited to an employee. Vacation may be used by Department Heads in accordance with the Department needs. Deputy Department Heads shall obtain permission for the use of vacation from the Head of the Department.

Vacation may not be used to extend employment with Bloomfield Township.

### **C. Payment for Vacation Used**

Payment for vacation time used by an employee will be processed as a normal payroll payment. All such payments shall be subject to normal payroll

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deductions. No advance payment for vacation will be made. Upon retirement from the Township, an employee will be paid all accrued vacation time. No employee will be permitted to work and draw pay for vacation at the same time.

**D. Effect of Bereavement Leave, Sick Leave and Paid Holidays on Vacation**

If an employee has reason to use bereavement leave during a period of vacation usage, such time may be considered as bereavement leave instead of being deducted from the employee's vacation time.

If an employee has reason to use sick leave during a period of vacation usage, such time may be deducted from the employee's sick leave accumulation instead of being deducted from vacation.

Holidays (including floating holidays), as defined within this Agreement, which are counted as days off with pay by the Township, shall not be deducted from an employee's vacation when they fall during a period of vacation usage.

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## **IX. SICK LEAVE DAYS**

### **A. General Requirements**

1. Each eligible full-time Township employee earns sick leave at the rate of four (4) hours every biweekly pay period.
2. Employees must notify the HR & Benefits Administrator of any sick leave that occurs for a period of more than three (3) successive workdays.
3. Sick leave may not be used before it is earned. Vacation leave may be substituted for sick leave.
4. Sick leave can be used only for the following purposes:
  - a. Acute personal illness or incapacity over which the employee has no reasonable control.
  - b. Absence from work because of exposure to contagious disease, which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
  - c. Medical and dental examinations or treatment.
  - d. As provided by the Family and Medical Leave Article of this contract, the care of the employees' ill minor dependent children, spouse, parents or guardians.
  - e. Thirty (30) hours of sick leave may be used each year as personal time.
5. Where requested, an employee shall promptly complete any Family or Medical Leave Act forms or documents.
6. Sick leave may not be used to extend employment with Bloomfield Township.
7. All of the above requirements are subject to applicable law.

### **B. Payment for Sick Leave Used**

1. Payment for sick leave used by an employee will be processed as normal bi-weekly pay and shall be subject to normal payroll deductions.

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- a. Upon approval of sick leave, the next regular payroll request shall indicate the amount of time to be charged against the employee's accumulated sick leave.
- b. Payments will be charged against the employee's accumulated sick leave until a balance of forty (40) hours remains. Payments will next be charged against the employee's accumulated vacation until a balance of forty (40) hours remains. At this time all payments from the Township shall cease.
- c. An employee who has used the required amount of their accumulated sick and vacation leave may be eligible for disability payments from the Township Disability Plan or insurance carrier. (See Article XXI – Disability Benefits) It shall be the responsibility of the employee to apply for disability payments.

**C. Payment for Unused Accumulated Sick leave**

1. Payment while still a Township employee (based on a regular work week):
  - a. The number of unused Sick Bank hours for each permanent full-time employee will be recorded as of the last pay in November of each year. Any employee having more than 800 hours shall have the following options:
    1. Any employee who has accumulated 1,200 or more hours of sick leave will receive 60% pay for a minimum of 200 hours of the accumulated sick leave. At the option of the employee, additional hours of sick leave may be cashed in down to the 800-hour sick leave base level.
    2. Employees with more than 1,000 but less than 1,200 hours of accumulated sick leave have the option of receiving 60% pay for their hours in excess of the 800-hour base level. If an employee chooses this option, cash-in of a minimum of 200 hours is required.
    3. Employees with less than 1,000 hours of accumulated sick leave have the option of receiving 60% pay for some or all of their hours over the 800-base level.
  - b. The annual cash payment will be made at the rate of pay the employee is earning as of the last paycheck in November. The

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employee does have the option to place the proceeds into the deferred compensation plan.

- c. Those employees electing to keep their sick leave hours in excess of 800 in their bank will again have the option to cash them in at the same recording time each succeeding year.
- 2. Payment when separating from Township employment to become a retired member in one of the Township Employee's Retirement Plans or terminated without cause.
  - a. The employee shall receive 60% pay for all of their unused accumulated sick leave. Payment shall be made at the rate the employee is earning at the time of separation.
- 3. Payment when separating employment because of death or permanent disability.
  - a. The employee shall receive 60% pay for all of their accumulated sick leave. Payment shall be made at the rate the employee is earning at the time of separation.
- 4. Payment when resigning, terminated with cause, or for any other reason.
  - a. The employee shall receive 60% pay for their unused accumulated sick leave in excess of 600 hours. Payment shall be made at the rate the employee is earning at the time of separation.

**D. Effect of Sick Leave on Vacation and Sick leave**

Employees on sick leave with pay (i.e., receiving a paycheck directly from the Township) shall continue to accumulate vacation and sick leave just as if they were on the job. Once an employee ceases to receive paychecks directly from the Township, their sick leave and vacation accrual shall stop.

If an employee has reason to use sick leave during a period of vacation usage, and if such sick leave is used to cover an illness of the employee such time may be deducted from the employee's sick leave accumulation, instead of from their vacation accumulation.

Legal holidays which are counted as days off with pay by the Township, shall not be deducted from an employee's sick leave accumulation when they fall during a period of sick leave usage.

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**E. Effect of Leaves of Absence without Pay on Sick Leave**

Employees shall not accumulate or use sick leave while on Leaves of Absence without pay.

**F. Effect of Re-Employment on Sick Leave**

Former employees, who return to Township service, must start their accumulation of sick leave as new employees.

Employees who leave the Township service to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Township have available any unused sick leave previously earned, less any sick leave for which they have been paid, provided that such re-employment is requested and obtained in accordance with governing United States statutes.

**G. Effect of Bereavement Leave on Sick Leave**

Employees who are given permission to use bereavement leave during a period of approved sick leave usage shall not have the time spent on bereavement leave deducted from their sick leave accumulation.

**H. Effect of Sick Leave on Employment**

The intent of sick leave is to provide the employee with income protection during periods of illness or disability. In the event an employee must make extended use of sick leave, such use cannot be considered a guarantee of employment, subject to any rights (if any) under the Family Medical Leave Act. In order to maintain the continuity of Township operations, the Township must retain the following rights:

- a. After an employee uses all accumulated sick leave and vacation time, but no sooner than one hundred and eighty (180) days after commencement of illness or injury, the Township shall have the right to separate the employee from Township service.
- b. If an employee has not been separated under Section a) above and is unable to return to work within one year of the date of commencement of the illness or disability, they will be considered permanently disabled and separated from Township

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Service. Separation is subject to the review of the Township Supervisor.

1. A written notice of termination, and date of termination, shall be signed by the Township Supervisor and delivered or sent to the employee.
2. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
3. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
4. All employee and dependent insurance coverage shall cease on the date of termination subject to any rights under COBRA.
5. If an employee in these circumstances is eligible for early or normal retirement, they may have other options available and should contact the Accounting Department.

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## **X. FAMILY AND MEDICAL LEAVE**

### **A. General Policy**

Notwithstanding any other policy, any eligible employee is entitled to 12 weeks of unpaid leave to attend to a variety of medical and parental responsibilities allowed under the Federal Family and Medical Leave Act.

**Eligible Employee:** In order to be eligible for family or medical leave, an employee must meet three requirements:

1. Has been employed by the Township for at least 12 months;
2. Has been employed for at least 1,250 hours during the previous 12-month period immediately preceding the commencement of the leave;
3. Is employed at a location where there are at least 50 employees within 75 miles.

### **B. Available Leaves**

Each eligible employee is entitled to a total of 12 weeks of unpaid leave calculated using a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave for one or more of the following reasons:

1. For birth of a child and/or for the purpose of caring for the newborn child. The right to leave on this basis expires at the end of the 12-month period after such birth and must be concluded within this one-year period;
2. For placement of a child with an employee for adoption or foster care. The right to leave on this basis expires at the end of the 12-month period after such placement and must be concluded within this one-year period;
3. To care for the employee’s spouse, child or parent if such person has a serious health condition, illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or which requires continuing treatment by a health care provider. Intermittent leave or a reduced leave schedule will be permitted in place of 12 straight weeks where medically necessary; or
4. Because of the employee’s own serious health condition, illness, injury, impairment or physical or mental condition that involves in-patient care in a hospital, hospice or residential medical care facility or which

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requires continuing treatment by a health care provider that renders the employee unable to perform the functions of their position. Intermittent leave or a reduced leave schedule will be permitted when medically necessary. If the treatment is foreseeable, the employee is required to make a reasonable effort to schedule treatment so as not to disrupt Township operations any more than necessary.

5. For qualifying exigency arising out of the fact that the employee's spouse; son; daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation. An eligible spouse, child or parent of a service member is entitled to a maximum of twelve (12) week leave. This qualifying exigency leave does not apply to family members of the Regular Armed Forces.
6. If the employee is the spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness the employee is entitled to a combined maximum of 26 weeks military caregiver leave during a 12-month period. A covered service member is a member of the Armed Forces including members of the National Guard or Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, on the temporary disability retired list for a serious injury or illness, or a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

For the purposes of this Policy, a parent means a biological parent of an employee or an individual who stands or stood in the place of a parent to an employee when the employee was a child. A child means a biological, adopted or foster child, a step-child, a legal ward, or a child of a person standing in *loco parentis*, who is under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability.

If a situation should occur where a husband and a wife, who are both employed by the Township, are entitled to leave under this policy, each are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for foster care or adoption, or to care for a parent who has a serious health condition to a combined total of twelve workweeks arising under subsection A, B and C (or a combined total of 26 workweeks if leave to care for a covered service member with a serious injury or illness is also used

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in subsection F). Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

**Intermittent Leave:** An intermittent or reduced leave schedule may be taken under certain circumstances. Where the leave is taken because of a birth or placement of a child for adoption or foster care, an employee may take an intermittent or reduced leave schedule only if agreed to by the Township. Where the leave is taken for an employee's own serious health condition or to take care of a sick family member, leave may be taken intermittently or on a reduced leave schedule when medically necessary.

**C. Use of Paid Leave**

Family and Medical Leave is unpaid except that any employee using leave pursuant to this policy must apply all available vacation leave, sick days or other available paid leave toward this 12-week period prior to using unpaid leave, except that the employee may retain forty (40) hours of accrued vacation time and forty (40) hours of accrued sick time. Some employees may be eligible for short term disability insurance or workers' compensation benefits (see Article XXI – Disability Benefits).

**D. Notice of Leave and Verification of Medical Reason**

All employees must give the Township notice of upcoming leave requirements 30 days prior to the date leave is to begin, if possible, and if it is not possible to give such notice, as soon as practicable.

An application for leave based on the serious health condition of the employee or the employee's spouse, child or parent must also be accompanied by a "Medical Certification Statement" completed by a health care provider. The certification must state the date on which the health condition commenced, the probable duration of the condition, and the appropriate medical facts regarding the condition.

If the employee is needed to care for a spouse, child or parent, the certification must so state, along with an estimate of the amount of time the employee will be needed. If the employee has a serious health condition, the certification must state that the employee cannot perform the functions of their job.

The Township retains the right to request, at its expense, a second opinion by a physician to be designated by the Township. If the first and second opinions conflict, then the Township and the employee shall designate a third physician whose opinion shall be binding. If the employee refuses to take part in the

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selection process of the third independent physician, the Township selection shall be deemed controlling.

During the leave, employees may be required to provide the Township with subsequent certification every 30 days. The Township shall have the right to request such certification in its sole discretion.

Failure of an employee to provide certification as to the reasons for the leave will result in a denial of the leave. If the employee has already begun the leave, they will be expected to return to work immediately upon the Township informing the employee of their failure to provide acceptable certification. Failure to return to work will result in the termination of the employee's employment. Further, any time away from work which is not authorized by a proper medical certification will be treated as unexcused absences and will subject the employee to all discipline authorized by the Township's attendance policy and/or work rules.

**E. Return from Leave**

Upon return from any leave covered by this policy, the employee will be restored to the position held by them prior to the leave or to a position equivalent in benefits, pay and other conditions and terms of employment. An employee making use of this policy will not lose any employment benefits which have accrued prior to the leave. However, no seniority, sick time, benefit time, vacation time, holidays, personal time or bonus days will accrue during the period of time covered by the leave, except when the employee is using sick leave, leave for work connected injury or illness, or vacation time and in these instances the accrued provisions of those policies shall control.

The Township requires that a Fitness for Duty Statement be provided by the employee's doctor before the employee may return to work.

**F. Health Care Benefits**

An employee's health care benefits will be continued by the Township for the entire period of the leave. If the employee fails to return from a leave, the employee will be required to reimburse the Township for the monies expended incident to the purchase of those health care benefits unless the employee does not return because of a continuation, recurrence, or onset of a serious health condition which would entitle the employee to a leave or other circumstances beyond the control of the employee. A medical certification may be required for this exemption to apply and the certificate must be returned in 30 days.

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**G. Exemption for Highly Paid Key Employees**

The Township may deny restoration to a former position to highly compensated employees where the denial is necessary to prevent substantial and grievous economic injury to the Township's operations. Highly compensated employees are those employees who are among the highest paid 10 percent of the Township's employees. The Township will notify such employee of its intent to deny reinstatement on this basis as soon as the Township determines that such injury would occur. If the leave has already begun when such notice is given, and the employee elects not to return to work immediately, the employee gives up all rights to restoration. Whether an employee can be considered a "Key Employee" under the Act shall be controlled and determined by the Act, specifically 29 CFR § 825.216, et. al.

**H. Relationship to the Family and Medical Leave Act of 1993:**

This article has been developed to comply with the requirements of the Family and Medical Leave Act of 1993. Should this article conflict with the Act, the Act shall be deemed controlling. The Township also retains all rights under the Act and regulations even though they may not be incorporated into this article.

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## **XI. BEREAVEMENT LEAVE**

### **A. Definition of Bereavement Leave**

Bereavement Leave is an absence from work, for not more than three consecutive working days, for which the employee is paid just as if they were at work, because the reason for the absence is the death of a member of their immediate family or household as described below:

The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature):

- Spouse	- Spouse's Grandparent
- Child	- Brother-in-Law
- Parent	- Sister-in-Law
- Guardian	- Son-in-Law
- Grandparent	- Daughter-in-Law
- Brother	- Member of the employee's
- Sister	household and residing in their
- Grandchild	residence at the time of death
- Spouse's Parent	

The Township may require verification of the death and the family relationship to the employee.

Permission to use bereavement leave must be secured before the leave is used. Additional time off without pay may be granted by the Township in extenuating circumstances or use of sick leave time may be granted in the Township's discretion.

### **B. Effect of Bereavement Leave on Sick Leave and Annual Leave Accumulations**

Time taken off with pay as bereavement leave shall not be deducted from either the employee's vacation time accumulation or sick leave accumulation.

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## **XII. HOLIDAYS**

**A. For Employees working Monday-Thursday 10 hours per day:**

The Township provides employees with seven (7) paid holidays per year on which the Township will be closed for business:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Eve  
Christmas Day

Employees shall be paid 10 hours holiday pay for each of the seven (7) holidays above, on which the Township will be closed. If one of these holidays falls on a Friday, Saturday or Sunday, the Township will designate an alternative day, Monday or Thursday, on which the holiday will be observed.

The Township will provide employees 40 hours of Floating Holidays each year.

**B. For Employees working Monday-Friday 8 hours per day:**

The Township provides employees with eight (8) paid holidays per year on which the Township will be closed for business:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Eve  
Christmas Day

Employees shall be paid 8 hours holiday pay for each of the eight (8) holidays above, on which the Township will be closed. If one of these holidays falls on a Saturday or Sunday, the Township will designate an alternative day, Monday or Friday, on which the holiday will be observed.

The Township will provide employees 46 hours of Floating Holidays each year.

**C. For all Employees:**

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Floating holiday hours will be prorated for the calendar year of hire. Floating holiday hours can only be used as paid time off by the employee during the calendar year in which they are provided. Floating holiday hours cannot be used to receive additional pay in lump sum. Should the floating holiday hours not be used by the employee before the end of the calendar year, they will be forfeited. Holiday pay is paid at the same straight time hourly rate as the employee is paid for the hours in the week in which the holiday is observed.

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### **XIII. JURY DUTY AND COURT APPEARANCE**

- A. An employee called for jury duty will continue to receive their regular hourly rate for all hours in jury service, provided that the employee remits the jury service fee to the Township. Employees shall notify the Township of any notice of jury duty.
- B. If an employee is subpoenaed to appear in court due to events that occurred while on duty or for job-related matters, and the court date is not during the scheduled working hours of such employee, the employee shall be compensated for all time worked. The employee shall provide the Township with a copy of the subpoena and subpoena fee as soon as possible after receipt of same. The employee shall endorse any check or subpoena fee to the Township. This Article shall be inapplicable to any claim brought by an employee/Union against the Township.

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## **XIV. WORK CONNECTED INJURY OR ILLNESS**

### **A. Reporting and Treatment**

Employees shall report all injuries or illnesses arising from their employment to their Department Head immediately, who in turn shall report all such injuries or illnesses to the Accounting Department immediately, on designated forms. If a Department Head is injured or becomes ill from their employment, he or she shall report such injury or illness to the Accounting Department immediately.

It is within the legitimate authority of a Department Head to order an employee involved in an on-the-job injury to receive immediate professional medical attention and refusal on any grounds other than religious shall be deemed insubordination. The Township may also require that the employee be examined by a doctor selected and paid for by the Township.

### **B. Payment of Medical Bills**

If the injury or illness is deemed compensable by the Township's Compensation Insurance Company, subject to approval by the Michigan Workers' Compensation Commission, the workers' compensation carrier or plan will pay the related medical bills. If an employee receives medical bills resulting from the case, they should be sent to the Accounting Department.

### **C. Payment for Time Off**

If the injury or illness is deemed compensable, the employee shall be paid directly by the Township in the following manner:

1. An employee off work due to an injury or illness deemed compensable by the Workers' Compensation Commission shall be paid by the Township their regular normal salary at the time injured. Payment of the regular normal salary shall continue until the employee returns to work or has been paid a total of twenty-six (26) weeks normal salary (minus applicable tax withholding), whichever occurs first. Payment will be subject to the following conditions:
  - a. All normal payroll deductions will be made from each payment issued by the Township.
  - b. Any payments received by the employee from the insurance company shall be endorsed to, and returned to, the Township. When notification is received by the Township that the employee has received a payment from the insurance company,

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and if such payment has not been returned to the Township, the amount of payment shall be deducted from the employee's next Township paycheck. Deductions will continue until all insurance payments are recovered by the Township. An employee shall execute any and all necessary documentation to allow the deduction. Refusal to cooperate may result in forfeiture of this benefit or other action.

- c. No deductions shall be made from the employee's sick leave or vacation accumulations to cover payments from the Township.
- 2. An employee unable to return to work within the twenty-six (26) week period described in Section 1 shall no longer receive regular normal salary payments from the Township, nor shall their accrual for vacation, sick leave or other benefits continue. However, the employee may be eligible to receive (66.667%) of normal salary from the following sources:
  - a. Workers' Compensation Insurance - payments made by the Insurance Company under the provisions of the Workers' Compensation Act, shall remain with the employee.
  - b. Social Security - after an employee is disabled for six months (twenty-six weeks) they may be eligible for Social Security benefits. Application for benefits must be made at a Social Security Administration Office by the employee.
  - c. If payments from Workers' Compensation Insurance and the Social Security Administration do not total (66.667%) of the employee's regular normal salary, the employee should apply to the Township's long term disability benefit provider for long term disability payments. Payments from this long-term disability benefit provider will be (66.667%) of regular normal salary less any amounts received from Workers' Compensation Insurance and Social Security.

**D. Termination of Employment While Disabled from Work-Related Injury**

An employee unable to return to work within fifty-two (52) weeks of injury, shall be deemed to be permanently disabled and shall be terminated from Township employment subject to the review and approval of the Township Supervisor.

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1. A written notice of termination, and date of termination, shall be signed by the employee's Department Head and the Township Supervisor and delivered or sent to the employee.
2. Payment in full for accumulated vacation time shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
3. Payment in full for all unused accumulated sick leave shall be made to the employee. Payment shall be made at the rate the employee was earning on the date of injury or illness.
4. All employee and dependent insurance coverage shall cease on the date of termination, subject to any rights under COBRA.

**E. Death While On Leave for Work-Connected Injury**

If an employee dies while disabled under the Workers' Disability Compensation Act, the employee's designated beneficiary shall receive the following:

1. Payment for the face amount of the employee's life insurance policy carried by the Township.
2. Payment in full for accumulated vacation, and full pay for all unused accumulated sick leave as described in Section D above (termination of employment while disabled from work-related injury).

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**XV. LEAVE OF ABSENCE WITHOUT PAY**

An unpaid personal leave may be granted subject to the approval of the Township Supervisor. A written request must be provided by the employee at least two (2) weeks preceding the date of leave. Under extraordinary circumstances, this two (2) week notice may be waived.

The Township will attempt to hold the employee's position open while the employee is on personal leave. However, employees must understand that the Township cannot and will not promise or guarantee that their position will be open when they return from personal leave. If their position has been filled while they were on personal leave employees will be offered an available position (if any) for which the Township, in its sole judgment, believes the employee are qualified. If there is no such opening, the affected employee will be placed on a hiring list for three (3) months. Should an opening occur in a position for which they are qualified, in the sole judgment of the Township, they will be offered that position. After three (3) months the employee's employment will terminate.

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**XVI. OUTSIDE EMPLOYMENT DURING A LEAVE OF ABSENCE**

An employee shall not engage in gainful employment (except military duty pursuant to Military Leave) during a leave of absence (including absences during sick pay, work connected injury or illness, personal leave, jury duty and death leave) without the prior written permission of the Township Supervisor.

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## **XVII. HEALTHCARE BENEFITS**

### Section 1 Medical and Prescription

A. All employees shall be placed in a High-Deductible Health Savings Account (HSA) (the “HSA Plan”) effective the first of the month following thirty (30) days of employment. The summaries of benefits documents for medical, prescription, dental and vision coverage are attached as part of this Agreement at Attachments A, B, and C. The Bloomfield Township HSA plan will include (see Attachment A):

1. Health Care Premium Contribution by employees:
  - a) Beginning January 1, 2026, biweekly (for 24 pays per year) payroll deduction: Single \$25 and Family \$50
  - b) If two employees are married and choose to enroll, they must choose which person will enroll as a family and the payroll deduction is taken from only one person.
2. The annual deductible is \$2,000 for individuals and \$4,000 for families.
3. In-network out-of-pocket maximum (OOPM):
  - a) Beginning January 1, 2026, \$3,000 for individuals and \$6,000 for families.
4. The Employer contribution to the employee’s HSA is \$1,500 Single and \$3,000 Family annually. If two employees are married and choose to enroll, they must be on the same plan and will have one Employer contribution.
  - a) New hires will receive prorated HSA funds based on the benefit start date:

i. From 1/1 to 3/31	Full Amount
ii. From 4/1 to 6/30	75% of allotment
iii. From 7/1 to 9/30	50% of allotment
iv. From 10/1 to 12/31	25% of allotment
  - b) If an employee is actively working but nearing Medicare age, they may delay Social Security and Medicare to continue funding an HSA. Once enrolled in Medicare, even as an active, no new HSA funds are permissible.

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- c) In the year an active employee (or future pre-Medicare retiree) plans to retire and also age into Medicare, the Township's HSA annual funding will be prorated for the number of months the member is enrolled in the HSA program and HSA funding will cease when the individual has effectively enrolled in Medicare.
- d) The account is owned by each individual even after they separate from active employment, therefore the individual will pay the monthly fee for maintaining the account.
- e) IRS Guidelines
  - (1) An additional employee contribution in the HSA is allowable, optional, pre-tax and the annual maximum contribution is set and limited by the IRS.
  - (2) It is the responsibility of those enrolled in the HSA to follow any and all tax rules associated with these accounts.
  - (3) When a retiree reaches age 65 they will be moved to an HRA plan.

5. The Employer shall provide the Standard 3 Tier prescription drug list with exclusions for certain over-the-counter prescriptions, proton pump inhibitors, and non-sedating antihistamines. The parties recognize that the carrier may change the name of the drug list.

6. A provision allowing a Dependent Care Flexible Savings Account for non-medical day care expenses with a maximum employee contribution set by the IRS. Available to active employees only.

7. Active employees who decline the Township's medical coverage will receive an "opt-out payment". Such opt-out payments will be paid out divided across 26 biweekly pays. The annual opt-out amount for Single is \$3,000 and Family is \$6,000. Payments will not be made for any period in which the employee is enrolled in or covered by a Bloomfield Township plan. If two employees are married and enrolled on the plan, they are not eligible for the opt-out payment. Also, if an employee is covered by the plan as a dependent, they are not eligible for the opt-out payment. Employees shall be required to show proof of other group health

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care coverage that includes every member of the employee's tax family before the employee will be eligible to receive the payments. Opt-out payments will begin on the first day of the month following thirty (30) days of employment.

- B. Notwithstanding anything to the contrary as set forth in this Agreement, the Township, at its sole discretion shall have the right to change providers of any and all insurance plans so long as the insurance plans provided by the new provider are equal to or better than the current plans.
- C. Current Medicare retirees who have retired under the Bloomfield Township HRA healthcare plan are in a closed and grandfathered plan.
- D. If, at any time during the term of this Agreement, the Township Board of Trustees fails or refuses, in accordance with MCL 15.568, to exempt the Township from the requirements of Public Act 152 of 2011, for the next medical benefit plan coverage year, all Township employees who are enrolled in the Township provided health insurance plan shall receive equal per pay installments in an amount equal to the annual cost of the provided health insurance plan over the established hard-cap for the particular medical benefit plan coverage year; or, if the Township Board elects to require employees to pay 20% of the annual premium, then employees shall receive equal per pay installments in the amount equal to 20% of the annual premium of provided health insurance. Such payments shall be made in the equal per pay installments for that particular medical benefit plan coverage year. Such payments shall not be included in the employees' base wages, and shall have no impact on any other economic benefits, including, but not limited to, Longevity or Retention pay, or pension benefits. *As an example, if the Township Board of Trustees fails to exempt the Township from the requirements of Public Act 152 of 2011 for the 2026 medical benefit plan coverage year, and the overall annual cost of provided health insurance is \$4000 over the established hard-cap for the 2026 medical benefit plan coverage year (assuming a family insurance plan), then each employee of the Township shall be paid \$4000 in equal per pay installments during 2026.*

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**E. Dependents for Medical and Prescription Benefits:**

1. Dependents are defined as:
  - a. The HSA Plan Employee's lawful spouse;
  - b. Any child of an Employee who is less than 26 years old; or
  - c. 26 or more years old, unmarried, and primarily supported by the employee and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this Plan, or while covered as a dependent under a prior plan with no break in coverage. Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.
2. The term child means a child born to the Employee or a child legally adopted by the Employee. It also includes a stepchild.
3. Benefits for a Dependent child will continue until the last day of the calendar month in which age 26 is reached.
4. A child under age 26 may be covered as either an Employee or as a Dependent child. Employees cannot be covered as an Employee while also covered as a Dependent of an Employee.
5. No one may be considered as a Dependent of more than one Employee.
6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

**F. Dependents for Dental and Vision benefits**

1. Dependents are defined as:
  - a. Employee's lawful spouse;
  - b. Any child of an Employee who is less than 26 years old; or

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- c. Student status is not required for children between the ages of 19 and 26.
- 2. The term child means a child born to an Employee or a child legally adopted by an Employee. It also includes a stepchild.
- 3. Benefits for a Dependent child will continue until the last day of the calendar month in which age 26 is reached.
- 4. A child under age 26 may be covered as either an Employee or as an Employee's Dependent child. Employees cannot be covered as an Employee while also covered as a Dependent of an Employee.
- 5. No one may be considered as a Dependent of more than one Employee.
- 6. After an employee retires, a new spouse and/or dependent that was not already covered on the plan at the time of retirement cannot be added to the healthcare plan as an eligible spouse and/or dependent.

## Section 2 Retiree Healthcare

- A. Employees hired before May 1, 2011 are eligible for the defined benefit retiree healthcare plan.
- B. The parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(E) and (F), above) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents, for the remainder of their respective lives (known as "Retiree Health Care for Life"). The health care, prescription, dental and vision plans that an employee retiring or separating from service on or after April 1, 2020 to December 31, 2025 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place as of January 1, 2026, not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after December 31, 2025 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place as of December 31 of the last full calendar year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2026, they and their Eligible Dependents shall have

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the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2026, 2027, and 2028 and as set forth in Article XVII. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2028, will be the same plan that is in place for active employees on December 31, 2028. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within Article XVII Section 2 (F) and (G). This “Retiree Health Care for Life” provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This “Retiree Health Care for Life” provision shall be subject to the provisions set forth in Article XVII Section 2 (B) through (I) and Sections 3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township’s control; for example protocol changes, network requirements, prescription formulary changes, etc. Any such changes shall be at the sole discretion of the insurance carrier. See also, Article XXXV—TERMINATION.

- C. When a benefit eligible retiree, spouse, or dependent reach Medicare age, the Township’s healthcare plan becomes secondary to Medicare and the retiree (or spouse/dependent) must enroll in Medicare Parts A and B at their own expense.
- D. The calendar year a pre-Medicare retiree (or spouse/dependent) ages into Medicare, their coverage will convert to a HRA plan. (See plan summary documents in Attachment I) Any HSA funds accumulated are memberowned and may be used to address future healthcare costs. However, no new HSA funds will be permissible once enrolled in Medicare. Therefore, the plan will transition to a HRA with prorated funding in the year the retiree ages into Medicare. The amount of future Medicare HRA funding will match the amount of annual HSA funds provided by the Township prior to Medicare age.
- E. Subject to the conditions and limitations set forth in Sections 2F and 2G below, the healthcare plan will apply to an eligible employee (spouse and other dependents), who has retired on or after their normal retirement date.
- F. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage if hired prior to April 1, 1999.
  - 1. If an employee retires at age 55 or older and are in active service on their retirement date, then they qualify for retiree health insurance coverage as long as they have satisfied the minimum requirements to retire as defined in the Township Defined Benefit Pension Plan.

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2. If an employee retires between age 52 and 55 and are in active service on their retirement date, they will still qualify to receive health insurance; including medical, prescription, dental and vision coverage, if they meet the following criteria:
  - a. If the employee has 25 or more years of service when their active service ends they will qualify for health insurance; including medical, prescription, dental and vision coverage, on their normal retirement date. Employees with 30 years or more of service who are eligible to retire qualify for retiree health insurance, including medical, prescriptions, dental and vision, regardless of their age.
  - b. Employees who retire between age 52 and 55 with fewer than 25 years of service may receive health insurance, including medical, prescription, dental and vision coverage, by making the required co-payments based upon years of service. All co-payments will stop on the first day of the month following the employees attaining age 55.

<b>Years of Service</b>	<b>Coverage</b>
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

- c. Years of service shall be based from date of hire to date of termination. Co-payments will be based on the Township's estimated premium before experience adjustments. Years of Service will be credited in full years only; No pro-ration, no rounding. If an employee has less than 15 years of service when their active service ends they do not qualify to have health insurance; including medical, prescription, dental and vision coverage reinstated at their normal retirement date.

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3. If an employee retires or their active service ends for any other reason prior to their normal retirement they will still qualify to receive retiree health insurance coverage, including medical, prescription, dental, and vision, if they meet the following criteria:
  - a. If an employee has 25 or more years of service when their active service ends, they will qualify for retiree health insurance coverage, including medical, prescription, dental, and vision, on their normal retirement date.
  - b. If an employee has between 15 and 25 years of service when their active service ends they will qualify for retiree health insurance coverage, including medical, prescription, dental, and vision, by making the same co-payments as those required of individuals retiring between age 52 and age 55 with fewer than 25 years of service. Their health insurance, including medical, prescription, dental, and vision, will reinstate at their normal retirement date, however, their co-payment will not end at age 55.
  - c. If an employee has fewer than 15 years of service when their active service ends, they do not qualify to have their health insurance reinstated, including medical, prescription, dental, and vision.

NOTE: If an employee has any other employer provided health insurance; including medical, prescription, dental and vision coverage, reinstatement of their Township policy will be delayed until such time as the other insurance is no longer available to them.

- G. Qualifications for retiree health insurance; including medical, prescription, dental and vision coverage, if hired after March 31, 1999 and before May 1, 2011.
  1. If an employee has 25 or more years of service and they retire on or after their normal retirement date, they will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning on their retirement date.
  2. If an employee has 25 or more years of service and their active service ends for any reason prior to their normal retirement date, they will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning their

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normal retirement date. If an employee has any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to them.

3. If an employee has between 15 and 25 years of service and they retire on or after their normal retirement date, they will be provided retiree health insurance; including medical, prescription, dental and vision coverage so long as they make co-payments of premium based on the following schedule:

<b>Years of Service</b>	<b>Coverage</b>
Less than 15	No Coverage
15	40%
16	36%
17	32%
18	28%
19	24%
20	20%
21	16%
22	12%
23	8%
24	4%
25 or more	0%

4. Years of service shall be based from date of hire to date of termination. Co-payments will be based on the Township's estimated premium before experience adjustments. Years of service will be credited in full years only; no pro-ration, no rounding. Copayments will not end at age 55.
5. If an employee has between 15 and 25 years of service and their active service ends for any reason prior to their normal retirement date they will be provided retiree health insurance; including medical, prescription, dental and vision coverage beginning on their normal retirement date provided they make premium co-payments per the above schedule. If they have any other employer provided health insurance; including medical, prescription, dental and vision coverage this benefit will be delayed until such time as the other insurance is no longer available to them.

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6. If an employee has less than 15 years of service when their active service ends, they do not qualify to have health insurance; including medical, prescription, dental and vision coverage, reinstated.

H. Termination of Insurance for Spouse/Dependents of Deceased Retirees

1. If an employee is retired and covered by Bloomfield Township medical, prescription, dental and optical insurance when they die, their Spouse, if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the spouse, medical benefits shall then be coordinated according to the rules of coordination.
  - a. If an employee is retired and insured with medical, prescription, dental and optical insurance when they die, any dependent if currently insured by Bloomfield Township, will remain so insured as long as any premium co-payment, if required, continues to be made. If any other medical insurance is available to the dependent, medical benefits shall be coordinated according to the rules of coordination or until the date that the dependent ceases to qualify as a dependent for a reason other than lack of primary support by the employee.

I. The Township, in its sole option, may elect to offer voluntary, irrevocable, and potentially taxable lump-sum “buyouts” to individual members and retirees participating in the Township's defined benefit retiree healthcare plan. Retiree healthcare buyouts shall not exceed the actuarial present value of the individual's healthcare benefit at the time of the buyout as determined by the Retiree Healthcare Plan's actuary. All buyouts shall be formally agreed upon pursuant to a written Buyout Agreement between the Township and the affected individual, the terms of which shall be fully negotiable.

J. Retiree Healthcare for employees hired on or after May 1, 2011 provided through a Retirement Health Savings Plan (RHS) whereby (See Attachment D):

1. The Employer's annual contribution to each individual account shall be based on Employees' years of service and will be made over 26 pay periods:
  - a. Less than 5 years of service - \$3,000
  - b. 5 to 15 years of service - \$5,000

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- c. 15 years of service or more - \$7,500
- d. All active employees' prior years of service will count toward future contribution amounts; there will be no retroactive contributions.

2. Employee makes a contribution of 3% of gross earnings each pay period while employed by the Township.
3. Immediate vesting of Employee contributions.
4. Employees hired before April 1, 2020 are fully vested in the plan.
5. Employees hired on or after April 1, 2020 through December 31, 2025, the vesting schedule for Employer contributions shall be:
  - i. 3 years – 25%
  - ii. 5 years – 50%
  - iii. 7 years – 100%
6. Employees hired on or after January 1, 2026 the vesting schedule for Employer contributions shall be:
  - a. 5 years – 25%
  - b. 8 years – 100%
7. RHS accounts are portable and employees and dependents are eligible to utilize their account upon separation of employment from the Township either through termination, resignation, retirement or death prior to retirement, subject to IRS regulations.

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Section 3 Dental

- A. Dental Plan benefits are in accordance with the attached Dental Plan Summary of Benefits (see attachment C). Effective January 1, 2026, dental benefits will be offered through a Dental PPO.
- B. Orthodontia has no age restriction and a \$4,000 lifetime cap per person.
- C. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Dental Plan effective January 1, 2010.

Section 4 Vision

- A. Vision Plan Benefits are in accordance with the attached Vision Plan Summary of Benefits (see attachment B).
- B. Lasik/Lasec: one Lasik/lasec procedure per participant to be reimbursed by the Township. \$500.00 maximum.
- C. This provision will also apply to retirees who have retired under the proposed Bloomfield Township Vision Plan effective January 1, 2010.

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## **XVIII. RETIREMENT PLANS**

### **A. Defined Benefit Plan General Eligibility**

Employees' Normal Retirement Date, for benefit eligibility and vesting purposes, shall be the day on which they attain age 52 and have completed 8 years of Service, or the date they complete 30 years of Service.

### **B. Defined Benefit Plan Summary (See Attachment E)**

1. During the period of this Agreement, the terms of the existing pension program, a copy of the master pension plan being on file in the Township, shall continue in effect, with an amendment that beginning June 1, 2005 in computing a retiring employee's yearly retirement income, 2.85% will be applied to that employee's Final Average Compensation.
2. Employees will have 2.85% of their Final Average Compensation multiplied by the number of years of Credited Service.
3. Employee's contribution portion of the pension program shall be two percent (2%) of base wages and longevity.
4. Final Average Compensation shall be the highest average rate of Earnings as of any three consecutive Earnings Computation Periods (May 1's) during the last ten years before the employee's Retirement Date; or if Service ceases more than three years before Normal Retirement Date, the term Final Average Compensation means the average Rate of Earnings as of the last three May 1's before service ceases.
5. Effective June 1, 2005 yearly retirement income shall not exceed 90% of Final Average Compensation for any person retiring on or after June 1, 2005.

### **C. Retiree Cost of Living Adjustment (C.O.L.A.) - Defined Benefit Plan**

Employees who retire during the term of this Agreement shall receive an annual cost of living adjustment (C.O.L.A.) to their pension of 1% (one percent) per year, each January 1<sup>st</sup>, and compounded annually to their pension benefit.

### **D. Death Benefits Before Retirement Date**

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1. The current pension plan document allows for a pre-retirement death benefit for vested employees who are working for the Charter Township of Bloomfield on the date of their death as summarized below:
  - a. Participant's Spouse (Married Participants) or Contingent Pensioner (Single Participants) will receive 50% of their retirement income based on years of credited service to their date of death. However, this benefit will be reduced if the participant's spouse or contingent pensioner is more than ten years younger than the participant. (The reduction is consistent with the current contract requirements contained in the Defined Benefit Plan document dated January 1, 2013).
  - b. If an employee dies as an active employee and had met the requirements for early, normal or late retirement, their spouse will receive 100% of their retirement income they would have received on their date of death, reduced by actuarial factors which consider, among other things, the employee's age and the age of their spouse.
  - c. The pre-retirement death benefit payments will start the first day of the month following the participant's death. When the deceased participant's spouse or contingent pensioner dies, the beneficiary will receive the remainder, if any, of the participant's required contributions with interest.
  - d. The employee's Spouse is eligible for this benefit only if the employee was eligible for an early retirement benefit at the time of their death and if termination of employment had not occurred.
  - e. For non-vested participants, the plan remains the same.
  - f. This provision does not apply to past vested, separated participants.
- E. The Township, in its sole option, may elect to offer voluntary and irrevocable lump sum "buyouts" to individual members and retirees participating in the Township's Pension Plan. Pension buyouts may be partial (e.g., C.O.L.A.) or full (e.g., entire pension) in nature and shall not exceed the actuarial present value of the individual's benefit at the time of the buyout as determined by the Pension Plan's actuary. All buyouts shall be formally agreed upon pursuant to

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a written Buyout Agreement between the Township and the affected individual, the terms of which shall be fully negotiable.

**F. Defined Contribution Plan (See Attachment F)**

1. Employees hired on or after June 1, 2005 shall only be eligible to participate in the Township's Defined Contribution Retirement Plan and shall not be eligible to participate in the Township's Defined Benefit Plan.
  - a. Investment in the Charter Township of Bloomfield 401 (a) Plan and Trust ("Plan").
  - b. Effective January 1, 2026:
    1. Employer contribution of 13% of base pay per year.
    2. Employee contribution of 0% of base pay per year.
  - c. Employees hired before April 1, 2020 are fully vested in the Plan.
  - d. Employees hired on or after April 1, 2020 but on or before December 31, 2025, the following vesting schedule applies for Employer contributions:

3 years	25%
5 years	50%
7 years	100%
  - e. Employees hired on or after January 1, 2026, the following vesting schedule applies for Employer contributions:

5 years	25%
8 years	100%
  - f. Immediate vesting of Employee Contributions.
  - g. Employee ownership of assets in individual portfolio after vesting and Employees may move the assets to another qualified account after separation of service, subject to IRS regulations.
  - h. Employees direct their investments with education, counseling and advice from independent third-party plan consultants provided by the Township at no direct cost to Employee.

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- i. Employees who participate in the Defined Contribution Plan shall be eligible, if otherwise qualified, to receive disability insurance coverage (both duty related (workers compensation) and non-duty related) until they reach age sixty-five (65) or are eligible to receive social security benefits.
- j. A union member shall be provided with a copy of the Plan upon written request.
- k. No loans or hardship withdrawals are allowed from the Plan.
- l. The Qualified Default Investment Alternative in the Plan will be a target-date fund for Employees who fail to make an investment election upon hire.

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## **XIX. LIFE INSURANCE**

- A. The Employer shall provide Life Insurance, inclusive of survivor's benefits, in the face amount of \$50,000.00 with double indemnity for qualified employees as provided in the contract between the Employer and Insurance Carrier. (See Attachment G)
- B. The amount of life insurance will be adjusted to \$15,000 for Department Heads, and to \$8,000 for Deputies following the earlier of:
  1. Employee's 70<sup>th</sup> birthday, or
  2. Employee's date of retirement
- C. The Employer shall also provide dependents' life insurance in the face amount of \$10,000.00 for the spouse of qualified employees; in the face amount of \$5,000.00 for each child between six (6) months and nineteen (19) years of age; and \$1,000.00 for a child between fifteen (15) days and six (6) months of age.
- D. The Employer shall also provide Accidental Death and Dismemberment policy in the amount of \$40,000 for Department Heads and \$25,000 for Deputies.

