

**CITY OF GROSSE POINTE WOODS**  
**Electronic Committee-of-the-Whole Agenda**  
**Monday, January 11, 2021**  
**7:00 p.m.**

**Mayor Robert E. Novitke has called a meeting of the City Council, meeting as a Committee-of-the-Whole. The meeting will be conducted by video (Zoom) and telephone conference in accordance with the City of Grosse Pointe Woods City Council Resolution adopted November 16, 2020, establishing rules for remote attendance pursuant to Public Act 228. This notice is being provided to ensure that those wishing to participate in the meeting have an opportunity to do so. Additional instructions are listed below.**

Join Zoom Meeting

<https://zoom.us/j/93510378666?pwd=ZHZEbjNUTUFNZmtCVWN4NEJrdXhMdz09>

Meeting ID: 935 1037 8666

Passcode: 302899

Join by phone:

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 935 1037 8666

Passcode: 302899

Facilitator's Statement.

1. Call to Order
2. Roll Call
3. Acceptance of Agenda
4. Charter Section 4.5 – Administrative Service
5. Email 12/20/20 from Council Member Todd McConaghy, w/attachments
6. Grosse Pointe Woods Employee Handbook Rev. 04/01/19
7. New Business/Public Comment
8. Adjournment

**Lisa Kay Hathaway, MiPMC-3/MMC**  
**City Clerk**

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)

## POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services to individuals with disabilities. Closed captioning and audio will be provided for all electronic meetings. All additional requests must be made in advance of a meeting.

### Instructions for meeting participation

1. To join through Zoom: The meeting may be joined by clicking on the link provided on the agenda at the start time posted on the agenda, enter the meeting identification number, and password. Zoom may provide a couple of additional instructions for first time use. As an alternative to using the link, accessibility to the meeting may be obtained by using the browser at join.zoom.us. If having trouble logging in, try a different browser e.g. Chrome.

Join Zoom Meeting

<https://zoom.us/j/93510378666?pwd=ZHZEbjNUTUFNZmtCVWN4NEJrdXhMdz09>

Meeting ID: 935 1037 8666

Passcode: 302899

2. Join by telephone: Dial the toll-free conferencing number provided and enter the meeting identification number, and password. Dial \*9 to be heard under Public Comment.

Dial by your location

877 853 5247 US Toll-free

888 788 0099 US Toll-free

Meeting ID: 935 1037 8666

Passcode: 302899

In an effort to alleviate feedback and disruption of the meeting, choose one of the media options, either phone or Zoom, not both.

Meeting notices are posted on the City of Grosse Pointe Woods website home page at [www.gpwmi.us](http://www.gpwmi.us) and the on-line calendar, both containing a link to the agenda. The agenda contains all pertinent information including business to be conducted at the meeting, a hyperlink to participate using Zoom, and call-in telephone number with necessary meeting identification, and a password. Agendas will also be posted on six (6) City bulletin boards along Mack Avenue.

The following are procedures by which persons may contact members of the public body to provide input or ask questions:

1. To assist with meeting flow and organization, all public comment will be taken at the end of the meeting unless it is moved to a different location on the agenda upon a consensus of the Committee;
2. The phone-in audience, when making public comment please state your name (optional) when called upon;
3. Audience participants will be muted upon entry and will have a chance to speak during the public comment portion of the meeting at the end of the agenda, at which time the microphones will be unmuted.
4. Those joining by Zoom will also be muted and may use the virtual raised “hand” to request to be heard under Public Comment.

5. Those joining by telephone need to dial in using the phone number provided on the agenda. When prompted, enter the meeting number and the password also located on the agenda. Dial \*9 to be heard under Public Comment.
6. The published agenda invites participants from the community to provide written questions, comments, and concerns in advance of the meeting to any Elected Official or the City Clerk regarding relevant City business and may be read under Public Comment. Emails may be sent to:

Mayor Robert E. Novitke	<a href="mailto:mayornovitke@comcast.net">mayornovitke@comcast.net</a>	586 899-2082
Art Bryant, Council Member	<a href="mailto:arthurwbryant@gmail.com">arthurwbryant@gmail.com</a>	313 885-2174
Ken Gafa, Council Member	<a href="mailto:kgafa@comcast.net">kgafa@comcast.net</a>	313 580-0027
Vicki Granger, Council Member	<a href="mailto:grangergpw@aol.com">grangergpw@aol.com</a>	313 460-5250
Mike Koester, Council Member	<a href="mailto:koester.gpw@gmail.com">koester.gpw@gmail.com</a>	313 655-4190
Todd McConaghy, Council Member	<a href="mailto:todd.mcconaghygpw@yahoo.com">todd.mcconaghygpw@yahoo.com</a>	248 765-0628
Lisa Hathaway, City Clerk	<a href="mailto:lhathaway@gpwmi.us">lhathaway@gpwmi.us</a>	313 343-2447

You may contact Lisa Hathaway, City Clerk, at [lhathaway@gpwmi.us](mailto:lhathaway@gpwmi.us) should you have any questions prior to the meeting starting.

cc:

Council  
Anderson  
Fleury  
Berschback

Smith  
Hathaway  
Rec. Secretary  
Email Group

Media - Email  
Post -8  
File

<p><b>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</b></p>
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## **Section 4.5. - Administrative Service.**

[SHARE LINK TO SECTION](#)[PRINT SECTION](#)[DOWNLOAD \(DOCX\) OF SECTION](#)[EMAIL SECTION](#)

The administrative officers of the city shall be the City Administrator, Clerk, Treasurer, Assessor, Attorney, Chief of Police, Fire Chief and Superintendent of Public Works, and if the Council deems necessary a Health Officer, City Engineer, Water Superintendent and Building Inspector. The Council may by ordinance create additional administrative offices and may by resolution combine any administrative offices in any manner it deems necessary or advisable for the proper and efficient operation of the city.

The City Administrator, Clerk, Treasurer, Assessor and Attorney shall be appointed by the Council for an indefinite period, shall be responsible to and serve at the pleasure of the Council and shall have their compensation fixed by the Council. All administrative officers of the city except the City Administrator, Clerk, Treasurer, Assessor and Attorney shall be appointed or selected by the City Administrator for an indefinite period, shall be responsible to and hold office at the pleasure of the City Administrator and shall have their compensation fixed by the City Administrator in accordance with budget appropriations and any pay plan adopted by the Council. Appointments of administrative officers by the City Administrator shall be subject to confirmation by the Council, but he may discharge such officers without such confirmation.

Except as may be otherwise required by statute or this charter, the Council shall establish by ordinance such departments of the city as it deems necessary or advisable and shall prescribe therein the functions of each department and the duties, authorities and responsibilities of the officers of each department, but the Council may not diminish the duties or responsibilities of the office of City Administrator. The City Administrator may prescribe such duties and responsibilities of the officers of those departments responsible to him which are not inconsistent with this charter or with any ordinance or resolution.

All personnel employed by the city who are not elected officers of the city or declared to be administrative officers by or under the authority of this charter shall be deemed to be employees of the city. The head of each department shall have the power to hire and discharge the employees of his department without confirmation by the Council. Any employee who has been discharged may within ten days thereafter petition the Council to hear the facts regarding such discharge, and in any such case the Council may, in its own discretion, hold a hearing and inquire into such facts and may make such recommendation in the manner as it considers proper.

----- Original message -----

From: Todd McConaghy <todd.mcconaghygpw@yahoo.com>

Date: 12/20/20 2:11 PM (GMT-05:00)

To: "Robert E. Novitke" <mayornovitke@comcast.net>, "Arthur W. Bryant" <arthurwbryant@gmail.com>, Kenneth Gafa <kgafa@comcast.net>, "Victoria A. Granger" <grangergpw@aol.com>, Michael Koester <koester.gpw@gmail.com>, Todd McConaghy <todd.mcconaghygpw@yahoo.com>, "Jr. George R. McMullen" <george@grmcmullen.net>

Subject: Fw: Tom Fleury

All:

Attached please find correspondence from Attorney Tom Fleury for your review.

Be well,

Todd

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Todd,

In response to your inquiry, it may be helpful for your to review the correspondence I sent to Mayor Novitke on August 7, 2020 (copy attached). I have also attached City Attorney Chip Berschback's correspondence to me dated September 2, 2020, regarding the recommendations I made to the Mayor (see attachment). I have also attached the legal opinions referenced by Mr. Berschback in his email, which consist of letters from Mr. Berschback dated November 28, 2005; January 16, 2006; October 4, 2004; and the relevant Charter provisions.

It has been and continues to be my legal opinion that, although the City Charter specifically states that the "appointed officials" can only be hired and fired with Council approval, this would not prohibit City Council delegating to the City Administrator, with responsibility to supervise the day-to-day operations



of the "appointed officials." Therefore, the "appointed officials" would report directly to the City Administrator, just like all other department heads. The only difference would be that the City Administrator would not have the authority to "terminate" the "appointed officials." He would have to make a recommendation to City Council regarding "termination."

If you wish to discuss the above, do not hesitate to contact me.

This is to confirm that I am able to attend any Council committee meetings regarding these issues.

Tom

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Hi Tom:

As always, I hope that this email finds you well. It was a pleasure speaking with you on December 7th. As per our conversation, I am interested in your opinion as to whether the Grosse Pointe Woods City Council may delegate its authority to supervise the Treasurer/Comptroller and City Clerk to the City Administrator. I am also interested in your opinion as to whether our current arrangement, whereby the City Council has direct oversight over appointed officials, has the potential to expose Grosse Pointe Woods City Councilmembers to liability. Thank you for your time and attention to this matter. Should you have any questions or concerns regarding the forgoing, please do not hesitate to contact me.

Be well,

Todd

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Chip, I am available Wed (9-9) any time after 2:30 PM. Let's plan on 3:00 PM. I assume we can do this by telephone but if you want I can meet you at your office. It's on my way home.

There was no attachment to your email with the 2005-6 letters to council. Can you send them. Thanks,  
Tom

From: Berschback Law Offices <blbwlaw@yahoo.com>  
Sent: Wednesday, September 2, 2020 1:08 PM  
To: Thomas L. Fleury <tlf@kellerthoma.com>  
Subject: GPW - Employee Handbook - Attorney/Client Privilege

Tom:

Please let me know your availability to discuss the employee handbook. I am available September 3rd between 11 and 1:30, Tuesday, September 8th all day, and Wednesday, September 9th after 2:30 in the afternoon.

Here are my initial comments regarding your letter dated August 7, 2020:

1. 2.02 - Employee Types - I agree with your suggestions, but we have some charter issues to deal with on this topic. I have attached letters that were previously sent to the Mayor and Council in 2005 and 2006 dealing with the City Administrator's authority over appointed officials (who report to the Council) and those appointed officials employees. I certainly agree that we need to modify the employee handbook in some regard, but I am not sure the Council will want to entertain a charter amendment (if even necessary under your analysis) in the near future.
2. 2.03 - Equal Employment Opportunity - Agreed.
3. 2.05 - Application for Position Opening - Agreed. It appears that department heads and the Council would have to literally go through each position at City Hall to determine which ones are subject to internal posting. We need to discuss further.
4. 2.06 - Physical Examination and Drug Screening - Agreed.
5. 2.10 - Employee Complaint Procedure - Agreed, we have had some issues with this in recent years. Lets specifically discuss the existing provisions relating to appointed officials.

6. 2.11 - Personnel Files - Agreed. No issues.

7. 2.12 - Voluntary and Involuntary Termination - Agreed.

8. 2.13 - Appeal of Discharge - Agreed.

9. 2.14 - Exit Interview - Agreed.

10. 3.01 - Rules of Conduct - Agreed.

11. 3.02 - Harassment and Discrimination - Agreed.

12. 3.04 - Drug Free Workplace - In general agree, but there might be discussion about recreational use of marijuana by employees on their off time which is now legal and similar to drinking alcohol when not at work.

13. 3.21 - On the Job Injury and Property Damage - Agreed.

14. 3.22 - Return to Work, Light Duty and Fitness Duty - Agreed.

15. 4.05 - Overtime - Agreed, is your recommendation that the last sentence of 4.05 simply be deleted, or do we need to say more?

16. Unpaid/Paid Leave Time - Agreed, and I am assuming that you will want to obtain input from the Council at a COW before drafting details/criteria.

17. 4.12 - Workers' Compensation Leave of Absence - Agreed.

18. Appendix A - Agreed.



19. Appendix B - Agreed.

Thanks again Tom. Let me know when you want to talk.

Chip Berschback

Law Offices

24053 Jefferson Avenue

St. Clair Shores, MI 48080

586.777.0400 / 0430 fax

blbwlaw@yahoo.com

November 28, 2005

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: Office of the Deputy City Clerk

Dear Mayor and Council:

I was asked to review the Charter and ordinances relating to the office of the Deputy Clerk. (Please note that the following analysis also applies to the Office of the Deputy Treasurer under Sec. 2-66 through 2-69). Charter Section 4.5 defines the "administrative officers" as the City Administrator, Clerk, Treasurer, Assessor, Attorney, Chief of Police, Fire Chief (now known as the Director of Public Safety), Superintendent of Public Works, Health Officer, City Engineer, Water Superintendent and Building Inspector. Section 4.5 continues to read as follows: "The Council may by ordinance create additional administrative offices and may by resolution combine any administrative offices in a manner it deems necessary or advisable for the proper and efficient operation of the City."

Consistent with the above sentence, the Council by ordinance created an additional administrative office known as the Deputy City Clerk. See Code Ordinance Sec. 2-46 through 2-49. Sec. 2-49 states as follows:

Sec. 2-49. Appointment.

The office of the deputy city clerk shall be filled by the city administrator; such appointees shall perform all other services as may be required by the city administrator in addition to any of the services required under this division. Appointees shall hold office at the will and pleasure of the city administrator.

Accordingly, the City Administrator is charged with hiring the Deputy City Clerk and the Deputy Clerk holds office at the will and pleasure of the City Administrator.

Please note, however, that Section 4.5 also indicates: "Appointments of administrative officers by the City Administrator shall be subject to confirmation by the Council, but he may discharge

such officers without such confirmation". Accordingly, in the event that the City Administrator appoints a Deputy City Clerk, that appointment is subject to confirmation by the Council.

To summarize:

- The Charter allows the Council to create additional administrative offices by ordinance.
- The Council created a separate office for the Deputy Clerk and for the Deputy Treasurer.
- The Deputy City Clerk is hired by the City Administrator, subject to Council confirmation.
- The Deputy Clerk continues to hold office at the will and pleasure of the City Administrator.
- The Deputy Clerk may be discharged by the City Administrator without Council confirmation.
- Since the Charter allows Council to create these offices by ordinance, the Council has the power to change the ordinance or combine administrative offices.

I have attached the applicable Charter and Ordinance sections to this letter. Should you have any questions, please call.

Very truly yours,

DON R. BERSCHBACK

DRB:nmg  
Enclosures  
cc: Mark Wollenweber

January 16, 2006

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

**LEGAL OPINION**

Issue: Under the City Charter and/or applicable ordinances, what is the method and procedure to be used for the appointment of Deputy City Clerk or a Deputy City Treasurer?

Applicable Provisions: Charter Section 4.5 Administrative Service

Code Ordinance Article II. Division II. Deputy Clerk – Sec. 2.46 to 2.49

Code Ordinance Article II. Division III. Deputy Treasurer – Sec. 2.66 to 2.69

Dear Mayor and Council:

With the recent appointment of Lisa K. Hathaway as the City Clerk, I reviewed the applicable provisions of the City Charter and the ordinances relating to Administrative Officers, powers, and appointments. During my review I confirmed that, in accordance with provisions of 4.5 of the Charter (attached) that Ms. Hathaway was recommended for the office of Deputy City Clerk by the then City Administrator in October of 1997, and that she was confirmed to that position by confirmation of the Council in late October 1997.

I was recently informed that the office of Deputy City Clerk was “filled” in the year 2005 and that both the City Administrator (Mr. Wollenweber) and an employee of the Clerk’s Department (Jane Brown) were subsequently sworn in by former City Clerk Louise Warnke.\* Unless these two individuals were confirmed by the Council at a regular Council meeting (which I do not believe occurred), the Administrative Office of Deputy City Clerk is vacant. Any appointment and/or swearing in of a Deputy City Clerk is void unless prior to that swearing in that particular person(s) was confirmed by Council. Sec. 4.5.

The Charter Provisions take precedence over any ordinance. In general, an ordinance may not conflict with the provisions of a local Charter. *Theisen v. Dearborn City Council*, 320 Mich 446: (1948). After reading both the language of the City Charter and the pertinent language of Ordinances Sec. 2.46 through 2.49 and Sec. 2.66 through 2.69, it is my opinion that the Council should consider changes to the language contained in those ordinances. The ordinances pertain to

\*Historically, according to my discussion with Louise Warnke, the office of Deputy Clerk (and the appointment to that office) was for the purpose of having a functioning person to act in the place and stead of the City Clerk during his/her absence only.

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
January 16, 2006  
Page 2

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the Administrative Offices of the Deputy City Clerk and the Deputy City Treasurer. They are in apparent conflict with the applicable provisions of the Charter.

Under the Charter and ordinance, it is the prerogative of the City Administrator to nominate a person as Deputy City Clerk but that appointment must be confirmed by the City Council.

Very truly yours,

DON BERSCHBACK

CHIP BERSCHBACK

CTB:nmg

Enclosure

cc: Mark Wollenweber

PLEASE NOTE  
NEW E-MAIL  
donberschback@yahoo.com

DON R. BERSCHBACK  
ATTORNEY AND COUNSELOR AT LAW  
24053 JEFFERSON AVENUE  
POST OFFICE BOX 319  
ST. CLAIR SHORES, MICHIGAN 48080-0319

(586) 777-0400  
FAX (586) 777-0430  
E-MAIL donberschback@ameritech.net

INFORMATION  
ONLY

OF COUNSEL  
CHARLES T. BERSCHBACK \*  
\* ALSO ADMITTED IN FLORIDA

October 4, 2004

The Honorable Mayor and City Council  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

RE: City Administrator Contract

Legal Opinion #376

Dear Mayor and Council:

During past sessions of the Council I was requested to investigate whether or not all appointed officials could be provided contractual arrangements of a one, two, or three year duration. The specific charter provision in question is section 4.5 Administrative Service which provides in part:

**Section 4.5. Administrative Service.**

The administrative officers of the city shall be the City Administrator, Clerk, Treasurer, Assessor, Attorney, Chief of Police, fire chief and Superintendent of Public Works, and if the Council deems necessary a Health Officer, City engineer, Water Superintendent and Building Inspector. The Council may by ordinance create additional administrative offices and may by resolution combine any administrative offices in any manner it deems necessary or advisable for the proper and efficient operation of the city.

The City Administrator, Clerk, Treasurer, Assessor and Attorney shall be appointed by the Council for an indefinite period, shall be responsible to and serve at the pleasure of the Council and shall have their compensation fixed by the council. All administrative officers of the city except the City Administrator, Clerk, Treasurer, Assessor and Attorney shall be appointed or selected by the City Administrator for an indefinite period, shall be responsible to and hold office at the pleasure of the City Administrator and shall have their compensation fixed by the City Administrator in accordance with budget appropriations and any pay plan adopted by the Council. Appointments of administrative officers by the City Administrator shall be subject to confirmation by the Council, but he may discharge such officers without such confirmation.

During my preliminary research I reviewed Enrolled Senate Bill No. 325 as it pertains to this issue. That Senate Bill references, to some extent, the possible exception to the above quoted City Charter provisions. Section 3(d) of that Senate Bill states as follows:

For the qualifications, duties, and compensation of the city's officers. If the city has an appointed chief administrative officer, the legislative body of the city may enter into an employment contract with the chief administrative officer extending beyond the terms of the members of the legislative body unless such an employment contract is prohibited by the city charter. An employment contract with a chief administrative officer shall be in writing and shall specify the compensation to be paid to the chief administrative officer, any procedure for changing the compensation, any fringe benefits, and any other conditions of employment. If the chief administrative officer serves at the pleasure of the legislative body, the contract shall so state and may provide for severance pay or other benefits in the event the employment of the chief administrative officer is terminated at the pleasure of the legislative body.

This legal opinion is specifically directed toward the immediate concern of the City Council regarding the potential employment contract of the proposed new City Administrator, Mr. Mark Wollenweber. It is anticipated that this proposed contract will indicate that Mr. Wollenweber will be serving at the pleasure of the Council. In my opinion, the legislative body of the City (the City Council) may enter into an employment contract with the City Administrator for a time period beginning on or about December 1, 2004 and "ending" on some date selected by the Council in 2005, 2006, 2007, etc.

If there are any questions that anyone has, please feel free to call me.

Very truly yours,

  
DON R. BERSCHBACK

DRB:gmr  
Enclosure

ROUTED TO: Mayor & Council  
Acting City Administrator  
City Assessor  
City Clerk  
DATE: 10-08-04  
From: City Clerk's Ofc - LW  
RE: Forwarding of above as per City Atty.



Legal Opinions/ Appointed Officials

From: Berschback Law Offices (blbwlaw@yahoo.com)

To: mayornovitke@comcast.net

Date: Monday, August 10, 2020, 2:54 PM EDT

Dear Bob:

I have attached the letter from November 28, 2005 and a cover letter and opinion from January 16, 2006. This is also the time frame we discussed. Please let me know if you were looking for something different.

Very truly yours,  
Chip Berschback

*Law Offices  
24053 Jefferson Avenue  
St. Clair Shores, MI 48080  
586.777.0400 / 0430 fax  
blbwlaw@yahoo.com*



Legal Opinions and Letters re. Appointed Officials.pdf  
177.6kB

**Section 3.16. Recount.**

A recount of the votes cast at any city election for any office or upon any proposition may be had in accordance with the general election laws of the state. Unless otherwise provided by statute the petition for a recount of the votes cast at any city election shall be filed with the Clerk within six days after the board of canvassers has made its official report of the result of the election at which such votes were cast, and any counter petition shall be filed within twenty-four hours thereafter.

State law reference—Recounts, MCL 168.861 et seq.

**Section 3.17. Recall.**

Any elected official may be recalled from office by the electors of the city in the manner provided by statute. A vacancy created by the recall of any elected official shall be filled in the manner prescribed by statute.

State law reference—Recall, MCL 168.951 et seq.

## CHAPTER 4. ORGANIZATION OF GOVERNMENT

**Section 4.1. The City Council.**

There shall be a Council of seven members, consisting of the six elected Councilmen and the Mayor, who shall be deemed a member of the Council for all purposes. The Council shall constitute the legislative and governing body of the city and shall have power and authority, except as otherwise provided in this charter or by law, to exercise all powers conferred upon or possessed by the city, and shall have the power and authority to adopt such laws, ordinances and resolutions as it shall deem proper in the exercise thereof. In all cases where the word "Council" is used in this charter, the same shall be synonymous with the word "Commission" or any other term used in any state or federal law in referring to municipal legislative or governing bodies.

State law reference—Mandatory that Charter provide for body vested with legislative power, MCL 117.3(a).

**Section 4.2. Compensation of Mayor and Councilmen.**

Each Councilman and the Mayor shall receive as compensation fifteen dollars (\$15.00) for each

regular/special meeting of the Council which he attends, but the compensation so paid shall not exceed four hundred dollars (\$400.00) in any year, such year to be determined as commencing as of the Monday following the Regular City Election. The Mayor shall, in addition, receive the sum of two hundred dollars (\$200.00) per year for each year of his term of office served.