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## **XX. DISABILITY BENEFITS**

### **A. Disability Benefits - Short and Long-Term (See Attachment H)**

1. The Township will provide short-term disability benefits, after accrued sick bank and vacation bank have been depleted down to 40 hours each. The short-term disability benefits will be 70% of an employee's weekly basic earnings to a maximum benefit of \$1,000 per week for a maximum period of 26 weeks.
  - a. The benefit includes an elimination period. The elimination period is the later of:
    1. The date the injury occurs for disability due to an injury; or
    2. 7 days for disability due to a sickness; or
    3. The date your accumulated sick leave payments end, if applicable.
  - b. The payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under this plan or may have limited coverage under this plan.
  - c. Additional benefit details are provided in the certificate of coverage provided by the disability insurance carrier.
2. The Township will provide long-term disability coverage. The long-term disability benefits will be 66.6667% of an employee's monthly basic earnings up to \$4,000 a month.
  - a. The benefit includes an elimination period. The elimination period is the later of:
    1. 180 days; or
    2. The date your accumulated sick leave or insured short-term disability or paid time off (PTO) payments end, if applicable.

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- b. The payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered under or may have limited coverage under this plan.
3. Additional benefit details are provided in the certificate of coverage provided by the disability insurance carrier.

B. Non-Duty Disability

1. After an employee uses all accumulated sick leave and vacation time, but no sooner than one hundred and eighty (180) days after commencement of illness or injury, the Township shall have the right to separate the employee from Township service.
2. If an employee has not been separated under Section B-1 above, and is unable to return to work within one year of the date of commencement of the illness or disability, they will be considered permanently disabled and separated from Township Service. Separation is subject to the review of the Township Supervisor.

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## **XXI. LONG-TERM CARE INSURANCE**

- A. The Township will provide current full-time Department Head employees Long Term Care Insurance while they are active employees. Deputies are not eligible for this benefit. No new employees can be added to the plan after January 1, 2026.
- B. The summary of the benefit, with premiums paid for by the Employer:
  1. LTC Facility Monthly Benefit - \$6,000
  2. Benefit Duration - 3 years
  3. Professional Home and Community Care - 100% of the LTC Facility Monthly Benefit
  4. Benefit Increase - 5% Simple
- C. The employee can choose a higher level of coverage by paying the additional cost of premium through a payroll deduction. The upgraded options available that will be paid for by the employee:
  1. Benefit Duration – additional 3 years for a total of 6 years
  2. Purchase additional coverage for their Spouse (see enrollment form for the available options)
- D. Both the employee and spouse are subject to evidence of insurability, as outlined by the insurance carrier. Details for coverage are included in the certificate of coverage.

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## **XXII. WORK HOURS AND OVERTIME**

### **A. Work Hours**

The regular and normal workweek shall generally consist of four (4) 10-hour days, forty (40) hours per week, Monday through Thursday. Employees will be provided with a one (1) hour lunch break, 30 (thirty) minutes of which will be paid. Department Heads and Deputy Department Heads often attend evening or weekend meetings, including (but not limited to) Board of Trustees Meetings, Planning Commission Meetings, Homeowner Association Meetings, or as otherwise requested by the Township Supervisor, and may work other hours outside of the Monday through Thursday Work Hour work week. Department Heads may adjust their workweek as necessary while still maintaining a 40-hour workweek as available. This concept also applies to Deputy Department Heads, as approved by the Head of the Department.

Employees of the Senior Center work a Monday through Friday schedule, eight (8) hours per day. All other terms of the above paragraph also apply.

### **B. Overtime**

Department Heads and Deputy Department Heads are exempt employees for FLSA purposes and are not eligible for overtime pay.

Department Heads and Deputy Department Heads are not required to keep any exact recording of the time spent on the job. The Township applies the "total job" concept to Department Heads and Deputy Department Heads. Under the total job concept, the employee's responsibility for successful job performance is not limited to specific hours or workdays. Department Heads and Deputy Department Heads may have to work additional hours at the Township or take work projects home.

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## **XXIII. TOWNSHIP ASSIGNED VEHICLES**

A. All Department Heads and the Superintendent of Public Works shall receive either a Township vehicle or vehicle allowance as part of their job duties and compensation according to the following:

1. First Responder Vehicles

The positions of Director of Public Works, Director of EESD and Superintendent of Public Works are classified as First Responders. These positions shall be provided with a Township vehicle to be equipped, at the Township's expense, with emergency lighting, radios and proper personal protective equipment, as may be required by local, state, and/or federal laws or regulation.

- a. These assigned vehicles may be used for personal use outside of working hours; however, payroll taxes will be withheld from the employee as required by the IRS for personal use of the auto.
- b. Vehicles are to be purchased and maintained by the Township. Fuel required for personal use while away from Township business and activities is at the employee's sole expense.
- c. Vehicles are permitted for use in the State of Michigan. Use of the vehicle for out-of-state conferences, training seminars, education, professional associations or other work-related activities does not require the permission of the Township Supervisor. However, personal use of the vehicle outside of the State requires the prior approval of the Township Supervisor.

2. Vehicle Allowance

Department Head positions that are not classified as First Responders above shall receive an annual vehicle allowance in the amount of \$8,000, paid in equal installments across twenty-four (24) pay periods. This allowance is to be utilized to purchase, lease and/or maintain a personal vehicle commensurate with the job duties of the employee.

B. There are employees in this bargaining group that do not receive a Township vehicle or an auto allowance. When required for out of the office activities, these employees may use a vehicle from the Township fleet or their personal vehicle for Township business if authorized in advance by the Township Supervisor and shall be reimbursed for each mile driven on Township business. The reimbursement shall be at the rate of mileage established by the IRS.

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C. Employees are required to possess and maintain the appropriate valid Michigan  
Driver's License in order to drive Township vehicles.

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**XXIV. CELL PHONES**

Department Heads and Deputy Department Heads are to be assigned a Township provided cell phone with all expenses paid by the Township. Personal use of the cell phone is allowed at no cost to the employee.

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**XXV. NECESSARY EQUIPMENT/TOOLS**

The Township will provide, at no cost to the employee, the necessary tools and equipment to perform the work required whether at the office or away at a remote location, if approved in advance by Township Supervisor.

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**XXVI. LICENSES, CERTIFICATIONS, TRAINING/EDUCATION,  
PROFESSIONAL ASSOCIATIONS**

- A. Department Heads and Deputies are required to secure and maintain licenses and certifications to do their required duties. These requirements may be required by the Township, the County, the State of Michigan or the Federal government. All licenses and certificates are to be paid by the Township as well as any required training/education to maintain these licenses and certifications.
- B. Training and Education is important to the Township so that best management practices and the most well-trained Department Heads and Deputies are employed. The required costs for registration, travel, housing and food will be borne by the Township to any approved training and education.
- C. Professional Associations that Department Heads and Deputies belong to for their profession will be paid for by the Township. This will include all registrations and special dues as required.

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## **XXVII. LONGEVITY PAY**

Regular full-time employees hired prior to April 1, 2009 are eligible for longevity pay. Any employees hired after April 1, 2009 are not eligible for longevity pay. Longevity pay is paid based upon Employees' base salary and is calculated in accordance with the following schedule:

Five years of full-time service	2% of base salary
Ten years of full-time service	4% of base salary
Fifteen years of full-time service	6% of base salary
Twenty years of full-time service	8% of base salary
Twenty-five years of full-time service	10% of base salary

Longevity pay will be paid the last paycheck in November each year. In order to qualify for longevity pay, Employees must have five (5) years of service as of December 1st and must be on the Township payroll on November 30 of that year.

In order to receive a full longevity payment, an employee must have accrued a full twelve months' of longevity service time from December 1 through November 30 of the applicable one year period. An employee shall accrue longevity service time only if they meet the following criteria:

- A. The employee is on active duty for the current year (December 1 to November 30) receiving bi-weekly pay checks from the Township.
- B. The employee is receiving service-related disability (worker's compensation) checks from the Township (not from a worker's compensation insurance carrier or disability insurance carrier) but only for the first twenty-six (26) week period of the service-related disability.
- C. The employee is on sick leave and has not yet exhausted their sick leave bank.

Employees who do not have a full twelve (12) months of service time during the applicable twelve (12) month period (December 1 through November 30), but are still employed by the Township and are otherwise eligible for longevity pay, shall have their longevity pay payment prorated based on the amount of service time credited to the employee from December 1 through November 30 as determined by the criteria set forth above.

Employees who retire directly from Township employment will have their longevity pay pro-rated for the year in which they retire. An employee who quits, is terminated or otherwise leaves employment with the Township (except retirement) on or prior to November 30th is not eligible for longevity pay. An employee who receives a longevity

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payment, but quits employment with the Township on or before November 30, shall have the longevity payment deducted from his final paycheck or from other funds due the employee. Employees are required to execute any necessary documentation to allow this deduction. This rare circumstance can only be overridden with approval from the Township Supervisor.

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## **XXVIII. RETENTION PAY**

Employees hired on or after April 1, 2009, and with at least five (5) years of credited service, are eligible for Retention Pay as set forth below:

<u>Credited Service Time</u>	<u>Percentage of Base Wage</u>
More than five (5) years	2%
More than ten (10) years	3%
More than fifteen (15) years	4%
More than twenty (20) years	5%

Retention Pay will be a one-time annual payment on the final payroll of October and will not be included in hourly rates for regular or overtime compensation. Employees must be on the Township's payroll on October 31 to be eligible for a Retention payment.

In order to receive a full Retention payment, an employee must have accrued a full twelve months of credited service time from November 1 through October 31 of the applicable year. An employee shall accrue credited service time only if they meet the following criteria:

1. The employee is on full-time active duty for the current year (November 1 to October 31) receiving bi-weekly paychecks from the Township.
2. The employee is receiving service-related disability (worker's compensation) checks from the Township but only for the first twenty-six (26) week period of the disability.
3. The employee is on sick leave and has not yet exhausted their sick leave bank.

Employees who do not have a full twelve (12) months of credited service time during the applicable twelve-month period (November 1 through October 31), but are otherwise eligible for Retention Pay, shall have their payment prorated based on the amount of credited service time from November 1 through October 31 as determined by the criteria set forth above. Payment for prorated Retention Pay will be calculated by taking the amount of the employee's non-credited service time and dividing by 365.

If an Employee receives Retention Pay, and quits the employment of Bloomfield Township prior to October 31, the Retention Pay shall be deducted from their separation pay.

Any Employee who retires on a service disability retirement shall be paid a prorated Retention Pay payment. Any eligible employee who dies while employed, their heirs shall be paid a prorated Retention Pay payment.

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Any Employee who retires shall be paid a prorated Retention Pay payment at time of retirement.

Employees hired before April 1, 2009 are not eligible for Retention Pay.

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## **XXIX. WAGES**

A. Base Wages will be paid in accordance with the following schedule, where each position is assigned to a grade and employees in that position are paid based on a three-step progression. Step 1 is for employees in their first three years in their position, Step 2 is for employees in their fourth and fifth year in their position, and Step 3 is for employees with more than five years in their position. There is no automatic move to another position or grade when an employee reaches Step 3. All changes to wages, whether by step or by annual adjustment, are effective the first full pay period beginning on or after the date of change.

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
<b>233</b>			
4/11/2026	141,987.40	146,247.02	150,634.43
4/10/2027	145,537.09	149,903.20	154,400.29
4/8/2028	149,175.51	153,650.78	158,260.30
<b>232</b>			
4/11/2026	135,226.10	139,282.88	143,461.37
4/10/2027	138,606.75	142,764.96	147,047.90
4/8/2028	142,071.92	146,334.08	150,724.10
<b>230</b>			
4/11/2026	122,654.00	126,333.62	130,123.63
4/10/2027	125,720.35	129,491.96	133,376.72
4/8/2028	128,863.36	132,729.26	136,711.14
<b>228</b>			
4/11/2026	111,250.80	114,588.32	118,025.97
4/10/2027	114,032.07	117,453.03	120,976.62
4/8/2028	116,882.87	120,389.36	124,001.04
<b>227</b>			
4/11/2026	105,953.19	109,131.79	112,405.74
4/10/2027	108,602.02	111,860.08	115,215.88
4/8/2028	111,317.07	114,656.58	118,096.28
<b>226</b>			
4/11/2026	100,907.80	103,935.03	107,053.09
4/10/2027	103,430.50	106,533.41	109,729.41
4/8/2028	106,016.26	109,196.75	112,472.65
<b>224</b>			
4/11/2026	91,526.33	94,272.12	97,100.28
4/10/2027	93,814.49	96,628.92	99,527.79
4/8/2028	96,159.85	99,044.65	102,015.99

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- B. Wages will be paid bi-weekly by Thursday of the appropriate week. In the event this day is a holiday, either the preceding day or following day shall be payday. Employee paychecks and other compensation shall be electronically deposited to the employee's bank account. Employees must be paid by direct deposit. Employees will be able to view, save, or print their paystub from a secure web portal. Errors in pay, questions about pay, or any other related payment concerns and questions shall be directed to the Accounting Department.
- C. By law, the Township is required to deduct, where applicable, Federal, State and local withholding taxes, Social Security and Medicare taxes, and garnishments and court ordered child support from an employee's pay. The Township may also deduct the employee pension contribution, the employee health care plan contribution, and other various deductions where applicable.
- D. Shortly after the end of each calendar year, a W-2 will be available from a secure web portal. The Township reserves the right to increase withholding amounts from an employee's pay as necessary to catch up any payments that might be due as the result of an employee receiving reduced or no pay for any reason for one or more pay periods. The Township may also delay enrollment into any of the optional or voluntary plans offered until such time as the employee begins to again receive pay from the Township.
- E. Management reserves the right to modify position grades due to changes in job responsibilities or qualifications, and will provide notice to the union.
- F. Current employees whose then current salary exceeds their applicable step will receive a 2% increase for that year.
- G. Out of Class Pay – In limited circumstances, when an employee takes on responsibilities outside of the scope of their job and/or department's function, the Township may temporarily move an employee to a higher grade or step. All items that are calculated off of base salary will be adjusted for the new salary for as long as the employee has those responsibilities.

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### **XXX. TUITION REIMBURSEMENT POLICY**

Tuition reimbursement for Department Heads and Deputy Department Heads shall be approved by the Township Supervisor or Head of the Department.

Tuition reimbursement is subject to the following conditions:

- A. Reimbursement will be approved only for course work that is directly related to an employee's present job or directly related to a promotional position.
- B. Reimbursement shall be made only for course work completed at accredited colleges and universities or vocational, technical or trade schools.
- C. Reimbursement shall be limited to \$3,000.00 per participant per fiscal year. The last day of the semester during which the class is taken shall determine the fiscal year against which the tuition payment is credited.
- D. Reimbursement for tuition, registration, lab fees and required textbooks shall be made according to the following schedule upon submission of an official school transcript:
  - 100% for courses completed with a "B" (3.0) or better or its equivalent
  - 75% for courses completed with a "C" (2.0-2.99) or equivalent
  - 0% for courses with a grade less than "C" (2.0)
  - 100% for Pass in classes graded Pass/Fail; 0% for Fail
- E. The employee shall attend classes on his/her own time and without compensation from the Township.
- F. Any unusual or special circumstances or conditions not referred to above must be approved by the Township Supervisor or Head of the Department prior to enrollment.
- G. Employees who voluntarily terminate their employment must reimburse the Township for all payments made to them for any semester that began within the two years prior to their termination date. A "Tuition Reimbursement Waiver Form" agreeing to this provision must be signed before reimbursement is made.
- H. Continuation of this program shall be the sole option of the Township Board.

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**XXXI. NEW MEMBER ORIENTATION**

The Union shall have the right and opportunity to hold an orientation session with all newly hired employees in the collective bargaining unit. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The orientation will be held within thirty (30) days of the employee's hire; or an agreed upon time between the employee and the Union. The orientation shall be during working hours at a time agreed by the employee, not to exceed one (1) hour in duration. The Union member and new employee shall be afforded time during regular working hours, without loss of pay, for the opportunity to meet and hold such orientation.

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**XXXII. NEW CLASSIFICATIONS**

When any position not listed on the salary schedule is established, the Employer may designate a job classification and grade for the position. In the event the Union does not agree that the classification and grade are proper, the Union shall have the right to submit the issue as a grievance through the grievance procedure.

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**XXXIII. SAVINGS AND SEPARABILITY**

If any Article or section of this Agreement, or supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually-satisfactory replacement for such Article or section.

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**XXXIV. UNIFORMS**

The Township will provide, at no cost to the employee, the necessary articles of clothing or personal protective equipment to perform the work required.

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**XXXV. TERMINATION**

This Agreement shall be effective and shall be in full force and effect on January 1, 2026. This Agreement shall remain in full force and effect until December 31, 2028. In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding sentence.

The parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all the decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement. Therefore, it is agreed that the terms herein set forth contain the complete Agreement between the parties for the term of this Agreement. The right to present any demand or proposals on any matters, whether discussed during the negotiations which led to this Agreement, are hereby waived by the Township and the Union for the term of this Agreement.

The parties understand, acknowledge and agree that employees and their Eligible Dependents (defined in Section 1(E) and (F), in ARTICLE XVII HEALTHCARE BENEFITS) who are eligible for the defined benefit retiree health care plan, who retire or separate from service after April 1, 2020, or who have retired or separated from service prior to April 1, 2020 and are on the pre-Medicare age HRA plan, will have the same health care, prescription, dental and vision coverage for themselves, and for their Eligible Dependents above), for the remainder of their respective lives (known as "Retiree Health Care for Life"). The health care, prescription, dental and vision plans that an employee retiring or separating from service on or after April 1, 2020 to December 31, 2025 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place as of January 1, 2026; not the year that they retired or separated from service. The health care, prescription, dental and vision plans that an employee retiring or separating from service under a Collective Bargaining Agreement beginning after December 31, 2025 will have access to for the remainder of their life and/or lives in retirement is the plan that is in place as of December 31 of the last full calendar year of that Collective Bargaining Agreement; not the year that they retired or separated from service. For example, if the employee retires or separates from service in 2026, they and their Eligible Dependents shall have the same health care plan, including all employee/retiree cost-sharing obligations, in effect in 2026, 2027, and 2028 and as set forth in ARTICLE XVII. Under this example, the plan the employee/retiree will have for the remainder of their life and/or lives, post-2028, will be the same plan that is in place for active employees on December 31, 2028. However, there shall be no retiree cost-sharing premium obligations beyond the existing 15-25-year schedule that was established in 1999 and is within ARTICLE XVII Section 2 (F) and (G). This "Retiree Health Care for Life" provision shall survive the expiration of this Agreement under the terms and conditions immediately set forth above. This "Retiree Health Care for Life" provision shall be subject to the provisions set forth in ARTICLE XVII Section 2 (B) through (I) and Sections

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3 and 4. Notwithstanding the forgoing, the parties understand, acknowledge and agree there may be changes to provided insurance that are out of the Township's control; for example protocol changes, network requirements, prescription formulary changes, etc. Any such changes shall be at the sole discretion of the insurance carrier. See also ARTICLE XVII, Section 2, Retiree Healthcare.

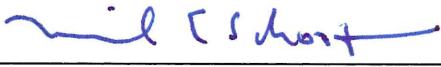
**FOR THE UNION**  
**GELC Department Heads and**  
**Deputy Department Heads**

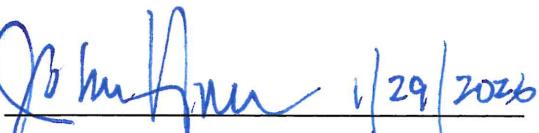
By:   
President

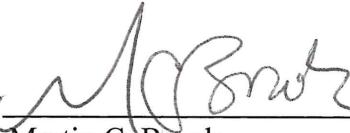
**FOR THE EMPLOYER**  
**CHARTER TOWNSHIP OF BLOOMFIELD**

By:   
Mike McCready  
Township Supervisor

By: \_\_\_\_\_

By:   
Michael E. Schostak  
Township Treasurer

By:   
1/29/2026  
POLC

By:   
Martin C. Brook  
Township Clerk

**ATTACHMENT "A"**  
**Medical**



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at [www.cigna.com/sp](http://www.cigna.com/sp). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other [underlined](#) terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why This Matters:
<a href="#">What is the overall deductible?</a>	For <a href="#">in-network providers</a> : \$2,000/individual - employee only or \$4,000/family maximum For <a href="#">out-of-network providers</a> : \$4,000/individual - employee only or \$8,000/family maximum Combined medical/behavioral and pharmacy <a href="#">deductible</a> <a href="#">Deductible</a> per individual applies when the employee is the only individual covered under the <a href="#">plan</a> . Amount your employer contributes to your account: Up to \$1,500/individual or \$3,000/family	Generally, you must pay all of the costs from <a href="#">providers</a> up to the <a href="#">deductible</a> amount before this <a href="#">plan</a> begins to pay. If you have other family members on the policy, the overall family <a href="#">deductible</a> must be met before the <a href="#">plan</a> begins to pay.
<a href="#">Are there services covered before you meet your deductible?</a>	Yes. In-network <a href="#">preventive care</a> & immunizations.	This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost-sharing</a> and before you meet your <a href="#">deductible</a> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
<a href="#">Are there other <a href="#">deductibles</a> for specific services?</a>	No.	You don't have to meet <a href="#">deductibles</a> for specific services.
<a href="#">What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a>?</a>	For <a href="#">in-network providers</a> : \$3,000/individual - employee only or \$6,000/family maximum For <a href="#">out-of-network providers</a> : \$6,000/individual - employee only or \$12,000/family maximum Combined medical/behavioral and pharmacy <a href="#">out-of-pocket limit</a>	The <a href="#">out-of-pocket limit</a> is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a> , the overall family <a href="#">out-of-pocket limit</a> must be met.
<a href="#">What is not included in the <a href="#">out-of-pocket limit</a>?</a>	Penalties for failure to obtain <a href="#">pre-authorization</a> for services, certain drug coupon amounts, <a href="#">premiums</a> , <a href="#">balance-billing</a> charges, and health care this <a href="#">plan</a> doesn't cover.	Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a> .

Important Questions	Answers	Why This Matters:
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.cigna.com">www.cigna.com</a> or call 1-800-Cigna24 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider</u> 's charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	10% <u>coinsurance</u> /visit	30% <u>coinsurance</u>	None
	Specialist visit	10% <u>coinsurance</u> /visit	30% <u>coinsurance</u>	None
	Preventive care/ screening/ immunization	No charge <u>Deductible</u> does not apply	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition  More information about <u>prescription drug coverage</u> is available at	Generic drugs (Tier 1)	30% <u>coinsurance</u> /prescription (retail 30 days), 30% <u>coinsurance</u> /prescription (retail 90 days); 30% <u>coinsurance</u> /prescription (home delivery 90 days)	30% <u>coinsurance</u> /prescription (retail 30 days); Not covered (retail and home delivery 90 days)	Coverage is limited up to a 90-day supply (retail and home delivery); up to a 30-day supply (retail) and a 90-day supply (home delivery) for <u>Specialty drugs</u> . Certain limitations may apply.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<a href="http://www.cigna.com">www.cigna.com</a>	Preferred brand drugs (Tier 2)	40% <a href="#">coinsurance</a> /prescription (retail 30 days), 40% <a href="#">coinsurance</a> /prescription (retail 90 days); 40% <a href="#">coinsurance</a> /prescription (home delivery 90 days)	40% <a href="#">coinsurance</a> /prescription (retail 30 days); Not covered (retail and home delivery 90 days)	including, for example: prior authorization, step therapy, quantity limits. For drugs in the Cigna Patient Assurance Program you may pay less than the noted retail or home delivery cost share amounts. In-network Federally required preventive drugs will be provided at no charge.
	Non-preferred brand drugs (Tier 3)	50% <a href="#">coinsurance</a> /prescription (retail 30 days), 50% <a href="#">coinsurance</a> /prescription (retail 90 days); 50% <a href="#">coinsurance</a> /prescription (home delivery 90 days)	50% <a href="#">coinsurance</a> /prescription (retail 30 days); Not covered (retail and home delivery 90 days)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	Physician/surgeon fees	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
If you need immediate medical attention	<a href="#">Emergency room care</a>	10% <a href="#">coinsurance</a>	10% <a href="#">coinsurance</a>	Out-of-network services are paid at the in-network cost share and <a href="#">deductible</a> .
	<a href="#">Emergency medical transportation</a>	10% <a href="#">coinsurance</a>	10% <a href="#">coinsurance</a>	Out-of-network air ambulance services are paid at the in-network cost share and <a href="#">deductible</a> .
	<a href="#">Urgent care</a>	10% <a href="#">coinsurance</a>	10% <a href="#">coinsurance</a>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	Physician/surgeon fees	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	10% <a href="#">coinsurance</a> /office visit 10% <a href="#">coinsurance</a> /all other services	30% <a href="#">coinsurance</a> /office visit 30% <a href="#">coinsurance</a> /all other services	Includes medical services for MH/SA diagnoses.
	Inpatient services	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	Includes medical services for MH/SA diagnoses.
If you are pregnant	Office visits	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	Primary Care or <a href="#">Specialist</a> benefit levels apply for initial visit to confirm pregnancy.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Childbirth/delivery professional services	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	<a href="#">Cost sharing</a> does not apply for preventive services. Depending on the type of services, a <a href="#">copayment</a> , <a href="#">coinsurance</a> or <a href="#">deductible</a> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery facility services	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	
If you need help recovering or have other special health needs	<a href="#">Home health care</a>	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	Coverage is limited to 40 days annual max. 16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)
	<a href="#">Rehabilitation services</a>	10% <a href="#">coinsurance</a> /visit	30% <a href="#">coinsurance</a> /visit	None
	<a href="#">Habilitation services</a>	10% <a href="#">coinsurance</a> /visit	30% <a href="#">coinsurance</a> /visit	Services are covered when <a href="#">Medically Necessary</a> to treat a mental health condition (e.g. autism) or a congenital abnormality.
	<a href="#">Skilled nursing care</a>	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	<a href="#">Durable medical equipment</a>	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	<a href="#">Hospice services</a>	10% <a href="#">coinsurance</a> /inpatient services 10% <a href="#">coinsurance</a> /outpatient services	30% <a href="#">coinsurance</a> /inpatient services 30% <a href="#">coinsurance</a> /outpatient services	None
If your child needs dental or eye care	Children's eye exam	Not covered	Not covered	None
	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

## Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

- Acupuncture
- Cosmetic surgery
- Dental care (Adult)
- Dental care (Children)
- Eye care (Children)
- Hearing aids
- Long-term care
- Non-emergency care when traveling outside the U.S.
- Routine eye care (Adult)
- Routine foot care
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

- Bariatric Surgery (in-network only)
- Chiropractic care (combined with [Rehabilitation Services](#))
- Infertility treatment
- Private-duty nursing

### **Your Rights to Continue Coverage:**

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Cigna at 1-800-Cigna24, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

### **Your Grievance and Appeals Rights:**

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#) or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-800-Cigna24. Additionally, a consumer assistance program can help you file your [appeal](#). Contact: Michigan Health Insurance Consumer Assistance Program (HICAP) at (877) 999-6442.

### **Does this plan provide Minimum Essential Coverage? Yes.**

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

### **Does this plan meet the Minimum Value Standards? Yes.**

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

### **Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-244-6224.

*To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.*

## About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$2,000
- [Specialist coinsurance](#) 10%
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
[Diagnostic tests](#) (*ultrasounds and blood work*)  
[Specialist](#) visit (*anesthesia*)

**Total Example Cost** **\$12,700**

In this example, Peg would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$2,000
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$1,100
What isn't covered	
Limits or exclusions	\$20
<b>The total Peg would pay is</b>	<b>\$3,120</b>

### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$2,000
- [Specialist coinsurance](#) 10%
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)  
[Diagnostic tests](#) (*blood work*)  
[Prescription drugs](#)  
[Durable medical equipment](#) (*glucose meter*)

**Total Example Cost** **\$5,600**

In this example, Joe would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$2,000
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$900
What isn't covered	
Limits or exclusions	\$40
<b>The total Joe would pay is</b>	<b>\$2,940</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$2,000
- [Specialist coinsurance](#) 10%
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)  
[Diagnostic test](#) (*x-ray*)  
[Durable medical equipment](#) (*crutches*)  
[Rehabilitation services](#) (*physical therapy*)

**Total Example Cost** **\$2,800**

In this example, Mia would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$2,000
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$80
What isn't covered	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,080</b>

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

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# Discrimination is against the law.

## Medical coverage

Cigna Healthcare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna Healthcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### Cigna Healthcare:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.



If you believe that Cigna Healthcare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to **ACAGrievance@Cigna.com** or by writing to the following address:

### Cigna Healthcare

Nondiscrimination Complaint Coordinator  
P.O. Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to **ACAGrievance@Cigna.com**. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

### U.S. Department of Health and Human Services

200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
**1.800.368.1019, 800.537.7697 (TDD)**

Complaint forms are available at  
<https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

Cigna Healthcare products and services are provided exclusively by or through operating subsidiaries of The Cigna Group, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Evernorth Behavioral Health, Inc., Evernorth Care Solutions, Inc. and HMO or service company subsidiaries of Cigna Health Corporation, including Cigna HealthCare of Arizona, Inc., Cigna HealthCare of California, Inc., Cigna HealthCare of Colorado, Inc., Cigna HealthCare of Connecticut, Inc., Cigna HealthCare of Florida, Inc., Cigna HealthCare of Georgia, Inc., Cigna HealthCare of Illinois, Inc., Cigna HealthCare of Indiana, Inc., Cigna HealthCare of St. Louis, Inc., Cigna HealthCare of North Carolina, Inc., Cigna HealthCare of New Jersey, Inc., Cigna HealthCare of South Carolina, Inc., Cigna HealthCare of Tennessee, Inc., and Cigna HealthCare of Texas, Inc. ATTENTION: If you speak languages other than English, language assistance services, free of charge are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711). ATENCION: Si usted habla un idioma que no sea inglés, tiene a su disposición servicios gratuitos de asistencia lingüística. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna Healthcare customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna Healthcare, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

**Chinese** – 注意：我們可為您免費提供語言協助服務。對於 Cigna Healthcare 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224 (聽障專線：請撥 711)。

**Vietnamese** – XIN LUU Ý: Quý vị được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna Healthcare, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna Healthcare 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주십시오. 기타 다른 경우에는 1.800.244.6224 (TTY:ダイアル 711) 번으로 전화해주십시오.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna Healthcare, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna Healthcare, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

– برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna Healthcare المحالين برجاء الاتصال بالرقم المدون على ظهر بطاقةكم الشخصية. **Arabic**  
او اتصل ب 711 (TTY) 1.800.244.6224.

**French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna Healthcare yo, rele nimewo ki dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna Healthcare, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna Healthcare atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna Healthcare mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

**Japanese** – 注意事項：日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCigna Healthcareのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna Healthcare attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna Healthcare-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

**Persian (Farsi)** – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می شود. برای مشتریان فعلی Cigna Healthcare، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوايان: شماره 711 را شمار هگیری کنيد).

**ATTACHMENT “B”**  
**Vision**

Welcome to Cigna Vision Schedule of Vision  
Coverage Effective Date: April 1, 2025

Vision Services and Frequency	In-Network Plan Coverage**	In-Network Member Cost**	Out-of-Network Reimbursement
<b>Exam and Professional Services:</b> Frequency* : once per 12 month			
Eye Exam Retinal Screening	100% after \$0 Copay \$0	\$0 Copay Up to \$39	Up to \$45 Allowance Not Covered
<b>Standard Eyeglass Lenses</b> Allowances: Frequency* : one pair per 12 month			
Lenses: Single Vision Lined Bifocal Lined Trifocal Lenticular	Copay: \$0 100% 100% 100% 100%	\$0 Copay \$0 Copay \$0 Copay \$0 Copay	Up to \$32 Allowance Up to \$55 Allowance Up to \$65 Allowance Up to \$80 Allowance
<b>Lens Enhancements / Options:</b>			
Oversize lenses	100%	\$0	Not Covered
Rose #1 and #2 Solid Tints	100%	\$0	Not Covered
Polycarbonate Lenses <19 years of age	100%	\$0	Not Covered
Standard Polycarbonate Lenses	\$0	\$40	Not Covered
Standard Progressives	\$0	\$65	Not Covered
Plastic Dye Tints	\$0	\$15	Not Covered
Photochromic – Glass or Plastic	\$0	\$75	Not Covered
Standard Scratch Coating	\$0	\$15	Not Covered
Standard Ultraviolet (UV) Coating	\$0	\$15	Not Covered
Standard Anti-Reflective (AR) Coating	\$0	\$45	Not Covered
Hi-Index Lenses	\$0	20% off retail	Not Covered
All other lens options, including Premium Tiers	\$0	20% off retail	Not Covered
<b>Contact Lenses</b> Retail Allowance: Frequency* : one pair or single purchase per 12 month			
Elective	100% up to \$130 Retail Allowance	Balance over \$130 Allowance	Up to \$105 Allowance
Therapeutic	100%	\$0	Up to \$210 Allowance
<b>Frame</b> Retail Allowance Frequency* : one per 24 month	100% up to \$130 Retail Allowance	20% off balance over \$130 Allowance	Up to \$71 Allowance
* Your Frequency Period begins on January 1 (Calendar year basis)			
<b>Definitions:</b>			
<b>Copay:</b> the amount you pay towards your exam and/or materials, lenses and/or frames			
<b>Coinsurance:</b> the percentage of charges Cigna will pay. Customer is financially responsible for the balance.			
<b>Allowance:</b> the maximum amount Cigna will pay. Customer is financially responsible for any amount over the allowance.			

<p><b>In-Network Coverage Includes**:</b></p> <ul style="list-style-type: none"> <li>One vision and eye health evaluation including but not limited to eye health examination, dilation, refraction, and prescription for glasses;</li> <li>One pair of standard prescription plastic or glass lenses, all ranges of prescriptions (powers and prisms) including Oversize, Rose #1 or #2 Solid Tint and Polycarbonate lenses &lt; 19 years of age. <ul style="list-style-type: none"> <li>20% savings on all additional lens enhancements/ option you choose for your lenses, not shown on the Schedule of Vision Coverage above.</li> </ul> </li> <li>One pair of <b>Elective</b> conventional contact lenses or a single purchase of a supply of disposable contact lenses – in lieu of lenses and frame benefit, (may not receive contact lenses and frames in same benefit year).</li> <li>Coverage for <b>Therapeutic</b> contact lenses will be provided when visual acuity cannot be corrected to 20/70 in the better eye with eyeglasses and the fitting of the contact lenses would obtain this level of visual acuity; and in certain cases of anisometropia, keratoconus, or aphakia; as determined and documented by your Vision eye care professional. Contact lenses fitted for other therapeutic purposes or the narrowing of visual fields due to high minus or plus correction will be covered in accordance with the Elective contact lens coverage shown on the Schedule of Vision Coverage.</li> <li>One frame for prescription lenses – frame of choice covered up to retail plan allowance, plus a 20% savings on amount that exceeds frame allowance;</li> </ul> <p>** Coverage may vary at participating discount retail and membership club optical locations, please contact Customer Service for specific coverage information.</p> <p>*** Provider participation is 100% voluntary; please check with your Eye Care Professional for any offered discounts.</p>	<p><b>What's Not Covered:</b></p> <ul style="list-style-type: none"> <li>Orthoptic or vision training and any associated supplemental testing</li> <li>Medical or surgical treatment of the eyes</li> <li>Any eye examination, or any corrective eyewear, required by an employer as a condition of employment</li> <li>Any injury or illness when paid or payable by Workers' Compensation or similar law, or which is work-related</li> <li>Charges in excess of the usual and customary charge for the Service or Materials</li> <li>Charges incurred after the policy ends or the insured's coverage under the policy ends, except as stated in the policy</li> <li>Experimental or non-conventional treatment or device</li> <li>Magnification or low vision aids not shown as covered in the Schedule of Vision Coverage</li> <li>Any non-prescription (minimum Rx required) eyeglasses, includes frame, lenses, or contact lenses</li> <li>Spectacle lens treatments, "add-ons", or lens coatings not shown as covered in the Schedule of Vision Coverage</li> <li>Prescription sunglasses lens "add-ons", or lens coatings not shown as covered in the Schedule of Vision Coverage</li> <li>Two pair of glasses, in lieu of bifocals or trifocals</li> <li>Safety glasses or lenses required for employment not shown as covered in the Schedule of Vision Coverage</li> <li>VDT (video display terminal)/computer eyeglass benefit</li> <li>Claims submitted and received in excess of twelve (12) months from the original Date of Service</li> </ul>
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### In-Network Value Added Savings

- Up to 40% off additional complete pairs of glasses (frame and lenses)
- 20% off any item not covered by the plan, including non-prescription sunglasses, but excluding professional services

Interested in Laser Vision Correction service such as LASIK? Visit your [MyCigna.com](#) and search for Healthy Rewards® for details.

### How to use your Cigna Vision Benefits

(Please be aware that the Cigna Vision network is different from the networks supporting our health/medical plans).

#### 1. Finding a doctor

There are three ways to find a quality eye doctor in your area:

1. Log into [myCigna.com](#), under "Coverage", select Vision page. Click on Visit Cigna Vision. Then select "Find a Cigna Vision Network Eye Care Professional" to search the Cigna Vision – serviced by Eye Med Directory.
2. Don't have access to [myCigna.com](#)? Go to [Cigna.com](#), top of the page select "Find A Doctor, Dentist or Facility", click on Cigna Vision serviced by EyeMed Directory, from the Additional Directories drop down listing.
3. Prefer the phone? Call the toll-free number found on your Cigna insurance card and talk with a Cigna Vision customer service representative.

#### 2. Schedule an appointment

Identify yourself as a Cigna Vision customer when scheduling an appointment. Present your Cigna Vision serviced by EyeMed information at the time of your appointment, which will quickly assist the doctor's office with accessing your plan details and verifying your eligibility.

#### 3. Out-of-network plan reimbursement

### How to use your Cigna Vision Benefits

Send a completed Cigna Vision service by EyeMed claim form and itemized receipt to: Cigna Vision, Claims Dept. c/o FAA PO Box 8504, Mason, OH. 45040-7111

To get a Cigna Vision serviced by EyeMed claim form:

- Go to **Cigna.com** and go to Forms, Vision Forms, select the Cigna Vision serviced by EyeMed form
- Go to **myCigna.com** and go to your vision coverage page

Cigna Vision will pay for covered expenses within ten business days of receiving the completed claim form and itemized receipt.

Benefits are underwritten or administered by Connecticut General Life Insurance Company or Cigna Health and Life Insurance Company. Read your plan carefully – this benefit summary provides a very brief description of the important features of your plans. This is not the insurance contract. Your full rights and benefits are expressed in the actual plan documents that are available to you upon request or a copy of the NH Vision Outline of Coverage is available and can be downloaded at [Health Insurance & Medical Forms for Customers | Cigna](#) under Vision Forms. Participating providers are independent contractors solely responsible for your routine vision examinations and products.

All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc. Healthy Rewards® - is a discount program, not an insured benefit.

## DISCRIMINATION IS AGAINST THE LAW

### Vision coverage

Cigna complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Cigna:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.

If you believe that Cigna has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com) or by writing to the following address:

Cigna  
Nondiscrimination Complaint Coordinator  
PO Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to [ACAGrievance@Cigna.com](mailto:ACAGrievance@Cigna.com). You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

U.S. Department of Health and Human Services  
200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
1.800.368.1019, 800.537.7697 (TDD)  
Complaint forms are available at <http://www.hhs.gov/ocr/office/file/index.html>.



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## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. Call 1.888.353.2653 (TTY dial 711 for operator, then dial 1-844-230-6498).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Llame al 1.888.353.2653 (TTY: marque 711 para hablar con un operador y luego marque 1-844-230-6498).

**Chinese** – 注意：我們可為您免費提供語言協助服務。請致電 1.888.353.2653（聽語障人士請撥打 711（聽語障專線）由操作人員為您服務，然後撥打 1-844-230-6498）。

**Vietnamese** – XIN LƯU Ý: Quý vị được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Vui lòng gọi 1.888.353.2653 (TTY xin quay số 711 để kết nối với tổng đài, sau đó quay số 1-844-230-6498).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 1.888.353.2653번으로 문의하십시오(TTY는 교환원 연결을 위해 711번으로 전화하신 후, 1-844-230-6498번으로 전화하십시오).

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Tumawag sa 1.888.353.2653 (Para sa TTY, i-dial ang 711 para sa operator, pagkatapos ay i-dial ang 1-844-230-6498).

**Russian** – ВНИМАНИЕ: Если вы говорите на русском языке, то вам доступны бесплатные услуги перевода. Звоните 1.888.353.2653 (линия TTY: наберите 711 для соединения с оператором, затем наберите 1-844-230-6498).

**Arabic** – ملحوظة: إذا كنت تتحدث لغةً أخرى، فإن خدمات المساعدة اللغوية متاحة لك مجاناً. اتصل برقم 1.888.353.2653 (يُنصح بمستخدمي TTY الاتصال على الرقم 711 للتحدث إلى عامل الهاتف، ثم الاتصال على الرقم 1-844-230-6498).

**French Creole** – ATANSYON: Gen sèvis èd pou lang ki disponib gratis pou ou. Rele 1.888.353.2653 (TTY konpoze 711 pou pale ak yon operatè, apresa konpoze 1-844-230-6498).

**French** – ATTENTION : Des services d'aide linguistique vous sont proposés gratuitement. Veuillez appeler le 1.888.353.2653 (ATS: composez le 711 pour joindre l'opérateur, puis composez le 1-844-230-6498).

**Portuguese** – ATENÇÃO: Se fala português, encontram-se disponíveis serviços linguísticos, grátis. Ligue 1.888.353.2653 (TTY: marque 711 para o telefonista e, em seguida, marque 1-844-230-6498).

**Polish** – UWAGA: Możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 1.888.353.2653 (użytkownicy TTY powinni dzwonić pod numer 711, aby otrzymać połączenie z telefonistą, a następnie wybrać numer 1-844-230-6498).

**Japanese** – 注意事項:日本語を話される場合、無料の言語支援をご利用いただけます。1.888.353.2653 にお電話ください(TTYをご利用の場合は、711をダイヤルしてオペレーターに接続してから1-844-230-6498 におかけください)。

**Italian** – ATTENZIONE: In caso la lingua parlata sia l'italiano, sono disponibili servizi di assistenza linguistica gratuiti. Chiamare il numero 1.888.353.2653 (TTY: comporre il 711 per l'operatore, quindi comporre il numero 1-844-230-6498).

**German** – ACHTUNG: Wenn Sie Deutsch sprechen, stehen Ihnen kostenlos sprachliche Hilfsdienstleistungen zur Verfügung. Rufnummer: Rufen Sie die Nummer 1.888.353.2653 an (TTY-Benutzer wählen 711 für die Vermittlung und dann 1-844-230-6498).