Such salaries shall be paid monthly and except as otherwise provided in this Charter shall constitute the only compensation which may be paid the Mayor or Councilmen for the discharge of any official duty for or in behalf of the city during their term of office. However, the Mayor and Councilmen may, upon order of the Council, be paid such necessary bona fide expenses incurred in service in behalf of the city as are authorized and itemized.

(Adopted by electors 4-2-1956)

Editor's note—Compensation of elected officers is now determined by the Local Officers Compensation Commission under Code of Ordinances § 2-251 et seq.

**Section 4.3. Election of Mayor: Mayor Pro Tem.**

The Council shall, at its first meeting following each regular city election, elect one of its members to serve as Mayor Pro Tem, for a term expiring at the first Council meeting following the next regular city election. In the event of absence or disability of both the Mayor and Mayor Pro Tem, the Council may designate another of its members to serve as Acting Mayor during such absence or disability.

**Section 4.4. Duties of Mayor.**

(a) Insofar as required by law, and for all ceremonial purposes, the Mayor shall be the executive head of the city. He shall have a voice and vote in all proceedings of the Council, equal with that of other members of the Council, but shall have no veto power. He shall be the presiding officer of the Council.

(b) The Mayor shall be a conservator of the peace, and may exercise within the city the powers conferred upon sheriffs to suppress riot and disorder, and shall have authority to command

the assistance of all able-bodied citizens to aid in the enforcement of the ordinances of the city and to suppress riot and disorder.

(c) The Mayor shall execute or authenticate by his signature such instruments as the Council, this charter or the laws of the State of Michigan or of the United States shall require.

(d) Except as may be required by law, the Mayor shall exercise only such powers as this charter or the council shall specifically confer upon him.

(e) In the absence or disability of the Mayor, the Mayor Pro Tem shall perform the duties of Mayor. In the absence or disability of both, the designated Acting Mayor shall perform such duties.

#### **Section 4.5. Administrative Service.**

The administrative officers of the city shall be the City Administrator, Clerk, Treasurer, Assessor, Attorney, Chief of Police, Fire Chief and Superintendent of Public Works, and if the Council deems necessary a Health Officer, City Engineer, Water Superintendent and Building Inspector. The Council may by ordinance create additional administrative offices and may by resolution combine any administrative offices in any manner it deems necessary or advisable for the proper and efficient operation of the city.

The City Administrator, Clerk, Treasurer, Assessor and Attorney shall be appointed by the Council for an indefinite period, shall be responsible to and serve at the pleasure of the Council and shall have their compensation fixed by the Council. All administrative officers of the city except the City Administrator, Clerk, Treasurer, Assessor and Attorney shall be appointed or selected by the City Administrator for an indefinite period, shall be responsible to and hold office at the pleasure of the City Administrator and shall have their compensation fixed by the City Administrator in accordance with budget appropriations and any pay plan adopted by the Council. Appointments of administrative officers by the City Administrator shall be subject to confirmation by the Council, but he may discharge such officers without such confirmation.

Except as may be otherwise required by statute or this charter, the Council shall establish by ordinance such departments of the city as it deems necessary or advisable and shall prescribe therein the functions of each department and the duties, authorities and responsibilities of the officers of each department, but the Council may not diminish the duties or responsibilities of the office of City Administrator. The City Administrator may prescribe such duties and responsibilities of the officers of those departments responsible to him which are not inconsistent with this charter or with any ordinance or resolution.

All personnel employed by the city who are not elected officers of the city or declared to be administrative officers by or under the authority of this charter shall be deemed to be employees of the city. The head of each department shall have the power to hire and discharge the employees of his department without confirmation by the Council. Any employee who has been discharged may within ten days thereafter petition the Council to hear the facts regarding such discharge, and in any such case the Council may, in its own discretion, hold a hearing and inquire into such facts and may make such recommendation in the manner as it considers proper.

#### **Section 4.6. City Administrator: Appointment and Qualifications.**

The Council shall appoint a City Administrator within ninety days after any vacancy exists in such position. The City Administrator shall hold office at the pleasure of a majority of the Council, but he shall not be removed from office during a period of thirty days following any regular city election except by the affirmative vote of five members of the Council. He shall be selected on the basis of his executive and administrative qualifications with special reference to his training and experience and without regard to his political or religious preferences.

#### **Section 4.7. City Administrator: Functions and Duties.**

The City Administrator shall be the chief administrative officer of the city government. His functions and duties shall be:

- (a) To be responsible to the Council for the efficient administration of all administra-

tive departments of the city government except the departments under the direction of the Clerk, Treasurer, Assessor and Attorney;

- (b) To see that all laws and ordinances are enforced;
- (c) To appoint, with the consent of the Council, the heads of the several city departments whose appointment is not otherwise specified in this charter, and to discharge such department heads without the consent of the Council, and to direct and supervise such department heads;
- (d) To give to the proper department or officials ample notice of the expiration or termination of any franchises, contracts or agreements;
- (e) To see that all terms and conditions imposed in favor of the city or its inhabitants in any public utility franchise, or in any contract, are faithfully kept and performed;
- (f) To recommend an annual budget to the Council and to administer the budget as finally adopted under policies formulated by the Council, and to keep the Council fully advised at all times as to the financial condition and needs of the city;
- (g) To recommend to the Council for adoption such measures as he may deem necessary or expedient; and to attend Council meetings with the right to take part in discussions but not to vote;
- (h) To exercise and perform all administrative functions of the city that are not imposed by this charter or ordinance upon some other official;
- (i) To maintain a system of accounts of the city which shall conform to any uniform system required by law and by the Council and to generally accepted principles and procedure of governmental accounting. He shall make monthly financial statements to the Council;

- (j) To perform such other duties as may be prescribed by this charter or as may be required of him by ordinance or by direction of the Council.

#### Section 4.8. Acting City Administrator.

The Council may appoint or designate an Acting City Administrator during the period of a vacancy in the office or during the absence of the City Administrator from the city. Such Acting Administrator shall, while he is in such office, have all the responsibilities, duties, functions and authority of the City Administrator.

#### Section 4.9. Relationship of Council to Administrative Service.

Neither the Council nor any of its members or committees shall dictate the appointment of any person to office by the City Administrator or in any way interfere with the City Administrator or other city officer to prevent them from exercising their judgment in the appointment or employment of officers and employees in the administrative service. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service (except the Clerk, Treasurer, Assessor and Attorney) solely through the City Administrator and neither the Council nor any member thereof shall give orders to any of the subordinates of the City Administrator.

#### Section 4.10. Clerk: Functions and Duties.

(a) The Clerk shall be the Clerk of the Council and shall attend all meetings of the Council and shall keep a permanent journal of its proceedings in the English language.

(b) He shall be custodian of the city seal, and shall affix it to all documents and instruments requiring the seal, and shall attest the same. He shall also be custodian of all papers, documents and records pertaining to the city the custody of which is not otherwise provided for.

(c) He shall certify by his signature all ordinances and resolutions enacted or passed by the council.

(d) He shall provide and maintain in his office a supply of forms for all petitions required to be filed for any purpose by the provisions of this charter.

(e) He shall have power to administer oaths of office.

(f) He shall perform such other duties as may be prescribed for him by this charter or by the Council.

(g) He shall at all times cooperate with the City Administrator and shall provide such information and reports and perform such duties as are requested by the City Administrator so long as they are not inconsistent with duties of his office as provided herein.

State law references—Oath of public officers, Mich. Const. 1963, art. XI, § 1; mandatory that Charter provide for keeping in the English language a written or printed journal of every session of the legislative body, MCL 117.3(m).

#### **Section 4.11. Treasurer: Functions and Duties.**

(a) The Treasurer shall have the custody of all moneys of the city, any bond pertaining solely to the Clerk and all evidences of indebtedness belonging to the city or held in trust by the city.

(b) He shall receive from other officers, employees and any other representative and/or agency of the city, as may be authorized by the City Council, all money belonging to and receivable by the city that may be collected by such officers, employees, representatives and/or agencies, including fines, license fees, permit fees, taxes, assessments, utility bills and other charges.

(c) He shall keep and deposit all moneys or funds in such manner and only in such places as the Council may determine and shall report the same in detail to the City Administrator.

(d) He shall have such powers, duties and prerogatives in regard to the collection and custody of state, county, school district and city taxes as are conferred by law upon township treasurers in connection with state, county, township and school district taxes upon real and personal property.

(e) He shall perform such other duties as may be prescribed for him by this charter or by the Council.

(f) He shall at all times cooperate with the City Administrator and shall provide such information and reports and perform such duties as are requested by the City Administrator so long as they are not inconsistent with the duties of his office as provided herein.

(Adopted by electors 11-7-1989)

#### **Section 4.12. Attorney: Functions and Duties.**

(a) The Attorney shall act as legal advisor to, and be attorney and counsel for, the Council and shall be responsible solely to the Council. He shall advise any officer or department head of the city in matters relating to his official duties when so requested and shall file with the Clerk a copy of all written opinions given by him.

(b) He shall prosecute all ordinance violations and he shall conduct for the city such cases in court and before other legally constituted tribunals as the Council may request. He shall file with the Clerk copies of such records and files relating thereto as the Council may direct.

(c) He shall prepare or review all ordinances, contracts, bonds and other written instruments which are submitted to him by the Council and shall promptly give his opinion as to the legality thereof.

(d) He shall call to the attention of the Council all matters of law, and changes or developments therein, affecting the city.

(e) He shall perform such other duties as may be prescribed for him by this charter or by the Council.

(f) He shall at all times cooperate with the City Administrator and shall provide such information and reports and perform such duties as are requested by the City Administrator so long as they are not inconsistent with the duties of his office as herein provided.

(g) Upon the recommendation of the Attorney, or upon its own initiative, the Council may retain special legal counsel to handle any matter in which the city has an interest, or to assist and counsel with the Attorney therein.

**Section 4.13. Attorney: Compensation.**

The compensation set by the Council for the Attorney shall be in contemplation of the normal duties of that office. Special compensation may be provided at the discretion of the Council for appeals to, or litigation commenced in, the Federal Courts, the Circuit Court or State Supreme Court; for work requiring extensive hearings before quasi-judicial or administrative tribunals; for legal work in connection with the issuance of bonds of the city; for condemnation proceedings or for other matters outside the scope of his normal duties. No such special compensation, nor any compensation to special legal counsel, shall be paid except in accordance with an agreement between the Council and the Attorney or special counsel made before the service for which such special compensation is to be paid has been rendered.

**Section 4.14. City Assessor: Functions and Duties.**

The City Assessor shall possess all the powers vested in, and shall be charged with all the duties imposed upon, assessing officers by statute. He shall prepare all regular and special assessment rolls in the manner prescribe[d] by this charter, by ordinance and by statute. He shall perform such other duties as may be prescribed for him in this charter or by the Council or the City Administrator.

**Section 4.15. Planning Commission.**

The Council shall by ordinance maintain a city planning commission created in accordance with, and under the authority of, statute and having the powers and duties prescribed by statute and this charter.

State law reference—Municipal planning, MCL 125.31 et seq.

**Section 4.16. Zoning.**

The Council shall maintain a zoning ordinance in accordance with, and under the authority of statute, and having the powers and duties prescribed by statute and this charter and the Council shall be the Board of Zoning Appeals.

State law reference—Authority to regulate land use, MCL 125.581 et seq.

**Section 4.17. Independent Boards.**

The Council may provide by ordinance for independent boards or commissions to administer the following activities of the city and no others: civil service or merit system, parks and recreation, public housing, hospitals and activities which by statute are required to be administered by a board or commission.

**Section 4.18. Comptroller.**

The City Council may appoint a City Comptroller who shall hold office at the will and pleasure of the Council and who shall be the General Finance Officer of the City. He shall be responsible to and work under the supervision of the City Administrator. His functions and duties shall be:

- (a) To maintain a system of accounts of the City which shall conform to any uniform system required by law and by the Council and to generally accepted principles and procedures of governmental accounting;
- (b) To examine and audit all accounts and claims against the City except claims for unliquidated damages. He shall not approve the issuance of, nor sign any draft, check or warrant until he has verified the correctness of the amount for which the same is issued;
- (c) To prescribe a method of accounts and financial records for any office, department or court of the city maintaining independent accounts or financial records;
- (d) To examine and audit all books of accounts or financial records kept by any office, department or court of the City, at the close of each fiscal year and at any other time at his own discretion;

- (e) To present to the Council monthly financial reports showing in detail the financial condition and operations of the city;
- (f) To at all time[s] cooperate with the City Administrator and shall provide such information and reports and perform such duties as are requested by the City Administrator so long as they are not inconsistent with the duties of his office as herein provided.

(Adopted by electors 11-4-1986)

## CHAPTER 5. GENERAL PROVISIONS REGARDING OFFICERS AND PERSONNEL OF THE CITY

### Section 5.1. Eligibility for Office in City.

No person shall hold any elective office of the city unless immediately prior to the last day for filing petitions for such office he is a qualified and registered elector of the city on such day and throughout his tenure of office.

The Municipal Judge shall, in addition, have the qualifications for that office prescribed in Section 15.3.

No person shall be eligible for any elective or appointive city office who is in default to the city or to any other governmental unit of the state. The holding of office by any person who is in such default shall create a vacancy unless such default shall be cured within thirty days after written notice thereof by the Council or unless such person shall in good faith be contesting the liability for such default.

Each candidate for elective office shall file with his petition his affidavit that he possesses the qualifications for such office provided in this section. Failure to file such affidavit shall invalidate his petition.

The Council shall be the sole judge of the election and qualification of its own members.

Each member of the city board or commission created by, or pursuant to, this charter shall have been a resident of this city or village for at least two years prior to the day of his appointment and

shall be a qualified and registered elector of the city on such day and throughout his tenure of office.

All administrative officers shall be United States citizens. If the city Administrator is not a resident of the city at the time of his appointment, he shall become a resident thereof within one year after his appointment and shall so remain throughout his tenure in office.

No elective city officer may be appointed to any city office other than the office of Mayor or be employed by the city during the term of office for which he was elected or for two (2) years thereafter, except that after the expiration of his term of office he may be appointed as a member of an independent Board or Commission or to fill a vacancy in the position of Councilman.  
(Adopted by electors 11-7-1989)

### Section 5.2. Vacancies in Office; Removal from Office.

Any elective city office shall be declared vacant by the Council upon the occurrence of any of the following events before the expiration of the term of such office:

- (a) For any reason specified by statute or by this charter as creating a vacancy in office;
- (b) If no person is elected to, or qualifies for, the office at the election at which such office is to be filled;
- (c) If the officer shall be found guilty by a competent tribunal of any act constituting misconduct in office under the provisions of this charter;
- (d) If the officer shall absent himself continuously from the city for more than thirty consecutive days in any one year without the permission of the Council;
- (e) In the case of any members of the Council, if such officer shall miss four consecutive regular meetings of the Council, or twenty-five per cent of such meetings in any fiscal year of the city, unless such absences shall be excused by the Council and the



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August 7, 2020

Transmitted via Email ([mayornovitke@comast.net](mailto:mayornovitke@comast.net))

Mayor Robert E. Novitke  
City of Grosse Pointe Woods  
20025 Mack Plaza  
Grosse Pointe Woods, MI 48236

Dear Mr. Novitke:

This is to confirm that you have requested that I review the "City of Grosse Pointe Woods Employee Handbook" and provide you with my assessment as to any changes, deletions or concerns. I have completed my review and submit to you the following assessment:

2.02. Employee Types – The introductory paragraph is confusing and does not establish the appropriate chain of command within the City. The phrase "(with the exception of appointed officials)" leaves open numerous questions with regard to authority and responsibilities. It is my understanding that the City of Grosse Pointe Woods has five "appointed officials": City Administrator, Assessor, City Attorney, City Clerk and City Treasurer. It is my understanding that these officials are appointed by City Council. Despite this appointment, they become City employees and are provided with wages and benefits from the City. Therefore, the policies and procedures outlined in the handbook should apply to the appointed officials as they do to all other employees. Furthermore, the appointed officials should also be subordinate to the City Administrator who has the responsibility for the overall operation of the City. Failure to have these appointed officials report to the City Administrator results in the City Council performing "operational responsibilities" which should all be handled by the City Administrator. Furthermore, excluding the appointed officials and their employees from the supervision and direction of the City Administrator can result in disparate treatment amongst employees, as well as a lack of oversight and scrutiny for their actions. It is, therefore, my recommendation that the language in the opening paragraph of the section be amended.

2.03. Equal Employment Opportunity – Since the creation of this handbook, the United States Supreme Court in the case of *Bostock v Clayton County, GA*, has determined that the word "sex" in the Civil Rights Act of 1964 includes sexual orientation, gender identification and transgender



Mayor Robert E. Novitke  
August 7, 2020  
Page 2

status. It is, therefore, be my recommendation that in this section, after the word “sex,” the following be added: “(includes sexual orientation, gender identification and transgender status).”

2.05. Application for Position Opening – The second paragraph of this section addresses the issue of job posting and publicly advertising for opening positions. This section allows the City discretion when it posts open positions. This discretion could result in a lack of transparency with regard to filling open positions which could lead to claims of disparate treatment resulting in claims of discrimination. It is my recommendation that a policy be established as to when positions are posted internally and/or a policy excluding certain positions from internal posting.

2.06. Physical Examination and Drug Screening – This section, again, allows discretion with regard to when the City will require employees to have drug screening when returning from certain leaves of absence. This discretion could lead to disparate treatment with regard to the requirement for a drug screen upon returning to work. This lead to claims of discrimination. Furthermore, OSHA strictly prohibits blanket drug screening for workers’ compensation employees reporting injuries. Therefore, it is my recommendation that the City establish guidelines with regard to when an employee returning from a leave of absence will be required to have a drug screen. This could be determined by the length of the leave of absence and/or the reason for the leave.

2.10. Employee Complaint Procedure – Any complaints by employees who are in a “protected classification” within the Civil Rights Act of 1964, require that there be clear, concise directions on how to report a complaint. It is my assessment that the language, “In some instances the assistance of the City Administrator may be requested” is not definitive. Language should be used that specifically advises the employee that if their concerns are not met, they should contact the City Administrator.

Additionally, if “appointed officials” have complaints, they should first be presented to the City Administrator. If the complaint is directly against the City Administrator, they should present the complaint to City Council.

2.11. Personnel Files – The Michigan Bullard-Plawecki Employee Right to Know law entitles employees to obtain copies of their personnel file. This section does not address the right of an employee to have copies made. The statute also allows the City to assign reasonable costs for the copying of a personnel file. These options should be placed in this section.

In the Confidentiality section for medical records, it is my recommendation that the Americans With Disabilities Act be addressed. I would, therefore, suggest that this section state: “. . . in accordance with approved HIPAA and Americans With Disabilities Act (ADA) standards and regulations.”

The paragraph in this section that discusses violations of the policy indicates that a violation “may/will result in disciplinary action . . .” I would eliminate the word “may.” After an



investigation, if there is a determination that a “violation occurred,” there should not be any discretion with regard to assessing disciplinary action.

2.12. Voluntary and Involuntary Termination – Language should be added to this paragraph that indicates that when the City receives advance notice of an employee’s resignation, that the City does reserve the right to terminate that employee with or without cause immediately. The present language is vague with regard to whether or not an employee who gives notice would be allowed to continue to work during the two-week or three-week notice time.

2.13. Appeal of Discharge – The language in this section does not comport with the title, “Appeal of Discharge.” In its present form, the language deals with hiring employees, discharge of employees and the discharged employee’s right to an appeal. Additionally, the language in its present form does not include, “appointed officials” who act as department heads. It is my recommendation that the title be changed to read “Hire and Discharge of Employees.”

This section should then be changed to read:

“Under Section 4.5 of the City Charter, all personnel employed by the City who are not elected officials shall be deemed to be employees of the City. A department head or an appointed official shall have the power to hire an employee only with confirmation by the City Administrator. A department head or appointed official shall have the power to discharge an employee of his/her department only with the confirmation by the City Administrator. Any employee who has been discharged, may, within 10 days thereafter, petition the Council to hear the facts . . .”

2.14. Exit Interview – Exit interviews are generally performed in order to determine if there is any impropriety taking place within the employee’s department. This would include financial impropriety or toxic/hostile work environment. Therefore, exit interviews should not be conducted by the exiting employee’s immediate supervisor. It is my recommendation that exit interviews not only be encouraged, but be required and that they should not be conducted by the exiting employee’s immediate supervisor but, rather, by the next person in the chain of command, up to and including, the City Administrator.

3.01. Rules of Conduct – In the second paragraph under the third bullet, the word “dishonesty” should be deleted.

Under the bullet that states “unsatisfactory performance ratings or other poor work performance, inefficiency or incompetence” implies that there are performance evaluations with “ratings.” It is my recommendation that the word “ratings” be removed.

3.02. Harassment and Discrimination – Under paragraph 2 which directs the employee to report an incident, the word “appointed official” should be added.



The paragraph that addresses the City's investigation refers to "alleged incidents." I would recommend that the language state "the City will investigate any complaint regarding sexual harassment as defined above."

The paragraph that states "The purpose of this policy is to establish prevention against sexual harassment . . ." should be changed to read "The purpose of this policy is to prevent sexual harassment in any form and to provide a work environment free from sexual harassment."

3.04. Drug Free Workplace – This section does not address an employee who has an authorized prescription for medical marijuana. The present law does permit the City to consider marijuana an illegal drug but the current trend is for employers to recognize that the employees may be using medical marijuana under a doctor's authorization. With the legalization of marijuana, some employers consider marijuana no different than a prescribed drug for pain relief, etc. Implementing a policy in this regard could eliminate employee/employer issues with regard to an employee who tests positive for marijuana when it has been prescribed by a certified health care provider.

3.21. On the Job Injury and Property Damage – Paragraph 4 requires the employee to use the City's designated medical facility and/or medical care providers. The Workers' Compensation statute provides that the City can require the employee to use its medical care providers only for the first 30 days of disability. Therefore, the language should be changed to read "The Employee will be required to use the City's designated medical facility and/or a medical care provider for the first thirty (30) days of his/her disability."

3.22. Return to Work, Light Duty and Fitness Duty – I would add a paragraph stating "All provisions of this section will be coordinated with the rules and regulations in the Michigan Workers' Compensation Act and the Family and Medical Leave Act."

4.05. Overtime – The third paragraph of this section appears to carve out a special section for employees who work under the direction of appointed officials. This policy would allow these employees the ability to obtain "compensatory time" in lieu of overtime pay. Providing these employees with this option, could lead to claims of "favoritism" and potentially cause morale problems. Unless there are legitimate business reasons for this distinction, it is my recommendation that the policy be uniform for all City employees. Furthermore, the FLSA contains strict provisions with regard to "compensatory time in lieu of overtime pay" and if this practice is allowed, to avoid potential complaints and lawsuits under the FLSA, use of compensatory time must be strictly monitored with supporting documentation.

#### Unpaid/Paid Leave Time

There is no provision in this section that addresses medical leaves of absence in excess of the FMLA leave of absence or personal leaves of absence. Often times, employees with serious health issues require medical leaves of absence in excess of the twelve (12) weeks permitted by the



FMLA. Due to these circumstances, they may request that the City grant them a medical leave of absence in the excess of the twelve (12) weeks. The Americans With Disabilities Act requires an employer to, at times, grant accommodations to employees which would include extending medical leaves of absence. Generally, it has been construed by the Courts and the EEOC that granting a medical leave of absence for up to one year is considered a “reasonable accommodation.” It is my recommendation that language be included in the handbook that establishes criteria for medical leaves of absence in excess of FMLA leave. With specific criteria, the City will be able to avoid claims of disparate treatment, as well as claims that the City failed to accommodate reasonable requests for accommodation.