**Persian (Farsi)** – توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می‌شود. با شماره 1.888.353.2653 (TTY) 711 را برای این‌دور گرفته و سپس 1-844-230-6498 را شماره گیری کنید.

**ATTACHMENT “C”  
Dental**



## Delta Dental PPO™ (Point-of-Service)

### Summary of Dental Plan Benefits

For Group #12241-0001, 0002, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 9991

### Charter Township of Bloomfield

This Summary of Dental Plan Benefits should be read along with your Certificate. Your Certificate provides additional information about your Delta Dental plan, including information about plan exclusions and limitations. If a statement in this Summary conflicts with a statement in the Certificate, the statement in this Summary applies to you and you should ignore the conflicting statement in the Certificate. The percentages below are applied to Delta Dental's allowance for each service and it may vary due to the Dentist's network participation.\*

**Control Plan** – Delta Dental of Michigan

**Benefit Year** – January 1 through December 31

#### Covered Services –

	Delta Dental PPO™ Dentist	Delta Dental Premier® Dentist	Nonparticipating Dentist
	Plan Pays	Plan Pays	Plan Pays*
<b>Diagnostic &amp; Preventive</b>			
<b>Diagnostic and Preventive Services</b> – exams, cleanings, fluoride, and space maintainers	100%	100%	100%
<b>Palliative Treatment</b> – to temporarily relieve pain	100%	100%	100%
<b>Sealants</b> – to prevent decay of permanent teeth	100%	100%	100%
<b>Brush Biopsy</b> – to detect oral cancer	100%	100%	100%
<b>Radiographs</b> – X-rays	100%	100%	100%
<b>Basic Services</b>			
<b>Minor Restorative Services</b> – fillings and crown repair	85%	85%	85%
<b>Endodontic Services</b> – root canals	85%	85%	85%
<b>Periodontic Services</b> – to treat gum disease	85%	85%	85%
<b>Oral Surgery Services</b> – extractions and dental surgery	85%	85%	85%
<b>Major Restorative Services</b> – crowns	85%	85%	85%
<b>Other Basic Services</b> – misc. services	85%	85%	85%
<b>Relines and Repairs</b> – to prosthetic appliances	85%	85%	85%
<b>Major Services</b>			
<b>Prosthodontic Services</b> – bridges, dentures, and crowns over implants	50%	50%	50%
<b>Orthodontic Services</b>			
<b>Orthodontic Services</b> – braces	75%	75%	75%
<b>Orthodontic Age Limit</b> –	No Age Limit	No Age Limit	No Age Limit

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

- Oral exams (including evaluations by a specialist) are payable twice per calendar year.
- Prophylaxes (cleanings) are payable twice per calendar year.
- People with specific at-risk health conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her Dentist about treatment.
- Fluoride treatments are payable once per calendar year with no age limit.
- Space maintainers are payable once per area per lifetime for people age 18 and under.
- Bitewing X-rays are payable twice per calendar year and full mouth X-rays (which include bitewing X-rays) or a panorex are payable once in any three-year period.
- Sealants are payable once per tooth per three-year period for first permanent molars for people age eight and under and second permanent molars for people age 13 and under. The surface must be free from decay and restorations.

- Composite resin (white) restorations are payable on all teeth, including posterior teeth.
- Metallic inlays are Covered Services.
- Porcelain and resin facings on crowns are optional treatment on posterior teeth.
- Implants and implant related services are not Covered Services.
- Crowns over implants are payable once per tooth in any five-year period. Services related to crowns over implants are Covered Services.
- People with special health care needs may be eligible for additional services including exams, hygiene visits, dental case management, and sedation/anesthesia. Special health care needs include any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, healthcare intervention, and/or use of specialized services or programs. The condition may be congenital, developmental, or acquired through disease, trauma, or environmental cause and may impose limitations in performing daily self-maintenance activities or substantial limitations in a major life activity.

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

**Maximum Payment** – \$1,500 per Member total per Benefit Year on all services except orthodontic services. \$4,000 per Member total per lifetime on orthodontic services.

**Payment for Orthodontic Service** – When orthodontic treatment begins, your Dentist will submit a payment plan to Delta Dental based upon your projected course of treatment. In accordance with the agreed upon payment plan, Delta Dental will make an initial payment to you or your Participating Dentist equal to Delta Dental's stated Copayment on 30% of the Maximum Payment for Orthodontic Services as set forth in this Summary of Dental Plan Benefits. Delta Dental will make additional payments as follows: Delta Dental will pay 75% of the per month fee charged by your Dentist based upon the agreed upon payment plan provided by Delta Dental to your Dentist.

**Deductible** – \$50 Deductible per Member total per Benefit Year limited to a maximum Deductible of \$150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

**Waiting Period** – Enrollees who are eligible for Benefits are covered on the first day of the month following 30 days of employment.

**Eligible People** – All full-time employees of the Contractor working at least 37 hours per week who choose the dental plan and all Enrollees who are eligible for and elect Continuation Coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 or similar non-preempted state law ("COBRA").

Also eligible are your Spouse and your Children to the end of the month in which they turn 26, including your Children who are married, who no longer live with you, who are not your dependents for Federal income tax purposes, and/or who are not permanently disabled.

The medical and Delta Dental plans are offered as a package. Employees enrolled in either plan are automatically enrolled in both plans with the same type of coverage. For example, employees enrolled with single coverage under the medical plan must also be enrolled with single coverage under the Delta Dental plan.

**Coordination of Benefits** – If you and your Spouse are both eligible to enroll in This Plan as Enrollees, you may be enrolled together on one application or separately on individual applications, but not both. Your Dependent Children may only be enrolled on one application. Delta Dental will not coordinate Benefits between your coverage and your Spouse's coverage if you and your Spouse are both covered as Enrollees under This Plan.

Delta Dental will use a carve-out method of coordinating Benefits for This Plan. If a Member has other coverage and that coverage is primary, This Plan's payment for Covered Services will equal the amount payable under This Plan minus the amount paid by the primary carrier. This Plan's payment will not exceed the amount that would have been paid in the absence of any other plan.

Benefits will cease on the date of termination.

**ATTACHMENT “D”**  
**Retirement Health Savings Plan**

**Charter Township of Bloomfield**  
**Retirement Health Savings Plan (RHS Plan)**

## **SUMMARY PLAN DESCRIPTION**

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Original Effective Date: April 1, 2011

Restated: April 1, 2018

Amended: April 1, 2020

Plan Year is: April 1<sup>st</sup> through March 31st



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## **ARTICLE I. INTRODUCTION**

Your Employer, the Charter Township of Bloomfield (the "Employer" or "Township"), is pleased to sponsor an employee benefit program known as the Charter Township of Bloomfield Retirement Health Savings Plan (the "RHS Plan") for certain eligible employees.

This summary plan description ("SPD") describes the basic features of the RHS Plan, how it operates, and how you can get the maximum advantage from it. It is only a summary of the key parts of the RHS Plan, and a brief description of your rights as a participant. To make maximum use of this RHS Plan, be sure to proceed through this booklet carefully, so that you can make informed decisions that are right for you.

If, for any reason, there is an omission or misstatement in this SPD, or any difference between this SPD and the Plan document, the Plan document shall in all respects control and govern. Please note that neither the RHS Plan nor the SPD constitute a contract of employment.

In all situations involving the interpretation and clarification of a policy, procedure or application, the decision of the RHS Plan Administrator will be final and binding. However, notwithstanding the prior sentence, any claim for benefits that a Plan Administrator denies is subject to review under the RHS Plan's claims and appeals procedures, which are summarized herein.

If you have any unanswered questions after reading this SPD, please contact:

Educators Benefit Consultants, LLC  
1995 E. Rum River Drive S.  
Cambridge, MN 55008  
Phone number: 888-507-6053

## **PRIVACY NOTIFICATION**

The RHS Plan is a "covered entity" for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rules.

HIPAA requires that "covered entities" protect the confidentiality of your protected health information (PHI). "Electronic PHI" or "E-PHI" means PHI that is transmitted in electronic media.

PHI means health information that:

- Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university or health care clearinghouse;
- Related to the past, present and future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and
- Either identifies the individual or reasonably could be used to identify the individual

A complete description of your rights under HIPAA can be found in the RHS Plan's ***privacy notice***, distributed to you upon enrollment and available upon request from your RHS Plan Administrator.

The RHS Plan will not use or further disclose information that is protected by HIPAA except as necessary for treatment, payment and health plan operations, expressly authorized by you or as required by law. The RHS Plan requires all of its service providers to also observe HIPAA's privacy rules.

Under HIPAA, you have certain rights with respect to your PHI, including certain rights to see and copy the information, receiving an accounting of certain disclosures of the information and, under certain circumstances, amend the information. You also have the right to file a complaint with the RHS Plan or with the Secretary of the U.S. Department of Health and Human Services if you believe your rights under HIPAA have been violated. You may find more information about HIPAA at the following website: <http://www.hhs.gov/ocr/privacy/hipaa/understanding/>

## **ARTICLE II. GENERAL INFORMATION ABOUT THE PLAN**

### **2.1 What is the purpose of the RHS Plan?**

The purpose of the RHS Plan is to provide certain Employees with an opportunity to receive reimbursement for qualified Health Care Expenses as provided in this RHS Plan. You will receive contributions into the Plan as long as you are an active Employee and a Participant (as described in Sections 2.4 and 2.5, below), and you will be eligible for reimbursements after you terminate employment with the Township. It is the intention of the Adopting Employer that the benefits payable under this RHS Plan be eligible for exclusion from the gross income of Participants as provided by Code §§ 105(b) and 106. In addition, it is the intention of the Adopting Employer that the RHS Plan qualify as a Health Reimbursement Arrangement ("HRA") under IRS Revenue Ruling 2002-41, IRS Notice 2002-45, IRS Notice 2013-54, IRS Notice 2015-87 and Final Regulations jointly issued on November 18, 2015 by the Department of the Treasury (Internal Revenue Service), the Department of Labor (Employee Benefits Security Administration) and the Department of Health and Human Services, (i.e., Final Rules for Grandfathered RHS Plan, Preexisting Condition Exclusions, Lifetime and Annual Limits, Rescissions, Dependent Coverage, Appeals, and Patient Protections Under the Affordable Care Act.).

### **2.2 When did the RHS Plan take effect?**

The RHS Plan became effective April 1, 2011. It operates on a Plan Year specified in the Administrative Information included at the end of this SPD.

### **2.3 Compliant plan models**

Effective for Plan Years beginning on or after January 1, 2017, in order to comply with related legislation and regulatory guidance the Affordable Care Act ("ACA"), (which generally prohibits plans and issuers from imposing lifetime or annual limits on the dollar value of essential health benefits), an HRA must fit into one of certain compliant designs specified in the Adoption Agreement.

Your RHS Plan falls within the Internal Revenue Service definition of a "Retiree-Only HRA" (i.e., an arrangement that has fewer than two active employees participating in the RHS Plan on the first day of the Plan Year). Although dubbed "Retiree-Only" by the IRS, the RHS Plan is actually a post-employment plan. Contributions shall be made into the RHS Plan, on your behalf, while you are actively employed. You shall become eligible for reimbursement status upon separation of employment for any reason. Age and/or retirement eligibility is not an eligibility factor.

### **2.4 Who can participate in the RHS Plan?**

An eligible employee, the legal spouse and legal dependent(s) of the employee.

In order to participate in this RHS Plan, a person must meet the following eligibility criteria:

- Must be hired on or after May 1, 2011; and

- Must be a full-time employee
  - Regularly works 40 hours or more per week; Or
  - At library a full-time employee regularly works 37.5 or more hours per week

This RHS Plan includes union and non-union employees.

**Union Employees:** The Plan is maintained pursuant to various collective bargaining agreements and a copy of the relevant portions of the relevant agreement may be obtained by a Plan participant upon written request to the RHS Plan Administrator. These employees are called Eligible Employees. Those Eligible Employees who actually participate in the Plan are called "Participants." Always refer to your most recent collective bargaining agreement for eligibility and contribution information.

**Non-Union Employees:** The Plan is maintained pursuant to a written personnel policy or contractual agreement. A copy of the policy may be obtained by Plan participants upon written request to the RHS Plan Administrator. These employees are called Eligible Employees. Those Eligible Employees who actually participate in the Plan are called "Participants." Always refer to your most recent personnel policy for eligibility and contribution information.

**"Employee"** means a common-law employee of the Employer who is on the Employer's W-2 payroll, except that the term "Employee" does not include any common-law employee who is a leased employee (including but not limited to an individual defined in Code § 414(n)), or any common-law employee who is an individual classified by the Employer as a contract worker, independent contractor, temporary employee or casual employee, whether or not any such person is on the Employer's W-2 payroll. The term "Employee" also does not include any individual who performs services for the Employer, but who is paid by a temporary or other employment agency such as "Kelly Manpower," etc., or any employee covered under a collective bargaining agreement unless the collective bargaining agreement so provides. The term "Employee" includes "former employees" for the limited purpose of allowing continued eligibility for benefits hereunder.

## 2.5 How long will I be able to participate in the RHS Plan?

There are two aspects of participation in the RHS Plan – the receipt of employer contributions and access to your RHS Plan Account to receive reimbursement of eligible Health Care Expenses.

**Contributions.** Contributions on your behalf cease upon the earliest of the following: (1) the date of your death; (2) the date of termination of your employment with the Employer; (3) the date of your failure to meet the eligibility requirements described in Section 2.4 above, other than the requirement that you be an employee of the Employer; or (4) the date of termination of the RHS Plan.

**Access to reimbursements.** Access to your RHS Plan account for purposes of reimbursing eligible Health Care Expenses cease upon the earliest of the following: (1) the date of your death; (2) the date the balance of your RHS Plan account reaches zero; or (3) the date of termination of the RHS Plan.

**Please note:** Termination of contributions or access to your RHS Plan does not prevent you or others covered through you from receiving continuation coverage required by applicable law. In addition, termination of access to your RHS Plan is subject to the spend down access described in Section 5.2.

## **2.6 How long will the RHS Plan remain in effect?**

Although the Township expects to maintain the RHS Plan indefinitely, it has the right to amend or terminate the program in whole or in part at any time. It is also possible that future changes in state or federal tax laws may require that the RHS Plan be amended or terminated accordingly. In addition, future collective bargaining agreements may change or eliminate the RHS Plan with respect to certain union employees. You will be informed if changes are made to the RHS Plan.

## **2.7 How does reimbursement under this RHS Plan affect my tax deductions?**

You should realize that any medical expense for which you are reimbursed under this RHS Plan cannot be claimed as a medical expense deduction on your income tax return.

Note: Beginning Jan. 1, 2017, all taxpayers may deduct only the amount of the total unreimbursed allowable medical care expenses for the year that exceeds 10% of your adjusted gross income. You always should check with your tax advisor for up-to-date information regarding medical expense deductions.

# **ARTICLE III. HEALTH CARE ACCOUNT**

## **3.1 What is my RHS Plan account?**

A RHS Plan account will be established in your name to keep a record of the benefits under this RHS Plan to which you are entitled.

Your RHS Plan account is an individual trust account established within an Integral Part Trust. Benefits are paid from the Trust account.

### **Elected Officials shall receive upon hire the following contributions into their RHS Plan account:**

#### **Direct Employer Contribution**

An eligible employee shall receive a direct employer contribution based on the employee's years of service. The contribution shall be paid out over the twenty-six (26) biweekly pay periods.

0-5 Years	\$3,000 per year	(\$115.38 per pay)
5-15 Years	\$4,500 per year	(\$173.08 per pay)
15 years +	\$6,000 per year	(\$230.77 per pay)

#### **Mandated Employee Contribution**

An eligible employee shall contribute three percent (3%) of gross wages. The mandated employee contribution shall be deducted over the twenty-six (26) biweekly pay periods.

#### **Contribution Vesting**

Mandated employee contributions are not subject to a vesting requirement. You shall have immediate access to those funds upon separation of employment. In order to vest and gain access to the direct employer contributions, you must complete three (3) years of continuous service with the Township.

Immediate vesting shall also occur upon death, or due to total and permanent disability. Total and permanent disability is defined by the RHS Plan as it is defined by the public pension plan available to the employees of the Township.

**Eligible Water Department shall receive upon hire the following contributions into their RHS Plan account:**

**Direct Employer Contribution**

An eligible employee shall receive a direct employer contribution not to exceed \$2,500 for the Plan Year. The contribution shall be paid out over the twenty-six (26) biweekly pay periods.

**Mandated Employee Contribution**

An eligible employee shall contribute two percent (2%) of gross wages not to exceed \$2,500 for the Plan Year. The mandated employee contribution shall be deducted over the twenty-six (26) biweekly pay periods.

**Contribution Vesting**

Mandated employee contributions are not subject to a vesting requirement. You shall have immediate access to those funds upon separation of employment. In order to vest and gain access to the direct employer contributions, you must complete three (3) years of continuous service with the Township.

Immediate vesting shall also occur upon death, or due to total and permanent disability. Total and permanent disability is defined by the RHS Plan as it is defined by the public pension plan available to the employees of the Township.

**All other eligible employees shall receive upon hire the following contributions into their RHS Plan account:**

**Direct Employer Contribution**

An eligible employee shall receive a direct employer contribution based on the employee's years of service. The contribution shall be paid out over the twenty-six (26) biweekly pay periods.

0-5 Years	\$3,000 per year	(\$115.38 per pay)
5-15 Years	\$4,500 per year	(\$173.08 per pay)
15 years +	\$6,000 per year	(\$230.77 per pay)

**Mandated Employee Contribution**

An eligible employee shall contribute three percent (3%) of gross wages. The mandated employee contribution shall be deducted over the twenty-six (26) biweekly pay periods.

**Contribution Vesting**

Mandated employee contributions are not subject to a vesting requirement. You shall have immediate access to those funds upon separation of employment. Employees hired before 4/1/2020 must complete three (3) years of continuous service with the Township in order to be vested in the direct employer contribution portion. Employees hired after 4/1/2020 shall be subject to the following vesting schedule for the direct employer contribution portion.

0-3 Years	0%
3-5 Years	25%
5-7 Years	50%
7+ Years	100%

### **3.2 What is an “eligible” Health Care Expense?**

Only eligible Health Care Expenses may be reimbursed under this Plan. An eligible Health Care Expense is an expense for the payment of medical, dental, vision and long term care premium expenses and out-of-pocket vision, dental and medical care expenses. Furthermore, to be an eligible Health Care Expense, the expense:

- (a) must be “incurred” while you are a Participant; and
- (b) must be “incurred” for yourself, your legal Spouse or your legal Dependent(s).

An expense is **“incurred”** when the service that gives rise to the expense has been provided, not when you are billed or when you pay the expense.

**“Spouse”** means an individual who is legally married to you and who is treated as your spouse under the Internal Revenue Code.

**“Dependent”** means a dependent for purposes of Section 105 of the Internal Revenue Code. Generally, “dependent” includes a qualifying child that has not attained age 27 in the tax year. The other relatives that may be “dependents” for purposes of the RHS Plan (IRC 152) are individuals who: (a) are your child (or a descendant of a child), brother, sister, stepbrother, or stepsister, parent (or a parent’s ancestor), stepparent, brother or sister’s son or daughter, parent’s brother or sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law or, if not such a relative, an individual who has the same principal place of abode as you and is a member of your household; (b) generally have received more than one-half of their support from you during the relevant year; and (c) are not a qualifying child of you or someone else.

### **3.3 How do I receive my benefits under the RHS Plan?**

Once you separate employment you are eligible to submit for the reimbursement of qualified expenses. EBC shall pay out paper, fax and web claims two times a month. If you elect to make use of the Prepaid Benefits Card, the expense payment takes place at point of sale (when you swipe the card).

*Paper Claims.* When you incur an expense that is eligible for reimbursement, you must submit a claim to the Claims Administrator on an administrative form that will be supplied to you. The form will typically require you to provide:

- (1) the amount, date and nature of the expense,
- (2) the name of the person or entity to which the expense was paid,
- (3) your statement that the expense has not been reimbursed or is not reimbursable through any other source, and
- (4) such other information as the Claims Administrator may require.

You shall also be required to submit copies of bills or receipts from the provider(s) to support your claim.

*Web Claim.* You will also have the opportunity to submit a claim via the EBC secure web portal. Please refer to your enrollment materials for instructions on how to sign on and submit your claim for reimbursement on-line using the web portal.

*Prepaid Benefits Card.* You shall also have the opportunity to pay for eligible expenses uses a prepaid benefits card. The card is a voluntary payment method. The cost of the card is paid for by the Participant. Please refer to Wex Health Payment Card Frequently Asked Questions for more information on the “Benny Card”.

**“Claims Administrator”** means Educators Benefit Consultants, LLC. The address for claims submission is: 3125 Airport Parkway N.E., Cambridge, MN 55008. The phone number is 1-888-507-6053.

### **3.4    What if my claim exceeds the balance of my RHS Plan account?**

The maximum reimbursement you may receive at any time is the amount of your RHS Plan account balance at the time the reimbursement request is processed. The maximum reimbursement requirements apply to you, your Spouse, and your Dependent(s) on an aggregate basis, not an individual basis. If your claim is for an amount that is more than your current RHS Plan account balance, the excess amount of the claim will not be reimbursed.

### **3.5    Do I submit claims for reimbursement under my Employer’s cafeteria plan first?**

Yes. Claims for eligible Health Care Expenses (see Question 3.2) must first be submitted for reimbursement to your Employer’s or another family member’s flexible spending account under its cafeteria plan. If that claim is not fully reimbursed, the balance may then be submitted under this RHS Plan.

### **3.6    What happens if my claim for benefits is denied?**

In most cases, within thirty (30) days after a claim for benefits is filed, the claim will either be paid or the Claims Administrator will notify you of the claim denial. If the Claims Administrator denies the claim, you will be provided with the following information in writing:

1. The specific reasons for the denial;
2. The specific reference to the RHS Plan provisions on which the denial is based;
3. A description of any additional material or information necessary for you to complete your claim and an explanation of why such material or information is necessary; and
4. Appropriate information as to the steps to be taken if you wish to appeal the Claims Administrator’s determination, including your right to submit written comments and have them considered.

Within one hundred eighty (180) days after you receive notice that your claim has been denied, you or your authorized representative may file a written request with the Claims Administrator appealing the denial and requesting review of it. You or your representative are entitled to review the pertinent documents and may also submit issues and comments in writing to be considered as part of the review.

**“Authorized Representative”** means a person entitled to act on your behalf and recognized by the RHS Plan Administrator. In order to be recognized by the RHS Plan Administrator, the person must have a completed “Authorized Representative Form” on file with the Claims Administrator.

The RHS Plan Administrator will review and decide your appeal within a reasonable time not longer than sixty (60) days after it is submitted and will notify you of its decision in writing. The individual who decides your appeal will not be the same individual who decided your initial claim denial and will not be that individual’s subordinate. The RHS Plan Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide your appeal, except that any medical expert consulted in connection with your appeal will be different from any expert consulted in connection with your initial claim. (The identity of a medical expert consulted in connection

with your appeal will be provided.) If the decision on appeal affirms the initial denial of your claim, you will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial;
2. The specific RHS Plan provision(s) on which the decision is based; and
3. A statement of your right to review (on request and at no charge) relevant documents and other information

Upon completion of the internal claims and appeal process, you may request to initiate an external review of a denied internal appeal. Contact the RHS Plan Administrator or Claims Administrator for a description of applicable external review procedures. Note that an external review must be initiated within four months of your receipt from the RHS Plan Administrator of a denial of an appeal. Any request to pursue an external claim must be made in writing to the RHS Plan Administrator.

### **3.7 What if I am subject to a medical child support order?**

Notwithstanding any provision of the RHS Plan to the contrary, the RHS Plan shall recognize **Qualified** Medical Child Support Orders ("QMCSOs"). To be recognized, specific procedures must be followed. If you are involved in a divorce or child custody matter, you or your legal counsel should contact the RHS Plan Administrator. Participants, spouses or dependents may request from the RHS Plan Administrator a copy of the RHS Plan's QMCSO procedures (which will be provided at no charge).

### **3.8 Will I have any administrative costs under the RHS Plan?**

#### **Administrative Asset Based Fee: Paid by Participant**

The cost of administering this RHS Plan is paid from your account balance at a rate of 19 basis points per quarter (note: 19 basis points means 0.19%). The 19 basis points is not charged against assets in a fixed or money market account.

#### **Prepaid Benefits Card: Paid by Participant**

If you elect to use the card you will see \$20.00 dollars deducted from your RHS Plan account. The \$20.00 pays for the cost of two cards. One card is for you and the other is for your dependent or spouse. Additional cards cost \$10.00 a card. You must reenroll in the card every year.

### **3.9 What happens to my RHS Plan account if I die?**

If there is a balance in your RHS Plan account at the time of your death, your spouse and dependent(s) **may** be able to continue to access these funds until the earlier of: (a) the date on which the balance is exhausted, or (b) the date the last remaining Spouse or Dependent dies. Access to your RHS Plan account is only available in the event such access is offered and selected as an alternative to any continuation coverage that may otherwise be available.

### **3.10 In what situations will the balance of my RHS Plan account be forfeited?**

(a) Amounts attributed to your RHS Plan account shall be forfeited upon your death if you do not have a legal spouse and/or legal dependent(s). If you have no spouse or dependent(s) your estate has eighteen (18) months from the day of your passing to submit qualified expenses for reimbursement. After your final remaining medical expenses have been reimbursed to your estate the forfeited amounts shall be placed in a forfeiture account and be used to fund future direct employer contributions into the RHS Plan.

(b) **Annual Option to Permanently Opt Out.** Each year that you are eligible for reimbursements under this RHS Plan (i.e., upon termination of employment) you have the right to

permanently opt out of participation in this RHS Plan. When you opt out you permanently forfeit your funds.

#### Under What Circumstance Would I Opt Out?

Answer: Being eligible for RHS Plan benefits means you are considered to be covered by an employer-sponsored health plan under federal health care rules and prevents you from being eligible for federal subsidies if you purchase health insurance coverage on the public marketplace exchange. Keep in mind that other factors, such as your household income, will impact whether you are eligible for subsidies to offset the cost of health insurance coverage you may purchase on the public marketplace exchange. If you elect to opt out of coverage under this RHS Plan, you will not be allowed to re-enroll (and receive benefits using money deposited to your account) for the duration of the time you are eligible for coverage under the RHS Plan.

For information about federal health insurance rules, the public marketplace exchange and federal subsidies see <https://www.healthcare.gov/> or call 1-800-318-2596. To exercise your opt-out rights under this RHS Plan, please obtain the opt out form from the Plan Administrator. Please contact the Plan Administrator with questions.

## Article IV. Investments

### **4.1    What happens to the funds before I take them out?**

All assets of the Plan will be held in a trust by the Trustee. The Trustee will administer the trust in accordance with the RHS Plan trust and plan documents.

**"Trustee"** means Charter Township of Bloomfield, Michigan

Contribution made into your RHS Plan account shall default to a Target Date Fund. You may redirect those funds if you so desire. You will receive investment information in your welcome kit.

**Caution:** Not FDIC insured. Earnings are not guaranteed. You may experience investment losses.

### **4.2    Are the earnings taxable?**

No. The earnings accumulate on a tax-free basis. When the RHS Plan balance is accessed for reimbursement of a claim, there is no distinction between contribution dollars and earnings.

## Article V. Continuation Coverage

A Participant, and any others who are covered through that Participant, **may** be entitled to elect to continue coverage under the RHS Plan in accordance with the Consolidated Omnibus Reconciliation Act of 1985, as amended ("COBRA"), or the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended ("USERRA"), as described below.

***Are there other coverage options besides COBRA continuation coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace (established by ACA), Medicaid or other group health plan options (such as a spouse's plan though what is called a "special enrollment period." It is possible that some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at <https://www.healthcare.gov/>.***

## 5.1 What are my continuation rights under COBRA?

The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires most employers with twenty (20) or more employees to offer employees and their families (spouse and/or dependent children) the opportunity to pay for a temporary extension of health coverage (called "continuation coverage") in certain instances where health coverage under employer sponsored group health plan(s) would otherwise end. There is no requirement that a person be insurable to elect continuation coverage. However, a person who continues coverage may have to pay all of the cost for the continuation coverage.

This notice is intended to inform persons covered under the RHS Plan, in summary fashion, of their rights and obligations under the continuation coverage provision of the law. It is intended that no greater rights be provided than those required by this law. It does not fully describe your continuation coverage rights. The RHS Plan Administrator has developed additional policies regarding the provision of continuation coverage under the RHS Plan. For additional information about your rights and obligations under the RHS Plan and under federal law, you should contact the RHS Plan Administrator.

This notice covers only this RHS Plan.

### **Each person covered under the RHS Plan should read this notice carefully.**

**Qualifying Events.** Upon the commencement of a "qualifying event" each person that loses coverage may have rights as a "qualified beneficiary."

**Qualifying event.** A qualifying event is the occurrence of an enumerated event (described below) that results in a loss of coverage under the terms of the group health plan.

**Qualifying beneficiary.** A qualified beneficiary is the employee, employee's spouse and/or employee's dependent children who on the day before the qualifying event were covered under the group health plan. A spouse whose coverage was reduced or terminated in anticipation of divorce is also a qualified beneficiary. In addition, a child born to or placed for adoption with a qualified beneficiary **who was the employee** is a qualified beneficiary if he or she was covered under the group health plan on the day before the qualifying event. Furthermore, an individual for whom the employee must provide coverage under the group health plan pursuant to a medical child support order is a qualified beneficiary.

**Employee Loss.** If covered by any of the group health plans described above, the employee has the right to elect continuation coverage if he or she loses coverage under such plan due to termination of employment (other than for gross misconduct) or a reduction in hours of employment.

**Spouse's Loss.** If covered by any of the group health plans described above, a spouse has the right to elect continuation coverage if he or she loses coverage under such plan due to any of the following:

- the employee's termination of employment (other than for gross misconduct) or a reduction in hours of employment;
- the employee's death; or
- divorce or legal separation from the employee.

**Please Note:** If an employee eliminates coverage for his or her spouse from coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the later divorce or legal separation will be considered a qualifying event even though the ex-spouse lost coverage earlier.

**Dependent Child's Loss.** If covered by any of the group health plans described above, a dependent child has the right to elect continuation coverage if he or she loses coverage under such plan due to any of the following:

- the employee's termination of employment (other than for gross misconduct) or a reduction in hours of employment;
- the employee's death;
- divorce or legal separation of the employee and the child's other parent; or
- the child ceasing to be a "dependent child" under the terms of the plan.

**Employer's Bankruptcy.** Rights similar to those described above may apply to retirees (and the spouses and dependents of those retirees), if the employer commences a Chapter 11 bankruptcy proceeding.

**Responsibility to Notify.** In certain circumstances, you are required to provide notification to the RHS Plan in order to protect your rights under COBRA.

**Notice of Qualifying Event.** Under the law, the employee or a family member (or a representative acting on behalf of the employee or a family member) has the responsibility to inform the COBRA Administrator of a divorce, legal separation, or a child losing dependent status under the plan within sixty (60) days of the latest of: (1) the date of the qualifying event; (2) the date coverage would be lost because of the qualifying event; or (3) the date on which the qualified beneficiary was informed of the responsibility to provide the notice and the procedures for doing so. The notification must be provided in writing and be mailed to the RHS Plan Administrator at the address identified below. Oral notice by telephone is not acceptable. Electronic (including emailed or faxed) or hand-delivered notices are not acceptable. Your notification must be postmarked no later than the last of the sixty (60) day notice period described above. The Plan Administrator will provide the notification requirements upon request.

- (1) state the name of the RHS Plan;
- (2) state the name and address of the employee or former employee who is or was covered under the RHS Plan;
- (3) state the name(s) and address(es) of all qualified beneficiaries who lost coverage due to the qualifying event;
- (4) include a detailed description of the event;
- (5) identify the effective date of the event; and
- (6) be accompanied by any documentation providing proof of the event (i.e., the divorce decree).

**Notice of Second Qualifying Event.** In addition, the employee or a family member (or a representative acting on behalf of the employee or family member) must notify the RHS Plan of the death of the employee, divorce or separation from the employee, or a dependent child's ceasing to be eligible for coverage as a dependent under the RHS Plan, if that event occurs within the eighteen (18) month continuation period (or an extension of that period for disability or for pre-termination Medicare entitlement). The notification must be provided within sixty (60) days after such a second qualifying event occurs in order to be entitled to an extension of the continuation period. The notification must be provided

in writing and be mailed to the RHS Plan Administrator at the address identified below. Oral notice, including notice by telephone is not acceptable. Electronic (including emailed or faxed) or hand-delivered notices are not acceptable. The Plan Administrator will provide the notification requirements upon request.

**Notice of Disability.** Also, an employee or a family member (or a representative acting on behalf of the employee or a family member) must notify the RHS Plan Administrator when a qualified beneficiary has been determined to be disabled under the Social Security Act within sixty (60) days of the latest of: (1) the date of the disability determination; (2) the date of the qualifying event; (3) the date coverage would be lost because of the qualifying event; or (4) the date on which the qualified beneficiary was informed of the responsibility to provide the notice and the procedures for doing so. (Notwithstanding the foregoing, the notice must be provided before the end of the first eighteen (18) months of continuation coverage.) The notification must be provided in writing and be mailed to the RHS Plan Administrator at the address identified below. Oral notice, including notice by telephone is not acceptable. Electronic (including emailed or faxed) or hand-delivered notifications are not acceptable. Your notification must be postmarked no later than the last day of the sixty (60) day notice period described above. The Plan Administrator will provide the notification requirements upon request.

**Election Rights.** When a qualifying event occurs, or when the COBRA Administrator is notified that a qualifying event has occurred in the case of those events in which the employee has an obligation to provide notice, the COBRA Administrator must notify the qualified beneficiaries of the right to elect continuation coverage. Each qualified beneficiary has an independent right to elect continuation coverage. Employees and spouses (if the spouse is a qualified beneficiary) may elect continuation coverage on behalf of all qualified beneficiaries and parents may elect continuation coverage on behalf of their children. Furthermore, other third persons can elect continuation coverage on behalf of a qualified beneficiary.

**Please Note:** Qualified beneficiaries who are entitled to elect COBRA may do so even if they are covered by Medicare effective on or before the date on which COBRA is elected. However, as discussed in more detail below, a qualified beneficiary's COBRA coverage will terminate automatically if he or she first becomes covered by Medicare effective after the date on which COBRA is elected.

**Cost.** A person electing continuation coverage may have to pay all or part of the cost of continuation coverage. You will receive additional information regarding the cost requirements following the occurrence of a qualifying event. The amount charged cannot exceed 102% of the cost to the RHS Plan of providing the coverage. The amount may be increased to 150% for the months after the eighteenth (18<sup>th</sup>) month of continuation coverage when the additional months are due to a disability under the Social Security Act. Payment is generally due monthly. Payment is considered "made" on the date sent.

**More Information:** The Employer administers its own COBRA responsibilities. The Employer has hired a third party to administer COBRA. All questions, notices, and other communications regarding COBRA and the RHS Plan should be directed to:

Bloomfield Township  
4200 Telegraph Road, PO Box 489  
Bloomfield Hills, MI 48303

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

## **5.2 What if I just want to spend down my account?**

Following termination of employment, the RHS Plan allows you to spend down the balance of your RHS Plan account if you choose to continue to access your account in lieu of COBRA continuation coverage. If you choose to spend down your account, you may generally continue to submit claims for eligible Health Care Expenses until the date the account balance reaches zero.

Upon your death, your surviving Spouse and Dependents will be allowed to spend down the balance of your RHS Plan account if they choose to continue to access your account in lieu of COBRA continuation coverage. If they choose to spend down your account, your surviving Spouse and Dependents may generally continue to submit claims for eligible Health Care Expenses until the account balance reaches zero. (See Section 3.9 regarding other situations in which such access may terminate.)

## **5.3 What are my continuation rights under USERRA?**

USERRA requires all employers to offer employees and their families (spouse and/or dependent children) the opportunity to pay for a temporary extension of health coverage (called "U-continuation coverage") at group rates where health coverage under employer-sponsored group health plan(s) would otherwise end because of the employee's service in the uniformed services. For more information, contact the Plan Administrator.

**More Information:** For information about USERRA, you may contact the District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

# **ARTICLE VI. FAMILY AND MEDICAL LEAVE ACT OF 1993**

## **Family and Medical Leave Act of 1993 ("FMLA")**

The Family and Medical Leave Act of 1993 ("FMLA") imposes certain obligations on employers with fifty (50) or more employees. Should your Employer have more than fifty (50) employees, this RHS Plan (including the component plans) shall be administered in a manner consistent with the FMLA and the Employer's FMLA Policy required thereunder. If your Employer is subject to FMLA, then you should be provided with a complete explanation of FMLA rights and responsibilities. Contact your Employer if you have questions about FMLA.

Also note that the **Newborns' and Mothers' Health Protection Act ("NMHPA")** applies to the RHS Plan. Under NMHPA, group health plans and health insurance issuers generally may not 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 caesarian 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 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). Contact the Plan Administrator if you have questions about NMHPA and its application to this RHS Plan.

## **ARTICLE VII. YOUR RIGHTS**

### **COBRA and HIPAA Rights.**

As a Participant in the Plan you may be entitled to continue health coverage for yourself, your spouse or your dependents if there is a loss in coverage under the RHS Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the RHS Plan on the rules governing your COBRA continuation coverage rights.

**Small Employer Exception:** The Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") requires most employers with *twenty (20) or more employees* to offer employees and their families (spouse and/or dependent children) the opportunity to pay for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where health coverage under employer sponsored group health plan(s) would otherwise end. However, your Employer is currently too small in size for COBRA coverage to apply.

### **Assistance with Your Questions.**

If you have any questions about the RHS Plan, you should contact the RHS Plan Administrator. If you have any questions about this statement or about your rights under ERISA (as applicable) or HIPAA, or if you need assistance in obtaining documents from the RHS Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

**RHS Plan Administrator:** Your Employer is the RHS Plan Administrator. Aviben is the Claims Administrator and acts as your Employer's designee. All notices and other communication should be directed to:

Educators Benefit Consultants, LLC. DBA: Aviben  
1995 E. Rum River Drive S.  
Cambridge, MN 55008  
Phone number: 888-507-6053

## ADMINISTRATIVE INFORMATION

**Plan:**

Plan Name:	Charter Township of Bloomfield Retirement Health Savings Plan
Plan Type:	Retiree-Only Health Reimbursement Arrangement – NON ERISA
Plan Number:	
Plan Year (Start to End)	April 1 to March 31
<b>Effective Date of Plan</b>	April 1, 2018
<b>Date of this SPD</b>	February 10, 2021

**Employer & Plan Administrator:**

Name:	Charter Township of Bloomfield
Address:	4200 Telegraph Road, PO Box 489
City, State Zip:	Bloomfield Hills, MI 48303
Phone Number:	Phone: 248-433-7712 Fax: 248-594-2831
EIN:	38-6000242
Contact Person:	Elizabeth Parrott, HR and Benefits Manager

**Agent for Service of Legal Process:**

Name:	Elizabeth Parrott, HR and Benefits Manager
Address:	4200 Telegraph Road, PO Box 489
City, State Zip:	Bloomfield Hills, MI 48303
Phone/Fax Number:	Phone: 248-433-7712 Fax: 248-594-2831

**Claims Administrator:**

Name:	Educators Benefit Consultants, LLC. DBA: Aviben
Address:	1995 E. Rum River Drive S.
City, State Zip:	Cambridge, MN, 55008
Phone Number:	Toll-Free 888-507-6053 Metro: 763-552-6053
Fax Number:	763-552-6055

**Directed Trustees:**

Name:	Matrix Trust
Address:	717 17 <sup>th</sup> St, Ste 1300
City, State Zip:	Denver, CO 80202
Phone Number:	1-877-610-3822

**ATTACHMENT “E”**  
**Defined Benefit Pension Plan**

**January 1, 2013**

**Summary Plan Description  
for  
Township of Bloomfield  
Retirement Income Plan**

**Employer Identification Number: 38-6000242**

**Plan Number: 001**

This is only a summary intended to familiarize you with the major provisions of the Plan. You should read this summary closely. If you have any questions and before you make any important decisions based on your understanding of the Plan from this summary, you should contact the Plan Administrator.

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## INTRODUCTION

Like so many other important events in life, retirement has a way of getting here sooner than we expect. That's why it's never too early to start planning for those years when you no longer have a regular paycheck.

Where will the money come from to support a secure retirement? Social Security, designed to provide for the basic necessities of life, will be one source of income. Both you and your employer contribute to Social Security during your working years. Another major source will be your own savings -- money that you set aside specifically for retirement in vehicles such as bank accounts, individual retirement accounts, and savings bonds.

We're pleased to tell you that a third source will be the Township of Bloomfield Retirement Income Plan (called the "Plan" throughout this booklet). This valuable benefit, funded by you and by Township of Bloomfield (called the "Employer" throughout this booklet), is intended to supplement Social Security and your personal savings in meeting your post-retirement needs. Subject to the Plan's terms and conditions, the Plan offers you:

- A monthly Plan Benefit for life starting at your Normal Retirement Date
- Optional early retirement once you've satisfied the applicable requirements
- The right to future Plan Benefits you have earned under the Plan -- whether or not you continue to work for the Employer
- Survivor Plan Benefits for your Spouse or another Beneficiary, even if you die before you retire
- A choice of ways to receive your monthly Plan Benefit, to help you better plan for your later years

Since the Plan Benefits provided by the Plan play a key role in your future financial security, we urge you to read this summarized description of the Plan carefully. This description summarizes the Plan in effect on January 1, 2013 and updates and replaces any prior descriptions. Employees whose employment terminated before January 1, 2013 may be subject to different Plan provisions.

Please remember, however, that this information is only an overview of the Plan's important provisions. Full details can be found in the legal Plan document which is available for your review in the Bloomfield Township Office during regular business hours. You should consult the Plan document itself if you have any questions about the Plan or your Plan Benefits that are not answered by this booklet.

If you would like your own copy of the Plan document, you may obtain a copy by writing to the Plan Administrator whose location is listed in this booklet's section entitled "Getting Your Questions Answered". There may be a small charge for this service.

## PLAN HIGHLIGHTS

### WHO IS COVERED

You are covered under the Plan if you are employed in a covered class. Generally, the covered class under the Plan is any employee of the Employer who is any employee of the Employer who is customarily employed for more than 32 hours per week and for more than 5 months per year and who is in one of the following categories:

Division 000 - General Administrative Employees.  
Division 001 - Library Employees.  
Division 002 Fire Department Bargaining Members.  
Division 003 Police Department Civilian.  
Division 004 Police Department Command Officers.  
Division 005 Police Department Bargaining Members.  
Division 006 Bloomfield Village Police.  
Division 007 - Fire Department Command Officers.