There are also numerous occasions where employees seek to go on a personal leave of absence for numerous reasons. Without specific criteria with regard to permitting a personal leave of absence, the City exposes itself to claims of disparate treatment and favoritism if any employee is granted a personal leave of absence. I would, therefore, recommend that language be added to include criteria for personal leaves of absence.

4.12. Workers’ Compensation Leave of Absence – The language in this section provides that if the City “selected physician” determines that the employee is physically able to return to his position, then the workers’ compensation leave of absence will be terminated and that if the employee does not return to employment, the City will “consider the employee terminated.” This language does not consider the occasion when the City’s selected physician reports that the employee is still physically unable to return to his regular duty but it is his opinion that the ongoing disability is no longer related to the work-related injury but rather to pre-existing medical conditions. Under these circumstances, the Workers’ Compensation Carrier will terminate the weekly workers’ compensation benefits which will result in a termination of the workers’ compensation leave of absence. Language should be added to the policy to allow these employees to apply for a medical leave of absence for a specific period of time. Under these circumstances, when a dispute is filed with the Workers’ Compensation Agency, it is often preferable to have the employee on an unpaid medical leave of absence or an unpaid personal leave of absence rather than termination. Upon request, I will provide specific language to address these circumstances.

Appendix A – Discrimination and Harassment – As previously indicated, after the word “sex,” the following should be added: “sexual orientation, gender identification and transgender status.”

As previously indicated, the policy does not address situations where the employee does not have a “department head” but rather reports to an “appointed official.”

Appendix B – Policy Against Workplace Violence – This section specifically references “supervisors/department heads” and does not recognize “appointed officials.” There may be occasions where employees do not have a “department head” but rather report to an “appointed official.”



KELLER THOMA

Mayor Robert E. Novitke  
August 7, 2020  
Page 6

My review of the handbook also includes certain "format" errors and concerns. If we are requested to assist in modifying the Employee Handbook, I will address these issues.

After your review of this correspondence, please contact me to discuss.

Very truly yours,

KELLER THOMA, A PROFESSIONAL CORPORATION

  
Thomas L. Fleury

TLF/sad

cc: Bruce Smith, City Administrator (via email: [cityadmin@gpwmi.us](mailto:cityadmin@gpwmi.us))



# CITY OF GROSSE POINTE WOODS

## *Employee Handbook*



Approved by Council: 10/16/2017  
Approved by Council: 11/15/2018  
Approved by Council: 04/01/2019



**CITY OF GROSSE POINTE WOODS EMPLOYEE HANDBOOK**  
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## **MISSION STATEMENT**

Our mission is to serve the people of the City of Grosse Pointe Woods honestly, effectively, and with integrity in order to provide for an attractive, clean, safe, secure, and enriching environment that assures a high quality of life.

## **1. INTRODUCTION**

### **1.01 Purpose**

The general purpose of this Employee Handbook (Handbook) is to introduce Employees to the policies and procedures that guide actions concerning personnel matters for the City of Grosse Pointe Woods (the City). The Handbook is also intended to serve as a mechanism for promoting favorable Employee relations by providing comprehensive information to Employees regarding their employment. This Handbook does not and cannot provide a policy for every situation that may arise; rather, it is designed to give you an overall understanding of our policies. This Handbook, or any other written or verbal communication by the City, is not intended as and does not create a contract of employment, either express or implied. The City reserves the right to change, modify, or discontinue the provisions of this Handbook, and any other personnel policy or benefit, with or without notice.

As an Employee of the City of Grosse Pointe Woods, you are responsible for reading this Handbook carefully and becoming familiar with its contents. If there is any item that you do not understand, or if you have a general question regarding your employment, please discuss it with your Supervisor. A copy of this Handbook shall be made available to each Employee of the City.

Upon receipt, the Employee must sign and return an "Acknowledgement of Receipt of Employee Handbook" form certifying his/her receipt of and review of the Handbook (see Attachment A). That certification shall be placed in the Employee's personnel file.

### **1.02 Application of Policies**

These policies and procedures apply to all of the City's Employees unless otherwise specifically provided. These policies are designed to work in combination with individual departmental policies and procedures; however, these policies shall prevail should they come into conflict with departmental policies or procedures.

It is possible that a conflict may arise between an item in this Handbook and an item in an insurance plan document, collective bargaining agreement, or other legal document. If such a discrepancy arises, the provisions contained herein do not replace or supersede the terms of any other such document or provision, which may take precedence, in which case the applicable provisions of the subject agreement shall govern.

In all other areas, these policies should be referred to as guidance in personnel policy matters. The policies contained herein shall govern regardless of past practices or former policies. Any conflict in one area does not nullify the other items in this Handbook.

### **1.03 Severability**

If one or more provisions of this Handbook are superseded by or are in conflict with state or federal laws, or if they are determined by a court of competent jurisdiction to be inappropriate and voided, then the balance of the Handbook shall remain in effect.

### **1.04 Governance**

The City of Grosse Pointe Woods operates under a City Council-City Administrator form of government. The City Council, comprised of the Mayor and six City Council Members, are elected every four years. The Council is responsible for determining policies and adopting ordinances needed to maintain the

health, safety, and welfare of the citizens. The City Administrator is the Chief Administrative Officer of the City government and is responsible for efficient administration of all City departments; the enforcement of all City laws and ordinances; the enforcement of any franchises, contracts or agreements; and the recommendation of the annual City budget and its management. The City Administrator also performs other duties as prescribed by law, City Charter, City Ordinances, or City Council.

The City also has other Appointed Officials that work in concert with the City Council and the City Administrator, City Assessor, City Attorney, City Clerk, and the Treasurer/Comptroller.

In order to comply with City Charter requirements, requests from employees should be initially cleared through the Department Head, Supervisor, and/or City Administrator's office.

## **2. HIRING AND EMPLOYMENT**

### **2.01 At-Will Employment**

The City of Grosse Pointe Woods is an "at-will" employer. This means that any Employee may be terminated at any time for any reason or for no reason at all, with or without notice and with or without cause, unless a collective bargaining agreement and/or employment contract states otherwise.

Similarly, any Employee may resign his/her employment with the City at any time for any reason or for no reason at all, with or without notice, and with or without cause. The City encourages at least two (2) weeks' notice of resignation.

This "at-will" employment relationship with the City may not be changed by any written document, oral representation, or by conduct unless the City Council specifically acknowledges such change in writing. Nothing in this manual should be interpreted as being inconsistent with "at will" employment. The Employee shall execute the "Acknowledgement of the At Will Employment Policy" (see Attachment B) form attached at the commencement of employment with the City and periodically from time to time.

Employees subject to collective bargaining agreements and/or employment contracts should consult those documents for alternative processes that may apply.

### **2.02 Employee Types**

The City's organization is comprised of different types of Employees, depending upon employment arrangements. Unless specified otherwise or addressed by a collective bargaining agreement or ordinance or other employment contract, all Employees, with the exception of elected officials, are subject to the conditions outlined in this Handbook, and, (with the exception of Appointed Officials), are subordinate to the City Administrator the department's Appointed Official, and Department Heads. The various Employee types are described below.

The charter defines Appointed Officials as: the City Administrator, City Assessor, City Attorney, City Clerk, and Treasurer/Comptroller.

- **Full-time Employees**

Full-time Employees are regularly scheduled to work either thirty-seven and one half (37.5) or forty (40) hours per week depending upon their job classification. Full-time Employees are eligible for the City's Employee benefits program, as outlined in later sections.

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- **Part-time Employees**

Part-time Employees are regularly scheduled to work less than one thousand three hundred fifty (1,350) hours of work per annum, subject to budget appropriations. Part-time Employees are eligible for some Employee benefits on a prorated basis as specified in later sections.

- **Seasonal or Temporary Employees**

Seasonal or temporary Employees may be scheduled to work on a full or part-time basis, as dictated by operational needs. Seasonal or temporary Employees are not considered full- or part-time Employees, and are not eligible for Employee benefits.

- **Auxiliary Police Officers**

Auxiliary Police Officers are not considered full-time, part-time, or seasonal Employees of the City and are not eligible for Employee benefits.

**2.03 Equal Employment Opportunity**

It is the policy of the City that all aspects of employment are to be based on equal opportunity for all. Recruitment, hiring, and employment are based on the best qualified individuals without regard to race, color, national origin, religion, sex, age, height, weight, marital status, disability, veteran status, or any other classification protected by state or federal law.

**2.04 Accommodation of Disabilities**

State and federal law require employers, under certain circumstances, to provide reasonable accommodations to Employees. Any Employee with a request for an accommodation should do so in writing and submit it to the City Administrator's office with a copy to their Supervisor as soon as is reasonably possible. All requests will be considered by the City.

**2.05 Application for Position Opening**

All applicants seeking employment with the City must complete a standard job application form, available in the City's administrative offices and on the City's Web site. Additional information may be required depending on the particular position.

In the case of a position opening, in most cases, the job will be posted internally and publicly advertised; however there is no obligation on the part of the City to follow this protocol.

Some positions will require job-related testing and a pre-commencement physical examination and all positions will require a pre-employment drug screen. The cost of any pre-commencement physical examination and drug screen will be at the expense of the City.

**2.06 Physical Examination and Drug Screening**

Once employment commences, depending upon the job classification and licensing requirements, the City reserves the right to require a drug screen and/or a fitness for duty examination. Drug screens and/or physical examinations may also be required for Employees seeking reinstatement to a position, returning to work after a work-related accident, a Family Medical Leave Act (FMLA) leave of absence, or any other extended leave; or when the City has a reasonable suspicion that its drug policy has been violated. Employees may be subject to random drug testing mandated by state or federal regulations.

**2.07 Driving Record**

A valid driver's license is mandatory for all Employees who are expected to drive a vehicle as a function of their job. Employees required to operate a City owned vehicle or their own vehicle for official City business are expected to maintain a satisfactory driving record. The City may review driving records of Employees required to drive City vehicles prior to hire and thereafter as deemed necessary.

Employees who have had their legal right to drive in any way limited, suspended, or revoked must immediately notify their Supervisor. Depending on the circumstances, poor driving records or limitations on one's legal right to drive may result in the revocation of permission to drive a City vehicle, job reassignment, or termination. Failure to report license limitations, suspensions, or revocation will be considered an intentional misrepresentation, and will result in appropriate disciplinary action.

## **2.08 Nepotism**

In accordance with the City Charter (Section 5.12), relatives of any elected official or of his/her spouse, or of the City Administrator or of his/her spouse, are disqualified from holding any appointive office or any employment during the term for which said elective official was elected or during the tenure of office of the City Administrator. "Relative", is defined as: child, grandchild, parent, grandparent, brother, sister, half brother, or half sister. All relationships include those arising from adoption or other legal arrangement.

Relatives or their spouses who are appointed officers or Employees of the City at the time of the election of said elective official or appointment of said City Administrator, respectively, are not disqualified from employment. However, direct reporting relationships between relatives are strictly prohibited and relatives shall not be employed within the same department unless otherwise approved by the City Administrator.

## **2.09 Disciplinary Action**

It is the intention of the City to utilize disciplinary action in a constructive manner; ideally, to motivate the Employee toward proper conduct in the future. However, as an at-will employer, the City may dismiss any Employee at any time, with or without reason and with or without notice.

The City reserves the discretion to react to a situation, as circumstances require; this may include immediate dismissal. The type of formal action, the sequence, and the time elapsed between disciplinary actions may vary depending upon such factors as the nature of the problem, its degree of seriousness, and past performance. Supervisors are not required to go through all of the steps and discipline may begin at any step of the procedure. Disciplinary actions may include any or all of the following:

**Oral Reprimand** is a verbal notice to an Employee that his/her behavior or performance must be improved or corrected. A written notation of the oral reprimand will be recorded and placed in the Employee's personnel file.