### WHEN YOU CAN RETIRE

- Your Normal Retirement Date is determined in accordance with your Division Schedule; however in no event will your Normal Retirement Date be later than age 65.
- Early Retirement Date: You may retire before your Normal Retirement Date if you have reached age 50 and are 100% vested in your benefit.
- Late Retirement Date: generally, any time after your Normal Retirement Date

### PLAN BENEFIT PAYMENT OPTIONS

The Plan offers you a choice of different forms of payment to meet your needs and those of your Beneficiaries:

- Single Life Annuity
- Qualified Joint and Survivor Annuity
- Joint and Survivor Annuity (sometimes called Contingent Pensioner Option)

### SURVIVOR PLAN BENEFITS

In addition to those payment options which provide a Survivor Plan Benefit in the event of your death after your Annuity Starting Date, the Plan offers a Preretirement Spouse Benefit if you have a Spouse or a survivor benefit for a Beneficiary if you do not have a Spouse and you die *before* your Annuity Starting Date.

## **WHEN AND HOW YOU BECOME A PARTICIPANT**

If you are already a Participant in the Plan on the day before January 1, 2013, you will continue as a Participant until you are no longer in a class of employees covered under the Plan.

If you were not a Participant on the day before January 1, 2013 you will not become a Participant on or after January 1, 2013. Plan participation is closed to new employees and rehired employees on the dates below:

- Employees hired under Divisions 000 and 003 as of June 1, 2005;
- Employees hired under Divisions 004 and 005 as of June 7, 2006;
- Employees hired under Divisions 002 and 007 as of June 18, 2008;
- Employees hired under Divisions 001 as of January 1, 2013.

In the event that you transfer from one Division to another, your Plan Benefit will be determined by applying the specific provisions applicable to the Division under which you are covered at the time your employment ceases. In no event, will your benefit be less than what you would have received in accordance with the terms (at the time of your transfer) of the Plan applicable to the Division you transferred out of and based on your Final Earnings and Credited Service at the time of your transfer.

## **DIVISION SCHEDULE**

With respect to each Division covered under the Plan, the term "Division Schedule" shall refer to the specific provisions and definitions contained in the appropriate schedule for that Division as outlined at the end of this booklet.

## **YOUR SERVICE**

The term Servicer refers to your years of employment with Township of Bloomfield used to determine your eligibility to receive a Plan Benefit.

Although you earn a Plan Benefit while you are covered by the Plan, you are not entitled to that Plan Benefit until you become vested. To be vested simply means that you have earned a non-forfeitable right to your Plan Benefit.

## **How You EARN SERVICE**

You earn Service from the date you are hired until your Severance Date (the earlier of the date your employment terminates or the date you are absent from work for 12 months). Service is credited in whole years and full months.

Any interruption in your active employment may be considered an interruption in your Service and is called a Break in Service. Breaks in Service can impact previously earned Service if you terminate employment and later return to active employment.

## **ABSENCES THAT QUALIFY AS SERVICE FOR VESTING PURPOSES**

The following absences are still counted as Service for purposes of determining your vested interest:

- absence after your Service ends if you return to work within a year.
- an authorized leave of absence up to two years, if you return to employment when your leave is over. If you don't return, Service won't be counted after the first 12 months of leave.
- absence because of active duty with the Armed Forces of the United States, provided you apply to return to active employment after you are eligible for release from active duty.
- absence due to disability while you are receiving payroll checks from the Township or receiving disability benefits in accordance with the terms of your Division Schedule.

Periods of time during which you were eligible to contribute and elected not to contribute are NOT counted as Service.

## **YOUR CREDITED SERVICE**

Credited Service is the portion of your employment with the Employer that is used in calculating the amount of your Plan Benefit. The amount of your Credited Service may differ from your Service.

## **How You EARN CREDITED SERVICE**

Credited Service consists of the whole years and full months you have been employed regardless of the number of hours worked. Credited Service includes all periods of employment except the following:

- Periods of employment after you are eligible for participation in the Plan, but during which you do not make contributions.
- Service before August 1, 1961, if you were not a Participant on that date.
- Service while you are receiving disability benefits, unless otherwise specified in your Division Schedule.

## **YOUR EARNINGS**

The term "Earnings" means your basic compensation received from the Township of Bloomfield including longevity payments, but excluding overtime payments, commissions, bonuses and any other additional compensation unless specifically indicated in your Division Schedule.

The term "Rate of Earnings" means your basic rate of compensation received from the Township of Bloomfield determined as of each May 1. Unless specified in your Division Schedule, your Rate of Earnings but does not include any other form of additional pay that you may receive.

The yearly amount of Earnings that may be used in determining your Plan Benefit cannot exceed the limit imposed by the federal government. The government increased the annual maximum compensation that can be considered for plan purposes from \$170,000 to \$200,000 in 2002. This limit is subject to future cost of living adjustments, and was increased to \$255,000 in 2013.

The term Average Annual Earnings (or "Final Earnings") is defined in your Division Schedule.

## **HOW YOUR PLAN BENEFIT IS CALCULATED**

### **NORMAL RETIREMENT BENEFIT**

If you are a Participant and retire on or after your Normal Retirement Date, your Plan Benefit will be determined as outlined in your Division Schedule.

Your Normal Retirement Date is determined in accordance with your Division Schedule; however in no event will your Normal Retirement Date be later than age 65.

If you retire on your Normal Retirement Date, your Plan Benefit will begin on the first day of the month on or after that date. As an alternative, you may remain employed beyond your Normal Retirement Date and continue to accrue Credited Service

### **EARLY RETIREMENT BENEFIT**

You may retire before your Normal Retirement Date if you have reached age 50 and are 100% vested. Thus, your Early Retirement Date can be any date after you are age 50 and before your Normal Retirement Date. Your Early Retirement Benefit payments may begin as early as the first day of the month following the month you actually cease employment. However, payments must begin no later than your Normal Retirement Date.

The Early Retirement Benefit calculation is basically the same as the Normal Retirement Benefit calculation, but includes adjustments made by an Early Commencement Factor. The Early Commencement Factor, based on the age at which you start to receive benefit

payments, reduces your monthly Plan Benefit to account for the additional years during which you'll receive payments.

### **Early Commencement Factor For Early Retirees**

Your monthly Plan Benefit is reduced by .5% for each month that your Annuity Starting Date precedes your Normal Retirement Date.

### **LATE RETIREMENT BENEFIT**

If you continue to work after your Normal Retirement Date, the day on which you finally do retire is called your Late Retirement Date. Generally, you continue to earn benefits under the Plan as long as you are employed.

Your Plan Benefit will begin on the first day of the month coinciding with or next following the calendar month in which you actually cease employment.

### **WHEN YOU TERMINATE EMPLOYMENT**

The Plan provides a retirement benefit for Participants who terminate employment with the Township before they are eligible to retire, provided they are vested. To be vested is to have earned a non-forfeitable right to a portion or all of your Accrued Plan Benefit.

The amount of Plan Benefit to which you are entitled is called your Vested Plan Benefit.

Your Vested Plan Benefit will be a percentage of the Plan Benefit described under the heading "*Normal Retirement*". The percentage applicable to your benefit is taken from the vesting schedule shown below.

*If you are a Participant under Division 004 or Division 005, the following **Vesting Schedule** applies to you.*

<b>Years of Service</b>	<b>Vested Interest</b>
less than 10	0%
10 or more	100%

*If you are a Participant under Divisions 000, 001, 002, 003, 006, or 007, the following **Vesting Schedule** applies to you.*

<b>Years of Service</b>	<b>Vested Interest</b>
less than 8	0%
8 or more	100%

## **Payment of Your Vested Plan Benefit**

Unless your Vested Plan Benefit is cashed out as described in "Cashouts" below, it will be paid beginning on your Normal Retirement Date.

Instead of waiting until your Normal Retirement Date to begin receiving benefit payments, you may choose to start receiving your Vested Plan Benefit the first day of any month after you reach age 50.

If you do choose to begin receiving your Vested Plan Benefit before your Normal Retirement Date, your Vested Plan Benefit will be adjusted by an Early Commencement Factor (see the information under the heading "*Early Commencement Factor For Early Retirees*").

### **Cashouts**

If the present value of your Vested Plan Benefit is greater than \$5,000, payment of your Vested Plan Benefit will begin on your Normal Retirement Date (or earlier if you are eligible and elect to start payments early). If it is less than \$5,000, it will be paid out in a single sum cash payment (see "*Single Sum Cash Payment*" below) as soon as administratively practicable following your termination of employment.

## **SINGLE SUM CASH PAYMENT**

### **WHEN THE VALUE OF YOUR PLAN BENEFIT IS \$5,000 OR LESS**

If the value of your Vested Plan Benefit is \$5,000 or less you will automatically receive your Vested Plan Benefit in a single sum cash payment. You may elect to receive such payment at any time after your employment terminates. The single sum payment will be equal to the full value of your Vested Plan Benefit at that time. You cannot elect another form of payment. Please refer to the section "*Direct Rollover Distributions*" for important information regarding single sum cash payments.

Similarly, if the value of the Survivor Plan Benefit payable to your Spouse or other Beneficiary is \$5,000 or less, payment may be made in a single sum cash payment as soon as administratively practicable following your death.

### **TAX TREATMENT**

If you terminate employment before being eligible to retire and receive a single sum cash payment of your Plan Benefit, your Plan Benefit may be subject to both ordinary income tax and a 10% additional tax. However, the 10% additional tax will **not** apply to taxable Plan Benefit payments that are:

- Made after you reach age 59 1/2; or

- Made to your Beneficiary when you die; or
- Used to pay unreimbursed medical expenses for you or your dependent in excess of 7.5% of your adjusted gross income as reported on your Form 1040 federal tax return; or
- Made under the terms of a Qualified Domestic Relations Order.

The taxable Plan Benefit is the amount left after your own contributions are disregarded. You already paid taxes on your own contributions at the time you contributed them to the Plan, so they are not taxable now. The Plan Administrator will provide you with information regarding the tax consequences of your distribution, when it is made. However, you should consult your own tax advisor for more complete information regarding your own situation. For the most current tax information, pick up a free copy of IRS Publication 575 "Pension and Annuity Income" at your local IRS office.

## **DIRECT ROLLOVER DISTRIBUTIONS**

If you receive your Plan Benefit in a single sum cash payment, you may choose to have all or part of such payment rolled over to another qualified plan that accepts rollovers, a tax-sheltered annuity under Code Section 403(b) that accepts rollovers, a deferred compensation plan under Code Section 457(b) maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or to an IRA (including a Roth IRA). The portion of your Plan Benefit that is directly rolled over will be exempt from the mandatory 20% tax withholding rules that are otherwise applicable to single sum cash payments.

If your Spouse or other Beneficiary receives payment of a Survivor Plan Benefit in a single sum, he or she may also be eligible to have all or part of such payment directly rolled over to another eligible plan or IRA. Generally, your Spouse (as defined under Federal law) or a former Spouse who is an alternate payee under a qualified domestic relations order may roll over an eligible distribution to an IRA (including a Roth IRA) or to any other eligible plan, as described above. Your non-Spouse Beneficiary (who is your designated beneficiary under IRS rules) may also elect a direct rollover. However, he or she may only direct a rollover to an IRA (including a Roth IRA). The IRA must be identified as an inherited IRA and is subject to special distribution rules.

The Plan Administrator will provide you with more detailed information as to how to elect a direct rollover. However, for more information as to the tax consequences related to single sum cash payments that are not directly rolled over to a qualified defined contribution plan or IRA, you should consult your own tax advisor.

## EMPLOYEE CONTRIBUTIONS

After you join the Plan, each year you contribute to the Plan in the amount shown in your Division Schedule.

The balance needed for your accrued Plan Benefit is contributed by the Township of Bloomfield (referred to as Employer contributions).

Upon termination of employment, the following special rules apply to the amount of your employee contributions. You may choose either Option 1 or Option 2:

Option 1--Elect to receive a cash refund of your total employee contributions, with credited interest as provided in the Plan. ***However, if you elect this option, you'll lose all your Plan Benefit attributable to your Employer's contributions;***

Option 2--Leave your employee contributions in the Plan to provide a Plan Benefit beginning on the first day of the month on or after your early or Normal Retirement Date. If you are 100% vested in your Employer's contributions, you will receive Plan a Benefit based on your employee contributions **and** your Employer's contributions.

If you are later re-employed and had elected Option 1, you may return your cash refund, plus interest, within one year after re-employment and have your years of Credited Service re-instated.

In any event, if you choose Option 2, you will always be provided with a minimum benefit equal to the amount that can be provided by your employee contributions.

If the present value of your Vested Plan Benefit \$5,000 or less, your Vested Plan Benefit be paid as a single cash payment at the time you terminate employment if you elect to receive this payment at this time. If you receive such a payment, you will not have a right to any further benefit under the Plan unless you are later rehired and earn additional benefits under the Plan.

## FORMS OF BENEFIT PAYMENT

If the value of your Vested Plan Benefit is \$5,000 or less at the time you retire, your Plan Benefit will be distributed in a single sum cash payment. If, however, the value of your Vested Plan Benefit is over \$5,000, distribution of your Plan Benefit will automatically take the form of an Annuity.

An Annuity is the payment of a benefit in equal installments, usually monthly, over a period of time. The amount of these installments is usually based on life expectancy. You may choose among several different Annuity arrangements. Depending on your choice, you can even provide a lifetime monthly income to your Spouse or another Beneficiary if you die after your Annuity Starting Date.

## **NORMAL FORM OF PAYMENT**

If you are married, payment will be made on the "joint and survivor" basis. This provides a benefit for you and your Spouse, so long as he or she is the same person to whom you are married at your Annuity Starting Date. Your benefit will be paid to you as long as you live. If you die after your Annuity Starting Date, your Spouse will receive a lifetime income equal to 50% of what you were receiving when you died.

If after you and your Spouse die the total amount of Plan Benefits paid to you and your Spouse is less than the value of your required employee contributions, plus interest, on your Annuity Starting Date, your designated Beneficiary will receive the remaining amount at the time of the death of you or your Spouse, whoever survives longer. However, if the total amount of Plan Benefits paid to you and your Spouse before death is more than the value of your required employee contributions, plus interest, on your Annuity Starting Date, your designated Beneficiary will not receive any payment.

The Plan Administrator will give you information about the joint and survivor benefit and your other retirement options before your benefit payments begin. If you don't want the joint and survivor coverage, you must notify the Plan Administrator in writing before your Annuity Starting Date.

If you are not married, your Plan Benefit will be paid to you in a level amount as long as you live. However, if after you die the total amount of Plan Benefits paid to you is less than the value of your required employee contributions, plus interest, on your Annuity Starting Date, your designated Beneficiary will receive the remaining amount at the time of your death. If the total amount of Plan Benefits paid to you before your death is more than the value of your required employee contributions, plus interest, your designated Beneficiary will not receive any payment.

## **OTHER PAYMENT OPTIONS**

The Plan also offers additional payment options which may suit your needs better than the normal forms just described.

### **JOINT AND SURVIVOR ANNUITY**

The Joint and Survivor Annuity (sometimes called the "Contingent Pensioner Option" )will provide you with reduced monthly payments for life but, at your death after your Annuity Starting Date, payments will continue to your primary Beneficiary (any person you choose) for as long as that person lives. These payments may be 100%, 66 2/3% or 50% of your reduced Plan Benefit.

If after you and your primary Beneficiary die the total amount of Plan Benefits paid to you and your primary Beneficiary is less than the value of your required employee contributions, plus interest, on your Annuity Starting Date, your designated secondary Beneficiary will receive the remaining amount at the time of the death of you or your primary Beneficiary,

whoever survives longer. However, if the total amount of Plan Benefits paid to you and your primary Beneficiary before death is more than the value of your required employee contributions, plus interest, on your Annuity Starting Date, your designated secondary Beneficiary will not receive any payment.

## **ELECTING YOUR FORM OF BENEFIT PAYMENT**

### **TIMING**

Generally, you will receive information from the Plan Administrator regarding your retirement payment options, and when you wish to commence payment before your Annuity Starting Date.

*Once your payments begin, your election is final and cannot be changed.*

## **PRERETIREMENT SPOUSE BENEFIT**

### **SPOUSAL BENEFITS BEFORE YOUR ANNUITY STARTING DATE**

If you have a Spouse and you die before your Annuity Starting Date, your Spouse may be eligible to receive the Preretirement Spouse Benefit which provides financial support to your Spouse if you die before your Annuity Starting Date.

### **ELIGIBILITY CRITERIA FOR THE PRERETIREMENT SPOUSE BENEFIT**

Your Spouse will be eligible to receive a Preretirement Spouse Benefit if you meet all the conditions described in (1) or (2) below.

(1) Your Spouse will be eligible for benefits if you die and:

- You were vested and had at least one hour of service on and after the effective date shown in the appropriate Division Schedule, and
- Your Annuity Starting Date has not occurred.

Your spouse will receive 50% of your Vested Plan Benefit (based on your years of Credited Service to your date of death). However, if your Spouse is more than 10 years younger than you, the percentage of your Vested Plan Benefit will be reduced by 2% for each full year by which your Spouse is younger than you.

**Note:** If you are a Participant in either Division 001 or 006, your Spouse is eligible for this benefit only if you were eligible for an early retirement benefit at the time of your death **and** if your termination of employment had not occurred.

(2) Your Spouse will be eligible for the enhanced benefits if you die and:

- You were an active employee,
- Your Annuity Starting Date has not occurred, and
- You had met the requirements for early retirement on the date of your death.

Your Spouse will receive 100% of your Vest Plan Benefit you would have received on your date of death, reduced by actuarial factors which consider, among other things, your age and the age of your Spouse. However, this benefit will be calculated *without* adjustment by the Early Commencement Factor for early commencement. (This benefit is sometimes referred to as the “100% surviving spouse option”).

When your Spouse dies, your designated Beneficiary will receive a refund of the remainder, if any, of the amount of your contributions to the Plan, with interest, on your date of death.

If you are married but not eligible for one of the benefits described above and die before your Annuity Starting Date, your Spouse will receive the amount of your contributions to the Plan, with interest.

The *Preretirement Spouse Benefit* payments described in (1) or (2) above will start on the first day of the month following your death. This *Preretirement Spouse Benefit* coverage is paid for by the Township of Bloomfield.

## NON-SPOUSE SURVIVOR BENEFIT

If you do not have a Spouse and you die before your Annuity Starting Date, your designated Beneficiary will receive a non-Spouse Survivor Benefit if you were vested and had at least one hour of service on and after the effective date shown in the appropriate Division Schedule.

Essentially, your Beneficiary will receive the same payments he or she would have received as your Spouse under one of the Preretirement Spouse Benefits described above. The benefit must commence within 12-months of your date of death.

If the total non-Spouse Survivor Benefit paid to your primary Beneficiary at the time of his or her death is less than the amount of your contributions to the Plan, with interest, on your date of death, your secondary Beneficiary will receive a refund of the remaining amount in a single sum payment.

In the event no Beneficiary is named or there are multiple beneficiaries, it will be assumed that the Beneficiary is the same age and no reduction will apply. In addition, if the preceding sentence is true, this benefit will be paid as a lump sum.

**Note:** If you are a Participant in either Division 001 or 006, your Beneficiary is not eligible for non-Spouse Survivor Benefits described above. Your Beneficiary will receive a refund of your employee contributions, plus interest, instead.

## **IF YOU BECOME DISABLED**

If you become disabled while actively employed, and you are eligible for benefits from your Employer's disability program, you will continue to receive Service (for vesting) while you are collecting these disability benefits. However, you may not receive Credited Service (for benefit purposes) during this period unless you meet certain criteria.

If you are an employee in Division 002, 004, 005, or 007, see your Division Schedule for additional information on disability benefits.

## **COST OF LIVING BENEFIT**

This benefit helps your Plan Benefit payments keep up with inflation. After you retire, you will receive a cost-of-living adjustment to your monthly payments on such dates as may be determined by the Plan Administrator.

If you are currently receiving retirement income because you retired between April 1, 2002 and March 31, 2005 under Divisions 002 or 007, you (or your surviving spouse or other payee) will continue to receive each January 1 an increase in your annual retirement income.

If you are currently receiving retirement income because you retired between April 1, 2005 and December 30, 2007 under Divisions 002 or 007, you (or your surviving spouse or other payee) will continue to receive each January 1 an increase in your annual retirement

If you retire between April 1, 2005 and March 31, 2009, and you are a Participant in Division 000, 001, 003, or 006, you (or your surviving spouse or other payee) will be eligible as of the January 1 following your retirement and each January 1 thereafter, to receive an increase in your annual retirement income.

If you retire between April 1, 2005 and March 31, 2010, and you are a Participant in Division 004 or 005, you (or your surviving spouse or other payee) will be eligible as of the January 1 following your retirement and each January 1 thereafter, to receive an increase in your annual retirement income.

The annual increase in retirement income will be equal to 1% of the annual retirement income you were receiving on the previous December 31. If you do not retire on a January 1, in the first year that you receive an increase, you will receive a ratable portion of the 1%.

## **SPECIAL RULES APPLICABLE TO PARTICIPANTS WHO DIE DURING MILITARY ABSENCE**

If you are absent from employment with the Employer because of military service and die after December 31, 2006, while performing qualified military service (as defined under the Internal Revenue Code), you will be treated as having returned to employment with the Employer on the day before your death for purposes of determining your Vested Plan Benefit and your Beneficiary's eligibility for a Survivor Plan Benefit. Notwithstanding the foregoing, you will not earn additional benefits with respect to your period of military leave.

## CIRCUMSTANCES THAT MAY AFFECT YOUR PLAN BENEFIT

Here is a summary of some of the more common circumstances which may affect your Plan Benefit, with references to any sections of the booklet, which describe these situations in more depth.

The following conditions may cause your benefit to be denied or reduced:

- If you don't return to work within 12 months of the date your Service ends, it may be a break in service. This could affect the amount of your retirement benefit.
- If you are disabled, your retirement benefit may be based only on the Credited Service you earned before the disability.
- If you withdraw your required employee contributions, you will lose your Plan benefit.
- If you terminate employment before you are vested, you will not be eligible for a Vested Plan Benefit. However, you will receive a Plan Benefit payable to you at Normal Retirement Date based on the amount of your employee contributions, with interest, on your Annuity Starting Date. See the section "*When You Terminate Employment*".
- If the value of your benefit is \$5,000 or less, your benefit may be paid as a single cash payment at the time you terminate employment if you elect to receive this payment at this time. If you receive such a payment, you will not have a right to any further benefit under the Plan unless you are later rehired and earn additional benefits under the Plan.
- The amount of your actual Plan Benefit may not exceed the maximum set by federal law. See the heading "*Legal Limitations And Requirements*".
- If you get divorced, the court may direct that all or part of your benefit be paid to an alternate payee. This alternate payee will generally be your ex-spouse or your children. The Plan Administrator will notify you upon receiving such an order and will tell you what effect it has on your benefit.

The above circumstances will not affect the benefit due from your required employee contributions, unless you elect a refund of your required employee contributions.

## **RECEIVING YOUR PLAN BENEFIT**

### **APPLYING FOR YOUR BENEFIT**

You or your Beneficiary will need to complete a benefit claim form available from the Plan Administrator. This form will allow the Plan Administrator to calculate your benefit and begin to process it.

### **PAYMENT OF YOUR BENEFIT**

If your claim for benefits is approved, payments will be mailed to you monthly. Again, if the value of your Vested Plan Benefit is \$5,000 or less, payment will be made in a single sum cash payment.

### **IF YOUR APPLICATION IS DENIED**

If your claim is denied, the Plan Administrator will notify you in writing within 90 days after receiving your claim. The notice will state the following:

- the specific reason(s) for denial;
- the Plan provisions that support the denial;
- additional information needed to complete your claim request;
- explain why this information is needed; and
- tell you what to do if you want to have the claim denial reviewed.

### **REQUESTING A REVIEW OF THE DENIAL**

You have 60 days after the denial date to make a written request for review. If you wish, you (or your representative) may review the appropriate Plan documents, and submit written information supporting your claim to the Plan Administrator or other person (fiduciary) responsible for reviewing denied claims.

The Plan Administrator or fiduciary will give you a written decision of the review of your denied claim within 60 days. This will tell you the specific reasons for the decision and state the Plan provisions on which the decision is based.

**IMPORTANT NOTE:** The 90 and 60-day periods mentioned above may be extended if there are special circumstances. You will be informed in writing of the extension before the end of the 90 (or 60) days. The extension notice will state the special circumstances requiring an extension of time and the date by which you may expect a decision. In no event will a 90-day period be extended beyond another 90 days, or the 60-day period be extended beyond another 60 days.

## GETTING YOUR QUESTIONS ANSWERED

The Plan Administrator is Township of Bloomfield. The Plan Administrator is responsible for administration of the Plan. In addition to administering the Plan, the Plan Administrator is responsible for benefit information and the Plan's adherence to legal requirements. Service of legal process may be made upon the Plan Administrator. The Plan Administrator may be contacted at:

- Address: 4200 Telegraph Road; P.O. Box 489  
Bloomfield Hills, MI 48304-0489
- Phone number: (248) 433-7700

## ADDITIONAL INFORMATION

- Plan Name: Township of Bloomfield Retirement Income Plan
- Effective Date: The Plan was established effective August 1, 1961 and most recently revised effective January 1, 2013.
- Plan Year: The Plan Year is the 12-month period ending on each December 31st.
- Recordkeeping Period: Records for the Plan are kept on a Plan Year basis.
- Plan Sponsor: Township of Bloomfield  
4200 Telegraph Road; P.O. Box 489  
Bloomfield Hills, MI 48304-0489
- Phone number: (248) 433-7700
- Plan Sponsor's EIN: 38-6000242
- Plan Number: 001
- Type Of Plan: This is a defined benefit pension plan. Under a defined benefit plan, your retirement benefit is earned over the period of your covered employment and the amount of your retirement benefit is determined by a formula that is defined in the plan document. Ongoing contributions to provide this benefit to you are made to a fund held by Prudential Retirement Insurance and Annuity Company. The amount of the contribution is actuarially determined.

- Type Of Administration: Contract Administration. Plan assets are held in a group annuity contract issued by Prudential Retirement Insurance and Annuity Company, P.O. Box 2975, Hartford, CT 06104. The Plan Administrator is responsible for administering the contract.
- Plan Costs: Both you and the Township of Bloomfield share the cost of your Plan Benefit.

## **CONTINUATION OF THE PLAN**

While the Employer fully intends to continue the Plan indefinitely, it does reserve the right to modify, suspend or terminate the Plan at any time. However, no modification, suspension or termination of the Plan may reduce any Plan Benefits you have already accrued.

Should the Plan be terminated, you will not earn any additional benefits, but you will be 100% vested in your Accrued Plan Benefit at the time of the Plan's termination. The assets of the Plan will be allocated to provide all Accrued Plan Benefits and meet any other legal requirements. After such allocation is completed, any remaining assets will be paid to the Employer.

Assets are allocated to provide Accrued Plan Benefits according to a schedule mandated by law.

*DIVISION SCHEDULE 000*

General Administrative

Effective as of June 1, 2005

In accordance with and subject to the terms of the Plan, the following definitions and provisions apply to Division 000 Participants who have not terminated, died or retired prior to June 1, 2005. Such definitions and provisions shall remain effective during the period from June 1, 2005 to the date preceding the effective date of an amended Division 000 Schedule.

1. Definitions:

Average Annual Earnings (or Final Earnings) - the highest average Rate of Earnings as of any three consecutive Earnings Computation Periods (May 1's) during the last ten years before your Annuity Starting Date (Retirement Date); or if Service ceases more than three years before Normal Retirement Date, the term Average Annual Earnings means the average Rate of Earnings as of the last three May 1's before Service ceases.

If less than three years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

Normal Retirement Date- for benefit eligibility and vesting purposes, the day on which you attain age 52 and have completed 8 years of Service, or the date you complete 30 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such date.

2. Normal Retirement Benefit:

Effective June 1, 2005, 2.85% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 90% of your Average Annual Earnings.

3. Yearly Amount of Participant's Contributions:

June 1, 2005, 2% of your Earnings

4. Preretirement Death Benefit Coverage

The preretirement death benefit coverage if you do not have a Spouse, as outlined in the section entitled "*Non-Spouse Survivor Benefit*", is effective April 1, 1996.

## *DIVISION SCHEDULE 001*

Library

Effective as of April 1, 1996

The following definitions and provisions shall apply to Division 001 Participants who have not terminated, died or retired prior to April 1, 1996. Such definitions and provisions shall remain effective during the period from April 1, 1996 to the date preceding the effective date of an amended Division 001 Schedule.

1. Definitions:

Average Annual Earnings (or Final Earnings) - the highest average Rate of Earnings as of any five consecutive Earnings Computation Periods (May 1's) during the last ten years before your Annuity Starting Date (Retirement Date); or if Service ceases more than five years before Normal Retirement Date, the term Average Annual Earnings means the average Rate of Earnings as of the last five May 1's before Service ceases.

If less than five years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

Normal Retirement Date - for benefit eligibility and vesting purposes, the day on which you attain age 55 and have completed 8 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. Normal Retirement Benefit:

2.1% of your Average Annual Earnings multiplied by the number of your years of Credited Service.

3. Yearly Amount of Participant's Contributions:

5% of your Earnings

## ***DIVISION SCHEDULE 002***

Fire Department Bargaining Members

Effective as of March 25, 2000

The following definitions and provisions shall apply to Division 002 Participants who have not terminated, died or retired prior to March 25, 2000. Such definitions and provisions shall remain effective during the period from March 25, 2000 to the date preceding the effective date of an amended Division 002 Schedule.

1. **Definitions:**

Average Annual Earnings (or Final Earnings) - the highest average Rate of Earnings as of any three Earnings Computation Periods (May 1's) during the last ten years before your Annuity Starting Date (Retirement Date); or if Service ceases more than three years before Normal Retirement Date, the term Final Earnings means the average Rate of Earnings as of the last three May 1's before Service ceases.

If less than three years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

Normal Retirement Date - for benefit eligibility and vesting purposes, the day on which you attain age 52 and have completed 8 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. **Normal Retirement Benefit:**

2.75% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 80% of your Average Annual Earnings.

3. **Yearly Amount of Participant's Contributions:**

1% of your Earnings

4. **Preretirement Death Benefit Coverage**

The preretirement death benefit coverage if you do not have a Spouse, as outlined in the section entitled "*Non-Spouse Survivor Benefit*", is effective December 18, 1996.

5. **Disability**

For the purposes of calculating the retirement benefit described in (a) or (b) below, a fire department employee will be considered disabled only if because of injury or

sickness he is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education and experience.

The determination of whether the employee meets the definition of disability will be made by a doctor selected by the Employer. The individual will be subject to reexamination annually for the first five years of disability and every third year thereafter by a doctor designated by the Employer.

a. Duty Disability Benefit-

The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service from employment date to the earlier of the date you are no longer considered disabled or Normal Retirement Date. Final Earnings will be equal to the Rate of Earnings immediately prior to disablement, adjusted by the increases negotiated for your job classification between the date of disablement and the earlier of the date you are no longer disabled, or your Normal Retirement Date.

b. Non-Duty Disability Benefit-

The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service and Final Earnings as of your date of disablement.

## **DIVISION SCHEDULE 003**

Police Department Civilian

Effective as of June 1, 2005

The following definitions and provisions shall apply to Division 003 Participants who have not terminated, died or retired prior to June 1, 2005. Such definitions and provisions shall remain effective during the period from June 1, 2005 to the date preceding the effective date of an amended Division 003 Schedule.

1. **Definitions:**

Average Annual Earnings (or Final Earnings) - the highest average Rate of Earnings as of any three consecutive Earnings Computation Periods (May 1's) during the last ten years before your Annuity Starting Date (Retirement Date); or if Service ceases more than three years before Normal Retirement Date, the term Average Annual Earnings means the average Rate of Earnings as of the last three May 1's before Service ceases.

If less than three years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

Normal Retirement Date- for benefit eligibility and vesting purposes, the day on which you attain age 52 and have completed 8 years of Service, or the date you complete 30 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. **Normal Retirement Benefit:**

Effective June 1, 2005, 2.85% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 90% of your Average Annual Earnings.

3. **Yearly Amount of Participant's Contributions:**

Effective June 1, 2005, 2% of your Earnings

4. **Preretirement Death Benefit Coverage**

The preretirement death benefit coverage if you do not have a Spouse, as outlined in the section entitled "*Non-Spouse Survivor Benefit*", is effective April 1, 1996.

## ***DIVISION SCHEDULE 004***

Police Department Command Officers

Effective as of June 7, 2006

The following definitions and provisions shall apply to Division 004 Participants who have not terminated, died or retired prior to June 7, 2006. Such definitions and provisions shall remain effective during the period from June 7, 2006 to the date preceding the effective date of an amended Division 004 Schedule.

1. **Definitions:**

**Average Annual Earnings (or Final Earnings)** - the highest average Rate of Earnings for three Earnings Computation Periods May 1's) before your Annuity Starting Date (Retirement Date); or if Service ceases more than three years before Normal Retirement Date, the term Average Annual means the average Rate of Earnings as of the last three May 1's before Service ceases.

If less than three years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

**Normal Retirement Date**- for benefit eligibility and vesting purposes, the day on which you attain age 52 and have completed 10 years of Service or the date you attain age 50 and have 25 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. **Normal Retirement Benefit:**

Effective May 30, 2003 through June 6, 2006, 2.85% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 90% of your Final Earnings.

Effective on and after June 7, 2006, 3% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 90% of your Final Earnings.

3. **Yearly Amount of Participant's Contributions:**

Effective June 7, 2006, 3.5% of your Earnings

4. **Preretirement Death Benefit Coverage**

The preretirement death benefit coverage if you do not have a Spouse, as outlined in the section entitled "*Non-Spouse Survivor Benefit*", is effective July 2, 1996.

5. **Disability**

For the purposes of calculating the retirement benefit described in (a) or (b) below, an officer will be considered disabled only if because of injury or sickness he is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education and experience.

The determination of whether an officer meets the definition of disability will be made by a doctor selected by the Employer. The individual will be subject to reexamination annually for the first five years of disability and every third year thereafter by a doctor designated by the Employer.

a. **Duty Disability Benefit-**

The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service from employment date to the earlier of the date you are no longer considered disabled or Normal Retirement Date. Final Earnings will be equal to the Rate of Earnings immediately prior to disablement adjusted by the increases negotiated for your job classification between the date of disablement and the earlier of the date you are no longer disabled, or your Normal Retirement Date.

b. **Non-Duty Disability Benefit-**

The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service and Final Earnings as of your date of disablement.

## **DIVISION SCHEDULE 005**

Police Department Bargaining Members

Effective as of June 7, 2006

The following definitions and provisions shall apply to Division 005 Participants who have not terminated, died or retired prior to June 7, 2006. Such definitions and provisions shall remain effective during the period from June 7, 2006 to the date preceding the effective date of an amended Division 005 Schedule.

1. **Definitions:**

**Earnings/ Rate of Earnings-** the Earnings/ Rate of Earnings definitions **no longer** includes Holiday Pay as defined in the Collective Bargaining Agreement dated April 1, 1990 through March 31, 1993.

**Average Annual Earnings (or Final Earnings)** - the highest average Rate of Earnings as of any three Earnings Computation Periods (May 1's) before your Annuity Starting Date (Retirement Date); or if Service ceases more than three years before Normal Retirement Date, the term Average Annual Earnings means the highest average Rate of Earnings as of any three May 1's before Service ceases.

If less than three years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

**Normal Retirement Date-** effective June 7, 2006, for benefit eligibility and vesting purposes, the earlier of the day on which you attain age 52 and have completed 10 years of Service or the date on which you attain age 50 and have completed 25 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. **Normal Retirement Benefit:**

Effective June 23, 2003 through June 6, 2006, 2.85% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 85% of your Average Annual Earnings.

Effective on and after June 7, 2006, 3% of your Average Annual Earnings multiplied by the number of your years of Credited Service ;provided, however, the yearly amount of your retirement income will not exceed 85% of your Average Annual Earnings.

3. **Yearly Amount of Participant's Contributions:**

Effective June 7, 2006, 3.5% of your Earnings

4. Preretirement Death Benefit Coverage

The preretirement death benefit coverage if you do not have a Spouse, as outlined in the section entitled "*Non-Spouse Survivor Benefit*", is effective June 3, 1996.

5. Disability

For the purposes of calculating the retirement benefit described in (a) or (b) below, an officer will be considered disabled only if because of injury or sickness he is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education and experience.

The determination of whether an officer meets the definition of disability will be made by a doctor selected by the Employer. The individual will be subject to reexamination annually for the first five years of disability and every third year thereafter by a doctor designated by the Employer.

a. Duty Disability Benefit

The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service from employment date to the earlier of the date you are no longer considered disabled or Normal Retirement Date. Final Earnings will be equal to the Rate of Earnings immediately prior to disablement adjusted by the increases negotiated for your job classification between the date of disablement and the earlier of the date you are no longer disabled, or your Normal Retirement Date.

b. Non-Duty Disability Benefit

The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service and Final Earnings as of your date of disablement.

## ***DIVISION SCHEDULE 006***

Bloomfield Village Police

Effective as of April 1, 1996

The following definitions and provisions shall apply to Division 006 Participants who have not terminated, died or retired prior to April 1, 1996. Such definitions and provisions shall remain effective during the period from April 1, 1996 to the date preceding the effective date of an amended Division 006 Schedule.

1. Definitions:

Average Annual Earnings (or Final Earnings) - the highest average Rate of Earnings as of any five consecutive Earnings Computation Periods (May 1's) during the last ten years before your Retirement Date; or if Service ceases more than five years before Normal Retirement Date, the term Average Annual Earnings means the average Rate of Earnings as of the last five May 1's before Service ceases.

If less than five years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

Normal Retirement Date - for benefit eligibility and vesting purposes, the day on which you attain age 55 and have completed 10 years of Service, or the day on which you attain age 60 and have completed 8 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. Normal Retirement Benefit:

2.1% of your Average Annual Earnings multiplied by the number of your years of Credited Service.

3. Yearly Amount of Participant's Contributions:

5% of your Earnings

## **DIVISION SCHEDULE 007**

Fire Department Command Officers

Effective as of March 25, 2000

The following definitions and provisions shall apply to Division 007 Participants who have not terminated, died or retired prior to March 25, 2000. Such definitions and provisions shall remain effective during the period from March 25, 2000 to the date preceding the effective date of an amended Division 007 Schedule.

1. Definitions:

Average Annual Earnings (or Final Earnings) - the highest average Rate of Earnings as of any three Earnings Computation Periods (May 1's) before your Retirement Date; or if Service ceases more than three years before Normal Retirement Date, the term Average Annual Earnings means the average Rate of Earnings as of the last three May 1's before Service ceases.

If less than three years of Rates of Earnings are available, the average will be determined using the Rates of Earnings that are available.

Normal Retirement Date - for benefit eligibility and vesting purposes, the day on which you attain age 52 and have completed 8 years of Service. For all other purposes, Normal Retirement Date is the first day of the month coinciding with or next following such day.

2. Normal Retirement Benefit:

Effective March 25, 2000, 2.75% of your Average Annual Earnings multiplied by the number of your years of Credited Service; provided, however, the yearly amount of your retirement income will not exceed 80% of your Average Annual Earnings.

Yearly Amount of Participant's Contributions:

1% of your Earnings

3. Preretirement Death Benefit Coverage

The preretirement death benefit coverage if you do not have a Spouse, as outlined in the section entitled "*Non-Spouse Survivor Benefit*", is effective December 18, 1996.

4. Disability

For the purposes of calculating the retirement benefit described in (a) or (b) below, an officer will be considered disabled only if because of injury or sickness he is unable to perform the essential duties of any occupation for which he or she is or may reasonably become qualified for based upon his or her training, education and experience.

The determination of whether an officer meets the definition of disability will be made by a doctor selected by the Employer. The individual will be subject to reexamination annually for the first five years of disability and every third year thereafter by a doctor designated by the Employer.

a. Duty Disability Benefit-

The yearly amount of retirement income payable on account of a duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service from employment date to the earlier of the date you are no longer considered disabled or Normal Retirement Date. Final Earnings will be equal to the Rate of Earnings immediately prior to disablement adjusted by the increases negotiated for your job classification between the date of disablement and the earlier of the date you are no longer disabled, or your Normal Retirement Date.

b. Non-Duty Disability Benefit-

The yearly amount of retirement income payable on account of a non-duty disability will be equal to that calculated in accordance with the section entitled *Normal Retirement Benefit* using Credited Service and Final Earnings as of your date of disablement.

**ATTACHMENT “F”**  
**Defined Contribution 401(a) Plan**

**CHARTER TOWNSHIP OF BLOOMFIELD 401(A) PLAN AND TRUST**

**SUMMARY OF PLAN PROVISIONS**

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## CHARTER TOWNSHIP OF BLOOMFIELD 401(A) PLAN AND TRUST

### SUMMARY OF PLAN PROVISIONS

#### INTRODUCTION TO YOUR PLAN

##### **What kind of Plan is this?**

Charter Township of Bloomfield 401(a) Plan and Trust ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of qualified retirement plan. Generally you are not taxed on the amounts we contribute to the Plan until you withdraw these amounts from the Plan.

##### **What information does this Summary provide?**

This Summary of Plan Provisions contains information regarding your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this summary to get a better understanding of your rights and obligations under the Plan.

If you have any questions about the Plan, please contact the Administrator or other plan representative. The Administrator is responsible for responding to questions and making determinations related to the administration, interpretation, and application of the Plan. The name and address of the Administrator can be found at the end of this summary in the Article entitled "General Information About the Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language and is designed to comply with applicable legal requirements. If the non-technical language in this summary conflicts with the language of the Plan document, then the Plan document always governs.

The Plan and your rights under the Plan are subject to various laws, including the Internal Revenue Code. The provisions of the Plan are subject to revision due to a change in laws. Your Employer may also amend or terminate this Plan.

**Types of Contributions.** The Plan includes provisions for the following types of contributions:

- Employer nonelective contributions
- Mandatory employee contributions
- Employee rollover contributions

### ARTICLE I PARTICIPATION IN THE PLAN

##### **How do I participate in the Plan?**

Provided you are not an Excluded Employee, you may begin participating under the Plan once you have satisfied the eligibility requirements and reached your "Entry Date." The following describes the eligibility requirements and Entry Dates that apply. You should contact the Administrator if you have questions about the timing of your Plan participation.