**Written Reprimand** is a written notice to an Employee that his/her behavior or performance must be improved or corrected. A written reprimand shall be placed in the Employee's personnel file.

**Suspension** is the temporary removal of an Employee from duty. Suspensions may vary in length, may be with or without pay, and are subject to confirmation by the City Administrator.

**Discharge** (also may be referred to as Dismissal or Involuntary Termination) is the removal of an Employee from the employ of the City. Discharge may occur at any time, with or without reason or notice. However, discharge is most typically used when other means of improving the Employee's behavior or performance have failed, or when the nature of the misconduct warrants this action.

This section is not intended to serve as a supplemental policy to collective bargaining agreements.

## **2.10 Employee Complaint Procedure**

The City recognizes that from time to time an Employee may encounter a problem, question, or complaint that, if left unresolved, could affect job satisfaction and work performance.

The City encourages that any differences or misunderstandings be resolved as soon as possible in an informal manner and at the appropriate level. Discussion with your immediate Supervisor should be the first step to resolution. However, if the concerns cannot be resolved at that level, or if you are not comfortable with discussing the matter with your Supervisor, contact your Department Head or Appointed Official, for assistance, if necessary. In some instances the assistance of the City Administrator may be requested. In some cases, you may be asked to provide your complaint in

writing.

Employees appointed directly by City Council should first present their issue to the Mayor. If the matter is not resolved at that level, Council appointees may present it to the City Council, which has the sole discretion to determine whether to consider the issue.

This section is not intended to serve as a supplemental policy to collective bargaining agreements.

## **2.11 Personnel Files**

Official personnel files containing job performance records, general payroll, and related employment information are maintained for all Employees in the Treasurer/Comptroller's office. These files are considered confidential with access allowed for very limited reasons to select persons in accordance with federal and state laws.

In some cases, Supervisors may maintain certain personnel information in departmental files. No medical information shall be housed in departmental files.

Medical records, including paper and electronic information, and documents associated with health insurance are kept in a separate, strictly confidential file, accessible only to the Treasurer/Comptroller or his/her designee on a strictly need-to-know basis, and in accordance with approved HIPAA standards and other regulations.

The Treasurer/Comptroller is the contact for personnel files. The City is committed to complying with all statutory privacy requirements regarding this type of information.

Employees and former Employees are entitled to review their file's contents upon reasonable notice. The City Administrator, the Treasurer/Comptroller, or his/her designee will observe the review of personnel files. Employees may not remove any material contained in their file but may comment in writing about the contents of the file and request inclusion of such comment within the file.

No Employee, except those specifically authorized by the City Administrator, the Treasurer/Comptroller, the City Clerk or the FOIA Coordinator, shall provide or disclose information contained within another Employee's personnel records. All requests or inquiries related to personnel records, including Freedom of Information Act (FOIA) requests, shall be forwarded to the City Administrator's office and or the City Clerk's office. A violation of this policy may/will result in disciplinary action, up to and including discharge.

With regard to personnel file information and related employment information, the City will disclose that information only upon receipt of a release or authorization form signed by the Employee or former Employee or upon a Circuit Court order.

Employees shall notify their Supervisor or Department Head and the Treasurer/Comptroller of any changes in the following:

- Name, address and telephone number
- Emergency contact information
- Marital status for benefit participation
- Number of dependents
- Insurance beneficiaries
- Military status

## **2.12 Voluntary and Involuntary Termination**

The City encourages at least two weeks' written advance notification of an Employee's resignation to ensure a smooth transition. The City encourages Department Heads to give a 30-day written advance

## **CITY OF GROSSE POINTE WOODS EMPLOYEE HANDBOOK**

notice. The City is an at-will employer, and Employees may resign their employment at any time, with or without notice, and with or without reason. For any Employee who terminates, the Employee will be paid for time actually worked and, in addition, will be paid for:

- Any earned vacation time;
- Fifty percent of earned sick time exceeding 15 days for less than ten (10) years of service;
- One hundred percent of earned sick time exceeding 15 days for more than ten (10) years of service;

In the case of retirement, the City encourages at least thirty (30) days written advance notice.

### **2.13 Appeal of Discharge**

Under Section 4.5 of the City Charter, all personnel employed by the City who are not elected officers of the City or declared to be administrative officers by or under the authority of this section of the charter shall be deemed to be Employees of the City. The head of each department shall have the power to hire and discharge the Employees of his or her department with confirmation by the City Administrator. Any Employee who has been discharged may within ten days thereafter petition the Council to hear the facts regarding such discharge, and in any such case the Council may, in its own discretion, hold a hearing and inquire into such facts and may make such recommendation in the manner as it considers proper. Any collective bargaining agreement will govern. Contracts containing a grievance procedure are precluded from this appeal process.

### **2.14 Exit Interview**

Employees who are separating from employment with the City are encouraged to engage in an exit interview with his/her Supervisor/Department Head and/or the City Administrator.

### **2.15 Return of Property**

An Employee separated from employment with the City must return any City-owned equipment, identification, property, keys, cell phones, laptop computers, passwords, and any other items in his/her possession prior to their separation.

## **3. STANDARDS OF CONDUCT AND GENERAL OPERATING PROCEDURES**

### **3.01 Rules of Conduct**

The City has certain rules of conduct that must be followed if the organization is to operate in a safe, efficient, and orderly manner. Employee cooperation is essential; therefore, each Employee is urged to familiarize himself/herself with the Rules of Conduct listed below. Based on common sense and good judgment, these rules are designed to protect the integrity of the City.

An Employee committing any of the following offenses may be subject to disciplinary action including immediate disciplinary suspension, demotion, or discharge. As well, as an at-will employer, the City may dismiss any Employee at any time, with or without reason, and with or without notice. This list is not all-inclusive; it is provided as a guide to some instances that may result in immediate disciplinary action.

- Insubordination and/or being in disregard of, or inattentive to, working directions and instructions received from a Supervisor or refusal to comply with same.
- Rudeness to or mistreatment of others, offensive language, or conduct;
- Possession of, dispensing, consuming, or being under the influence of alcohol or narcotics, or any other violation of the City's drug and alcohol policies Dishonesty;
- Willful damage or defacing of property or facilities, carelessness, or negligence with City money or property;
- Sexual, racial, religious, verbal, physical, or visual forms of harassment directed at any person associated with the City. See Appendix A for the City's Harassment and Discrimination Policy;
- Use of City time, materials, facilities, or equipment for non-City work related purposes, except with the permission of the City Administrator;



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- Knowingly falsifying, removing, destroying, or misusing confidential information or work-related records or reports;
- Suspension of driver's license where job duties require driving;
- Unsatisfactory performance ratings or other poor work performance, inefficiency, or incompetence;
- Failure to cooperate with other governmental agencies or the press according to City policies;
- Inducing or attempting to induce other Employee(s) to commit unlawful acts or violate City rules or regulations;
- Accepting gifts, fees, valuables, or any form of payment intended to gain favorable treatment, or otherwise displaying favoritism. See the provisions of 3.09;
- Neglect of duty;
- Violation or neglect of safety rules, or contributing to hazardous conditions;
- Theft;
- Irregular attendance, excessive absenteeism, excessive tardiness, or absence without notification or permission;
- Posting or removing bulletin notices without proper authorization;
- Fighting, disorderly conduct, and other acts of violence;
- Gambling while on duty;
- Sleeping on duty;
- Violation of other conditions or procedures specified within this policy manual;
- Unauthorized possession of weapons;
- Smoking on or in City property and buildings except in designated areas.

Weapons are prohibited on City property regardless of whether the person has obtained a license or permit to carry a concealed weapon, except for: law enforcement personnel; any official security personnel engaged in official duties who are named as security personnel by the City; or, any person engaged in military activities sponsored by the federal or state government while engaged in official duties.

On-duty shall mean the hours between which an Employee reports for work and the time the Employee leaves work, including overtime work and call-outs for special situations, such as emergencies, special events, or required attendance at meetings of, or on behalf of, the City of Grosse Pointe Woods, regardless of whether or not such special situations occur before, during, or after normal working hours.

### **3.02 Harassment and Discrimination**

1. The City will not tolerate harassment of any of its Employees, either by another Employee, elected official, member of the public, or other visitor to the City. Each Employee has a right to work in an environment free from harassment and the City is committed to providing such an environment. This policy applies equally to all unlawful forms of unwanted conduct including any conduct, verbal or physical, which is reasonably offensive or objectionable to the recipient, or which reasonably causes the recipient discomfort or humiliation, or which reasonably interferes with the recipient's work performance.
2. The City has a detailed Harassment and Discrimination policy that is attached to this Handbook as Appendix A.

Any Employee who believes that he or she has suffered harassment should report the incident to their Supervisor, Department Head, or the City Administrator's office as soon as possible. The City will not tolerate retaliation against any Employee who makes a complaint of harassment.

The City considers harassment to be a serious offense, which may result in disciplinary action up to and including dismissal, regardless of the offender's position within the City.

The harassment policy is straightforward: harassment in any form will not be tolerated. Harassment on the basis of sex is a violation of the law. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute harassment when:

- submission to the conduct is made either directly or indirectly as a condition of employment;
- submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed Employee;
- the harassment substantially interferes with the Employee's work performance or creates an intimidating, hostile, or offensive work environment.

The City will investigate any alleged incident of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature brought to its attention and will take appropriate action. The City considers sexual harassment to be a serious offense that may result in the termination of an offender's employment.

The purpose of this policy is to establish prevention against sexual harassment and unwanted conduct in the City working environment.

### **3.03 Workplace Violence**

The City is committed to reducing the potential for workplace violence. The City therefore prohibits any acts or threats of violence by any party directed toward Employees, citizens, elected officials, or visitors to the City's facilities. The City is committed to providing a safe and secure work environment and will take prompt remedial action against any Employee who engages in threatening behavior or acts of violence. The City has therefore instituted a Policy against Workplace Violence that is attached to this Handbook as Appendix B.

### **3.04 Drug-Free Workplace**

The City of Grosse Pointe Woods is dedicated to maintaining a safe and drug-free workplace, and complies with all state and federal laws. The unlawful manufacturing, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and on the City's property.

Employees are not allowed to come to work under the influence of any controlled substances or alcohol and may incur disciplinary action up to and including discharge for doing so.

Employees using properly prescribed medications must disclose to their Supervisor or Department Head if the use of said medications could affect job performance. Any disclosure regarding the use of prescribed medications will be kept confidential.

Persons who suspect that they may have an alcoholism or drug dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with the treatment that may be prescribed by a qualified professional in order to resolve the problem as early as possible.

Any person having these problems will receive the same careful consideration and offer of treatment that is presently extended under existing benefit plans to those having other physical disabilities.

The same benefits and insurance coverages that are provided for all other diseases under the established benefit plan will be available for individuals who accept medically approved treatment of alcoholism or drug dependency according to the existing health plan.

### **3.05 Political Activity, Solicitations & Literature**

In general, the workplace should remain free of pressures to participate in or contribute to other Employees' personal interests, including political activities. If any Employee should encounter activities they find offensive, they should report the matter to their Supervisor, Department Head, or Appointed Official.

With regard to political activity, Employees are encouraged to exercise their right to freely participate in local, state, and national political activities as a private citizen. However, to ensure the integrity and impartiality of the City, City Employees shall not use their City titles or otherwise apply their position as an Employee of the City to political activities. Employees involved with political activity shall neither claim to represent the City nor claim their views or opinions reflect the views or opinions of the City. Equipment, materials, and supplies belonging to the City, including the City's letterhead and City's emails, shall not be used in support of political activities.

Further, Employees are prohibited from engaging in political activities during work hours. This includes attending meetings, making phone calls, distributing literature or campaign paraphernalia, producing ads, or preparing mailings.