**Excluded Employees.** If you are a member of a class of employees identified below, you are an Excluded Employee and you are not entitled to participate in the Plan. The Excluded Employees are:

- certain nonresident aliens who have no earned income from sources within the United States
- leased employees
- independent contractors
- temporary
- casual employees
- any employee who has retired under the Retirement System of the Charter Township of Bloomfield
- employees for whom the Township pays less than 30% of all compensation for the year received by the employee from all governmental units of the State of Michigan, including the State of Michigan. Only those Employees of the Charter Township of Bloomfield hired on or after April 1, 2005 and only those Employees of the Bloomfield Township Library hired on or after April 2, 2011, may become Participants in the Plan. Bargained Employees shall become eligible as provided for in the applicable Collective Bargaining Agreement in effect with the Township.

**Eligibility Conditions.** You will be eligible to participate in the Plan when you have satisfied the following eligibility condition(s). However, you will actually become a Participant in the Plan once you reach the Entry Date as described below.

- attainment of age 21.
- completion of 1 month of service.

**Entry Date.** Your Entry Date will be the first day of the month coinciding with or next following the date you satisfy the eligibility requirements.

#### **What happens if I'm a participant, terminate employment and then I'm rehired?**

If you are no longer a participant because you terminated employment, and you are rehired, then you will be able to participate in the Plan on your date of rehire provided you are otherwise eligible to participate in the Plan.

## **ARTICLE II EMPLOYEE CONTRIBUTIONS**

#### **What are rollover contributions?**

**Rollover contributions.** At the discretion of the Administrator, if you are a Participant who is currently employed or an Eligible Employee, you may be permitted to deposit into the Plan distributions you have received from other retirement plans and certain IRAs. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Trustee of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account" (see the Article in this summary entitled "Vesting"). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" only when you are otherwise entitled to a distribution under the Plan. See "When can I get money out of the Plan?"

#### **What are mandatory employee contributions?**

**Mandatory contributions.** As a condition of employment, you must agree to contribute 3.5% of Compensation if you are part of the Police Patrol Union or Police Command Union.

The mandatory employee contribution does not apply to dispatchers, dispatch supervisor, or police captains.

Fire Union Employees must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from 1% to 3.5% of Compensation to the Plan.

All other employees are not required to make contributions to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you contribute to the Plan.

**Withdrawal of mandatory contributions.** You may not withdraw required contributions prior to your termination of employment.

**Treatment as Employer contributions.** The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

## **ARTICLE III EMPLOYER CONTRIBUTIONS**

This Article describes Employer contributions that will be made to the Plan.

#### **What is the Employer nonelective contribution and how is it allocated?**

**Nonelective contribution.** Your Employer will contribute 14% of each Participants' Base Compensation for each Plan Year for those Participants in the Police Command Union, except for Participants occupying the positions of either Captain or Dispatch Supervisor which

shall receive a contribution of 10%. 14% of each Participants' Base Compensation for each Plan Year for those Participants in the Police Patrol Union, except for Participants occupying the position of Dispatcher which shall receive a contribution of 10%. 14% of each Participants' Base Compensation for each Plan Year for those Participants in the Fire Union. 10% of each Participants' Base Compensation for each Plan Year for all other Bloomfield Township Participants, Bloomfield Township Library Participants, and Bloomfield Township Elected Official Participants.

**Allocation conditions.** You will always share in the nonelective contribution regardless of the amount of service you complete during the Plan Year.

#### **What are forfeitures and how are they allocated?**

**Definition of forfeitures.** In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be "vested" in (entitled to) all of the contributions until you have been employed with the Employer for a specified period of time (see the Article entitled "Vesting"). If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture.

**Allocation of forfeitures.** The Employer may use forfeitures to pay Plan expenses or to reduce amounts otherwise required to be contributed to the Plan. In some cases, remaining forfeitures will be used to reduce Employer contributions.

### **ARTICLE IV COMPENSATION AND ACCOUNT BALANCE**

#### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year.

**Adjustments to compensation.** The following adjustments to compensation will be made:

- Compensation is intended to include only Participants' base wages or base salary and would exclude any overtime pay, buyouts or sick, personal or vacation days, bonuses or any other non-earned income
- compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - compensation for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential) or other similar payments that would have been made to you had you continued employment

#### **Is there a limit on the amount of compensation which can be considered?**

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2022 is \$305,000. After 2022, the dollar limit may increase for cost-of-living adjustments.

#### **Is there a limit on how much can be contributed to my account each year?**

Generally, the law imposes a maximum limit on the amount of contributions that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2022, this total cannot exceed the lesser of \$61,000 or 100% of your annual compensation. After 2022, the dollar limit may increase for cost-of-living adjustments.

#### **How is the money in the Plan invested?**

**Participant directed investments.** You will be able to direct the investment of your entire interest in the Plan. The Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You need to follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your applicable Plan accounts, then your accounts will be invested in accordance with the default investment alternatives established under the Plan.

**Earnings or losses.** When you direct investments, your accounts are segregated for purposes of determining the earnings or losses on these investments. Your account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well

as losses can occur and your Employer, the Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

#### **Will Plan expenses be deducted from my account balance?**

**Expenses allocated to all accounts.** The Plan permits the payment of Plan expenses to be made from the Plan's assets. The method of allocating the expenses depends on the nature of the expense itself. For example, certain administrative (or recordkeeping) expenses would typically be allocated proportionately to each participant. If the Plan pays \$1,000 in expenses and there are 100 participants, your account balance would be charged \$10 (\$1,000/100) of the expense.

**Terminated employee.** After you terminate employment, your Employer reserves the right to charge your account for your pro rata share of the Plan's administration expenses, regardless of whether your Employer pays some of these expenses on behalf of current employees.

**Expenses allocated to individual accounts.** There are certain other expenses that may be paid just from your account. These are expenses that are specifically incurred by, or attributable to, you. For example, if you are married and get divorced, the Plan may incur additional expenses if a court mandates that a portion of your account be paid to your ex-spouse. These additional expenses may be paid directly from your account (and not the accounts of other participants) because they are directly attributable to you under the Plan. The Administrator can inform you when there will be a charge (or charges) directly to your account.

Your Employer may, from time to time, change the manner in which expenses are allocated.

## **ARTICLE V VESTING**

#### **What is my vested interest in my account?**

In order to reward employees who remain employed with the Employer for a long period of time, the law permits a "vesting schedule" to be applied to certain contributions that your Employer makes to the Plan. This means that you will not be entitled ("vested") in all of the contributions until you have been employed with the Employer for a specified period of time.

**100% vested contributions.** You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- mandatory employee contributions
- rollover contributions
- pick up

**Vesting schedules.** Your "vested percentage" for certain Employer contributions is based on vesting Years of Service. This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

#### **Employer Contributions**

Your "vested percentage" in your account attributable to Employer contributions is determined under the following schedule. You will always, however, be 100% vested in these contributions if you are employed on or after your Normal Retirement Age.

Years of Service	Vesting Schedule	
	Nonelective Contributions	Percentage
3		25%
5		50%
7		100%

**Pre-Amendment Schedule.** However, the vesting schedule in the Plan has been amended. If you have completed 3 Years of Service with your Employer as of the expiration of the election period, you may elect to have your "vested percentage" determined under the pre-amendment vesting schedule. Your election period will commence on the adoption date of the amendment changing vesting and will end 60 days after the later of (a) the adoption date of the amendment, (b) the effective date of the amendment, or (c) the date you receive written notice of the amendment from your Employer or Administrator. However, if the vesting pre-amendment vesting schedule below applies to any Participants, then the schedules above under "Vesting schedules" will only apply to Participants (even if not an Employee) in the Plan on or after April 1, 2020.

## **Special Vesting Provisions**

- For eligible Participants hired on or after January 1, 2008, the following vesting schedule shall apply to Plan employer contributions: Less than 3 years - 0%; 3 or more - 100%. For those eligible Participants hired before January 1, 2008, the following vesting schedule shall apply to Plan employer contributions: Less than 4 - 0%; 4 or more - 100%. Employees hired on or after April 1, 2020 classified by the Employer as "Police Command Union (POLC)", "Police Patrol Union (POLC)", "DPW Foreman and Supervisor Union (GELC)", "DPW Maintenance Employees Union (GELC)", "Department Head and Deputy Union (GELC)", "General Employees Union (GELC)", "Fire Union (IAFF)", "Water and Sewer Union (AFSCME)", "Library" and "Other non-union individuals who are full-time and qualify for this benefit" will be subject to the following vesting schedule: 0-2 Years of Service - 0%, 3 Years of Service - 25%, 5 Years of Service - 50%, 7 Years of Service - 100%. Employees hired on or after April 1, 2020 classified by the Employer as "Elected Officials" will remain on the 3-year cliff vesting schedule.

### **How is my service determined for vesting purposes?**

**Year of Service.** To earn a Year of Service, you must be credited with at least 1,000 Hours of Service during a Plan Year. The Plan contains specific rules for crediting Hours of Service for vesting purposes. The Administrator will track your service and will credit you with a Year of Service for each Plan Year in which you are credited with the required Hours of Service, in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Administrator.

**Hour of Service.** You will be credited with your actual Hours of Service for:

- (a) each hour for which you are directly or indirectly compensated by the Employer for the performance of duties during the Plan Year;
- (b) each hour for which you are directly or indirectly compensated by the Employer for reasons other than the performance of duties (such as vacation, holidays, sickness, disability, lay-off, military duty, jury duty or leave of absence during the Plan Year); and
- (c) each hour for back pay awarded or agreed to by the Employer.

You will not be credited for the same Hours of Service both under (a) or (b), as the case may be, and under (c). For Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) the monthly equivalency method (190 hours per month) will be used.

### **What service is counted for vesting purposes?**

**Service with the Employer.** In calculating your vested percentage, all service you perform for the Employer will generally be counted.

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Administrator for further details.

### **When will the non-vested portion of my account balance be forfeited?**

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

- (a) of the distribution of your vested account balance, or
- (b) when you incur five consecutive 1-year Breaks in Service.

## **ARTICLE VI** **BENEFITS AND DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT**

### **When can I get money out of the Plan?**

You may receive a distribution of the vested portion of some or all of your accounts in the Plan for the following reasons:

- termination of employment for reasons other than death, disability or retirement
- normal retirement
- disability
- death

This Plan is designed to provide you with retirement benefits. However, distributions are permitted if you die or become disabled. In addition, certain payments are permitted when you terminate employment for any other reason. The rules under which you can receive a distribution are described in this Article. The rules regarding the payment of death benefits to your beneficiary are described in "Benefits and Distributions Upon Death."

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

**Distributions for deemed severance of employment.** If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for distribution purposes. This means that you may request a distribution from the Plan.

### **What happens if I terminate employment before death, disability or retirement?**

If your employment terminates for reasons other than normal retirement, you will be entitled to receive only the "vested percentage" of your account balance.

If your vested account balance exceeds \$5,000, you may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment.

If your vested account balance does not exceed \$5,000, a distribution of your vested account balance may be made to you as soon as administratively feasible following your termination of employment. However, if the value of your vested account balance does not exceed \$1,000, the distribution will be made to you regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these amounts will be paid.)

**Treatment of rollovers for consent to distribution.** In determining if the value of your vested account balance exceeds the \$1,000 threshold described above used to determine whether you must consent to a distribution, your rollover account will be considered as part of your benefit.

**Treatment of rollovers for timing of payments.** In determining whether the \$5,000 threshold described above for timing of payments has been exceeded, amounts in your rollover account will be considered as part of your benefit.

### **What happens if I terminate employment at Normal Retirement Date?**

**Normal Retirement Date.** You will attain your Normal Retirement Age when you reach age 52. However, if you are a public safety employee (as defined in the Internal Revenue Code) then your Normal Retirement Age is 52. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Normal Retirement Date.** You will attain your Normal Retirement Age when 52. Your Normal Retirement Date is the date on which you attain your Normal Retirement Age.

**Payment of benefits.** You will become 100% vested in all of your accounts under the Plan if you retire on or after your Normal Retirement Age. However, the actual payment of benefits generally will not begin until you have terminated employment and reached your Normal Retirement Date. In such event, a distribution will be made, at your election, as soon as administratively feasible. If you remain employed past your Normal Retirement Date, you may generally defer the receipt of benefits until you actually terminate employment. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

### **What happens if I terminate employment due to disability?**

**Definition of disability.** Under the Plan, disability is defined as determination by the SSA that the Participant is disabled for purposes of determining federal Social Security benefits. Notwithstanding anything to the contrary herein and with respect to Participants who are covered by a collective bargaining agreement with the Township as part of either the Police Patrol Union, Police Command Union or Fire Union, except for dispatchers, dispatch supervisor, and police captains ("Designated Participants"), a Designated Participant who becomes permanently and totally disabled (as defined in Section 22(e)(3) of the code) while an Employee shall be deemed to receive, after becoming permanently and totally disabled, Compensation equal to the Compensation the Designated Participant would have received if the Designated Participant were paid at the rate of Compensation paid to such Designated Participant immediately before becoming permanently and totally disabled or, if greater, at the rate of Compensation to which such Designated Participant would have been entitled if still employed continuously from the date of such permanent and total disability and paid at the rate prescribed in the appropriate collective bargaining agreement ("Deemed Compensation"). Such Deemed Compensation shall continue, for a Designated Participant who was a Fire Employee at the onset of such permanent and total disability, until the later of (i) the date the Designated Participant attains age 52 or (ii) the date the Designated Participant completes 8 Years of Service or, for a Designated Participant who was a Police Employee at the onset of such permanent and total disability, until the earlier to occur of (1) the later of (i) the date on which the Designated Participant completes 10 Years of Service or (2) the later of (i) the date on which the Designated Participant attains age 50 , or (ii) the date the Designated Participant completes 25 Years of Service, in all cases considering such period of permanent and total disability as continuous service.

**Payment of benefits.** If you become disabled while an employee, you will be entitled to your vested account balance under the Plan. Payment of your disability benefits will be made to you as if you had retired. However, if the value of your vested account balance does not exceed \$1,000, then a distribution of your vested account balance will be made to you, regardless of whether you consent to receive it. (See the question entitled "How will my benefits be paid to me?" for an explanation of how these benefits will be paid.)

**How will my benefits be paid to me?**

**Lump-sum distributions.** All distributions from the Plan will be made in a single lump-sum payment. If your vested account balance exceeds \$1,000, you must consent to the distribution before it may be made.

**Delaying distributions.** You may delay the distribution of your vested account balance unless a distribution is required to be made, as explained earlier, because your vested account balance does not exceed \$1,000. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or retire.

**Medium of payment.** Benefits under the Plan will generally be paid to you in cash only.

## **ARTICLE VII** **BENEFITS AND DISTRIBUTIONS UPON DEATH**

**What happens if I die while working for the Employer?**

If you die while still employed by the Employer, then your vested account balance will be used to provide your beneficiary with a death benefit.

**Who is the beneficiary of my death benefit?**

**Beneficiary designation.** You may designate a beneficiary for your death benefit. The designation must be made in accordance with the procedures set forth by the Administrator. You should periodically review your designation to ensure it continues to meet your goals.

**Divorce.** If you have designated your spouse as your beneficiary for all or a part of your death benefit, then upon your divorce, the designation is no longer valid. This means that if you do not select a new beneficiary after your divorce, then you are treated as not having a beneficiary for that portion of the death benefit (unless you have remarried).

**No beneficiary designation.** At the time of your death, if you have not designated a beneficiary or your beneficiary is also not alive, the death benefit will be paid in the following order of priority:

- (a) your surviving spouse
- (b) your children, including adopted children in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs)
- (c) your surviving parents, in equal shares
- (d) your estate

**How will the death benefit be paid to my beneficiary?**

**Lump-sum distributions.** The death benefit will be paid to your beneficiary in a single lump-sum payment.

**When must the last payment be made to my beneficiary?**

The law generally restricts the ability of a retirement plan to be used as a method of retaining money for purposes of your death estate. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

Your death benefit must generally be paid to your beneficiary by the end of the fifth year following the year of your death. However, if your spouse is your designated beneficiary, then your spouse can elect to delay the payment until the year in which you would have attained age 70 1/2.

**What happens if I'm a participant, terminate employment and die before receiving all my benefits?**

If you terminate employment with the Employer and subsequently die, your beneficiary will be entitled to your remaining interest in the Plan at the time of your death.

## ARTICLE VIII TAX TREATMENT OF DISTRIBUTIONS

### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 1/2 could be subject to an additional 10% tax.

### **Can I elect a rollover to reduce or defer tax on my distribution?**

**Rollover or Direct Transfer.** You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** The rollover of all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct transfer option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer. A direct transfer will result in no tax being due until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

**Tax Notice.** WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

## ARTICLE IX PROTECTED BENEFITS AND CLAIMS PROCEDURES

### **Are my benefits protected?**

As a general rule, your interest in your account, including your "vested interest," may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish or otherwise interfere with your benefits under the Plan.

### **Are there any exceptions to the general rule?**

There are three exceptions to this general rule. The Administrator must honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to your spouse, former spouse, children or other dependents. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy that obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

The second exception applies if you are involved with the Plan's operation. If you are found liable for any action that adversely affects the Plan, the Administrator can offset your benefits by the amount that you are ordered or required by a court to pay the Plan. All or a portion of your benefits may be used to satisfy any such obligation to the Plan.

The last exception applies to Federal tax levies and judgments. The Federal government is able to use your interest in the Plan to enforce a Federal tax levy and to collect a judgment resulting from an unpaid tax assessment.

### **Can the Plan be amended?**

Your Employer has the right to amend the Plan at any time. In no event, however, will any amendment authorize or permit any part of the Plan assets to be used for purposes other than the exclusive benefit of participants or their beneficiaries. Additionally, no amendment will cause any reduction in the amount credited to your account.

## **What happens if the Plan is discontinued or terminated?**

Although your Employer intends to maintain the Plan indefinitely, your Employer reserves the right to terminate the Plan at any time. Upon termination, no further contributions will be made to the Plan and all amounts credited to your accounts will become 100% vested. Your Employer will direct the distribution of your accounts in a manner permitted by the Plan as soon as practicable. (See the question entitled "How will my benefits be paid to me?" for a further explanation.) You will be notified if the Plan is terminated.

## **How do I submit a claim for Plan benefits?**

Benefits will generally be paid to you and your beneficiaries without the necessity for formal claims. Contact the Administrator if you are entitled to benefits or if you think an error has been made in determining your benefits. Any such request should be in writing.

If the Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the method or methods of payment, the timing of distributions and other information relevant to the payment of the benefit.

## **What if my benefits are denied?**

Your request for Plan benefits will be considered a claim for Plan benefits, and it will be subject to a full and fair review. If your claim is wholly or partially denied, the Administrator will provide you with notification of the Plan's adverse determination. This written or electronic notification will be provided to you within a reasonable period of time.

# **ARTICLE X**

## **GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information which you may need to know about the Plan. This information has been summarized for you in this Article.

### **Plan Name**

The full name of the Plan is Charter Township of Bloomfield 401(a) Plan and Trust.

### **Plan Effective Dates**

This Plan was originally effective on April 1, 2005. The amended and restated provisions of the Plan become effective on January 1, 2022. However, this restatement was made to conform the Plan to new tax laws and some provisions may be retroactively effective.

### **Other Plan Information**

Valuations of the Plan assets are generally made every business day. Certain distributions are based on the Anniversary Date of the Plan. This date is the last day of the Plan Year.

The Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1st and ends on December 31st.

### **Employer Information**

Your Employer's name, address and identification number are:

Charter Township of Bloomfield  
4200 Telegraph Road  
Bloomfield Hills, Michigan 48303

38-6000242

### **Administrator Information**

The Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.

Your Administrator's name and contact information are:

Charter Township of Bloomfield  
4200 Telegraph Road  
Bloomfield Hills, Michigan 48303

(248) 433-7700

**AMENDMENT NUMBER TWO**  
**CHARTER TOWNSHIP OF BLOOMFIELD 401(A) PLAN AND TRUST**

**SUMMARY OF PLAN PROVISIONS**  
**MATERIAL MODIFICATIONS**

**I**  
**INTRODUCTION**

This is a Summary of Material Modifications regarding the Charter Township of Bloomfield 401(a) Plan and Trust ("Plan"). Unless stated otherwise, the modifications described in this summary are effective as of January 1, 2026. This is merely a summary of the most important changes to the Plan and information contained in the Summary Plan Description ("SPD") previously provided to you. It supplements and amends that SPD so you should retain a copy of this document with your copy of the SPD. If you have any questions, contact the Administrator. If there is any discrepancy between the terms of the Plan, as modified, and this Summary of Material Modifications, the provisions of the Plan will control.

**II**  
**SUMMARY OF CHANGES**

**1. Mandatory Employee Contributions**

As a condition of employment, you must agree to contribute 5% of your compensation to the Plan. You will always be 100% vested (your ownership rights) in any required amounts you elect to contribute to the Plan.

5% of Compensation if you are part of the Police Patrol Union or Police Command Union. The mandatory employee contribution does not apply to dispatchers, dispatch supervisor, or police captains. Fire Union Employees must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan 5% of Compensation to the Plan. All other employees are not required to make contributions to the Plan.

You may not withdraw required contributions prior to your termination of employment.

The mandatory contribution you make is considered, for purposes of federal taxes, to be an Employer contribution (many people refer to these as pick-up contributions because the Employer is picking up the contribution as though it were making the contribution). This means that the mandatory contribution is not subject to federal income taxes, and in most cases, will not be subject to Social Security and Medicare taxes. This summary still refers to these contributions as mandatory employee contributions in order to avoid confusion with respect to other Employer contributions that may be made under the Plan.

**2. Employer Nonelective Contribution**

Your Employer will contribute 20% of each Participants' Base Compensation for each Plan Year for those Participants in the Police Command Union, except for Participants occupying the positions of either Captain or Dispatch Supervisor which shall receive a contribution of 13%. 20% of each Participants' Base Compensation for each Plan Year for those Participants in the Police Patrol Union, except for Participants occupying the position of Dispatcher which shall receive a contribution of 13%. 20% of each Participants' Base Compensation for each Plan Year for those Participants in the Fire Union. 13% of each Participants' Base Compensation for each Plan Year for all other Bloomfield Township Participants, Bloomfield Township Library Participants, and Bloomfield Township Elected Official Participants.

**3. Vesting**

Your "vested percentage" in your account attributable to Employer contributions is determined under the following schedule.

Years of Service	Vesting Schedule Nonelective Contributions	Percentage
5		25%
8		100%

**4. Special Vesting Provisions**

- For eligible Participants hired on or after January 1, 2008, the following vesting schedule shall apply to Plan employer contributions: Less than 3 years - 0%; 3 or more - 100%. For those eligible Participants hired before January 1, 2008, the following vesting schedule shall apply to Plan employer contributions: Less than 4 - 0%; 4 or more - 100%. Employees hired on or after April 1,

2020 classified by the Employer as "Police Command Union (POLC)", "Police Patrol Union (POLC)", "DPW Foreman and Supervisor Union (GELC)", "DPW Maintenance Employees Union (GELC)", "Department Head and Deputy Union (GELC)", "General Employees Union (GELC)", "Fire Union (IAFF)", "Water and Sewer Union (AFSCME)", "Library" and "Other non-union individuals who are full-time and qualify for this benefit" will be subject to the following vesting schedule: 0-2 Years of Service - 0%, 3 Years of Service - 25%, 5 Years of Service - 50%, 7 Years of Service - 100%. Employees hired on or after January 1, 2026 classified by the Employer as "Police Command Union (POLC)", "Police Patrol Union (POLC)", "DPW Foreman and Supervisor Union (GELC)", "DPW Maintenance Employees Union (GELC)", "Department Head and Deputy Union (GELC)", "General Employees Union (GELC)", "Fire Union (IAFF)", "Water and Sewer Union (AFSCME)", "Library" and "Other non-union individuals who are full-time and qualify for this benefit" will be subject to the following vesting schedule: 0-4 Years of Service - 0%, 5 Years of Service - 25%, 8 Years of Service - 100%. Employees hired on or after April 1, 2020 classified by the Employer as "Elected Officials" will remain on the 3-year cliff vesting schedule. Employees hired on or after January 1, 2026 classified by the Employer as "Elected Officials" will remain on the 3-year cliff vesting schedule.

**ATTACHMENT "G"**  
**Life Insurance and AD&D**

AMENDMENT NO. 1

This amendment forms a part of Group Identification No. 147520 001 issued to the Employer/Applicant:

Charter Township of Bloomfield

The entire Summary of Benefits is replaced by the Summary of Benefits attached to this amendment.

The effective date of these changes is July 1, 2009. The changes only apply to deaths and covered losses that occur and disabilities which start on or after the effective date.

The Summary of Benefits' terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine on February 17, 2010.

Unum Life Insurance Company of America

By

A handwritten signature in black ink, appearing to read "An H. T. C."

Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of February 17, 2010.

**YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.**

Charter Township of Bloomfield

By \_\_\_\_\_  
Signature and Title of Officer



**GROUP INSURANCE  
SUMMARY OF BENEFITS  
NON-PARTICIPATING**

---

**IDENTIFICATION NUMBER:** 147520 001

**EFFECTIVE DATE OF  
COVERAGE:** July 1, 2009

**ANNIVERSARY DATE:** July 1

**GOVERNING JURISDICTION:** Maine

**Unum Life Insurance Company of America  
insures the lives of**

**Charter Township of Bloomfield**

**under the  
Select Group Insurance Trust  
Policy No. 292000**

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this Summary of Benefits. Unum makes this promise subject to all of this Summary of Benefits' provisions.

The Employer should read this Summary of Benefits carefully and contact Unum promptly with any questions. This Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

Signed for Unum at Portland, Maine on the Effective Date of Coverage.

President

Secretary

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

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# BENEFITS AT A GLANCE

## LIFE INSURANCE PLAN

This life insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death. The amount your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death according to the terms and provisions of the plan. You also have the opportunity to have coverage for your dependents.

### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** July 1, 2009

### IDENTIFICATION

**NUMBER:** 147520 001

### ELIGIBLE GROUP(S):

All Employees

For retirees, certain terms and conditions in this life insurance plan are affected as follows:

- references to "employee" will read "retiree" as it applies
- references to "active employment" will not apply
- the "life insurance premium waiver" provision will not apply

### MINIMUM HOURS REQUIREMENT:

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

Employees must be working at least 32 hours per week.

### WAITING PERIOD:

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

For employees in an eligible group on or before July 1, 2009: 1 month of continuous active employment

For employees entering an eligible group after July 1, 2009: 1 month of continuous active employment

### REHIRE:

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

### WHO PAYS FOR THE COVERAGE:

#### For You:

Your Employer pays the cost of your coverage.

**For Your Dependents:**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**  
Your Employer pays the cost of your dependent coverage.

**ELIMINATION PERIOD:**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**  
Premium Waiver: 9 months

Disability-based benefits begin the day after Unum approves your claim and the elimination period is completed.

**LIFE INSURANCE BENEFIT:**

**AMOUNT OF LIFE INSURANCE FOR YOU**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Library Employees, Department Head Employees, All Employees not eligible in another group**  
\$50,000

**Village Police Union Employees, Village Fire Employees**  
\$20,000

**Elected Officials**  
\$75,000

On or after November 1, 2005: 50% of your Life Insurance Benefit in effect on the day prior to your reaching age 70.

On or after January 1, 1995 but prior to November 1, 2005: \$35,000

On or after January 1, 1984 but prior to January 1, 1995: \$25,000

**AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU RETIRE**

**Union Fire Retirees, Union Police Retirees, Village Union Police Retirees, Village Fire Retirees, All Retirees, not eligible in another group, with a retirement date prior to April 1, 1993**  
\$6,000

**Union Police Command Office Retirees, Police Captain Retiree, Fire Department Operations Officer Retirees, Library Retirees, All Retirees not eligible in another group, All Retirees, not eligible in another group, with a retirement date April 1, 1993 or later**  
\$8,000

**Department Head Retirees**  
\$15,000

**Retired Elected Officials**  
On or after November 1, 2005: 50% of your Life Insurance Benefit in effect on the day prior to your retirement

On or after January 1, 1995 but

prior to November 1, 2005: \$35,000

On or after January 1, 1984 but prior to January 1, 1995: \$25,000

**Note:** If you are age 70 or older on the day prior to your retirement, your retiree benefit amount is the amount for which you were insured at age 70.

#### AMOUNT OF LIFE INSURANCE AVAILABLE IF YOU BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED

##### **Union Fire Employees, Union Police Employees, Village Police Union Employees, Village Fire Employees**

If you have reached age 70, your amount of life insurance will be:

- \$6,000; or
- \$6,000 if you become insured on or after age 70.

There will be no further increases in your amount of life insurance.

##### **Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Library Employees, All Employees not eligible in another group**

If you have reached age 70, your amount of life insurance will be:

- \$8,000; or
- \$8,000 if you become insured on or after age 70.

There will be no further increases in your amount of life insurance.

##### **Elected Officials**

On or after November 1, 2005: 50% of the Life Insurance Benefit in effect on the day prior to your reaching age 70.

On or after January 1, 1995 but prior to November 1, 2005: \$35,000

On or after January 1, 1984 but prior to January 1, 1995: \$25,000

##### **Department Head Employees**

If you have reached age 70, your amount of life insurance will be:

- \$15,000; or
- \$15,000 if you become insured on or after age 70.

There will be no further increases in your amount of life insurance.

#### AMOUNT OF LIFE INSURANCE FOR YOUR DEPENDENTS

##### **For all Spouse's under age 70**

**Union Fire Employees, Union Police Employees, Village Police Union Employees, Village Fire Employees**  
\$5,000

**Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**  
\$10,000

##### **For all Spouse's age 70 or older:**

No coverage

**Children:**

**Union Fire Employees, Union Police Employees, Village Police Union Employees, Village Fire Employees**

15 days to 6 months:	\$500
6 months to age 19:	\$2,500

**Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

15 days to 6 months:	\$1,000
6 months to age 19:	\$5,000

THE AMOUNT OF LIFE INSURANCE FOR A DEPENDENT WILL NOT BE MORE THAN 100% OF YOUR AMOUNT OF LIFE INSURANCE.

**OTHER FEATURES:**

Accelerated Benefit

Conversion

Portability

Survivor Income Benefit

The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.

## BENEFITS AT A GLANCE

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE PLAN

This accidental death and dismemberment insurance plan provides financial protection for your beneficiary(ies) by paying a benefit in the event of your death or for you in the event of any other covered loss. The amount you or your beneficiary(ies) receive(s) is based on the amount of coverage in effect just prior to the date of your death or any other covered loss according to the terms and provisions of the plan.

#### **EMPLOYER'S ORIGINAL PLAN** **EFFECTIVE DATE:** July 1, 2009

**IDENTIFICATION  
NUMBER:** 147520 001

#### **ELIGIBLE GROUP(S):**

All Employees in active employment in the United States with the Employer

#### **MINIMUM HOURS REQUIREMENT:**

Employees must be working at least 32 hours per week.

#### **WAITING PERIOD:**

For employees in an eligible group on or before July 1, 2009: 1 month of continuous active employment

For employees entering an eligible group after July 1, 2009: 1 month of continuous active employment

#### **REHIRE:**

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other Summary of Benefits' provisions apply.

#### **WHO PAYS FOR THE COVERAGE:**

Your Employer pays the cost of your coverage.

**ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT:**

**AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT (AD&D) INSURANCE FOR YOU  
(FULL AMOUNT)**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees,  
Police Captain Employees, Fire Department Operations Officer Employees**  
\$50,000

**Village Police Union Employees, Village Fire Employees, Library Employees**  
\$20,000

**Elected Officials**  
\$75,000

**Department Head Employees**  
\$40,000

**All Employees not eligible in another group**  
\$25,000

**AMOUNT OF ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE AVAILABLE IF YOU  
BECOME INSURED AT CERTAIN AGES OR HAVE REACHED CERTAIN AGES WHILE INSURED**

**Union Fire Employees, Union Police Employees, Village Police Union Employees, Village Fire  
Employees**

If you have reached age 70, your amount of AD&D insurance will be:

- \$6,000; or
- \$6,000 if you become insured on or after age 70.

There will be no further increases in your amount of AD&D insurance.

**Union Police in Command Office Employees, Police Captain Employees, Fire Department  
Operations Officer Employees, Library Employees, All Employees not eligible in another  
group**

If you have reached age 70, your amount of AD&D insurance will be:

- \$8,000; or
- \$8,000 if you become insured on or after age 70.

There will be no further increases in your amount of AD&D insurance.

**Department Head Employees**

If you have reached age 70, your amount of AD&D insurance will be:

- \$15,000; or
- \$15,000 if you become insured on or after age 70.

**Elected Officials**

On or after November 1, 2005: 50% of the AD&D Insurance Benefit in effect on the day prior to your reaching age 70.

On or after January 1, 1995 but prior to November 1, 2005: \$35,000

On or after January 1, 1984 but prior to January 1, 1995: \$25,000

**REPATRIATION BENEFIT FOR YOU**

Maximum Benefit Amount:

Up to \$5,000

The Repatriation Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Repatriation Benefit, your accidental death benefit must be paid first.

### **SEATBELT(S) AND AIR BAG BENEFIT FOR YOU**

Benefit Amount:

Seatbelt(s): 10% of the Full Amount of your accidental death and dismemberment insurance benefit.

Air Bag: 5% of the Full Amount of your accidental death and dismemberment insurance benefit.

Maximum Benefit Payment:

Seatbelt(s): \$25,000

Air bag: \$5,000

The Seatbelt(s) and Air Bag Benefit is separate from any accidental death and dismemberment benefit which may be payable. To receive the Seatbelt(s) and Air Bag Benefit, your accidental death benefit must be paid first.

### **EDUCATION BENEFIT**

#### Each Qualified Child

Benefit Amount per Academic Year for which a Qualified Child is enrolled:

6% of the Full Amount of the employee's accidental death and dismemberment insurance to a maximum of \$6,000.

Maximum Benefit Payments:

4 per lifetime

Maximum Benefit Amount:

\$24,000

Maximum Benefit Period:

6 years from the date the first benefit payment has been made.

The Education Benefit is separate from any accidental death and dismemberment benefit which may be payable. In order for your Qualified Child to receive the Education Benefit, your accidental death benefit must be paid first.

### **EXPOSURE AND DISAPPEARANCE BENEFIT FOR YOU**

Maximum Benefit Amount: The Full Amount

### **SOME LOSSES MAY NOT BE COVERED UNDER THIS PLAN.**

### **OTHER FEATURES:**

Portability

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.**

## **CLAIM INFORMATION**

### **LIFE INSURANCE**

#### **WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on your disability, written notice and proof of claim must be sent no later than 90 days after the end of the elimination period.

If a claim is based on death, written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within these time limits, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of the request, send Unum written proof of claim without waiting for the form.

If you have a disability, you must notify us immediately when you return to work in any capacity, regardless of whether you are working for your Employer.

**Union Fire Retirees, Union Police Retirees, Village Union Police Retirees, Village Fire Retirees, All Retirees not eligible in another group with a retirement date prior to April 1, 1993, Union Police Command Office Retirees, Police Captain Retiree, Fire Department Operations Officer Retirees, Library Retirees, All Retirees not eligible in another group with a retirement date of April 1, 1993, or later, Department Head Retirees, Retired Elected Officials**

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on death, written notice and proof of claim must be sent no later than 90 days after the date of death.

If it is not possible to give proof within this time limit, it must be given no later than 1 year after the proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized

representative does not receive the form from Unum within 15 days of the request, send Unum written proof of claim without waiting for the form.

### **HOW DO YOU FILE A CLAIM FOR A DISABILITY?**

You or your authorized representative, and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

### **WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?**

If your claim is based on your disability, your proof of claim, provided at your expense, must show:

- that you are under the **regular care** of a **physician**;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation or any gainful occupation; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of a request by us.

If claim is based on death, proof of claim, provided at your or your authorized representative's expense, must show the cause of death. Also a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim or proof of continuing disability. Unum will deny your claim if the appropriate information is not submitted.

### **WHEN CAN UNUM REQUEST AN AUTOPSY?**

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

### **HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (Beneficiary Designation)**

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your life insurance. You may change your beneficiary at any time by filing a form approved by Unum with your Employer. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies

before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children;
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

In addition, if you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse should name a beneficiary according to the requirements specified above for you.

## **HOW WILL UNUM MAKE PAYMENTS?**

If your or your dependent's life claim is at least \$10,000, Unum will make available to the beneficiary a **retained asset account** (the Unum Security Account).

Payment for the life claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the life claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, you or your beneficiary may request the life claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

If you do not survive your spouse, and dependent life coverage is continued, then your surviving spouse's death claim will be paid to your surviving spouse's beneficiary.

All other benefits will be paid to you.

## **WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?**

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

## **WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR LIFE INSURANCE? (Assignability Rights)**

The rights provided to you by the plan for life insurance are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

## CLAIM INFORMATION

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

#### **WHEN DO YOU OR YOUR AUTHORIZED REPRESENTATIVE NOTIFY UNUM OF A CLAIM?**

We encourage you or your authorized representative to notify us as soon as possible, so that a claim decision can be made in a timely manner.

If a claim is based on death or other covered loss, written notice and proof of claim must be sent no later than 90 days after the date of death or the date of any other covered loss.

If a claim is based on the Education Benefit, written notice and proof of claim must be sent no later than 60 days after the date of your death.

If it is not possible to give proof within these time limits, it must be given no later than 1 year after the time proof is required as specified above. These time limits will not apply during any period you or your authorized representative lacks the legal capacity to give us proof of claim.

The claim form is available from your Employer, or you or your authorized representative can request a claim form from us. If you or your authorized representative does not receive the form from Unum within 15 days of your request, send Unum written proof of claim without waiting for the form.

#### **HOW DO YOU FILE A CLAIM FOR A COVERED LOSS?**

You or your authorized representative and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

#### **WHAT INFORMATION IS NEEDED AS PROOF OF CLAIM?**

If claim is based on death or other covered loss, proof of claim for death or covered loss, provided at your or your authorized representative's expense, must show:

- the cause of death or covered loss;
- the extent of the covered loss;
- the date of covered loss; and
- the name and address of any **hospital or institution** where treatment was received, including all attending **physicians**.

Also, in case of death, a certified copy of the death certificate must be given to us.

In some cases, you will be required to give Unum authorization to obtain additional medical and non-medical information as part of your proof of claim. Unum will deny your claim if the appropriate information is not submitted.

If a claim is based on the Education Benefit, proof of claim, provided at your authorized representative's expense, must show:

- the date of enrollment of your qualified child in an accredited post-secondary institution of higher learning;
- the name of the institution;
- a list of courses for the current academic term; and
- the number of credit hours for the current academic term.

### **WHEN CAN UNUM REQUEST AN AUTOPSY?**

In the case of death, Unum will have the right and opportunity to request an autopsy where not forbidden by law.

### **HOW DO YOU DESIGNATE OR CHANGE A BENEFICIARY? (*Beneficiary Designation*)**

At the time you become insured, you should name a beneficiary on your enrollment form for your death benefits under your accidental death and dismemberment insurance. You may change your beneficiary at any time by filing a form approved by Unum with your Employer. The new beneficiary designation will be effective as of the date you sign that form. However, if we have taken any action or made any payment before your Employer receives that form, that change will not go into effect.

It is important that you name a beneficiary and keep your designation current. If more than one beneficiary is named and you do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before you, or the share of a beneficiary who is disqualified, will pass to any surviving beneficiaries in the order you designated.

If you do not name a beneficiary, or if all named beneficiaries do not survive you, or if your named beneficiary is disqualified, your death benefit will be paid to your estate.

Instead of making a death payment to your estate, Unum has the right to make payment to the first surviving family members of the family members in the order listed below:

- spouse;
- child or children;
- mother or father; or
- sisters or brothers.

If we are to make payments to a beneficiary who lacks the legal capacity to give us a release, Unum may pay up to \$2,000 to the person or institution that appears to have assumed the custody and main support of the beneficiary. This payment made in good faith satisfies Unum's legal duty to the extent of that payment and Unum will not have to make payment again.

Also, at Unum's option, we may pay up to \$1,000 to the person or persons who, in our opinion, have incurred expenses for your last sickness and death.

## **HOW WILL UNUM MAKE PAYMENTS?**

If your accidental death or dismemberment claim is at least \$10,000 Unum will make available to you or your beneficiary a **retained asset account** (the Unum Security Account).

Payment for the accidental death or dismemberment claim may be accessed by writing a draft in a single sum or drafts in smaller sums. The funds for the draft or drafts are fully guaranteed by Unum.

If the accidental death or dismemberment claim is less than \$10,000, Unum will pay it in one lump sum to you or your beneficiary.

Also, your beneficiary may request the accidental death claim to be paid according to one of Unum's other settlement options. This request must be in writing in order to be paid under Unum's other settlement options.

The Education Benefit will be paid to your qualified child or the qualified child's legal representative.

All other benefits will be paid to you.

## **WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?**

Unum has the right to recover any overpayments due to:

- fraud; and
- any error Unum makes in processing a claim.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

## **WHAT ARE YOUR ASSIGNABILITY RIGHTS FOR THE DEATH BENEFITS UNDER YOUR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFITS? (Assignability Rights)**

The rights provided to you by the plan(s) for accidental death insurance benefits are owned by you, unless:

- you have previously assigned these rights to someone else (known as an "assignee"); or
- you assign your rights under the plan(s) to an assignee.

We will recognize an assignee as the owner of the rights assigned only if:

- the assignment is in writing, signed by you, and acceptable to us in form; and
- a signed or certified copy of the written assignment has been received and registered by us at our home office.

We will not be responsible for the legal, tax or other effects of any assignment, or for any action taken under the plan(s') provisions before receiving and registering an assignment.

## **EMPLOYER PROVISIONS**

### **WHAT DOES THIS SUMMARY OF BENEFITS CONSIST OF FOR THE EMPLOYER?**

This Summary of Benefits consists of:

- all Summary of Benefits' provisions and any amendments and/or attachments issued;
- the Employer's Participation Agreement;
- each employee's application for insurance (employee retains his own copy); and
- the certificate of coverage issued for each employee of the Employer.

This Summary of Benefits may be changed in whole or in part. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this Summary of Benefits. No other person, including an agent, may change this Summary of Benefits or waive any part of it.

### **WHAT IS THE COST OF THIS INSURANCE?**

#### **LIFE INSURANCE**

Premium payments are *required* for an insured while he or she is disabled under this plan.

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

#### **PREMIUM WAIVER**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

Unum does not require premium payments for an insured employee's life coverage if he or she is under age 60 and disabled for 9 months. Proof of disability, provided at the insured employee's expense, must be filed by the insured employee and approved by Unum.

Also, Unum does not require premium payments for dependents when Unum approves an insured employee's claim for premium waiver of life insurance. Unum does not require further premium payments for dependents during the period the life insurance premium is waived.

#### **INITIAL RATE GUARANTEE AND RATE CHANGES**

Refer to the Rate Information Amendment(s).

#### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

## **INITIAL RATE GUARANTEE AND RATE CHANGES**

Refer to the Rate Information Amendment(s).

## **WHEN IS PREMIUM DUE FOR THIS SUMMARY OF BENEFITS?**

Premium Due Dates: Premium due dates are based on the Premium Due Dates shown in the Rate Information Amendment(s).

The **Employer** must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

## **WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?**

Premium increases or decreases which take effect during an insurance month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

Unum will only adjust premium for the current plan year and the prior plan year. In the case of fraud, premium adjustments will be made for all plan years.

## **WHAT INFORMATION DOES UNUM REQUIRE FROM THE EMPLOYER?**

The Employer must provide Unum with the following on a regular basis:

- information about employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and/or
  - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information that may be reasonably required.

Employer records that, in Unum's opinion, have a bearing on this Summary of Benefits will be available for review by Unum at any reasonable time.

Clerical error or omission by Unum will not:

- prevent an employee from receiving coverage;
- affect the amount of an insured's coverage; or
- cause an employee's coverage to begin or continue when the coverage would not otherwise be effective.

## **WHO CAN CANCEL OR MODIFY THIS SUMMARY OF BENEFITS OR A PLAN UNDER THIS SUMMARY OF BENEFITS?**

This Summary of Benefits or a plan under this Summary of Benefits can be cancelled:

- by Unum; or

- by the Employer.

Unum may cancel or modify this Summary of Benefits or a plan if:

- there is less than 100% participation of those eligible employees for an Employer paid plan; or
- there is less than 75% participation of those eligible employees who pay all or part of the premium for a plan; or
- the Employer does not promptly provide Unum with information that is reasonably required; or
- the Employer fails to perform any of its obligations that relate to this Summary of Benefits; or
- fewer than 10 employees are insured under a plan; or
- the premium is not paid in accordance with the provisions of this Summary of Benefits that specify whether the Employer, the employee, or both, pay the premiums; or
- the Employer does not promptly report to Unum the names of any employees who are added or deleted from the eligible group; or
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Employer and/or its employees; or
- the Employer fails to pay any premium within the 31 day grace period.

If Unum cancels or modifies this Summary of Benefits or a plan, for reasons other than the Employer's failure to pay premium, a written notice will be delivered to the Employer at least 31 days prior to the cancellation date or modification date. The Employer may cancel this Summary of Benefits or plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify this Summary of Benefits or a plan automatically at the end of the grace period. The Employer is liable for premium for coverage during the grace period. The Employer must pay Unum all premium due for the full period each plan is in force.

The Employer may cancel this Summary of Benefits or a plan by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Employer and Unum agree, this Summary of Benefits or a plan can be cancelled on an earlier date. If Unum or the Employer cancels this Summary of Benefits or a plan, coverage will end at 12:00 midnight on the last day of coverage.

If this Summary of Benefits or a plan is cancelled, the cancellation will not affect a **payable claim**.

#### **WHAT HAPPENS TO AN EMPLOYEE'S COVERAGE UNDER THIS SUMMARY OF BENEFITS WHILE HE OR SHE IS ON A FAMILY AND MEDICAL LEAVE OF ABSENCE?**

We will continue the employee's coverage in accordance with the Employer's Human Resource policy on family and medical leaves of absence if premium payments continue and the Employer approved the employee's leave in writing.

Coverage will be continued until the end of the latest of:

- the leave period required by the federal Family and Medical Leave Act of 1993, and any amendments; or
- the leave period required by applicable state law; or
- the leave period provided to the employee for injury or sickness.

If the Employer's Human Resource policy doesn't provide for continuation of a plan for an employee during a family and medical leave of absence, the employee's coverage will be reinstated when he or she returns to active employment.

We will not:

- apply a new waiting period; or
- require evidence of insurability.

***DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:***

***FOR LIFE INSURANCE:***

NAME/LOCATION (CITY AND STATE)

None

***FOR ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE:***

NAME/LOCATION (CITY AND STATE)

None

## **CERTIFICATE SECTION**

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the Summary of Benefits (issued to the Employer), the Summary of Benefits will govern. The Summary of Benefits may be changed in whole or in part. Only an officer or registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to the Summary of Benefits. Any other person, including an agent, may not change the Summary of Benefits or waive any part of it.

The Summary of Benefits is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the Summary of Benefits, Unum has discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the Summary of Benefits.

For purposes of effective dates and ending dates under the group Summary of Benefits, all days begin at 12:01 a.m. and end at 12:00 midnight at the Employer's address.

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

## GENERAL PROVISIONS

### **WHAT IS THE CERTIFICATE OF COVERAGE?**

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the latest of:

- the plan effective date; or
- the day after you complete your **waiting period**; or
- the date you retire.

### **WHEN DOES YOUR COVERAGE BEGIN?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library, Elected Officials, Department Heads, All Employees not eligible in another group**

When your Employer pays 100% of the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage.

**Union Fire Retirees, Union Police Retirees, Village Union Police Retirees, Village Fire Retirees, Union Police Command Office Retirees, Police Captain Retiree, Fire Department Operations Officer Retirees, Library Retirees, Department Head Retirees, Retired Elected Officials, All Retirees not eligible in another group**

Your Employer pays 100% of the cost of your retiree coverage. You will be covered at 12:01 a.m. on the date you are eligible for coverage.

### **WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Department Head Employees, All Employees not eligible in another group**

If you are absent from work due to injury, sickness, temporary layoff or leave of absence, your coverage will begin on the date you return to **active employment**.

#### **Elected Officials**

If you are absent from work due to injury, sickness or temporary layoff, your coverage will begin on the date you return to **active employment**.

**ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE NOT WORKING DUE TO INJURY OR SICKNESS?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library, Elected Officials, Department Heads, All Employees not eligible in another group**

If you are not working due to injury or sickness, and if premium is paid, you may continue to be covered up to your retirement date.

**ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

If you are on a temporary **layoff**, and if premium is paid, you will be covered for up to 2 months following the date your temporary layoff begins.

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Department Head Employees, All Employees not eligible in another group**

If you are on a **leave of absence**, and if premium is paid, you will be covered for up to 2 months following the date your leave of absence begins.

**WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library, Elected Officials, Department Heads, All Employees not eligible in another group**

Once your coverage begins, any increased or additional coverage due to a change in your annual earnings or due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your evidence of insurability form, if evidence of insurability is required. You must be in active employment or on a covered layoff or leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional coverage due to a change in your annual earnings or due to a plan change will begin on the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

## **WHEN DOES YOUR COVERAGE END?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library, Elected Officials, Department Heads, All Employees not eligible in another group**

Your coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness or due to retirement, as described in this certificate of coverage.

Unum will provide coverage for a payable claim which occurs while you are covered under the Summary of Benefits or plan.

**Union Fire Retirees, Union Police Retirees, Village Union Police Retirees, Village Fire Retirees, Union Police Command Office Retirees, Police Captain Retiree, Fire Department Operations Officer Retirees, Library Retirees, Department Head Retirees, Retired Elected Officials, All Retirees not eligible in another group**

Your coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered; or
- **the last day of the period for which any required contributions are made.**

Unum will provide coverage for a payable claim which occurs while you are covered under the Summary of Benefits or plan.

## **WHEN ARE YOU ELIGIBLE TO ELECT DEPENDENT COVERAGE?**

If you elect coverage for yourself or are insured under the plan, you are eligible to elect dependent coverage for your spouse only, your dependent children only or both.

## **WHEN ARE YOUR DEPENDENTS ELIGIBLE FOR COVERAGE?**

The date your dependents are eligible for coverage is the later of:

- the date your insurance begins; or
- the date you first acquire a dependent.

## **WHAT DEPENDENTS ARE ELIGIBLE FOR COVERAGE?**

The following dependents are eligible for coverage under the plan:

- Your lawful spouse, not legally separated or divorced from, or widowed by the Employee. The spouse must be under age 70 to be eligible. You may not cover

your spouse as a dependent if your spouse is enrolled for coverage as an employee.

- Your unmarried children from birth but less than age 19.
- Your unmarried dependent children age 19 or over are eligible, provided they are unable to earn a living because of a physical or mental disability and you are the main source of support and maintenance.

Unum must receive proof within 31 days of the date the child attains age 19 and as required during the first two years. After the first two years Unum will ask for proof when needed but not more than once a year.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

No dependent child may be covered by more than one employee in the plan.

No dependent child can be covered as both an employee and a dependent.

### ***WHEN DOES YOUR DEPENDENT COVERAGE BEGIN?***

When your Employer pays 100% of the cost of your dependent coverage under a plan, your dependent will be covered at 12:01 a.m. on the date they are eligible for coverage.

### ***WILL COVERAGE CONTINUE FOR A CHILD AGE 19 OR OVER WHO BECAME DISABLED WHILE COVERED UNDER THE PLAN?***

Coverage will continue for a child age 19 or over who became physically or mentally disabled while covered under the plan provided:

- the child is unmarried;
- the disability was acquired before the child's coverage would have ended;
- the child is incapable of self-support and remains so incapable;
- you are the main source of support and maintenance.

Unum must receive proof within 31 days of the date the child attains age 19 and as required during the first two years. After the first two years, Unum will ask for proof when needed, but not more than once a year.

### ***WHAT IF YOUR SPOUSE IS TOTALLY DISABLED ON THE DATE YOUR SPOUSE'S COVERAGE WOULD NORMALLY BEGIN?***

If your eligible spouse is **totally disabled**, your spouse's coverage will begin on the date your eligible spouse no longer is totally disabled.

## **WHEN WILL CHANGES TO YOUR DEPENDENT'S COVERAGE TAKE EFFECT?**

Once your dependent's coverage begins, any increased or additional dependent coverage due to a plan change requested by your Employer will take effect immediately or on the date Unum approves your dependent's evidence of insurability form, if evidence of insurability is required, provided your dependent is not totally disabled. You must be in active employment or on a covered layoff or leave of absence.

If you are not in active employment due to injury or sickness, any increased or additional dependent coverage due to a plan change will begin on the date you return to active employment.

If your dependent is totally disabled, any increased or additional dependent coverage will begin on the date your dependent is no longer totally disabled.

Any decreased coverage will take effect immediately but will not affect a payable claim that occurs prior to the decrease.

## **WHEN DOES YOUR DEPENDENT'S COVERAGE END?**

Your dependent's coverage under the Summary of Benefits or a plan ends on the earliest of:

- the date the Summary of Benefits or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the date of your death;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment unless continued due to a covered layoff or leave of absence or due to an injury or sickness or due to retirement, as described in this certificate of coverage.

Coverage for any one dependent will end on the earliest of:

- the date your coverage under a plan ends;
- the date your dependent ceases to be an eligible dependent;
- for a spouse, the date of divorce or annulment;
- for a spouse, the date your spouse reaches age 70.

Unum will provide coverage for a payable claim which occurs while your dependents are covered under the Summary of Benefits or plan.

## **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You or your authorized representative can start legal action regarding a claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

## **HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?**

Unum considers any statements you or your Employer make in a signed application for coverage or an evidence of insurability form a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application or an evidence of insurability form as a basis for doing this.

Except in the case of fraud, Unum can take action only in the first 2 years coverage is in force.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

## **HOW WILL UNUM HANDLE INSURANCE FRAUD?**

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

## **DOES THE SUMMARY OF BENEFITS REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

The Summary of Benefits does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

## **DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?**

For the purposes of the Summary of Benefits, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

## **LIFE INSURANCE BENEFIT INFORMATION**

### **WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT?**

Your beneficiary(ies) will receive payment when Unum approves your death claim.

### **WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF DEATH?**

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

### **HOW MUCH WILL UNUM PAY YOU IF UNUM APPROVES YOUR DEPENDENT'S DEATH CLAIM?**

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

### **HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IF UNUM APPROVES YOUR DEATH CLAIM?**

Unum will determine the payment according to the amount of insurance shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

### **WHAT ARE YOUR ANNUAL EARNINGS?**

"Annual Earnings" means your gross annual income from your Employer in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation or income received from sources other than your Employer.

### **WHAT WILL WE USE FOR ANNUAL EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?**

If you become disabled while you are on a covered layoff or leave of absence, we will use your annual earnings from your Employer in effect just prior to the date your absence began.

### **WHAT HAPPENS TO YOUR LIFE INSURANCE COVERAGE IF YOU BECOME DISABLED?**

Your life insurance coverage may be continued for a specific time and your life insurance premium will be waived if you qualify as described below.

## **HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO HAVE LIFE PREMIUMS WAIVED?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

You must be disabled through your elimination period.

Your elimination period is 9 months.

## **WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER BEGIN?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

Your life insurance premium waiver will begin when we approve your claim, if the elimination period has ended and you meet the following conditions. Your Employer may continue premium payments until Unum notifies your Employer of the date your life insurance premium waiver begins.

Your life insurance premium will be waived if you meet these conditions:

- you are less than 60 and insured under the plan.
- you become disabled and remain disabled during the elimination period.
- you meet the notice and proof of claim requirements for disability while your life insurance is in effect or within three months after it ends.
- your claim is approved by Unum.

After we approve your claim, Unum does not require further premium payments for you while you remain disabled according to the terms and provisions of the plan.

Your life insurance amount will not increase while your life insurance premiums are being waived. Your life insurance amount will reduce or cease at any time it would reduce or cease if you had not been disabled.

## **WHEN WILL YOUR LIFE INSURANCE PREMIUM WAIVER END?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

The life insurance premium waiver will automatically end if:

- you recover and you no longer are disabled;
- you fail to give us proper proof that you remain disabled;
- you refuse to have an examination by a physician chosen by Unum;
- you reach age 65; or
- premium has been waived for 12 months and you are considered to reside outside the United States. You will be considered to reside outside the United States

when you have been outside the United States for a total period of 6 months or more during any 12 consecutive months for which premium has been waived.

### **HOW DOES UNUM DEFINE DISABILITY?**

**Union Fire Employees, Union Police Employees, Union Police in Command Office Employees, Police Captain Employees, Fire Department Operations Officer Employees, Village Police Union Employees, Village Fire Employees, Library Employees, Elected Officials, Department Head Employees, All Employees not eligible in another group**

You are disabled when Unum determines that:

- during the elimination period, you are not working in any occupation due to your **injury or sickness**; and
- after the elimination period, due to the same injury or sickness, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by training, education or experience.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

### **APPLYING FOR LIFE INSURANCE PREMIUM WAIVER**

Ask your Employer for a life insurance premium waiver claim form.

The form has instructions on how to complete and where to send the claim.

### **WHAT INSURANCE IS AVAILABLE WHILE YOU ARE SATISFYING THE DISABILITY REQUIREMENTS? (See Conversion Privilege)**

You may use this life conversion privilege when your life insurance terminates while you are satisfying the disability requirements. Please refer to the conversion privilege below. You are not eligible to apply for this life conversion if you return to work and, again, become covered under the plan.

If an individual life insurance policy is issued to you, any benefit for your death under this plan will be paid only if the individual policy is returned for surrender to Unum. Unum will refund all premiums paid for the individual policy.

The amount of your death benefit will be paid to your named beneficiary for the plan. If, however, you named a different beneficiary for the individual policy and the policy is returned to Unum for surrender, that different beneficiary will not be paid.

If you want to name a different beneficiary for this group plan, you must change your beneficiary as described in the Beneficiary Designation page of this group plan.

## **WHAT INSURANCE IS AVAILABLE WHEN COVERAGE ENDS? (Conversion Privilege)**

When coverage ends under the plan, you and your dependents can convert your coverages to individual life policies, without evidence of insurability. The maximum amounts that you can convert are the amounts you and your dependents are insured for under the plan. You may convert a lower amount of life insurance.

You and your dependents must apply for individual life insurance under this life conversion privilege and pay the first premium within 31 days after the date:

- your employment terminates; or
- you or your dependents no longer are eligible to participate in the coverage of the plan.

If you convert to an individual life policy, then return to work, and, again, become insured under the plan, you are not eligible to convert to an individual life policy again. However, you do not need to surrender that individual life policy when you return to work.

Converted insurance may be of any type of the level premium whole life plans then in use by Unum. The person may elect one year of Preliminary Term insurance under the level premium whole life policy. The individual policy will not contain disability or other extra benefits.

## **WHAT LIMITED CONVERSION IS AVAILABLE IF THE SUMMARY OF BENEFITS OR THE PLAN IS CANCELLED? (Conversion Privilege)**

You and your dependents may convert a limited amount of life insurance if you have been insured under your Employer's group plan with Unum for at least five (5) years and the Summary of Benefits or the plan:

- is cancelled with Unum; or
- changes so that you no longer are eligible.

The individual life policy maximum for each of you will be the lesser of:

- \$10,000; or
- your or your dependent's coverage amounts under the plan less any amounts that become available under any other group life plan offered by your Employer within 31 days after the date the Summary of Benefits or the plan is cancelled.

## **PREMIUMS**

Premiums for the converted insurance will be based on:

- the person's then attained age on the effective date of the individual life policy;
- the type and amount of insurance to be converted;
- Unum's customary rates in use at that time; and
- the class of risk to which the person belongs.

If the premium payment has been made, the individual life policy will be effective at the end of the 31 day conversion application period.

## **DEATH DURING THE THIRTY-ONE DAY CONVERSION APPLICATION PERIOD**

If you or your dependents die within the 31 day conversion application period, Unum will pay the beneficiary(ies) the amount of insurance that could have been converted. This coverage is available whether or not you have applied for an individual life policy under the conversion privilege.

## **APPLYING FOR CONVERSION**

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

## ***WILL UNUM ACCELERATE YOUR OR YOUR DEPENDENT'S DEATH BENEFIT FOR THE PLAN IF YOU OR YOUR DEPENDENT BECOMES TERMINALLY ILL? (Accelerated Benefit)***

If you or your dependent becomes terminally ill while you or your dependent is insured by the plan, Unum will pay you a portion of your or your dependent's life insurance benefit one time. The payment will be based on 100% of your or your dependent's life insurance amount. However, the one-time benefit paid will not be greater than \$250,000.

Your or your dependent's right to exercise this option and to receive payment is subject to the following:

- you or your dependent requests this election, in writing, on a form acceptable to Unum;
- you or your dependent must be terminally ill at the time of payment of the Accelerated Benefit;
- your or your dependent's physician must certify, in writing, that you or your dependent is terminally ill and your or your dependent's life expectancy has been reduced to less than 12 months; and
- the physician's certification must be deemed satisfactory to Unum.

The Accelerated Benefit is available on a voluntary basis. Therefore, you or your dependent is not eligible for benefits if:

- you or your dependent is required by law to use this benefit to meet the claims of creditors, whether in bankruptcy or otherwise; or
- you or your dependent is required by a government agency to use this benefit in order to apply for, get, or otherwise keep a government benefit or entitlement.

Premium payments must continue to be paid on the full amount of life insurance unless you qualify to have your life premium waived.

Also, premium payments must continue to be paid on the full amount of your dependent's life insurance unless you qualify to have your life premium waived.

If you have assigned your rights under the plan to an assignee or made an irrevocable beneficiary designation, Unum must receive consent, in writing, that the assignee or irrevocable beneficiary has agreed to the Accelerated Benefit payment on your behalf in a form acceptable to Unum before benefits are payable.

An election to receive an Accelerated Benefit will have the following effect on other benefits:

- the death benefit payable will be reduced by any amount of Accelerated Benefit that has been paid; and
- any amount of life insurance that would be continued under a disability continuation provision or that may be available under the conversion privilege will be reduced by the amount of the Accelerated Benefit paid. The remaining life insurance amount will be paid according to the terms of the Summary of Benefits subject to any reduction and termination provisions.

Benefits paid may be taxable. Unum is not responsible for any tax or other effects of any benefit paid. As with all tax matters, you or your dependent should consult your personal tax advisor to assess the impact of this benefit.

## LIFE INSURANCE

### OTHER BENEFIT FEATURES

#### **WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)**

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself and your dependents.

In case of your death, your insured dependents also may elect portable coverage for themselves. However, children cannot become insured for portable coverage unless the spouse also becomes insured for portable coverage.

#### **PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE**

The portable insurance coverage will be the current coverage and amounts that you and your dependents are insured for under your Employer's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of life insurance available for employees under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The amount of portable coverage for your spouse will not be more than:

- the highest amount of life insurance available for spouses under the plan; or
- 100% of your amount of portable coverage; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The amount of portable coverage for a child will not be more than:

- the highest amount of life insurance available for children under the plan; or
- 100% of your amount of portable coverage; or
- \$20,000,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The minimum amount of coverage that can be ported is \$5,000 for you and \$1,000 for your dependents. If the current amounts under the plan are less than \$5,000 for you and \$1,000 for your dependents you and your dependents may port the lesser amounts.

Your or your dependent's amount of life insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active employment with your Employer.

### **APPLYING FOR PORTABLE COVERAGE**

You must apply for portable coverage for yourself and your dependents and pay the first premium within 31 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

Your dependents must apply for portable coverage and pay the first premium within 31 days after the date you die.

You are not eligible to apply for portable coverage for yourself if:

- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

You are not eligible to apply for portable coverage for a dependent if:

- you do not elect portable coverage for yourself;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

In case of your death, your spouse is not eligible to apply for portable coverage if:

- your surviving spouse is not insured under this plan;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan for your spouse.

In case of your death, your child is not eligible for portable coverage if:

- your surviving spouse is not insured under this plan;
- your surviving spouse is insured under this plan and chooses not to elect portable coverage;
- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan for your child.

## **APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE**

You or your dependents may increase or decrease the amount of life insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of life insurance coverage cannot be decreased below \$5,000 for you and \$1,000 for your dependents. All increases are subject to evidence of insurability. Portable coverage will reduce at the ages and amounts shown in the LIFE INSURANCE "BENEFITS AT A GLANCE" page.

## **ADDING PORTABLE COVERAGE FOR DEPENDENTS**

If you choose not to enroll your dependents when your dependents were first eligible for portable coverage, you may enroll your dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

You may enroll newly acquired dependents at any time for the amounts allowed under the group plan. Evidence of insurability is required.

## **WHEN PORTABLE COVERAGE ENDS**

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

Portable coverage for a spouse will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

Portable coverage for a child will end for the following reasons:

- the date you fail to pay any required premium;
- the date your surviving spouse fails to pay any required premium;
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates);
- the date your child no longer qualifies as a dependent; or
- the date the surviving spouse dies.

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

## **PREMIUM RATE CHANGES FOR PORTABLE COVERAGE**

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or

- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

#### ***APPLYING FOR CONVERSION, IF PORTABLE COVERAGE ENDS OR IS NOT AVAILABLE***

If you or your dependent is not eligible to apply for portable coverage or portable coverage ends, then you or your dependent may qualify for conversion coverage. Refer to Conversion Privilege under this plan.

Ask your Employer for a conversion application form which includes cost information.

When you complete the application, send it with the first premium amount to:

Unum - Conversion Unit  
2211 Congress Street  
Portland, Maine 04122-1350  
1-800-343-5406

#### ***SURVIVOR INCOME INSURANCE BENEFIT***

Nothing contained in this Survivor Income Insurance Benefit will be held to affect any of the terms of the Summary of Benefits other than as stated herein.

This Survivor Income Insurance Benefit will not be effective: (1) with respect to any Employee not in active employment on its effective date until such Employee is again in active employment; or (2) with respect to any Employee whose insurance is being continued in accordance with any continuance of insurance provision on the effective date of this Survivor Income Insurance Benefit.

If we receive Proof that you died while your Life Insurance under the Summary of Benefits was in force and that you had at least one Eligible Survivor on the date of your death, we will pay a Survivor Income Benefit. We will pay such benefit to your Eligible Survivor(s) subject to all the terms and conditions of the Summary of Benefits.

The Spouse Only Benefit will be payable for each Benefit Month that there is a Class 1 Survivor. The Child(ren) only Benefit will be payable for each Benefit Month that there is at least one Class II Survivor. The Spouse and Child(ren) Benefit will be payable for each Benefit Month that there is a Class 1 Survivor and Class II Survivor. No benefit will be payable on or after the date that there is no Eligible Survivor who is eligible for that benefit.

If there is no Class 1 Survivor, or at least one Class II Survivor, for only part of a Benefit Month, the monthly benefit will be payable on a pro-rata basis. In this case 1/30 of the monthly benefit will be payable for each day of the Benefit Month that there was an Eligible Survivor.

### **Amount of Benefits**

The Survivor Income Benefit payable will be whichever one of the following is applicable:

Spouse Benefit – An amount equal to \$300 monthly, payable for 24 months .

Child(ren) Benefit - An amount equal to \$300 monthly, payable for 24 months.

### **Payment of Benefits**

When we receive Proof of the death of the Employee, benefits will be paid monthly beginning on the first of the month following the Employee's death for up to 24 months to the Class 1 Survivor. If there is no Class I Survivor, benefits will be paid monthly for up to 24 months in equal shares to the Class II Survivors's surviving parent or legal guardian. If a Class II Survivor ceases to be an Eligible Survivor during a Benefit Month, the monthly benefit will be pro-rated according to the number of days in each portion of the Benefit Month when there are a different number of Class II Survivors, before determining the equal shares payable to the Class II Survivors for that portion of the Benefit Month.

After 24 months of payments, an additional monthly income benefit of \$300 will be paid to the Class I Survivor provided the Class I Survivor was at least 50 but less than 60 years old at the time of the Employee's death.

### **Child**

The term :Child::

1. means a child who is unmarried and under 21 years of age.
2. is limited to:
  - your natural born child; and
  - your legally adopted child who has been adopted for at least one year.

A child becomes an eligible survivor immediately following birth. In the event of an adoption, an adopted child becomes an eligible survivor on the first day of the month coincident with or next following one year after the date of adoption.

### **Class I Survivor**

Means your surviving Spouse who has not remarried. If the surviving Spouse has remarried, that spouse will be considered to be a Class I Survivor until the date of remarriage. However, if the Spouse notifies Unum of the spouse's remarriage within 60 days of the date of remarriage, then an additional benefit will be paid in a lump sum equal to twelve times the Spouse Only Benefit.

### **Class II Survivor**

Means any surviving Child of yours who is not married and had not attained the Limiting Age for Class II Survivors.

### **Eligible Survivor**

Means a Class I Survivor or Class II Survivor. In no event will an Eligible Survivor include any person who has died or whose status as an Eligible Survivor has previously terminated.

**Spouse**

Means your lawful spouse on the day before your death. Your spouse must be married to you for at least one year and may not be legally separated or divorced from you at the time of your death and must be under age 62. If your spouse is not currently an eligible survivor then your spouse will become an eligible survivor on the last day of the month coincident with or next following one year of marriage.

# ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

## BENEFIT INFORMATION

### **WHEN WILL YOUR BENEFICIARY RECEIVE PAYMENT IN THE EVENT OF YOUR DEATH IF YOUR DEATH IS THE DIRECT RESULT OF AN ACCIDENT?**

Your beneficiary(ies) will receive payment when Unum approves your death claim providing you meet certain conditions.

### **WHAT DOCUMENTS ARE REQUIRED FOR PROOF OF ACCIDENTAL DEATH?**

Unum will require a certified copy of the death certificate, enrollment documents and a Notice and Proof of Claim form.

### **WHEN WILL YOU RECEIVE PAYMENT IN THE EVENT OF CERTAIN OTHER COVERED LOSSES IF THE LOSS IS THE DIRECT RESULT OF AN ACCIDENT?**

You will receive payment when Unum approves the claim.

### **HOW MUCH WILL UNUM PAY YOUR BENEFICIARY IN THE EVENT OF YOUR ACCIDENTAL DEATH OR YOU FOR CERTAIN OTHER COVERED LOSSES?**

If Unum approves the claim, Unum will determine the payment according to the Covered Losses and Benefits List below. The benefit Unum will pay is listed opposite the corresponding covered loss.

The benefit will be paid only if an **accidental bodily injury** results in one or more of the covered losses listed below within 365 days from the date of the accident.

Also, the accident must occur while you are insured under the plan.

<b><u>Covered Losses</u></b>	<b><u>Benefit Amounts</u></b>
Life	The Full Amount
Both Hands or Both Feet or Sight of Both Eyes	The Full Amount
One Hand and One Foot	The Full Amount
One Hand and Sight of One Eye	The Full Amount
One Foot and Sight of One Eye	The Full Amount
Speech and Hearing	The Full Amount
Quadriplegia	The Full Amount
Paraplegia	Half The Full Amount

One Hand or One Foot One	Half The Full Amount
Sight of One Eye	One Half The Full Amount
Speech or Hearing	One Half The Full Amount
Hemiplegia	One Half The Full Amount
Thumb and Index Finger of Same Hand	One Quarter The Full Amount

The most Unum will pay for any combination of Covered Losses from any one accident is the full amount.

The Full Amount is the amount shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

### **WHAT ARE YOUR ANNUAL EARNINGS?**

"Annual Earnings" means your gross annual income from your Employer in effect just prior to the date of loss. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation or income received from sources other than your Employer.

### **WHAT WILL WE USE FOR ANNUAL EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?**

If you have an accidental bodily injury that results in one or more of the covered losses while you are on a covered layoff or leave of absence, we will use your annual earnings from your Employer in effect just prior to the date your absence began.

### **WHAT REPATRIATION BENEFIT WILL UNUM PROVIDE?**

Unum will pay an additional benefit for the preparation and transportation of your body to a mortuary chosen by you or your authorized representative. Payment will be made if, as the result of a covered accident, you suffer loss of life at least 100 miles away from your principal place of residence.

However, when combined with two or more Unum accidental death and dismemberment insurance plans, the combined overall maximum for these plans together cannot exceed the actual expenses for the preparation and transportation of your body to a mortuary.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

## **WHAT SEATBELT(S) AND AIR BAG BENEFIT WILL UNUM PROVIDE?**

Unum will pay you or your authorized representative an additional benefit if you sustain an accidental bodily injury which causes your death while you are driving or riding in a **Private Passenger Car**, provided:

For Seatbelt(s):

- the Private Passenger Car is equipped with seatbelt(s); and
- the seatbelt(s) were in actual use and properly fastened at the time of the covered accident; and
- the position of the seatbelt(s) are certified in the official report of the covered accident, or by the investigating officer. A copy of the police accident report must be submitted with the claim.

Also, if such certification is not available, and it is clear that you were properly wearing seatbelt(s), then we will pay the additional seatbelt benefit.

However, if such certification is not available, and it is unclear whether you were properly wearing seatbelt(s), then we will pay a fixed benefit of \$1,000.

An automatic harness seatbelt will not be considered properly fastened unless a lap belt is also used.

For Air Bag:

- the Private Passenger Car is equipped with an air bag for the seat in which you are seated; and
- the seatbelt(s) must be in actual use and properly fastened at the time of the covered accident.

No benefit will be paid if you are the driver of the Private Passenger Car and do not hold a current and valid driver's license.

No benefit will be paid if Unum is able to verify that the air bag(s) had been disengaged prior to the accident.

The accident causing your death must occur while you are insured under the plan.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT "**BENEFITS AT A GLANCE**" page.

## **WHAT EDUCATION BENEFIT WILL UNUM PROVIDE FOR YOUR QUALIFIED CHILDREN?**

Unum will pay your authorized representative on behalf of each of your qualified children a lump sum payment if:

- you lose your life:
  - as a result of an accidental bodily injury; and
  - within 365 days after the date of the accident causing the accidental bodily injury;
- the accident causing your accidental bodily injury occurred while you were insured under the plan;
- proof is furnished to Unum that the child is a qualified child; and

- the qualified child continues to be enrolled as a full-time student in an accredited post-secondary institution of higher learning beyond the 12th grade level.

The benefit amount per academic year, maximum benefit payments, maximum benefit amount and maximum benefit period are shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "**BENEFITS AT A GLANCE**" page.

### **WHEN WILL THE EDUCATION BENEFIT END FOR EACH QUALIFIED CHILD?**

The education benefit will terminate for each qualified child on the earliest of the following dates:

- the date your qualified child fails to furnish proof as required by us;
- the date your qualified child no longer qualifies as a dependent child for any reason except your death; or
- the end of the maximum benefit period.

### **WHAT COVERAGE FOR EXPOSURE AND DISAPPEARANCE BENEFIT WILL UNUM PROVIDE?**

Unum will pay a benefit if you sustain an accidental bodily injury and are unavoidably exposed to the elements and suffer a loss.

We will presume you suffered loss of life due to an accident if:

- you are riding in a common public passenger carrier that is involved in an accident covered under the Summary of Benefits; and
- as a result of the accident, the common public passenger carrier is wrecked, sinks, is stranded, or disappears; and
- your body is not found within 1 year of the accident.

Also, the accident must occur while you are insured under the plan.

The maximum benefit amount is shown in the ACCIDENTAL DEATH AND DISMEMBERMENT "**BENEFITS AT A GLANCE**" page.

### **WHAT ACCIDENTAL LOSSES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any accidental losses caused by, contributed to by, or resulting from:

- suicide, self destruction while sane, intentionally self-inflicted injury while sane, or self-inflicted injury while sane, or self-inflicted injury while insane.
- active participation in a riot.
- an attempt to commit or commission of a crime.
- the use of any prescription or non-prescription drug, poison, fume, or other chemical substance unless used according to the prescription or direction of your physician. This exclusion will not apply to you if the chemical substance is ethanol.
- disease of the body or diagnostic, medical or surgical treatment or mental disorder as set forth in the latest edition of the Diagnostic and Statistical Manual of Mental Disorders.
- being **intoxicated**.
- war, declared or undeclared, or any act of war.

## **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

### **OTHER BENEFIT FEATURES**

#### **WHAT COVERAGE IS AVAILABLE IF YOU END EMPLOYMENT OR YOU WORK REDUCED HOURS? (Portability)**

If your employment ends with or you retire from your Employer or you are working less than the minimum number of hours as described under Eligible Groups in this plan, you may elect portable coverage for yourself.

#### **PORTABLE INSURANCE COVERAGE AND AMOUNTS AVAILABLE**

The portable insurance coverage will be the current coverage and amounts that you are insured for under your Employer's group plan.

However, the amount of portable coverage for you will not be more than:

- the highest amount of accidental death and dismemberment insurance available for employees under the plan; or
- 5x your annual earnings; or
- \$750,000 from all Unum group life and accidental death and dismemberment plans combined,

whichever is less.

The amount of ported life insurance must be equal to or greater than the amount of ported accidental death and dismemberment insurance.

The minimum amount of coverage that can be ported is \$5,000. If the current amounts under the plan are less than \$5,000, you may port the lesser amounts.

Your amount of AD&D insurance will reduce or cease at any time it would reduce or cease for your eligible group if you had continued in active employment with your Employer.

#### **APPLYING FOR PORTABLE COVERAGE**

You must apply for portable coverage for yourself and pay the first premium within 31 days after the date:

- your coverage ends or you retire from your Employer; or
- you begin working less than the minimum number of hours as described under Eligible Groups in this plan.

You are not eligible to apply for portable coverage for yourself if:

- the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates); or
- you failed to pay the required premium under the terms of this plan.

## **APPLYING FOR INCREASES OR DECREASES IN PORTABLE COVERAGE**

You may increase or decrease the amount of AD&D insurance coverage. The minimum and maximum benefit amounts are shown above. However, the amount of accidental death and dismemberment insurance coverage cannot be decreased below \$5,000. Portable coverage will reduce at the ages and amounts shown in the ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE "BENEFITS AT A GLANCE" page.

## **WHEN PORTABLE COVERAGE ENDS**

Portable coverage for you will end for the following reasons:

- the date you fail to pay any required premium; or
- the date the policy is cancelled (the Policy is the group policy issued to the Trustees of the Select Group Insurance Trust in which your Employer participates).

If portable coverage ends due to failure to pay required premium, portable coverage cannot be reinstated.

## **PREMIUM RATE CHANGES FOR PORTABLE COVERAGE**

Unum may change premium rates for portable coverage at any time for reasons which affect the risk assumed, including those reasons shown below:

- changes occur in the coverage levels;
- changes occur in the overall use of benefits by all insureds;
- changes occur in other risk factors; or
- a new law or a change in any existing law is enacted which applies to portable coverage.

The change in premium rates will be made on a class basis according to Unum's underwriting risk studies. Unum will notify the insured in writing at least 31 days before a premium rate is changed.

## GLOSSARY

**ACCIDENTAL BODILY INJURY** means bodily harm caused solely by external, violent and accidental means and not contributed to by any other cause.

**ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

**ACTIVITIES OF DAILY LIVING** means:

- Bathing - the ability to wash oneself either in the tub or shower or by sponge bath with or without equipment or adaptive devices.
- Dressing - the ability to put on and take off all garments and medically necessary braces or artificial limbs usually worn.
- Toileting - the ability to get to and from and on and off the toilet; to maintain a reasonable level of personal hygiene, and to care for clothing.
- Transferring - the ability to move in and out of a chair or bed with or without equipment such as canes, quad canes, walkers, crutches or grab bars or other support devices including mechanical or motorized devices.
- Continence - the ability to either:
  - voluntarily control bowel and bladder function; or
  - if incontinent, be able to maintain a reasonable level of personal hygiene.
- Eating - the ability to get nourishment into the body.

A person is considered unable to perform an activity of daily living if the task cannot be performed safely without another person's stand-by assistance or verbal cueing.

**ANNUAL EARNINGS** means your annual income received from your Employer as defined in the plan.

**COGNITIVELY IMPAIRED** means a person has a deterioration or loss in intellectual capacity resulting from injury, sickness, advanced age, Alzheimer's disease or similar forms of irreversible dementia and needs another person's assistance or verbal cueing for his or her own protection or for the protection of others.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to have your life premium waived by Unum.

**EMPLOYEE** means a person who is in active employment in the United States with the Employer.

**EMPLOYER** means the Employer/Applicant named in the Application For Participation in the Select Group Insurance Trust, on the first page of the Summary of Benefits and in all amendments. It includes any division, subsidiary or affiliated company named in the Summary of Benefits.

**EVIDENCE OF INSURABILITY** means a statement of your or your dependent's medical history which Unum will use to determine if you or your dependent is approved for coverage. Evidence of insurability will be at Unum's expense.

**GAINFUL OCCUPATION** means an occupation that within 12 months of your return to work is or can be expected to provide you with an income that is at least equal to 60% of your annual earnings in effect just prior to the date your disability began.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

**INTOXICATED** means that your blood alcohol level equals or exceeds the legal limit for operating a motor vehicle in the state where the accident occurred.

**LAYOFF** or **LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer.

Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIFE INSURANCE BENEFIT** means the total benefit amount for which an individual is insured under this plan subject to the maximum benefit.

**LIFE THREATENING CONDITION** is a critical health condition that possibly could result in your dependent's loss of life.

**LOSS OF A FOOT** means that all of the foot is cut off at or above the ankle joint.

**LOSS OF A HAND** means that all four fingers are cut off at or above the knuckles joining each to the hand.

**LOSS OF SIGHT** means the eye is totally blind and that no sight can be restored in that eye.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the Summary of Benefits.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, or your spouse, children, parents or siblings as a physician for a claim that you send to us.

**PLAN** means a line of coverage under the Summary of Benefits.

**PRIVATE PASSENGER CAR** means a validly registered four-wheel private passenger car (including Employer-owned cars), station wagons, jeeps, pick-up trucks, and vans that are used only as private passenger cars.

**QUALIFIED CHILD** is any of your unmarried dependent children under age 19.

Children include your own natural offspring, lawfully adopted children and stepchildren. They also include foster children and other children who are dependent on you for main support and living with you in a regular parent-child relationship. A child will be considered adopted on the date of placement in your home.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**RETAINED ASSET ACCOUNT** is an interest bearing account established through an intermediary bank in the name of you or your beneficiary, as owner.

**RETIREE** means a person who was in active employment in the United States with the Employer just prior to their date of retirement.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

**TOTALLY DISABLED** means that, as a result of an injury, a sickness or a disorder, your spouse:

- is confined in a hospital or similar institution;
- is unable to perform two or more activities of daily living (ADLs) because of a physical or mental incapacity resulting from an injury or a sickness;
- is cognitively impaired; or
- has a life threatening condition.

**TRUST** means the policyholder trust named on the first page of the Summary of Benefits and all amendments to the policy.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

**WE, US** and **OUR** means Unum Life Insurance Company of America.

**YOU** means an employee who is eligible for Unum coverage.

## **Additional Claim and Appeal Information**

### **APPLICABILITY OF ERISA**

If this Summary of Benefits provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Whether a Plan is governed by ERISA is determined by a court, however, your Employer may have information related to ERISA applicability. If ERISA applies, the following items constitute the Plan: the additional information contained in this document, the Summary of Benefits, including your certificate of coverage, and any additional summary plan description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the Summary of Benefits, your certificate of coverage, and the information in this document.

### **HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

### **CLAIMS PROCEDURES**

#### **If a claim is based on death, a covered loss not based on disability or for the Education Benefit**

In the event that your claim is denied, either in full or in part, Unum will notify you in writing within 90 days after your claim was filed. Under special circumstances, Unum is allowed an additional period of not more than 90 days (180 days in total) within which to notify you of its decision. If such an extension is required, you will receive a written notice from Unum indicating the reason for the delay and the date you may expect a final decision. Unum's notice of denial shall include:

- the specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
- a description of any additional material or information necessary to complete the claim and why that material or information is necessary; and
- a description of the Plan's procedures and applicable time limits for appealing the determination, including a statement of your right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

#### **If a claim is based on your disability**

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by

which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and
- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## APPEAL PROCEDURES

### **If an appeal is based on death, a covered loss not based on disability or for the Education Benefit**

If you or your authorized representative appeal a denied claim, it must be submitted within 90 days after you receive Unum's notice of denial. You have the right to:

- submit a request for review, in writing, to Unum;
- upon request and free of charge, reasonable access to and copies of, all relevant documents as defined by applicable U.S. Department of Labor regulations; and
- submit written comments, documents, records and other information relating to the claim to Unum.

Unum will make a full and fair review of the claim and all new information submitted whether or not presented or available at the initial determination, and may require additional documents as it deems necessary or desirable in making such a review. A final decision on the review shall be made not later than 60 days following receipt of the written request for review. If special circumstances require an extension of time for processing, you will be notified of the reasons for the extension and the date by which the Plan expects to make a decision. If an extension is required due to your failure to submit the information necessary to decide the claim, the notice of

extension will specifically describe the necessary information and the date by which you need to provide it to us. The 60-day extension of the appeal review period will begin after you have provided that information.