Employees shall not wear or display political literature, posters, signs, buttons, or related items during work hours or on a City uniform after work hours, nor shall they affix political literature, posters, signs, buttons, or related items to City-owned property, including vehicles and buildings.

Solicitation and/or distribution of political literature are prohibited during working hours or in work areas. Working hours include the actual working time (excluding designated breaks or meal periods) of both the individual performing the solicitation and/or distribution and the Employee to whom it is directed. No appointive City officer or employee shall be confirmed to an elective office of the City unless he/she resigns his/her position with the City prior to the swearing in of that person following a successful election campaign.

Employees are not allowed to collect donations or sell merchandise to the public during working hours unless authorized by the City Administrator.

### **3.06 Confidentiality**

A limited number of Employees have access to personnel information and documentation which may contain confidential, private, and sensitive information. Employees are expected to conduct themselves with the utmost professionalism and exercise confidentiality and discretion with the information entrusted to them.

Information, even "public information," is to be used for City business only and is to be disseminated and released according to departmental protocol. In some instances, a Freedom of Information Request (FOIA) is required. Clearance from a Supervisor or Department Head is required prior to releasing information not specifically covered in a departmental procedure.

Employees may also have access to internal information, such as other Employees' addresses, phone numbers, etc. This information may not be used for personal reasons or be released to anyone without proper authorization.

### **3.07 News Media Inquiries & Formal External Communications**

To ensure consistency and accuracy in the release and handling of City information, all requests for information made by members of the news media, non-standard requests for information from the public or other organizations or entities, or other formal external communications on behalf of the City shall be channeled through the appropriate Appointed Official.

### **3.08 Public Requests for Accommodation**

The City is committed to complying with the Americans with Disabilities Act (ADA) and Michigan Persons with Disabilities Civil Rights Act with regard to inclusion and access for individuals with disabilities to City programs, services, and facilities. Providing comprehensive customer service to a person with a disability may include providing reasonable accommodations to enable them to participate in programs and activities or obtain services and information offered to the public.

Employees should be prepared to address these types of requests and provide services to individuals with disabilities.

When an Employee cannot make an immediate accommodation, persons requiring an accommodation should be referred to the City Administrator's office where they can formally make their request.

### **3.09 Gifts and Gratuities**

As public Employees, it is imperative that services are rendered and business contracts awarded without favoritism or the suggestion that gifts and/or gratuities are expected in return. To guard against even the appearance of such favoritism, Employees of the City must neither solicit nor accept any personal gift from any individual, business, firm, or organization having business, or endeavoring to secure business with the City, or for any service rendered by the Employee while on duty. If a gift, gratuity, or tip arising out of an Employee's work with the City is mailed or personally delivered to an Employee at his/her home or at work, he/she is expected to promptly report the incident to the Supervisor or Department Head. The City Administrator or City Council may, at their discretion, approve the acceptance of general group gifts. The acceptance of minor gifts such as homemade candy, cookies, fruit, and vegetables is generally permissible if the gift has minor financial value. Infrequent business breakfasts or lunches may also be accepted if the gratuity is reported to the Employee's immediate Supervisor or Department Head.

### **3.10 Conflicts of Interest**

If at any time an Employee believes there is a conflict of interest between the work they perform for the City and an outside personal interest, they must immediately report the conflict to their Supervisor or Department Head. Even the appearance of impropriety is unacceptable so all potential conflicts, no matter how remote they may seem, should be reported.

An actual or potential conflict of interest occurs when an Employee is in a position to influence a decision that may result in a personal gain for that Employee, or for a relative, because of the City's business dealings. For the purposes of this policy, a relative is any person who is related by blood, marriage, or other legal arrangement or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if an Employee has any influence on transactions involving purchases, contracts, or leases, it is imperative that he/she discloses any actual or potential conflict of interest to the department's Appointed Official as soon as possible so that safeguards can be established to protect all parties.

The materials, products, designs, plans, ideas, methods, procedures, and data of the City are the property of the City and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an Employee has personally gained by such action, constitutes unacceptable conduct. Freedom of Information Act (FOIA) procedures shall be followed.

### **3.11 Outside Employment**

The City expects its full-time Employees to treat their positions with the City as their primary job and give them exclusive focus while on City work time. Employees are prohibited from engaging in other work activities during work hours or utilizing City equipment, resources, or information to further private pursuits.

In all cases, outside activities or employment shall not detract from an Employee's availability for work, efficiency at work, or create even the appearance of impropriety.

If an Employee does obtain employment outside of the City, the Employee is required to notify his immediate Supervisor or Department Head of said employment. If the City determines that an

Employee's outside work interferes with performance or the ability to meet the requirements of the City, the Employee may be asked to terminate the outside employment if he/she wishes to remain employed with the City.

Outside employment will present a conflict of interest if it has an actual or potential adverse impact on the City.

### **3.12 Attendance**

All Employees are expected to attend each day of scheduled work unless they receive pre-authorized leave. In the event an unexpected absence occurs, Employees must notify their Supervisor with as much notice as possible.

Unnecessary, habitual, or frequent tardiness or absence will result in appropriate disciplinary action up to and including discharge.

In all cases, a Personnel Absence Authorization form is required to be forwarded to Payroll.

### **3.13 Personal Appearance**

The appearance and demeanor of City Employees is important to demonstrating the professionalism of the City and commitment to public service. Employees are expected to report for work each day with an appropriate appearance for his or her position. Attire should be consistent with job responsibilities and should not jeopardize the safety of the Employee or distract others.

### **3.14 Personal Hygiene**

Cleanliness is necessary for any position in the City. Personal hygiene shall be tended to not only for the individual's comfort but also for the protection and safety of fellow Employees. Body odors, strong perfume, or smoke may be particularly offensive to the public and co-workers. Employees should take pride in their personal appearance and ensure cleanliness and neatness of hair, shoes, clothing, and uniforms.

### **3.15 Use of the City's Resources**

Vehicles, materials, facilities, and equipment owned by the City shall be used for public purposes only. Further, City Employees shall only perform work related to City business while on work time. Specific examples include the following:

- **Mail** - Employees may not use the City's postage, letterhead, or envelopes for personal mail.
- **Phone** - All phone lines are to be kept available for the City's business. Employees may make and receive occasional local personal calls from phones while on break; however, these calls must be occasional and of reasonable duration. Employees are required to reimburse the City for any costs incurred as a result of phone use. Personal long distance calls at the City's expense are not permitted unless authorized by the Department Head.
- **Vehicles** – City-owned vehicles are to be used for official City business only, unless otherwise approved by the City Council or Appointed Official. Only the Employee to whom the City vehicle is released shall operate the vehicle.
- **Equipment, Facilities and Supplies** - Equipment, facilities, and supplies are the property of the City and are to be used for public service only and according to the established policy. This includes computers, e-mail, the Internet, fax machines, and other technological items owned by the City. Employees are not permitted to install personal software on computers without approval by the City Administrator. A designated officer of the City has the authority to check any computer file, including e-mail, at any time. Refer to the detailed policy below and in Appendix C.
- **Personnel** – City personnel are only to perform work related to City business and/or projects while on work time.
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### **3.16 Information Systems Policies**

Many Employees have access to a computer with an internet connection and e-mail system. These resources are provided to enhance customer service, general operational efficiency, and individual productivity and are to be used primarily for City business.

Internet activity and electronic mail, documents, and other information created or distributed through the City's information system(s) is the property of the City and may be accessed, monitored, and reviewed. There is no guarantee of security or confidentiality with regard to any of the above, nor should there be any expectation of privacy.

Except as otherwise required by an Employee's specific job duties and with the explicit permission of their Supervisor or Department Head, the City prohibits Employees from viewing, saving, distributing, transmitting, downloading, or accessing remarks, images, content, or other items that are defamatory, offensive, disruptive, pornographic, sexually explicit, racially or ethnically biased, or harassing or offensive in any way, either graphic or in text, illegal or pirated, or any other illegal or improper use.

The use of City computer equipment is a privilege that may be suspended or revoked at any time. Upon termination of employment, a user's access to the system, account information, and passwords will be terminated.

See the City's detailed Information Technology Policy in the attached Appendix C. Employees are responsible for being familiar with and adhering to all policies and procedures contained therein.

### **3.17 Care of Equipment**

The City of Grosse Pointe Woods possesses and maintains a wide array of costly equipment and vehicles. Employees are expected to follow prescribed procedures for equipment and vehicle usage, refrain from equipment abuse, and guard against equipment loss.

Should an Employee encounter equipment malfunction or be involved in an accident, the incident should be immediately reported to the appropriate Supervisor or Department Head. Intentional equipment abuse, careless use of equipment, or habitual loss of equipment may result in disciplinary action, up to, and including discharge.

### **3.18 Smoking**

The City acknowledges the health and safety benefits of a smoke-free workplace. Therefore, smoking is prohibited in all City buildings and City vehicles.

Employees wishing to smoke on City-owned property must do so during their break periods, and in designated smoking areas. All Employees are expected to properly extinguish and discard any litter resulting from smoking.

### **3.19 Safety**

Safety rules may be citywide standards or may apply to a specific department or activity. Each Employee must be familiar with applicable safety rules in their area and follow prescribed safety procedures.

Every Employee is responsible for reporting unsafe conditions to a Supervisor or Department Head. No Employee should perform any work tasks or take any action that endangers the Employee, another Employee, or the public. If an Employee has any safety concern, he/she should report it to a Supervisor or Department Head prior to engaging in the activity.

### **3.20 OSHA/MIOSHA and Right-To-Know**

The City is committed to workplace safety for all Employees and complies with all federal and state occupational safety standards and regulations, including all Employee "Right to Know" requirements in accordance with 29 CFR 1910.1200 and Michigan Public Act 154. The City posts notices to keep its Employees informed of their protections under these federal and state safety regulations. Such postings include Safety Data Sheets (SDS) for all applicable hazardous materials. The City also maintains a Written Hazard Communication Program which can be accessed by any Employee at any time.

All Employees are expected to be familiar with departmental safety procedures and requirements. Employees should periodically reference departmental bulletin boards for such information. Employees with questions about safety requirements or procedures should always direct such questions to their departmental supervisor. The City has detailed a Written Hazard Communication Program that is attached to this Handbook as Appendix F.

### **3.21 On the Job Injury and Property Damage**

In cases of emergency, call 911 and/or notify your immediate Supervisor or Department Head.

Employees are expected to immediately report any injury or accident to themselves or others (no matter how small) or damage to City property to their Supervisor or Department Head and to complete a written injury or accident report.

Related forms are available in the Treasurer/Comptroller's office and within department locations.

Treatment for job-related injuries is available through the City's designated medical facility. Information and maps are available in the Treasurer/Comptroller's office and within department locations. For a work-related injury, the Employee will be required to use the City's designated facility and/or medical care providers.

### **3.22 Return to Work, Light Duty, and Fitness for Duty**

Employees should return to work as soon as possible following any extended absence due to illness or injury. Employees absent for more than three work days due to illness or injury shall be required to provide verification of their fitness for duty, meaning their fitness to perform all essential job functions with or without accommodation, in writing from a qualified healthcare provider prior to resuming work. Under certain circumstances, the City may require a second opinion.

The City may allow Employees to return to work with restrictions in which the Employee can undertake tasks specified by the City, which are within the Employee's ability to perform, as certified by a qualified healthcare provider.

At times, a healthcare professional's opinion is needed to determine an Employee's continued fitness for duty. In these situations, Employees may be required to submit to a medical examination or "fitness for duty" evaluation as a condition of their continued employment.

### **3.23 Building Security**

The City will make every effort to provide for the security of its customers, visitors, Employees, and property, which may be monitored by surveillance cameras. All doors and windows should be secured at the close of business hours and Employees are encouraged to secure their own work area when working alone after hours. Employees should observe "Employee Only" areas and report any suspicious activities to a Supervisor or Department Head or to the appropriate authorities.