The final decision on review shall be furnished in writing and shall include the reasons for the decision with reference, again, to those Summary of Benefits' provisions upon which the final decision is based. It will also include a statement describing your access to documents and describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the determination.

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

### **If an appeal is based on your disability**

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);
- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## **OTHER RIGHTS**

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the Summary of Benefits. You agree that Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

## **DISCRETIONARY ACTS**

The Plan, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group discretionary authority to make benefit determinations under the Plan. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

Once you are deemed to have exhausted your appeal rights under the Plan, you have the right to seek court review under Section 502(a) of ERISA of any benefit determinations with which you disagree. The court will determine the standard of review it will apply in evaluating those decisions.

## Unum's Commitment to Privacy

Unum understands your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

### Collecting Information

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations, and service providers.

### Sharing Information

We share the types of NPI described above primarily with people who perform insurance, business, and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. *When legally necessary, we ask your permission before sharing NPI about you.* Our practices apply to our former, current and future customers.

*Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.*

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. *When required by law, we ask your permission before we share NPI for marketing purposes.*

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

## **Safeguarding Information**

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

## **Access to Information**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

## **Correction of Information**

If you believe NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

## **Coverage Decisions**

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

## **Contacting Us**

For additional information about Unum's commitment to privacy, please visit [www.unum.com/privacy](http://www.unum.com/privacy) or [www.coloniallife.com](http://www.coloniallife.com) or write to: Privacy Officer, Unum, 2211 Congress Street, C467, Portland, Maine 04122. We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.

Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, First Unum Life Insurance Company, Provident Life and Accident Insurance

Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company, The Paul Revere Life Insurance Company and The Paul Revere Variable Annuity Insurance Company.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

A-32442 (4-07)

**ATTACHMENT "H"**  
**STD and LTD**

AMENDMENT NO. 11

This amendment forms a part of Group Policy No. 147520 002 issued to the Policyholder:

Charter Township of Bloomfield

The entire policy is replaced by the policy attached to this amendment.

The effective date of these changes is October 1, 2016. The changes only apply to disabilities which start on or after the effective date.

The policy's terms and provisions will apply other than as stated in this amendment.

Dated at Portland, Maine on February 8, 2018.

Unum Life Insurance Company of America

By



Secretary

If this amendment is unacceptable, please sign below and return this amendment to Unum Life Insurance Company of America at Portland, Maine within 90 days of February 8, 2018.

**YOUR FAILURE TO SIGN AND RETURN THIS AMENDMENT BY THAT DATE WILL CONSTITUTE ACCEPTANCE OF THIS AMENDMENT.**

Charter Township of Bloomfield

By \_\_\_\_\_  
Signature and Title of Officer



**GROUP INSURANCE POLICY  
NON-PARTICIPATING**

---

**POLICYHOLDER:** Charter Township of Bloomfield

**POLICY NUMBER:** 147520 002

**POLICY EFFECTIVE DATE:** July 1, 2009

**POLICY ANNIVERSARY DATE:** July 1

**GOVERNING JURISDICTION:** Michigan

Unum Life Insurance Company of America (referred to as Unum) will provide benefits under this policy. Unum makes this promise subject to all of this policy's provisions.

The policyholder should read this policy carefully and contact Unum promptly with any questions. This policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. This policy consists of:

- all policy provisions and any amendments and/or attachments issued;
- employees' signed applications; and
- the certificate of coverage.

This policy may be changed in whole or in part. Only an officer or a registrar of Unum can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including an agent, may change this policy or waive any part of it.

Signed for Unum at Portland, Maine on the Policy Effective Date.

A handwritten signature in black ink, appearing to read "Michael J. Smith".

President

A handwritten signature in black ink, appearing to read "J. Michael J. Smith".

Secretary

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

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## BENEFITS AT A GLANCE

### SHORT TERM DISABILITY PLAN

This short term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

#### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** July 1, 2009

**POLICY NUMBER:** 147520 002

#### ELIGIBLE GROUP(S):

All Employees in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 32 hours per week.

#### WAITING PERIOD:

For employees in an eligible group on or before July 1, 2009: None

For employees entering an eligible group after July 1, 2009: 1 month of continuous active employment

#### REHIRE:

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

#### WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

#### ELIMINATION PERIOD:

The later of:

- the date the injury occurs for disability due to an injury; or
- 7 days for disability due to a sickness; or
- the date your accumulated sick leave payments end, if applicable.

Benefits begin the day after the elimination period is completed.

#### WEEKLY BENEFIT:

##### All Police and Fire Employees

70% of weekly earnings to a maximum benefit of \$1,500 per week

**Your payment may be reduced by deductible sources of income and disability earnings.  
Some disabilities may not be covered under this plan.**

##### All Employees not eligible in another group

70% of weekly earnings to a maximum benefit of \$1,000 per week

**Your payment may be reduced by deductible sources of income and disability earnings.  
Some disabilities may not be covered under this plan.**

**MAXIMUM PERIOD OF PAYMENT:**

26 weeks

Premium payments are required for your coverage while you are receiving payments under this plan.

Your Short Term Disability plan does not cover disabilities due to an occupational sickness or injury.

**REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:**

10% of your gross disability payment to a maximum benefit of \$250 per week.

In addition, we will make weekly payments to you for 3 weeks following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

**OTHER FEATURES:**

Minimum Benefit

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.**

The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.

## BENEFITS AT A GLANCE

### LONG TERM DISABILITY PLAN

This long term disability plan provides financial protection for you by paying a portion of your income while you are disabled. The amount you receive is based on the amount you earned before your disability began. In some cases, you can receive disability payments even if you work while you are disabled.

#### EMPLOYER'S ORIGINAL PLAN

**EFFECTIVE DATE:** July 1, 2009

**POLICY NUMBER:** 147520 002

#### ELIGIBLE GROUP(S):

All Employees in active employment in the United States with the Employer

#### MINIMUM HOURS REQUIREMENT:

Employees must be working at least 32 hours per week.

#### WAITING PERIOD:

For employees in an eligible group on or before July 1, 2009: None

For employees entering an eligible group after July 1, 2009: 1 month of continuous active employment

#### REHIRE:

If your employment ends and you are rehired within 12 months, your previous work while in an eligible group will apply toward the waiting period. All other policy provisions apply.

#### WHO PAYS FOR THE COVERAGE:

Your Employer pays the cost of your coverage.

#### ELIMINATION PERIOD:

The later of:

- 180 days; or
- the date your accumulated sick leave or insured Short Term Disability or paid time off (PTO) payments end, if applicable.

Benefits begin the day after the elimination period is completed.

#### MONTHLY BENEFIT:

##### All Employees not eligible in another group

66.6667% of monthly earnings to a maximum benefit of \$4,000 per month.

**Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.**

##### All Police and Fire Union Employees

66.6667% of monthly earnings to a maximum benefit of \$6,000 per month.

**Your payment may be reduced by deductible sources of income and disability earnings. Some disabilities may not be covered or may have limited coverage under this plan.**

## **MAXIMUM PERIOD OF PAYMENT:**

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months
Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

No premium payments are required for your coverage while you are receiving payments under this plan.

## **REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFIT:**

10% of your gross disability payment to a maximum benefit of \$1,000 per month.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

## **DEPENDENT CARE EXPENSE BENEFIT:**

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, you may receive payments to cover certain dependent care expenses limited to the following amounts:

Dependent Care Expense Benefit Amount: \$350 per month, per dependent

Dependent Care Expense Maximum Benefit Amount: \$1,000 per month for all eligible dependent care expenses combined

## **TOTAL BENEFIT CAP:**

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

## **OTHER FEATURES:**

Continuity of Coverage

Minimum Benefit

Pre-Existing: 3/12

Survivor Benefit

Work Life Assistance Program

**The above items are only highlights of this plan. For a full description of your coverage, continue reading your certificate of coverage section.**

The plan includes enrollment, risk management and other support services related to your Employer's Benefit Program.

## CLAIM INFORMATION

### SHORT TERM DISABILITY

#### **WHEN DO YOU NOTIFY UNUM OF A CLAIM?**

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Unum written proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from Unum within 15 days of your request, send Unum written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

#### **HOW DO YOU FILE A CLAIM?**

You and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

#### **WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?**

Your proof of claim, provided at your expense, must show:

- that you are under the **regular care of a physician**;
- the appropriate documentation of your weekly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of a request by us.

In some cases, you will be required to give Unum authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. Unum will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

#### **TO WHOM WILL UNUM MAKE PAYMENTS?**

Unum will make payments to you.

#### **WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?**

Unum has the right to recover any overpayments due to:

- fraud;
- any error Unum makes in processing a claim; and
- your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

## CLAIM INFORMATION

### LONG TERM DISABILITY

#### **WHEN DO YOU NOTIFY UNUM OF A CLAIM?**

We encourage you to notify us of your claim as soon as possible, so that a claim decision can be made in a timely manner. Written notice of a claim should be sent within 30 days after the date your disability begins. However, you must send Unum written proof of your claim no later than 90 days after your elimination period. If it is not possible to give proof within 90 days, it must be given no later than 1 year after the time proof is otherwise required except in the absence of legal capacity.

The claim form is available from your Employer, or you can request a claim form from us. If you do not receive the form from Unum within 15 days of your request, send Unum written proof of claim without waiting for the form.

You must notify us immediately when you return to work in any capacity.

#### **HOW DO YOU FILE A CLAIM?**

You and your Employer must fill out your own sections of the claim form and then give it to your attending physician. Your physician should fill out his or her section of the form and send it directly to Unum.

#### **WHAT INFORMATION IS NEEDED AS PROOF OF YOUR CLAIM?**

Your proof of claim, provided at your expense, must show:

- that you are under the **regular care of a physician**;
- the appropriate documentation of your monthly earnings;
- the date your disability began;
- the cause of your disability;
- the extent of your disability, including restrictions and limitations preventing you from performing your regular occupation; and
- the name and address of any **hospital or institution** where you received treatment, including all attending physicians.

We may request that you send proof of continuing disability indicating that you are under the regular care of a physician. This proof, provided at your expense, must be received within 45 days of a request by us.

In some cases, you will be required to give Unum authorization to obtain additional medical information and to provide non-medical information as part of your proof of claim, or proof of continuing disability. Unum will deny your claim, or stop sending you payments, if the appropriate information is not submitted.

#### **TO WHOM WILL UNUM MAKE PAYMENTS?**

Unum will make payments to you.

#### **WHAT HAPPENS IF UNUM OVERPAYS YOUR CLAIM?**

Unum has the right to recover any overpayments due to:

- fraud;
- any error Unum makes in processing a claim; and
- your receipt of deductible sources of income.

You must reimburse us in full. We will determine the method by which the repayment is to be made.

Unum will not recover more money than the amount we paid you.

## **POLICYHOLDER PROVISIONS**

### **WHAT IS THE COST OF THIS INSURANCE?**

#### **SHORT TERM DISABILITY**

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

Premium payments are required for an insured while he or she is receiving Short Term Disability payments under this plan.

#### **INITIAL RATE GUARANTEE AND RATE CHANGES**

Refer to the Rate Information Amendment(s).

#### **LONG TERM DISABILITY**

The initial premium for each **plan** is based on the initial rate(s) shown in the Rate Information Amendment(s).

#### **WAIVER OF PREMIUM**

Unum does not require premium payments for an insured while he or she is receiving Long Term Disability payments under this plan.

#### **INITIAL RATE GUARANTEE AND RATE CHANGES**

Refer to the Rate Information Amendment(s).

### **WHEN IS PREMIUM DUE FOR THIS POLICY?**

Premium Due Dates: Premium due dates are based on the Premium Due Dates shown in the Rate Information Amendment(s).

The **Policyholder** must send all premiums to Unum on or before their respective due date. The premium must be paid in United States dollars.

### **WHEN ARE INCREASES OR DECREASES IN PREMIUM DUE?**

Premium increases or decreases which take effect during a policy month are adjusted and due on the next premium due date following the change. Changes will not be pro-rated daily.

If premiums are paid on other than a monthly basis, premiums for increases and decreases will result in a monthly pro-rated adjustment on the next premium due date.

Unum will only adjust premium for the current policy year and the prior policy year. In the case of fraud, premium adjustments will be made for all policy years.

## **WHAT INFORMATION DOES UNUM REQUIRE FROM THE POLICYHOLDER?**

The Policyholder must provide Unum with the following on a regular basis:

- information about employees:
  - who are eligible to become insured;
  - whose amounts of coverage change; and/or
  - whose coverage ends;
- occupational information and any other information that may be required to manage a claim; and
- any other information that may be reasonably required.

Policyholder records that, in Unum's opinion, have a bearing on this policy will be available for review by Unum at any reasonable time.

Clerical error or omission by Unum will not:

- prevent an employee from receiving coverage;
- affect the amount of an insured's coverage; or
- cause an employee's coverage to begin or continue when the coverage would not otherwise be effective.

## **WHO CAN CANCEL OR MODIFY THIS POLICY OR A PLAN UNDER THIS POLICY?**

This policy or a plan under this policy can be cancelled:

- by Unum; or
- by the Policyholder.

Unum may cancel or modify this policy or a plan if:

- there is less than 75% participation of those eligible employees who pay all or part of their premium for a plan; or
- there is less than 100% participation of those eligible employees for a Policyholder paid plan;
- the Policyholder does not promptly provide Unum with information that is reasonably required;
- the Policyholder fails to perform any of its obligations that relate to this policy;
- fewer than 10 employees are insured under a plan;
- the premium is not paid in accordance with the provisions of this policy that specify whether the Policyholder, the employee, or both, pay(s) the premiums;
- the Policyholder does not promptly report to Unum the names of any employees who are added or deleted from the eligible group;
- Unum determines that there is a significant change, in the size, occupation or age of the eligible group as a result of a corporate transaction such as a merger, divestiture, acquisition, sale, or reorganization of the Policyholder and/or its employees; or
- the Policyholder fails to pay any portion of the premium within the 31 day **grace period**.

If Unum cancels or modifies this policy or a plan for reasons other than the Policyholder's failure to pay premium, a written notice will be delivered to the Policyholder at least 31 days prior to the cancellation date or modification date. The Policyholder may cancel this policy or a plan if the modifications are unacceptable.

If any portion of the premium is not paid during the grace period, Unum will either cancel or modify the policy or plan automatically at the end of the grace period. The Policyholder is liable for premium for coverage during the grace period. The Policyholder must pay Unum all premium due for the full period each plan is in force.

The Policyholder may cancel this policy or a plan by written notice delivered to Unum at least 31 days prior to the cancellation date. When both the Policyholder and Unum agree, this policy or a plan can be cancelled on an earlier date. If Unum or the Policyholder cancels this policy or a plan, coverage will end at 12:00 midnight on the last day of coverage.

If this policy or a plan is cancelled, the cancellation will not affect a **payable claim**.

***WHAT HAPPENS TO AN EMPLOYEE'S COVERAGE UNDER THIS POLICY WHILE HE OR SHE IS ON A FAMILY AND MEDICAL LEAVE OF ABSENCE?***

We will continue the employee's coverage in accordance with the policyholder's Human Resource policy on family and medical leaves of absence if premium payments continue and the policyholder approved the employee's leave in writing.

Coverage will be continued until the end of the later of:

1. the leave period required by the federal Family and Medical Leave Act of 1993 and any amendments; or
2. the leave period required by applicable state law.

If the policyholder's Human Resource policy doesn't provide for continuation of an employee's coverage during a family and medical leave of absence, the employee's coverage will be reinstated when he or she returns to active employment.

We will not:

- apply a new waiting period;
- apply a new pre-existing conditions exclusion; or
- require evidence of insurability.

***DIVISIONS, SUBSIDIARIES OR AFFILIATED COMPANIES INCLUDE:***

***FOR SHORT TERM DISABILITY:***

NAME/LOCATION (CITY AND STATE)

None

***FOR LONG TERM DISABILITY:***

NAME/LOCATION (CITY AND STATE)

None

## CERTIFICATE SECTION

Unum Life Insurance Company of America (referred to as Unum) welcomes you as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Unum has written your certificate of coverage in plain English. However, a few terms and provisions are written as required by insurance law. If you have any questions about any of the terms and provisions, please consult Unum's claims paying office. Unum will assist you in any way to help you understand your benefits.

If the terms and provisions of the certificate of coverage (issued to you) are different from the policy (issued to the policyholder), the policy will govern. Your coverage may be cancelled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of the governing jurisdiction and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:01 a.m. and end at 12:00 midnight at the Policyholder's address.

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

## GENERAL PROVISIONS

### **WHAT IS THE CERTIFICATE OF COVERAGE?**

This certificate of coverage is a written statement prepared by Unum and may include attachments. It tells you:

- the coverage for which you may be entitled;
- to whom Unum will make a payment; and
- the limitations, exclusions and requirements that apply within a plan.

### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are working for your Employer in an eligible group, the date you are eligible for coverage is the later of:

- the plan effective date; or
- the day after you complete your **waiting period**.

### **WHEN DOES YOUR COVERAGE BEGIN?**

When your Employer pays 100% of the cost of your coverage under a plan, you will be covered at 12:01 a.m. on the date you are eligible for coverage.

When you and your Employer share the cost of your coverage under a plan or when you pay 100% of the cost yourself, you will be covered at 12:01 a.m. on the latest of:

- the date you are eligible for coverage, if you apply for insurance on or before that date;
- the date you apply for insurance, if you apply within 31 days after your eligibility date; or
- the date Unum approves your application, if **evidence of insurability** is required.

Evidence of insurability is required if you:

- are a late applicant, which means you apply for coverage more than 31 days after the date you are eligible for coverage; or
- voluntarily cancelled your coverage and are reapplying.

An evidence of insurability form can be obtained from your Employer.

### **WHAT IF YOU ARE ABSENT FROM WORK ON THE DATE YOUR COVERAGE WOULD NORMALLY BEGIN?**

If you are absent from work due to injury, sickness, temporary layoff or leave of absence, your coverage will begin on the date you return to **active employment**.

### **ONCE YOUR COVERAGE BEGINS, WHAT HAPPENS IF YOU ARE TEMPORARILY NOT WORKING?**

If you are on a temporary **layoff**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your temporary layoff begins.

If you are on a **leave of absence**, and if premium is paid, you will be covered through the end of the month that immediately follows the month in which your leave of absence begins.

### **WHEN WILL CHANGES TO YOUR COVERAGE TAKE EFFECT?**

Once your coverage begins, any increased or additional coverage will take effect immediately if you are in active employment or if you are on a covered layoff or leave of absence. If you are not in active employment due to injury or sickness, any increased or additional coverage will begin on the date you return to active employment.

Any decrease in coverage will take effect immediately but will not affect a **payable claim** that occurs prior to the decrease.

### **WHEN DOES YOUR COVERAGE END?**

Your coverage under the policy or a plan ends on the earliest of:

- the date the policy or a plan is cancelled;
- the date you no longer are in an eligible group;
- the date your eligible group is no longer covered;
- the last day of the period for which you made any required contributions; or
- the last day you are in active employment except as provided under the covered layoff or leave of absence provision.

Unum will provide coverage for a payable claim which occurs while you are covered under the policy or plan.

### **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You can start legal action regarding your claim 60 days after proof of claim has been given and up to 3 years from the time proof of claim is required, unless otherwise provided under federal law.

### **HOW CAN STATEMENTS MADE IN YOUR APPLICATION FOR THIS COVERAGE BE USED?**

Unum considers any statements you or your Employer make in a signed application for coverage a representation and not a warranty. If any of the statements you or your Employer make are not complete and/or not true at the time they are made, we can:

- reduce or deny any claim; or
- cancel your coverage from the original effective date.

We will use only statements made in a signed application as a basis for doing this.

If the Employer gives us information about you that is incorrect, we will:

- use the facts to decide whether you have coverage under the plan and in what amounts; and
- make a fair adjustment of the premium.

## **HOW WILL UNUM HANDLE INSURANCE FRAUD?**

Unum wants to ensure you and your Employer do not incur additional insurance costs as a result of the undermining effects of insurance fraud. Unum promises to focus on all means necessary to support fraud detection, investigation, and prosecution.

It is a crime if you knowingly, and with intent to injure, defraud or deceive Unum, or provide any information, including filing a claim, that contains any false, incomplete or misleading information. These actions, as well as submission of materially false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. Unum will pursue all appropriate legal remedies in the event of insurance fraud.

## **DOES THE POLICY REPLACE OR AFFECT ANY WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

The policy does not replace or affect the requirements for coverage by any workers' compensation or state disability insurance.

## **DOES YOUR EMPLOYER ACT AS YOUR AGENT OR UNUM'S AGENT?**

For purposes of the policy, your Employer acts on its own behalf or as your agent. Under no circumstances will your Employer be deemed the agent of Unum.

## **SHORT TERM DISABILITY**

### **BENEFIT INFORMATION**

#### **HOW DOES UNUM DEFINE DISABILITY?**

You are disabled when Unum determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in weekly earnings due to the same sickness or injury.

If you have a Cesarean section, you will be considered disabled for a minimum period of 8 weeks beginning on the date of your Cesarean section, unless you return to work prior to the end of the 8 weeks.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

#### **HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?**

You must be continuously disabled through your **elimination period**.

If your disability is the result of an injury that occurs while you are covered under the plan, benefits begin on the later of:

- the date the injury occurs; or
- the date your **accumulated sick leave** payments end, if applicable.

If your disability is the result of a sickness, your elimination period is the later of:

- 7 days; or
- the date your accumulated sick leave payments end, if applicable.

#### **CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?**

Yes, provided you meet the definition of disability.

#### **WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?**

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a payment weekly for any period for which Unum is liable.

After the elimination period, if you are disabled for less than 1 week, we will send you 1/7th of your payment for each day of disability.

## **HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?**

We will follow this process to figure your payment:

### **All Police and Fire Employees**

1. Multiply your weekly earnings by 70%.
2. The maximum **weekly benefit** is \$1,500.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **weekly payment**.

### **All Employees not eligible in another group**

1. Multiply your weekly earnings by 70%.
2. The maximum **weekly benefit** is \$1,000.
3. Compare the answer from Item 1 with the maximum weekly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **weekly payment**.

## **WHAT ARE YOUR WEEKLY EARNINGS?**

### **All Employees not eligible in another group**

"Weekly Earnings" means your gross weekly income from your Employer in effect just prior to your date of disability. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

### **Firefighters**

"Weekly Earnings" means your gross weekly base pay from your Employer in effect just prior to your date of disability. Gross weekly base pay is computed based on your base rate of pay in effect just prior to your disability multiplied by your regularly scheduled work hours (not to exceed 56 hours per week). It includes your total base pay before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, shift differential or any other extra compensation, or income received from sources other than your Employer.

## **WHAT WILL WE USE FOR WEEKLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?**

If you become disabled while you are on a covered layoff or leave of absence, we will use your weekly earnings from your Employer in effect just prior to the date your absence begins.

## **HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?**

We will send you the weekly payment if you are disabled and your weekly disability earnings, if any, are less than 20% of your weekly earnings.

If you are disabled and your weekly **disability earnings** are from 20% through 80% of your weekly earnings, you will receive payments based on the percentage of income you are losing due to your disability. We will follow this process to figure your payment:

1. Subtract your disability earnings from your weekly earnings.
2. Divide the answer in Item 1 by your weekly earnings. This is your percentage of lost earnings.
3. Multiply your weekly payment as shown above by the answer in Item 2.

This is the amount Unum will pay you for each week.

Unum may require you to send proof of your disability earnings each week. We will adjust your weekly payment based on your disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

## **HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?**

If your disability earnings routinely fluctuate widely from week to week, Unum may average your disability earnings over the most recent 3 weeks to determine if your claim should continue.

If Unum averages your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last 3 weeks exceeds 80% of weekly earnings.

We will not pay you for any week during which disability earnings exceed 80% of weekly earnings.

## **WHAT ARE DEDUCTIBLE SOURCES OF INCOME?**

Unum will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive as disability income payments under any:
  - state compulsory benefit **act or law**.
  - other group insurance plan.
2. The amount that you receive:
  - under the mandatory portion of any "no fault" motor vehicle **plan**.
  - under Title 46, United States Code Section 688 (The Jones Act).
  - from a third party (after subtracting attorney's fees) by judgment, settlement or

otherwise.

3. The amount that you:

- receive as disability payments under your Employer's **retirement plan**.
- voluntarily elect to receive as retirement payments under your Employer's retirement plan.
- receive as retirement payments when you reach the later of age 62 or normal retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, Unum will consider your and your Employer's contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

Unum will only subtract deductible sources of income which are payable as a result of the same disability.

### ***WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?***

Unum will not subtract from your gross disability payment income you receive from, but not limited to, the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- salary continuation or accumulated sick leave plans

### ***WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)***

The minimum weekly payment is: \$25.

Unum may apply this amount toward an outstanding overpayment.

### **WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?**

When we determine that you may qualify for benefits under Item(s) 1 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Short Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1 in the deductible sources of income section and appeal your denial to all administrative levels Unum feels are necessary; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of the maximum period of payment.

### **HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?**

Unum will send you a payment each week up to the **maximum period of payment**. Your maximum period of payment is 26 weeks during a continuous period of disability.

### **WHEN WILL PAYMENTS STOP?**

We will stop sending you payments and your claim will end on the earliest of the following:

- when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under Unum's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;

- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- the date your disability earnings exceed the amount allowable under the plan;
- the date you die.

### **WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?**

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- **occupational sickness or injury**, however, Unum will cover disabilities due to occupational sicknesses or injuries for partners or sole proprietors who cannot be covered by a workers' compensation law.
- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- commission of a crime for which you have been convicted.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

Unum will not pay a benefit for any period of disability during which you are incarcerated.

### **WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME AND YOUR DISABILITY OCCURS AGAIN?**

1. If your current disability is related to or due to the same cause(s) as your prior disability for which Unum made a payment:

Unum will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for 14 consecutive days or less.

If you return to work on the 15th day, your current disability will be treated as a new claim. The new claim will be subject to all of the provisions of this plan and you will be required to satisfy a new elimination period.

2. If your current disability is unrelated to your prior disability for which Unum made a payment:

Unum will treat your current disability as part of your prior claim and you will not have to complete another elimination period when you are performing any occupation for your Employer on a full time basis for less than 1 full day.

Your disability, as outlined above, will be subject to the same terms of the plan as your prior claim.

If you do not satisfy Item 1 or 2 above, your disability will be treated as a new claim and will be subject to all of the policy provisions.

If you become entitled to payments under any other group short term disability plan, you will not be eligible for payments under the Unum plan.

## SHORT TERM DISABILITY

### OTHER BENEFIT FEATURES

#### **HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?**

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of Unum's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

We will make the final determination of your eligibility for participation in the program.

We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you.

The rehabilitation program may include, but is not limited to, the following services and benefits:

- coordination with your Employer to assist you to return to work;
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

#### **WHAT ADDITIONAL BENEFITS WILL UNUM PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?**

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$250 per week.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income.

In addition, we will make weekly payments to you for 3 weeks following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.

***WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?***

Benefits for the Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum's Rehabilitation and Return to Work Assistance program; or
- any other date on which weekly payments would stop in accordance with this plan.

## LONG TERM DISABILITY

### BENEFIT INFORMATION

#### **HOW DOES UNUM DEFINE DISABILITY?**

You are disabled when Unum determines that:

- you are **limited** from performing the **material and substantial duties** of your **regular occupation** due to your **sickness or injury**; and
- you have a 20% or more loss in your **indexed monthly earnings** due to the same sickness or injury.

After 24 months of payments, you are disabled when Unum determines that due to the same sickness or injury, you are unable to perform the duties of any **gainful occupation** for which you are reasonably fitted by education, training or experience.

You must be under the regular care of a physician in order to be considered disabled.

The loss of a professional or occupational license or certification does not, in itself, constitute disability.

We may require you to be examined by a physician, other medical practitioner and/or vocational expert of our choice. Unum will pay for this examination. We can require an examination as often as it is reasonable to do so. We may also require you to be interviewed by an authorized Unum Representative.

#### **HOW LONG MUST YOU BE DISABLED BEFORE YOU ARE ELIGIBLE TO RECEIVE BENEFITS?**

You must be continuously disabled through your **elimination period**. Unum will treat your disability as continuous if your disability stops for 30 days or less during the elimination period. The days that you are not disabled will not count toward your elimination period.

Your elimination period is the later of:

- 180 days; or
- the date your **accumulated sick leave** or insured Short Term Disability or **paid time off (PTO)** payments end, if applicable.

#### **CAN YOU SATISFY YOUR ELIMINATION PERIOD IF YOU ARE WORKING?**

Yes. If you are working while you are disabled, the days you are disabled will count toward your elimination period.

#### **WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?**

You will begin to receive payments when we approve your claim, providing the elimination period has been met and you are disabled. We will send you a payment monthly for any period for which Unum is liable.

## **HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED?**

We will follow this process to figure your payment:

### **All Employees not eligible in another group**

1. Multiply your monthly earnings by 66.6667%.
2. The maximum **monthly benefit** is \$4,000.
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **monthly payment**.

### **All Police and Fire Union Employees**

1. Multiply your monthly earnings by 66.6667%.
2. The maximum **monthly benefit** is \$6,000.
3. Compare the answer from Item 1 with the maximum monthly benefit. The lesser of these two amounts is your **gross disability payment**.
4. Subtract from your gross disability payment any **deductible sources of income**.

The amount figured in Item 4 is your **monthly payment**.

## **WILL UNUM EVER PAY MORE THAN 100% OF MONTHLY EARNINGS?**

The total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 100% of your monthly earnings. However, if you are participating in Unum's Rehabilitation and Return to Work Assistance program, the total benefit payable to you on a monthly basis (including all benefits provided under this plan) will not exceed 110% of your monthly earnings.

## **WHAT ARE YOUR MONTHLY EARNINGS?**

### **All Employees not eligible in another group**

"Monthly Earnings" means your gross monthly income from your Employer in effect just prior to your date of disability. It includes your total income before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, any other extra compensation, or income received from sources other than your Employer.

### **Firefighters**

"Monthly Earnings" means your gross monthly base pay from your Employer in effect just prior to your date of disability. Gross monthly base pay is computed based on your base rate of pay in effect just prior to your disability multiplied by your regularly scheduled work hours (not to exceed 56 hours per week). It includes your total base pay before taxes. It is prior to any deductions made for pre-tax contributions to a qualified deferred compensation plan, Section 125 plan, or flexible spending account. It does not include income received from commissions, bonuses, overtime pay, shift differential or any other extra compensation, or income received from sources other than your Employer.

## **WHAT WILL WE USE FOR MONTHLY EARNINGS IF YOU BECOME DISABLED DURING A COVERED LAYOFF OR LEAVE OF ABSENCE?**

If you become disabled while you are on a covered layoff or leave of absence, we will use your monthly earnings from your Employer in effect just prior to the date your absence begins.

## **HOW MUCH WILL UNUM PAY YOU IF YOU ARE DISABLED AND WORKING?**

We will send you the monthly payment if you are disabled and your monthly **disability earnings**, if any, are less than 20% of your indexed monthly earnings, due to the same sickness or injury.

If you are disabled and your monthly disability earnings are from 20% through 80% of your indexed monthly earnings, due to the same sickness or injury, Unum will figure your payment as follows:

During the first 12 months of payments, while working, your monthly payment will not be reduced as long as disability earnings plus the gross disability payment does not exceed 100% of indexed monthly earnings.

1. Add your monthly disability earnings to your gross disability payment.
2. Compare the answer in Item 1 to your indexed monthly earnings.

If the answer from Item 1 is less than or equal to 100% of your indexed monthly earnings, Unum will not further reduce your monthly payment.

If the answer from Item 1 is more than 100% of your indexed monthly earnings, Unum will subtract the amount over 100% from your monthly payment.

After 12 months of payments, while working, you will receive payments based on the percentage of income you are losing due to your disability.

1. Subtract your disability earnings from your indexed monthly earnings.
2. Divide the answer in Item 1 by your indexed monthly earnings. This is your percentage of lost earnings.
3. Multiply your monthly payment by the answer in Item 2.

This is the amount Unum will pay you each month.

Unum may require you to send proof of your monthly disability earnings at least quarterly. We will adjust your payment based on your quarterly disability earnings.

As part of your proof of disability earnings, we can require that you send us appropriate financial records which we believe are necessary to substantiate your income.

After the elimination period, if you are disabled for less than 1 month, we will send you 1/30 of your payment for each day of disability.

## **HOW CAN WE PROTECT YOU IF YOUR DISABILITY EARNINGS FLUCTUATE?**

If your disability earnings routinely fluctuate widely from month to month, Unum may average your disability earnings over the most recent 3 months to determine if your claim should continue.

If Unum averages your disability earnings, we will not terminate your claim unless the average of your disability earnings from the last 3 months exceeds 80% of indexed monthly earnings.

We will not pay you for any month during which disability earnings exceed 80% of indexed monthly earnings.

## **WHAT ARE DEDUCTIBLE SOURCES OF INCOME?**

Unum will subtract from your gross disability payment the following deductible sources of income:

1. The amount that you receive or are entitled to receive under:
  - a workers' compensation law.
  - an occupational disease law.
  - any other **act** or **law** with similar intent.
2. The amount that you receive or are entitled to receive as disability income payments under any:
  - state compulsory benefit **act** or **law**.
  - other group insurance plan.
  - governmental retirement system as a result of your job with your Employer.
3. The amount that you, your spouse and your children receive or are entitled to receive as disability payments because of your disability under:
  - the United States Social Security Act.
  - the Canada Pension **Plan**.
  - the Quebec Pension Plan.
  - any similar plan or act.
4. The amount that you receive as retirement payments or the amount your spouse and children receive as retirement payments because you are receiving retirement payments under:
  - the United States Social Security Act.
  - the Canada Pension Plan.
  - the Quebec Pension Plan.
  - any similar plan or act.
5. The amount that you:
  - receive as disability payments under your Employer's **retirement plan**.
  - voluntarily elect to receive as retirement payments under your Employer's retirement plan.
  - receive as retirement payments when you reach the later of age 62 or normal

retirement age, as defined in your Employer's retirement plan.

Disability payments under a retirement plan will be those benefits which are paid due to disability and do not reduce the retirement benefit which would have been paid if the disability had not occurred.

Retirement payments will be those benefits which are based on your Employer's contribution to the retirement plan. Disability benefits which reduce the retirement benefit under the plan will also be considered as a retirement benefit.

Regardless of how the retirement funds from the retirement plan are distributed, Unum will consider your and your Employer's contributions to be distributed simultaneously throughout your lifetime.

Amounts received do not include amounts rolled over or transferred to any eligible retirement plan. Unum will use the definition of eligible retirement plan as defined in Section 402 of the Internal Revenue Code including any future amendments which affect the definition.

6. The amount that you receive under Title 46, United States Code Section 688 (The Jones Act).

With the exception of retirement payments, Unum will only subtract deductible sources of income which are payable as a result of the same disability.

We will not reduce your payment by your Social Security retirement income if your disability begins after age 65 and you were already receiving Social Security retirement payments.

#### **WHAT ARE NOT DEDUCTIBLE SOURCES OF INCOME?**

Unum will not subtract from your gross disability payment income you receive from, but not limited to, the following:

- 401(k) plans
- profit sharing plans
- thrift plans
- tax sheltered annuities
- stock ownership plans
- non-qualified plans of deferred compensation
- pension plans for partners
- military pension and disability income plans
- credit disability insurance
- franchise disability income plans
- a retirement plan from another Employer
- individual retirement accounts (IRA)
- individual disability income plans
- no fault motor vehicle plans
- **salary continuation or accumulated sick leave or paid time off (PTO) plans**

#### **WHAT IF SUBTRACTING DEDUCTIBLE SOURCES OF INCOME RESULTS IN A ZERO BENEFIT? (Minimum Benefit)**

The minimum monthly payment is the greater of:

- \$100; or
- 10% of your gross disability payment.

Unum may apply this amount toward an outstanding overpayment.

### ***WHAT HAPPENS WHEN YOU RECEIVE A COST OF LIVING INCREASE FROM DEDUCTIBLE SOURCES OF INCOME?***

Once Unum has subtracted any deductible source of income from your gross disability payment, Unum will not further reduce your payment due to a cost of living increase from that source.

### ***WHAT IF UNUM DETERMINES YOU MAY QUALIFY FOR DEDUCTIBLE INCOME BENEFITS?***

When we determine that you may qualify for benefits under Item(s) 1, 2 and 3 in the deductible sources of income section, we will estimate your entitlement to these benefits. We can reduce your payment by the estimated amounts if such benefits:

- have not been awarded; and
- have not been denied; or
- have been denied and the denial is being appealed.

Your Long Term Disability payment will NOT be reduced by the estimated amount if you:

- apply for the disability payments under Item(s) 1, 2 and 3 in the deductible sources of income section and appeal your denial to all administrative levels Unum feels are necessary; and
- sign Unum's payment option form. This form states that you promise to pay us any overpayment caused by an award.

If your payment has been reduced by an estimated amount, your payment will be adjusted when we receive proof:

- of the amount awarded; or
- that benefits have been denied and all appeals Unum feels are necessary have been completed. In this case, a lump sum refund of the estimated amount will be made to you.

If you receive a lump sum payment from any deductible sources of income, the lump sum will be pro-rated on a monthly basis over the time period for which the sum was given. If no time period is stated, we will use a reasonable one.

### ***HOW LONG WILL UNUM CONTINUE TO SEND YOU PAYMENTS?***

Unum will send you a payment each month up to the **maximum period of payment**. Your maximum period of payment is based on your age at disability as follows:

<u>Age at Disability</u>	<u>Maximum Period of Payment</u>
Less than age 60	To age 65, but not less than 5 years
Age 60	60 months

Age 61	48 months
Age 62	42 months
Age 63	36 months
Age 64	30 months
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months

### **WHEN WILL PAYMENTS STOP?**

We will stop sending you payments and your claim will end on the earliest of the following:

- during the first 24 months of payments, when you are able to work in your regular occupation on a **part-time basis** but you choose not to;
- after 24 months of payments, when you are able to work in any gainful occupation on a part-time basis but you choose not to;
- if you are working and your monthly disability earnings exceed 80% of your indexed monthly earnings, the date your earnings exceed 80%;
- the end of the maximum period of payment;
- the date you are no longer disabled under the terms of the plan, unless you are eligible to receive benefits under Unum's Rehabilitation and Return to Work Assistance program;
- the date you fail to submit proof of continuing disability;
- after 12 months of payments if you are considered to reside outside the United States or Canada. You will be considered to reside outside these countries when you have been outside the United States or Canada for a total period of 6 months or more during any 12 consecutive months of benefits;
- the date you die.

### **WHAT DISABILITIES HAVE A LIMITED PAY PERIOD UNDER YOUR PLAN?**

The lifetime cumulative maximum benefit period for all disabilities due to **mental illness** and disabilities based primarily on **self-reported symptoms** is 24 months. Only 24 months of benefits will be paid for any combination of such disabilities even if the disabilities:

- are not continuous; and/or
- are not related.

Unum will continue to send you payments beyond the 24 month period if you meet one or both of these conditions:

1. If you are confined to a **hospital or institution** at the end of the 24 month period, Unum will continue to send you payments during your confinement.

If you are still disabled when you are discharged, Unum will send you payments for a recovery period of up to 90 days.

If you become reconfined at any time during the recovery period and remain confined for at least 14 days in a row, Unum will send payments during that

additional confinement and for one additional recovery period up to 90 more days.

2. In addition to Item 1, if, after the 24 month period for which you have received payments, you continue to be disabled and subsequently become confined to a hospital or institution for at least 14 days in a row, Unum will send payments during the length of the reconfinement.

Unum will not pay beyond the limited pay period as indicated above, or the maximum period of payment, whichever occurs first.

Unum will not apply the mental illness limitation to dementia if it is a result of:

- stroke;
- trauma;
- viral infection;
- Alzheimer's disease; or
- other conditions not listed which are not usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs, or other similar methods of treatment.

### ***WHAT DISABILITIES ARE NOT COVERED UNDER YOUR PLAN?***

Your plan does not cover any disabilities caused by, contributed to by, or resulting from your:

- intentionally self-inflicted injuries.
- active participation in a riot.
- loss of a professional license, occupational license or certification.
- commission of a crime for which you have been convicted.
- pre-existing condition.

Your plan will not cover a disability due to war, declared or undeclared, or any act of war.

Unum will not pay a benefit for any period of disability during which you are incarcerated.

### ***WHAT IS A PRE-EXISTING CONDITION?***

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to your effective date of coverage; and
- the disability begins in the first 12 months after your effective date of coverage.

### ***ARE INCREASES IN COVERAGE SUBJECT TO A PRE-EXISTING CONDITION?***

#### **All Police and Fire Union Employees**

Your plan will not provide a maximum monthly benefit in excess of \$4,000 which becomes effective on October 1, 2016 for any disability caused by, contributed to by, or resulting from the following pre-existing condition.

You have a pre-existing condition if:

- you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines in the 3 months just prior to October 1, 2016; and
- the disability begins in the first 12 months after October 1, 2016.

***WHAT HAPPENS IF YOU RETURN TO WORK FULL TIME WITH THE POLICYHOLDER AND YOUR DISABILITY OCCURS AGAIN?***

If you have a **recurrent disability**, Unum will treat your disability as part of your prior claim and you will not have to complete another elimination period if:

- you were continuously insured under the plan for the period between the end of your prior claim and your recurrent disability; and
- your recurrent disability occurs within 6 months from the end of your prior claim.

Your recurrent disability will be subject to the same terms of the plan as your prior claim and will be treated as a continuation of that disability.

Any disability which occurs after 6 months from the date your prior claim ended will be treated as a new claim. The new claim will be subject to all of the policy provisions, including the elimination period.

If you become entitled to payments under any other group long term disability plan, you will not be eligible for payments under the Unum plan.

## LONG TERM DISABILITY

### OTHER BENEFIT FEATURES

#### **WHAT BENEFITS WILL BE PROVIDED TO YOU OR YOUR FAMILY IF YOU DIE OR ARE TERMINALLY ILL? (Survivor Benefit)**

When Unum receives proof that you have died, we will pay your **eligible survivor** a lump sum benefit equal to 3 months of your gross disability payment if, on the date of your death:

- your disability had continued for 180 or more consecutive days; and
- you were receiving or were entitled to receive payments under the plan.

If you have no eligible survivors, payment will be made to your estate, unless there is none. In this case, no payment will be made.

However, we will first apply the survivor benefit to any overpayment which may exist on your claim.

You may receive your 3 month survivor benefit prior to your death if you have been diagnosed as terminally ill.

We will pay you a lump sum amount equal to 3 months of your gross disability payment if:

- you have been diagnosed with a terminal illness or condition;
- your life expectancy has been reduced to less than 12 months; and
- you are receiving monthly payments.

Your right to exercise this option and receive payment is subject to the following:

- you must make this election in writing to Unum; and
- your physician must certify in writing that you have a terminal illness or condition and your life expectancy has been reduced to less than 12 months.

This benefit is available to you on a voluntary basis and will only be payable once.

If you elect to receive this benefit prior to your death, no 3 month survivor benefit will be payable upon your death.

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)**

When the plan becomes effective, Unum will provide coverage for you if:

- you are not in active employment because of a sickness or injury; and
- you were covered by the prior policy.

Your coverage is subject to payment of premium.

Your payment will be limited to the amount that would have been paid by the prior carrier. Unum will reduce your payment by any amount for which your prior carrier is liable.

**WHAT IF YOU HAVE A DISABILITY DUE TO A PRE-EXISTING CONDITION WHEN YOUR EMPLOYER CHANGES INSURANCE CARRIERS TO UNUM? (Continuity of Coverage)**

Unum may send a payment if your disability results from a pre-existing condition if, you were:

- in active employment and insured under the plan on its effective date; and
- insured by the prior policy at the time of change.

In order to receive a payment you must satisfy the pre-existing condition provision under:

1. the Unum plan; or
2. the prior carrier's plan, if benefits would have been paid had that policy remained in force.

If you do not satisfy Item 1 or 2 above, Unum will not make any payments.

If you satisfy Item 1, we will determine your payments according to the Unum plan provisions.

If you only satisfy Item 2, we will administer your claim according to the Unum plan provisions. However, your payment will be the lesser of:

- a. the monthly benefit that would have been payable under the terms of the prior plan if it had remained in force; or
- b. the monthly payment under the Unum plan.

Your benefits will end on the earlier of the following dates:

1. the end of the maximum benefit period under the plan; or
2. the date benefits would have ended under the prior plan if it had remained in force.

**HOW CAN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM HELP YOU RETURN TO WORK?**

Unum has a vocational Rehabilitation and Return to Work Assistance program available to assist you in returning to work. We will determine whether you are eligible for this program. In order to be eligible for rehabilitation services and benefits, you must be medically able to engage in a return to work program.

Your claim file will be reviewed by one of Unum's rehabilitation professionals to determine if a rehabilitation program might help you return to gainful employment. As your file is reviewed, medical and vocational information will be analyzed to determine an appropriate return to work program.

We will make the final determination of your eligibility for participation in the program.

We will provide you with a written Rehabilitation and Return to Work Assistance plan developed specifically for you.

The rehabilitation program may include, but is not limited to, the following services and benefits:

- coordination with your Employer to assist you to return to work;
- adaptive equipment or job accommodations to allow you to work;
- vocational evaluation to determine how your disability may impact your employment options;
- job placement services;
- resume preparation;
- job seeking skills training; or
- education and retraining expenses for a new occupation.

**WHAT ADDITIONAL BENEFITS WILL UNUM PAY WHILE YOU PARTICIPATE IN A REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?**

We will pay an additional disability benefit of 10% of your gross disability payment to a maximum benefit of \$1,000 per month.

This benefit is not subject to policy provisions which would otherwise increase or reduce the benefit amount such as Deductible Sources of Income. However, the Total Benefit Cap will apply.

In addition, we will make monthly payments to you for 3 months following the date your disability ends if we determine you are no longer disabled while:

- you are participating in the Rehabilitation and Return to Work Assistance program; and
- you are not able to find employment.

This benefit payment may be paid in a lump sum.

**WHEN WILL REHABILITATION AND RETURN TO WORK ASSISTANCE BENEFITS END?**

Benefits for the Rehabilitation and Return to Work Assistance program will end on the earliest of the following dates:

- the date Unum determines that you are no longer eligible to participate in Unum's Rehabilitation and Return to Work Assistance program; or
- any other date on which monthly payments would stop in accordance with this plan.

**WHAT ADDITIONAL BENEFIT IS AVAILABLE FOR DEPENDENT CARE EXPENSES TO ENABLE YOU TO PARTICIPATE IN UNUM'S REHABILITATION AND RETURN TO WORK ASSISTANCE PROGRAM?**

While you are participating in Unum's Rehabilitation and Return to Work Assistance program, we will pay a Dependent Care Expense Benefit when you are disabled and you:

1. are incurring expenses to provide care for a child under the age of 15; and/or
2. start incurring expenses to provide care for a child age 15 or older or a family member who needs personal care assistance.

The payment of the Dependent Care Expense Benefit will begin immediately after you start Unum's Rehabilitation and Return to Work Assistance program.

Our payment of the Dependent Care Expense Benefit will:

1. be \$350 per month, per **dependent**; and
2. not exceed \$1,000 per month for all dependent care expenses combined.

To receive this benefit, you must provide satisfactory proof that you are incurring expenses that entitle you to the Dependent Care Expense Benefit.

Dependent Care Expense Benefits will end on the earlier of the following:

1. the date you are no longer incurring expenses for your dependent;
2. the date you no longer participate in Unum's Rehabilitation and Return to Work Assistance program; or
3. any other date payments would stop in accordance with this plan.

## OTHER SERVICES

These services are also available from us as part of your Unum Long Term Disability plan.

### ***IS THERE A WORK LIFE ASSISTANCE PROGRAM AVAILABLE WITH THE PLAN?***

We do provide you and your dependents access to a work life assistance program designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. This work life program is available for everyday issues as well as crisis support.

This service is also available to your Employer.

This program can be accessed by a 1-800 telephone number available 24 hours a day, 7 days a week or online through a website.

Information about this program can be obtained through your plan administrator.

### ***HOW CAN UNUM HELP YOUR EMPLOYER IDENTIFY AND PROVIDE WORKSITE MODIFICATION?***

A worksite modification might be what is needed to allow you to perform the material and substantial duties of your regular occupation with your Employer. One of our designated professionals will assist you and your Employer to identify a modification we agree is likely to help you remain at work or return to work. This agreement will be in writing and must be signed by you, your Employer and Unum.

When this occurs, Unum will reimburse your Employer for the cost of the modification, up to the greater of:

- \$1,000; or
- the equivalent of 2 months of your monthly benefit.

This benefit is available to you on a one time only basis.

### ***HOW CAN UNUM'S SOCIAL SECURITY CLAIMANT ADVOCACY PROGRAM ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?***

In order to be eligible for assistance from Unum's Social Security claimant advocacy program, you must be receiving monthly payments from us. Unum can provide expert advice regarding your claim and assist you with your application or appeal.

Receiving Social Security benefits may enable:

- you to receive Medicare after 24 months of disability payments;
- you to protect your retirement benefits; and
- your family to be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- helping you find appropriate legal representation;
- obtaining medical and vocational evidence; and
- reimbursing pre-approved case management expenses.

## GLOSSARY

**ACTIVE EMPLOYMENT** means you are working for your Employer for earnings that are paid regularly and that you are performing the material and substantial duties of your regular occupation. You must be working at least the minimum number of hours as described under Eligible Group(s) in each plan.

Your work site must be:

- your Employer's usual place of business;
- an alternative work site at the direction of your Employer, including your home; or
- a location to which your job requires you to travel.

Normal vacation is considered active employment.

Temporary and seasonal workers are excluded from coverage.

**DEDUCTIBLE SOURCES OF INCOME** means income from deductible sources listed in the plan which you receive or are entitled to receive while you are disabled. This income will be subtracted from your gross disability payment.

**DEPENDENT** means:

- your child(ren) under the age of 15; and
- your child(ren) age 15 or over or a family member who requires personal care assistance.

**DISABILITY EARNINGS** means the earnings which you receive while you are disabled and working, plus the earnings you could receive if you were working to your **maximum capacity**.

**ELIMINATION PERIOD** means a period of continuous disability which must be satisfied before you are eligible to receive benefits from Unum.

**EMPLOYEE** means a person who is in active employment in the United States with the Employer.

**EMPLOYER** means the Policyholder, and includes any division, subsidiary or affiliated company named in the policy.

**EVIDENCE OF INSURABILITY** means a statement of your medical history which Unum will use to determine if you are approved for coverage. Evidence of insurability will be at Unum's expense.

**GAINFUL OCCUPATION** means an occupation that is or can be expected to provide you with an income within 12 months of your return to work, that exceeds:

80% of your indexed monthly earnings, if you are working; or  
60% of your indexed monthly earnings, if you are not working.

**GRACE PERIOD** means the period of time following the premium due date during which premium payment may be made.

**GROSS DISABILITY PAYMENT** means the benefit amount before Unum subtracts deductible sources of income and disability earnings.

**HOSPITAL OR INSTITUTION** means an accredited facility licensed to provide care and treatment for the condition causing your disability.

**INDEXED MONTHLY EARNINGS** means your monthly earnings adjusted on each anniversary of benefit payments by the lesser of 10% or the current annual percentage increase in the Consumer Price Index. Your indexed monthly earnings may increase or remain the same, but will never decrease.

The Consumer Price Index (CPI-U) is published by the U.S. Department of Labor. Unum reserves the right to use some other similar measurement if the Department of Labor changes or stops publishing the CPI-U.

Indexing is only used as a factor in the determination of the percentage of lost earnings while you are disabled and working and in the determination of gainful occupation.

**INJURY** means a bodily injury that is the direct result of an accident and not related to any other cause. Injury which occurs before you are covered under the plan will be treated as a sickness. Disability must begin while you are covered under the plan.

**INSURED** means any person covered under a plan.

**LAW, PLAN OR ACT** means the original enactments of the law, plan or act and all amendments.

**LAYOFF or LEAVE OF ABSENCE** means you are temporarily absent from active employment for a period of time that has been agreed to in advance in writing by your Employer.

Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.

**LIMITED** means what you cannot or are unable to do.

**MATERIAL AND SUBSTANTIAL DUTIES** means duties that:

- are normally required for the performance of your regular occupation; and
- cannot be reasonably omitted or modified.

**- For Short Term Disability:**

**MAXIMUM CAPACITY** means, based on your restrictions and limitations, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.

**- For Long Term Disability:**

**MAXIMUM CAPACITY** means, based on your restrictions and limitations:

- during the first 24 months of disability, the greatest extent of work you are able to do in your regular occupation, that is reasonably available.
- beyond 24 months of disability, the greatest extent of work you are able to do in any occupation, that is reasonably available, for which you are reasonably fitted by education, training or experience.

**MAXIMUM PERIOD OF PAYMENT** means the longest period of time Unum will make payments to you for any one period of disability.

**MENTAL ILLNESS** means a psychiatric or psychological condition classified in the Diagnostic and Statistical Manual of Mental Health Disorders (DSM), published by the American Psychiatric Association, most current as of the start of a disability. Such disorders include, but are not limited to, psychotic, emotional or behavioral disorders, or disorders relatable to stress. If the DSM is discontinued or replaced, these disorders will be those classified in the diagnostic manual then used by the American Psychiatric Association as of the start of a disability.

**MONTHLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**MONTHLY EARNINGS** means your gross monthly income from your Employer as defined in the plan.

**MONTHLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**OCCUPATIONAL SICKNESS OR INJURY** means a sickness or injury that was caused by or aggravated by any employment for pay or profit.

**- For Short Term Disability:**

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your weekly earnings.

**- For Long Term Disability:**

**PART-TIME BASIS** means the ability to work and earn between 20% and 80% of your indexed monthly earnings.

**PAYABLE CLAIM** means a claim for which Unum is liable under the terms of the policy.

**PHYSICIAN** means:

- a person performing tasks that are within the limits of his or her medical license; and
- a person who is licensed to practice medicine and prescribe and administer drugs or to perform surgery; or
- a person with a doctoral degree in Psychology (Ph.D. or Psy.D.) whose primary practice is treating patients; or
- a person who is a legally qualified medical practitioner according to the laws and regulations of the governing jurisdiction.

Unum will not recognize you, or your spouse, children, parents or siblings as a physician for a claim that you send to us.

**PLAN** means a line of coverage under the policy.

**POLICYHOLDER** means the Employer to whom the policy is issued.

**PRE-EXISTING CONDITION** means a condition for which you received medical treatment, consultation, care or services including diagnostic measures, or took prescribed drugs or medicines for your condition during the given period of time as stated in the plan.

**RECURRENT DISABILITY** means a disability which is:

- caused by a worsening in your condition; and
- due to the same cause(s) as your prior disability for which Unum made a Long Term Disability payment.

**REGULAR CARE** means:

- you personally visit a physician as frequently as is medically required, according to generally accepted medical standards, to effectively manage and treat your disabling condition(s); and
- you are receiving the most appropriate treatment and care which conforms with generally accepted medical standards, for your disabling condition(s) by a physician whose specialty or experience is the most appropriate for your disabling condition(s), according to generally accepted medical standards.

**REGULAR OCCUPATION** means the occupation you are routinely performing when your disability begins. Unum will look at your occupation as it is normally performed in the national economy, instead of how the work tasks are performed for a specific employer or at a specific location.

**RETIREMENT PLAN** means a defined contribution plan or defined benefit plan. These are plans which provide retirement benefits to employees and are not funded entirely by employee contributions. Retirement Plan includes but is not limited to any plan which is part of any federal, state, county, municipal or association retirement system.

**- For Short Term Disability:**

**SALARY CONTINUATION OR ACCUMULATED SICK LEAVE** means continued payments to you by your Employer of all or part of your weekly earnings, after you become disabled as defined by the Policy. This continued payment must be part of an established plan maintained by your Employer for the benefit of all employees covered under the Policy. Salary continuation or accumulated sick leave does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account in calculating your weekly payment.

**- For Long Term Disability:**

**SALARY CONTINUATION, ACCUMULATED SICK LEAVE OR PAID TIME OFF (PTO)** means continued payments to you by your Employer of all or part of your monthly earnings, after you become disabled as defined by the Policy. This continued payment must be part of an established plan maintained by your Employer for the benefit of all employees covered under the Policy. Salary continuation, accumulated sick leave or paid time off (PTO) does not include compensation paid to you by your Employer for work you actually perform after your disability begins. Such compensation is considered disability earnings, and would be taken into account in calculating your monthly payment.

**SELF-REPORTED SYMPTOMS** means the manifestations of your condition which you tell your physician, that are not verifiable using tests, procedures or clinical examinations standardly accepted in the practice of medicine. Examples of self-reported symptoms include, but are not limited to headaches, pain, fatigue, stiffness, soreness, ringing in ears, dizziness, numbness and loss of energy.

**SICKNESS** means an illness or disease. Disability must begin while you are covered under the plan.

**SURVIVOR, ELIGIBLE** means your spouse, if living; otherwise your children under age 25 equally.

**TOTAL COVERED PAYROLL** means the total amount of monthly earnings for which employees are insured under this plan.

**WAITING PERIOD** means the continuous period of time (shown in each plan) that you must be in active employment in an eligible group before you are eligible for coverage under a plan.

**WE, US and OUR** means Unum Life Insurance Company of America.

**WEEKLY BENEFIT** means the total benefit amount for which an employee is insured under this plan subject to the maximum benefit.

**WEEKLY EARNINGS** means your gross weekly income from your Employer as defined in the plan.

**WEEKLY PAYMENT** means your payment after any deductible sources of income have been subtracted from your gross disability payment.

**YOU** means an employee who is eligible for Unum coverage.

**Additional Claim and Appeal Information  
Relative to policy issued by Unum Life Insurance Company of America ("Unum")**

## **APPLICABILITY OF ERISA**

If the policy provides benefits under a Plan which is subject to the Employee Retirement Income Security Act of 1974 (ERISA), the following provisions apply. Whether a Plan is governed by ERISA is determined by a court, however, your Employer may have information related to ERISA applicability. If ERISA applies, the following items constitute the Plan: the additional information contained in this document, the policy, including your certificate of coverage, and any additional summary plan description information provided by the Plan Administrator. Benefit determinations are controlled exclusively by the policy, your certificate of coverage, and the information in this document.

## **HOW TO FILE A CLAIM**

If you wish to file a claim for benefits, you should follow the claim procedures described in your insurance certificate. To complete your claim filing, Unum must receive the claim information it requests from you (or your authorized representative), your attending physician and your Employer. If you or your authorized representative has any questions about what to do, you or your authorized representative should contact Unum directly.

## **CLAIMS PROCEDURES**

Unum will give you notice of the decision no later than 45 days after the claim is filed. This time period may be extended twice by 30 days if Unum both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies you of the circumstances requiring the extension of time and the date by which Unum expects to render a decision. If such an extension is necessary due to your failure to submit the information necessary to decide the claim, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days within which to provide the specified information. If you deliver the requested information within the time specified, any 30 day extension period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your claim without that information.

If your claim for benefits is wholly or partially denied, the notice of adverse benefit determination under the Plan will:

- state the specific reason(s) for the determination;
- reference specific Plan provision(s) on which the determination is based;
- describe additional material or information necessary to complete the claim and why such information is necessary;
- describe Plan procedures and time limits for appealing the determination, and your right to obtain information about those procedures and the right to bring a lawsuit under Section 502(a) of ERISA following an adverse determination from Unum on appeal; and

- disclose any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or state that such information will be provided free of charge upon request).

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

## APPEAL PROCEDURES

You have 180 days from the receipt of notice of an adverse benefit determination to file an appeal. Requests for appeals should be sent to the address specified in the claim denial. A decision on review will be made not later than 45 days following receipt of the written request for review. If Unum determines that special circumstances require an extension of time for a decision on review, the review period may be extended by an additional 45 days (90 days in total). Unum will notify you in writing if an additional 45 day extension is needed.

If an extension is necessary due to your failure to submit the information necessary to decide the appeal, the notice of extension will specifically describe the required information, and you will be afforded at least 45 days to provide the specified information. If you deliver the requested information within the time specified, the 45 day extension of the appeal period will begin after you have provided that information. If you fail to deliver the requested information within the time specified, Unum may decide your appeal without that information.

You will have the opportunity to submit written comments, documents, or other information in support of your appeal. You will have access to all relevant documents as defined by applicable U.S. Department of Labor regulations. The review of the adverse benefit determination will take into account all new information, whether or not presented or available at the initial determination. No deference will be afforded to the initial determination.

The review will be conducted by Unum and will be made by a person different from the person who made the initial determination and such person will not be the original decision maker's subordinate. In the case of a claim denied on the grounds of a medical judgment, Unum will consult with a health professional with appropriate training and experience. The health care professional who is consulted on appeal will not be the individual who was consulted during the initial determination or a subordinate. If the advice of a medical or vocational expert was obtained by the Plan in connection with the denial of your claim, Unum will provide you with the names of each such expert, regardless of whether the advice was relied upon.

A notice that your request on appeal is denied will contain the following information:

- the specific reason(s) for the determination;
- a reference to the specific Plan provision(s) on which the determination is based;
- a statement disclosing any internal rule, guidelines, protocol or similar criterion relied on in making the adverse determination (or a statement that such information will be provided free of charge upon request);

- a statement describing your right to bring a lawsuit under Section 502(a) of ERISA if you disagree with the decision;
- the statement that you are entitled to receive upon request, and without charge, reasonable access to or copies of all documents, records or other information relevant to the determination; and
- the statement that "You or your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency".

Notice of the determination may be provided in written or electronic form. Electronic notices will be provided in a form that complies with any applicable legal requirements.

Unless there are special circumstances, this administrative appeal process must be completed before you begin any legal action regarding your claim.

## **OTHER RIGHTS**

Unum, for itself and as claims fiduciary for the Plan, is entitled to legal and equitable relief to enforce its right to recover any benefit overpayments caused by your receipt of disability earnings or deductible sources of income from a third party. This right of recovery is enforceable even if the amount you receive from the third party is less than the actual loss suffered by you but will not exceed the benefits paid you under the policy. Unum and the Plan have an equitable lien over such sources of income until any benefit overpayments have been recovered in full.

## **DISCRETIONARY ACTS**

The Plan, acting through the Plan Administrator, delegates to Unum and its affiliate Unum Group discretionary authority to make benefit determinations under the Plan. Unum and Unum Group may act directly or through their employees and agents or further delegate their authority through contracts, letters or other documentation or procedures to other affiliates, persons or entities. Benefit determinations include determining eligibility for benefits and the amount of any benefits, resolving factual disputes, and interpreting and enforcing the provisions of the Plan. All benefit determinations must be reasonable and based on the terms of the Plan and the facts and circumstances of each claim.

Once you are deemed to have exhausted your appeal rights under the Plan, you have the right to seek court review under Section 502(a) of ERISA of any benefit determinations with which you disagree. The court will determine the standard of review it will apply in evaluating those decisions.

## Our Commitment to Privacy

We understand your privacy is important. We value our relationship with you and are committed to protecting the confidentiality of nonpublic personal information (NPI). This notice explains why we collect NPI, what we do with NPI and how we protect your privacy.

### COLLECTING INFORMATION

We collect NPI about our customers to provide them with insurance products and services. This may include telephone number, address, date of birth, occupation, income and health history. We may receive NPI from your applications and forms, medical providers, other insurers, employers, insurance support organizations and service providers.

### SHARING INFORMATION

We share the types of NPI described above primarily with people who perform insurance, business and professional services for us, such as helping us pay claims and detect fraud. We may share NPI with medical providers for insurance and treatment purposes. We may share NPI with an insurance support organization. The organization may retain the NPI and disclose it to others for whom it performs services. In certain cases, we may share NPI with group policyholders for reporting and auditing purposes. We may share NPI with parties to a proposed or final sale of insurance business or for study purposes. We may also share NPI when otherwise required or permitted by law, such as sharing with governmental or other legal authorities. When legally necessary, we ask your permission before sharing NPI about you. Our practices apply to our former, current and future customers.

Please be assured we do not share your health NPI to market any product or service. We also do not share any NPI to market non-financial products and services. For example, we do not sell your name to catalog companies.

The law allows us to share NPI as described above (except health information) with affiliates to market financial products and services. The law does not allow you to restrict these disclosures. We may also share with companies that help us market our insurance products and services, such as vendors that provide mailing services to us. We may share with other financial institutions to jointly market financial products and services. When required by law, we ask your permission before we share NPI for marketing purposes.

When other companies help us conduct business, we expect them to follow applicable privacy laws. We do not authorize them to use or share NPI except when necessary to conduct the work they are performing for us or to meet regulatory or other governmental requirements.

Unum companies, including insurers and insurance service providers, may share NPI about you with each other. The NPI might not be directly related to our transaction or experience with you. It may include financial or other personal information such as employment history. Consistent with the Fair Credit Reporting Act, we ask your permission before sharing NPI that is not directly related to our transaction or experience with you.

### COVERAGE DECISIONS

If we decide not to issue coverage to you, we will provide you with the specific reason(s) for our decision. We will also tell you how to access and correct certain NPI.

## **ACCESS TO INFORMATION**

You may request access to certain NPI we collect to provide you with insurance products and services. You must make your request in writing and send it to the address below. The letter should include your full name, address, telephone number and policy number if we have issued a policy. If you request, we will send copies of the NPI to you. If the NPI includes health information, we may provide the health information to you through a health care provider you designate. We will also send you information related to disclosures. We may charge a reasonable fee to cover our copying costs.

This section applies to NPI we collect to provide you with coverage. It does not apply to NPI we collect in anticipation of a claim or civil or criminal proceeding.

## **CORRECTION OF INFORMATION**

If you believe the NPI we have about you is incorrect, please write to us. Your letter should include your full name, address, telephone number and policy number if we have issued a policy. Your letter should also explain why you believe the NPI is inaccurate. If we agree with you, we will correct the NPI and notify you of the correction. We will also notify any person who may have received the incorrect NPI from us in the past two years if you ask us to contact that person.

If we disagree with you, we will tell you we are not going to make the correction. We will give you the reason(s) for our refusal. We will also tell you that you may submit a statement to us. Your statement should include the NPI you believe is correct. It should also include the reason(s) why you disagree with our decision not to correct the NPI in our files. We will file your statement with the disputed NPI. We will include your statement any time we disclose the disputed NPI. We will also give the statement to any person designated by you if we may have disclosed the disputed NPI to that person in the past two years.

## **SAFEGUARDING INFORMATION**

We have physical, electronic and procedural safeguards that protect the confidentiality and security of NPI. We give access only to employees who need to know the NPI to provide insurance products or services to you.

## **CONTACTING US**

For additional information about Unum's commitment to privacy and to view a copy of our HIPAA Privacy Notice, please visit [unum.com/privacy](http://unum.com/privacy) or [coloniallife.com](http://coloniallife.com). You may also write to: Privacy Officer, Unum, 2211 Congress Street, C476, Portland, Maine 04122.

*We reserve the right to modify this notice. We will provide you with a new notice if we make material changes to our privacy practices.*

*Unum is providing this notice to you on behalf of the following insuring companies: Unum Life Insurance Company of America, Unum Insurance Company, First Unum Life Insurance Company, Provident Life and Accident Insurance Company, Provident Life and Casualty Insurance Company, Colonial Life & Accident Insurance Company and The Paul Revere Life Insurance Company.*

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MK-1883 (09/15)

**ATTACHMENT "I"**  
**HRA Plan**



The Summary of Benefits and Coverage (SBC) document will help you choose a health [plan](#). The SBC shows you how you and the [plan](#) would share the cost for covered health care services. NOTE: Information about the cost of this [plan](#) (called the [premium](#)) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, go online at [www.cigna.com/sp](http://www.cigna.com/sp). For general definitions of common terms, such as [allowed amount](#), [balance billing](#), [coinsurance](#), [copayment](#), [deductible](#), [provider](#), or other [underlined](#) terms, see the Glossary. You can view the Glossary at <https://www.healthcare.gov/sbc-glossary> or call 1-800-Cigna24 to request a copy.

Important Questions	Answers	Why This Matters:
What is the overall <a href="#">deductible</a> ?	For <a href="#">in-network providers</a> : \$2,000/individual or \$4,000/family For <a href="#">out-of-network providers</a> : \$4,000/individual or \$8,000/family Combined medical/behavioral and pharmacy <a href="#">deductible</a> <a href="#">Deductible</a> per individual applies when the employee is the only individual covered under the <a href="#">plan</a> . Amount your employer contributes to your account: Up to \$1,500/individual or \$3,000/individual + spouse or child or \$3,000/family	Generally, you must pay all of the costs from <a href="#">providers</a> up to the <a href="#">deductible</a> amount before this <a href="#">plan</a> begins to pay. If you have other family members on the policy, the overall family <a href="#">deductible</a> must be met before the <a href="#">plan</a> begins to pay.
Are there services covered before you meet your <a href="#">deductible</a> ?	Yes. In-network <a href="#">preventive care</a> & immunizations.	This <a href="#">plan</a> covers some items and services even if you haven't yet met the <a href="#">deductible</a> amount. But a <a href="#">copayment</a> or <a href="#">coinsurance</a> may apply. For example, this <a href="#">plan</a> covers certain <a href="#">preventive services</a> without <a href="#">cost-sharing</a> and before you meet your <a href="#">deductible</a> . See a list of covered <a href="#">preventive services</a> at <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a> .
Are there other <a href="#">deductibles</a> for specific services?	No.	You don't have to meet <a href="#">deductibles</a> for specific services.
What is the <a href="#">out-of-pocket limit</a> for this <a href="#">plan</a> ?	For <a href="#">in-network providers</a> : \$3,000/individual or \$6,000/family For <a href="#">out-of-network providers</a> : \$6,000/individual or \$12,000/family Combined medical/behavioral and pharmacy <a href="#">out-of-pocket limit</a>	The <a href="#">out-of-pocket limit</a> is the most you could pay in a year for covered services. If you have other family members in this <a href="#">plan</a> , the overall family <a href="#">out-of-pocket limit</a> must be met.
What is not included in the <a href="#">out-of-pocket limit</a> ?	Penalties for failure to obtain <a href="#">pre-authorization</a> for services, certain drug coupon amounts, <a href="#">premiums</a> , <a href="#">balance-billing</a> charges, and health care this <a href="#">plan</a> doesn't cover.	Even though you pay these expenses, they don't count toward the <a href="#">out-of-pocket limit</a> .

Important Questions	Answers	Why This Matters:
Will you pay less if you use a <u>network provider</u> ?	Yes. See <a href="http://www.cigna.com">www.cigna.com</a> or call 1-800-Cigna24 for a list of <u>network providers</u> .	This <u>plan</u> uses a <u>provider network</u> . You will pay less if you use a <u>provider</u> in the <u>plan's network</u> . You will pay the most if you use an <u>out-of-network provider</u> , and you might receive a bill from a <u>provider</u> for the difference between the <u>provider</u> 's charge and what your <u>plan</u> pays ( <u>balance billing</u> ). Be aware your <u>network provider</u> might use an <u>out-of-network provider</u> for some services (such as lab work). Check with your <u>provider</u> before you get services.
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without a <u>referral</u> .



All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's</u> office or clinic	Primary care visit to treat an injury or illness	10% <u>coinsurance</u> /visit	30% <u>coinsurance</u>	None
	Specialist visit	10% <u>coinsurance</u> /visit	30% <u>coinsurance</u>	None
	Preventive care/ screening/ immunization	No charge <u>Deductible</u> does not apply	30% <u>coinsurance</u>	You may have to pay for services that aren't preventive. Ask your <u>provider</u> if the services needed are preventive. Then check what your <u>plan</u> will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
	Imaging (CT/PET scans, MRIs)	10% <u>coinsurance</u>	30% <u>coinsurance</u>	None
If you need drugs to treat your illness or condition  More information about <u>prescription drug coverage</u> is available at	Generic drugs (Tier 1)	30% <u>coinsurance</u> /prescription (retail 30 days), 30% <u>coinsurance</u> /prescription (retail 90 days); 30% <u>coinsurance</u> /prescription (home delivery 90 days)	30% <u>coinsurance</u> /prescription (retail 30 days); Not covered (retail and home delivery 90 days)	Coverage is limited up to a 90-day supply (retail and home delivery); up to a 30-day supply (retail) and a 90-day supply (home delivery) for <u>Specialty drugs</u> . Certain limitations may apply.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
<a href="http://www.cigna.com">www.cigna.com</a>	Preferred brand drugs (Tier 2)	40% <a href="#">coinsurance</a> /prescription (retail 30 days), 40% <a href="#">coinsurance</a> /prescription (retail 90 days); 40% <a href="#">coinsurance</a> /prescription (home delivery 90 days)	40% <a href="#">coinsurance</a> /prescription (retail 30 days); Not covered (retail and home delivery 90 days)	including, for example: prior authorization, step therapy, quantity limits. For drugs in the Cigna Patient Assurance Program you may pay less than the noted retail or home delivery cost share amounts. In-network Federally required preventive drugs will be provided at no charge.
	Non-preferred brand drugs (Tier 3)	50% <a href="#">coinsurance</a> /prescription (retail 30 days), 50% <a href="#">coinsurance</a> /prescription (retail 90 days); 50% <a href="#">coinsurance</a> /prescription (home delivery 90 days)	50% <a href="#">coinsurance</a> /prescription (retail 30 days); Not covered (retail and home delivery 90 days)	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	Physician/surgeon fees	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
If you need immediate medical attention	<a href="#">Emergency room care</a>	10% <a href="#">coinsurance</a>	10% <a href="#">coinsurance</a>	Out-of-network services are paid at the in-network cost share and <a href="#">deductible</a> .
	<a href="#">Emergency medical transportation</a>	10% <a href="#">coinsurance</a>	10% <a href="#">coinsurance</a>	Out-of-network air ambulance services are paid at the in-network cost share and <a href="#">deductible</a> .
	<a href="#">Urgent care</a>	10% <a href="#">coinsurance</a>	10% <a href="#">coinsurance</a>	None
If you have a hospital stay	Facility fee (e.g., hospital room)	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	Physician/surgeon fees	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	10% <a href="#">coinsurance</a> /office visit 10% <a href="#">coinsurance</a> /all other services	30% <a href="#">coinsurance</a> /office visit 30% <a href="#">coinsurance</a> /all other services	Includes medical services for MH/SA diagnoses.
	Inpatient services	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	Includes medical services for MH/SA diagnoses.
If you are pregnant	Office visits	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	Primary Care or <a href="#">Specialist</a> benefit levels apply for initial visit to confirm pregnancy.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		In-Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Childbirth/delivery professional services	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	<a href="#">Cost sharing</a> does not apply for preventive services. Depending on the type of services, a <a href="#">copayment</a> , <a href="#">coinsurance</a> or <a href="#">deductible</a> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e., ultrasound).
	Childbirth/delivery facility services	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	
If you need help recovering or have other special health needs	<a href="#">Home health care</a>	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	Coverage is limited to 40 days annual max. 16 hour maximum per day (The limit is not applicable to mental health and substance use disorder conditions.)
	<a href="#">Rehabilitation services</a>	10% <a href="#">coinsurance</a> /visit	30% <a href="#">coinsurance</a> /visit	None
	<a href="#">Habilitation services</a>	10% <a href="#">coinsurance</a> /visit	30% <a href="#">coinsurance</a> /visit	Services are covered when <a href="#">Medically Necessary</a> to treat a mental health condition (e.g. autism) or a congenital abnormality.
	<a href="#">Skilled nursing care</a>	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	<a href="#">Durable medical equipment</a>	10% <a href="#">coinsurance</a>	30% <a href="#">coinsurance</a>	None
	<a href="#">Hospice services</a>	10% <a href="#">coinsurance</a> /inpatient services 10% <a href="#">coinsurance</a> /outpatient services	30% <a href="#">coinsurance</a> /inpatient services 30% <a href="#">coinsurance</a> /outpatient services	None
	Children's eye exam	Not covered	Not covered	None
If your child needs dental or eye care	Children's glasses	Not covered	Not covered	None
	Children's dental check-up	Not covered	Not covered	None

## Excluded Services & Other Covered Services:

Services Your [Plan](#) Generally Does NOT Cover (Check your policy or [plan](#) document for more information and a list of any other [excluded services](#).)

<ul style="list-style-type: none"><li>• Acupuncture</li><li>• Cosmetic surgery</li><li>• Dental care (Adult)</li><li>• Dental care (Children)</li></ul>	<ul style="list-style-type: none"><li>• Eye care (Children)</li><li>• Hearing aids</li><li>• Long-term care</li><li>• Non-emergency care when traveling outside the U.S.</li></ul>	<ul style="list-style-type: none"><li>• Private-duty nursing</li><li>• Routine eye care (Adult)</li><li>• Routine foot care</li><li>• Weight loss programs</li></ul>
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Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan](#) document.)

<ul style="list-style-type: none"><li>• Bariatric Surgery (in-network only)</li></ul>	<ul style="list-style-type: none"><li>• Chiropractic care (combined with <a href="#">Rehabilitation Services</a>)</li></ul>	<ul style="list-style-type: none"><li>• Infertility treatment</li></ul>
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## Your Rights to Continue Coverage:

There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: Cigna at 1-800-Cigna24, Department of Health and Human Services, Center for Consumer Information and Insurance Oversight, at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov). Other coverage options may be available to you, too, including buying individual insurance coverage through the [Health Insurance Marketplace](#). For more information about the [Marketplace](#), visit [www.HealthCare.gov](http://www.HealthCare.gov) or call 1-800-318-2596.

## Your Grievance and Appeals Rights:

There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information on how to submit a [claim](#), [appeal](#) or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Cigna Customer service at 1-800-Cigna24. Additionally, a consumer assistance program can help you file your [appeal](#). Contact: Michigan Health Insurance Consumer Assistance Program (HICAP) at (877) 999-6442.

## Does this plan provide Minimum Essential Coverage? Yes.

[Minimum Essential Coverage](#) generally includes [plans](#), [health insurance](#) available through the [Marketplace](#) or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of [Minimum Essential Coverage](#), you may not be eligible for the [premium tax credit](#).

## Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

**Language Access Services:**

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-244-6224.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-244-6224.

Chinese (中文): 如果需要中文的帮助，请拨打这个号码 1-800-244-6224.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijjigo holne' 1-800-244-6224.

*To see examples of how this [plan](#) might cover costs for a sample medical situation, see the next section.*

## About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this [plan](#) might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your [providers](#) charge, and many other factors. Focus on the [cost sharing](#) amounts ([deductibles](#), [copayments](#) and [coinsurance](#)) and [excluded services](#) under the [plan](#). Use this information to compare the portion of costs you might pay under different health [plans](#). Please note these coverage examples are based on self-only coverage.

### Peg is Having a Baby

(9 months of in-network pre-natal care and a hospital delivery)

- The [plan's](#) overall [deductible](#) \$2,000
- [Specialist coinsurance](#) 10%
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:

[Specialist](#) office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
[Diagnostic tests](#) (*ultrasounds and blood work*)  
[Specialist](#) visit (*anesthesia*)

**Total Example Cost** **\$12,700**

In this example, Peg would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$2,000
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$1,100
What isn't covered	
Limits or exclusions	\$20
<b>The total Peg would pay is</b>	<b>\$3,120</b>

### Managing Joe's Type 2 Diabetes

(a year of routine in-network care of a well-controlled condition)

- The [plan's](#) overall [deductible](#) \$2,000
- [Specialist coinsurance](#) 10%
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:

[Primary care physician](#) office visits (*including disease education*)  
[Diagnostic tests](#) (*blood work*)  
[Prescription drugs](#)  
[Durable medical equipment](#) (*glucose meter*)

**Total Example Cost** **\$5,600**

In this example, Joe would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$2,000
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$900
What isn't covered	
Limits or exclusions	\$40
<b>The total Joe would pay is</b>	<b>\$2,940</b>

### Mia's Simple Fracture

(in-network emergency room visit and follow up care)

- The [plan's](#) overall [deductible](#) \$2,000
- [Specialist coinsurance](#) 10%
- Hospital (facility) [coinsurance](#) 10%
- Other [coinsurance](#) 10%

This EXAMPLE event includes services like:

[Emergency room care](#) (*including medical supplies*)  
[Diagnostic test](#) (*x-ray*)  
[Durable medical equipment](#) (*crutches*)  
[Rehabilitation services](#) (*physical therapy*)

**Total Example Cost** **\$2,800**

In this example, Mia would pay:

Cost Sharing	
<a href="#">Deductibles</a>	\$2,000
<a href="#">Copayments</a>	\$0
<a href="#">Coinsurance</a>	\$80
What isn't covered	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$2,080</b>

The [plan](#) would be responsible for the other costs of these EXAMPLE covered services.

Plan Name: HRA with PPO \_ Active with Medicare\_Non-Grandfather Ben Ver: 33 Plan ID: 37383199

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# Discrimination is against the law.

## Medical coverage

Cigna Healthcare complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. Cigna Healthcare does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

### Cigna Healthcare:

- Provides free aids and services to people with disabilities to communicate effectively with us, such as:
  - Qualified sign language interpreters
  - Written information in other formats (large print, audio, accessible electronic formats, other formats)
- Provides free language services to people whose primary language is not English, such as:
  - Qualified interpreters
  - Information written in other languages

If you need these services, contact customer service at the toll-free number shown on your ID card, and ask a Customer Service Associate for assistance.



If you believe that Cigna Healthcare has failed to provide these services or discriminated in another way on the basis of race, color, national origin, age, disability, or sex, you can file a grievance by sending an email to **ACAGrievance@Cigna.com** or by writing to the following address:

### Cigna Healthcare

Nondiscrimination Complaint Coordinator  
P.O. Box 188016  
Chattanooga, TN 37422

If you need assistance filing a written grievance, please call the number on the back of your ID card or send an email to **ACAGrievance@Cigna.com**. You can also file a civil rights complaint with the U.S. Department of Health and Human Services, Office for Civil Rights electronically through the Office for Civil Rights Complaint Portal, available at <https://ocrportal.hhs.gov/ocr/portal/lobby.jsf>, or by mail or phone at:

### U.S. Department of Health and Human Services

200 Independence Avenue, SW  
Room 509F, HHH Building  
Washington, DC 20201  
**1.800.368.1019, 800.537.7697 (TDD)**

Complaint forms are available at  
<https://www.hhs.gov/civil-rights/filing-a-complaint/complaint-process/index.html>

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## Proficiency of Language Assistance Services

**English** – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna Healthcare customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

**Spanish** – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna Healthcare, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar al 711).

**Chinese** – 注意：我們可為您免費提供語言協助服務。對於 Cigna Healthcare 的現有客戶，請致電您的 ID 卡背面的號碼。其他客戶請致電 1.800.244.6224 (聽障專線：請撥 711)。

**Vietnamese** – XIN LUU Ý: Quý vị được cung cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Dành cho khách hàng hiện tại của Cigna Healthcare, vui lòng gọi số ở mặt sau thẻ Hội viên. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

**Korean** – 주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna Healthcare 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주세요. 기타 다른 경우에는 1.800.244.6224 (TTY: 디얼 711) 번으로 전화해주세요.

**Tagalog** – PAUNAWA: Makakakuha ka ng mga serbisyo sa tulong sa wika nang libre. Para sa mga kasalukuyang customer ng Cigna Healthcare, tawagan ang numero sa likuran ng iyong ID card. O kaya, tumawag sa 1.800.244.6224 (TTY: I-dial ang 711).

**Russian** – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna Healthcare, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

– برجاء الانتباه خدمات الترجمة المجانية متاحة لكم. لعملاء Cigna Healthcare الحاليين برجاء الاتصال بالرقم المدون على ظهر بطاقةكم الشخصية. **Arabic**  
او اتصل ب 711 (TTY) 1.800.244.6224.

**French Creole** – ATANSYON: Gen sèvis èd nan lang ki disponib gratis pou ou. Pou kliyan Cigna Healthcare yo, rele nimewo ki dèyè kat ID ou. Sinon, rele nimewo 1.800.244.6224 (TTY: Rele 711).

**French** – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna Healthcare, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS : composez le numéro 711).

**Portuguese** – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna Healthcare atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

**Polish** – UWAGA: w celu skorzystania z dostępnej, bezpłatnej pomocy językowej, obecni klienci firmy Cigna Healthcare mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1 800 244 6224 (TTY: wybierz 711).

**Japanese** – 注意事項：日本語を話される場合、無料の言語支援サービスをご利用いただけます。現在のCigna Healthcareのお客様は、IDカード裏面の電話番号まで、お電話にてご連絡ください。その他の方は、1.800.244.6224 (TTY: 711) まで、お電話にてご連絡ください。

**Italian** – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna Healthcare attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenti TTY: chiamare il numero 711).

**German** – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna Healthcare-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

– توجه: خدمات کمک زبانی، به صورت رایگان به شما ارائه می شود. برای مشتریان فعلی Cigna Healthcare، لطفاً با شماره‌ای که در پشت کارت شناسایی شماست تماس بگیرید. در غیر اینصورت با شماره 1.800.244.6224 تماس بگیرید (شماره تلفن ویژه ناشنوايان: شماره 711 را شمار هگیری کنید). **Persian (Farsi)**