Any Employee who believes they are exposed to an immediate threat should call 911. Employees should know departmental level emergency procedures and follow them.

Keys to buildings, facilities, and equipment may be issued to some Employees. Employees are never to

lend City keys to anyone, including fellow Employees without prior approval. Security information, keys, codes, etc., are to be closely guarded and never lent or disclosed without prior approval. Employees should immediately report lost or stolen keys or other security access items to their Supervisor or Department Head. All Employees leaving the employment of the City shall turn in all assigned keys and security access codes and items prior to receiving their final paycheck.

### **3.24 Identification Cards**

City Employees are issued identification cards upon hire, and should carry these cards during work hours. These cards help to promote a high standard of customer service by allowing City Employees to readily identify themselves to the public.

Employees are expected to take reasonable care that their identification cards are safe, secure, and in appropriate condition. If a card should be lost or damaged, notify your Supervisor or Department Head. Identification cards must be turned in to their Supervisor or Department Head at the conclusion of employment with the City.

### **3.25 Personal Articles in the Workplace and Search**

For the safety and security of its Employees and visitors, access to City premises is conditioned upon its right to inspect or search workplace lockers, desks, computers, cabinets, and other storage areas which are the property of the City and may be opened and searched without notice or permission at any time. Employees should not have any expectation of privacy with regard to workplace computers, lockers, or storage, even if a personal lock or password is used.

No one shall bring alcohol, pornography, or other derogatory or sexually explicit materials, unauthorized firearms or other weapons, explosives, or other toxic or caustic chemicals into the workplace, including City parking lots or any other property, buildings, or facilities of the City.

Prohibited or illegal items or materials discovered through a search will be handled in accordance with Department of Public Safety protocols and procedures.

Some Employees may need to store their personal articles in common areas that are easily accessible to other Employees and/or the public. All Employees should be aware that they are in a public building/facility with open access to the public. The City will not be responsible for lost, damaged, or stolen personal property brought into the workplace. The City assumes no liability for damage that may occur to an Employee's personal property, including theft from Employee vehicles.

### **3.26 Social Security Number Privacy Policy**

The City has prepared a policy to ensure the protection of its Employees' Social Security numbers. Only persons authorized by the City Administrator shall have access to Social Security numbers and Social Security numbers will only be collected when required by federal or state law. See the City's detailed Social Security Number Privacy Policy attached as Appendix F.

## **4. COMPENSATION AND BENEFITS**

This manual provides only a short description of the benefits currently provided by the City and is not intended to amend or modify the terms of the benefit plans or underlying insurance policies. The terms and provisions of the insurance policies and benefit plans control regardless of any statement contained in this manual. The City reserves the right to amend, modify, or eliminate any benefit at any time at its sole discretion.

For union Employees, pay schedules and a brief description of the benefits are contained in the Collective Bargaining Agreement entered into between the City and the unions. Employees not subject to a Collective Bargaining Agreement should refer to information contained herein as well as the Employee Benefits guide.



#### **4.01 Compensation**

Compensation of non-union Employees is determined by the City Administrator, Treasurer/Comptroller, and City Clerk within the limits of budget appropriations and in accordance with the pay plan adopted by the City Council. An annual adjustment to pay may or may not be provided around July 1 each year. Adjustments may be made at other times as determined by the City Administrator with input from Supervisors/Department Heads, and within established budgetary guidelines.

#### **4.02 Pay Period**

Employees are paid every other Wednesday. Direct deposit is available to all Employees. See the Treasurer/Comptroller for the appropriate forms.

#### **4.03 Mileage and Expense Reimbursement**

The City will reimburse Employees for authorized expenses incurred on behalf of the City, provided appropriate forms and receipts are submitted and approved. Forms for expense advances and reimbursements are available from your Supervisor or Department Head or the Treasurer/Comptroller. See Appendix H for more information.

#### **4.04 Break Periods/Work Day**

Employees are expected to report to work on time, leave for and return from lunch and breaks according to established schedules, and depart at the end of the day according to policies and schedules.

Employees may take a rest period, not to exceed fifteen (15) minutes, near the midpoint of each four (4) consecutive hours worked and a one-half (1/2) hour or one (1) hour lunch period near the middle of the work shift. Check with your Supervisor or Department Head for more specific departmental practices.

Rest periods may not be saved and aggregated, combined with lunch periods, or used at the beginning or end of a day except when pre-approved by the Supervisor or Department Head. Employees are expected to limit all lunch breaks and rest periods to the specified time limits. Timing and location of breaks are subject to operational needs and, in certain instances, an Employee may be required to delay or forego a lunch break or rest period.

Collective bargaining agreements may contain specific language regarding breaks. Refer to those documents for details.

#### **4.05 Overtime**

The Federal Fair Labor Standards Act (FLSA) provides guidelines for determining which positions within the workforce are eligible for overtime (non-exempt) and which are not paid for overtime work (exempt.) If you are unsure of your status, contact the Treasurer/Comptroller.

Non-exempt positions will be compensated for overtime work at the rate of time and one-half (1.5) for all time worked over eight hours in a day or all time over forty (40) hours in a week. Time worked on Saturdays is compensated at time and one-half and time worked on Sundays or a recognized holiday is compensated at double time if the employee has worked forty (40) hours in that work week.

If overtime is necessary, the Employee must have prior authorization from the Department Head or City Administrator. Employees responding to emergency conditions do not need prior authorization but are expected to obtain it as soon as possible. Compensatory time off in lieu of overtime pay may be permitted with prior permission of the Appointed Official.

#### **UNPAID/PAID LEAVE TIME**

**4.06 Furlough Days**

Employees may be subject to unpaid furlough days at the discretion of the City Council. Please see your supervisor or the Treasurer/Comptroller's office for more details.

**4.07 Holidays**

The following holidays are recognized as paid holidays for regular full-time Employees immediately upon hire:

New Year's Day	Veteran's Day
President's Day	Thanksgiving day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve

When a holiday falls on a Saturday, the preceding Friday will be taken as the holiday. When a holiday falls on a Sunday, the following Monday will be taken as the holiday.

**4.08 Vacation**

Vacation days with pay accrue to all regular full-time Employees according to the following schedule:

Length of Service	Vacation Days
1 year	10 days
4 years	15 days
9 years	20 days
14 years	25 days
19 years	27 days
24 years	30 days

During the first year of service, an Employee may take time earned on a prorated basis with permission of the Supervisor or Department Head. Vacation banks are replenished on June 1 each year and on a prorated basis as needed. Vacation leave must be taken in full or half day increments. A vacation leave day equals seven and a half (7.5) or eight (8) hours of pay, depending upon job classification, at the Employee's straight time rate of pay.

Employees are expected to utilize vacation leave time during the year in which it is earned unless an extension of the time for use is requested in writing by the Employee, recommended by the Department Head, and approved by the City Administrator.

Employees may accumulate their vacation time not to exceed thirty-five (35) working days. Prior approval to extend one's vacation accrual or to request payment must be given in writing by both the City Administrator and the Department Head.

While Employee preferences will be considered to every extent possible, vacations are to be scheduled with the understanding that the efficient and proper operation of the City has priority.

Cash payment in lieu of vacation may be made upon request of the Employee to the City subject to approval by the City Administrator and Treasurer/Comptroller. This cash payment is limited to one request each fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>). Payment cannot be made for vacation days in excess of twenty-five percent (25%) of an employee's accumulated balance as of June 1<sup>st</sup> and said accumulated balance cannot exceed a maximum of thirty-five (35) days.

If a holiday is observed while an Employee is on approved vacation leave, the holiday will not be counted against the Employee's vacation leave.

Upon termination, Employees will be paid for any unused, accrued vacation time.

#### **4.09 Sick Leave/Personal Leave Days**

Paid sick leave is reserved for regular full-time Employees to use in the event of illness or to attend to medical, dental, or related health appointments. Employees earn sick leave with pay at the rate of one working day for each full month of continuous service immediately upon hire. Sick leave may accumulate to a maximum of 75 days. Sick leave may be used in increments as small as one hour (one quarter hour if FMLA leave of absence).

Employees should notify their Department Head or immediate Supervisor at least one hour prior to the beginning of their regular work if they are unable to report to work due to illness.

In some cases, the City may require substantiation of personal illness prior to returning to work. Under certain circumstances, a medical release to return to work prepared by a licensed medical doctor is required where absence due to illness is three (3) or more consecutive working days.

Holidays falling within a period of sick leave will not be counted against sick leave.

Personal leave days must be taken in half or full day increments. While Employee preferences will be considered to every extent possible, personal days are to be used with the understanding that the efficient and proper operation of the City has priority. The Employee's sick bank will be deducted for these personal days.

Each fiscal year, regular full-time Employees may opt to convert up to three (3) days of their accumulated sick leave to personal leave days, and one (1) additional sick day to a personal leave day for the observance of the Employee's birthday. The Employee's sick bank will be deducted for these personal days.

Regular full-time Employees also may request payment for one-half (1/2) of his/her accumulated unused sick leave days, provided the conversion does not reduce the Employee's number of accumulated unused sick leave days below fifteen (15) days. Requests will be processed once per fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>).

As an incentive bonus, one (1) bonus day will be added to an Employee's sick leave bank for each continuous four (4) month period in which less than six (6) sick leave hours are used.

Upon termination, unused sick leave will be paid to Employees for 50% of earned sick time exceeding 15 days for less than ten (10) years of service and 100% of earned sick time exceeding 15 days for more than ten (10) years of service. In the event of death while employed by the City, the Employee's surviving spouse and/or estate will be paid all unused accumulated sick leave days

Federal and State employment laws are continuously under review and sometimes require changes in procedures for City staff. The City of Grosse Pointe Woods follows all applicable Federal and State laws in that regard.

#### **4.10 Bereavement Leave**

Paid bereavement leave of up to five working days is provided to regular full-time Employees in the event of the death of one of the following listed relatives:

Husband	Step-Children
Wife	Mother

Children	Father
----------	--------

Paid bereavement leave of up to three working days is provided to regular full-time Employees in the event of the death of one of the following listed relatives:

Step-Mother	Sister	Grandchildren
Mother-in-Law	Sister-in-Law	Grandparents of
Step-Father	Brother	husband or wife
Father-in-Law	Brother-in-Law	

Up to an additional two working days may be provided if funeral services are to be held at a place located more than 300 miles from the City of Grosse Pointe Woods and the Employee plans to attend such services.

If an Employee wishes to take additional funeral leave days beyond those provided herein, the Employee may request emergency personal or vacation leave and/or an emergency leave of absence without pay.

#### **4.11 Jury Duty Leave**

Any regular full-time Employee who is required to serve on jury duty will be paid their regular wage by the City for fulfilling their civic duty. Employees must provide a copy of their jury duty notice and an official statement of jury duty pay earned. Upon receipt of payment for serving as a juror, the check must be signed over to the City.

#### **4.12 Workers' Compensation Leave of Absence**

An Employee who has incurred a work-related injury or disability that incapacitates him or her from performing the duties of his or her position will be placed on a workers' compensation leave of absence. The Employee will be paid compensation pursuant to the Michigan Workers' Disability Compensation Act (WDCA). Employees on a workers' compensation leave of absence will continue to receive City-provided health benefits.

While on a workers' compensation leave of absence, no additional sick leave or vacation credit shall be accrued after the first six (6) months.

Employees on a workers' compensation leave of absence who are receiving benefits pursuant to the WDCA may make up the difference between the pay received through the WDCA and their regular pay by exhausting sick leave, personal leave days, or vacation. Once the Employee's sick leave, personal leave days, and vacation are exhausted, the Employee will not be entitled to any additional pay or "differential pay" from the City.

A workers' disability compensation leave may be terminated by the City when payment under the WDCA ceases, the Employee retires, the Employee terminates their employment with the City, upon certification by the City's selected physician that the Employee is physically able to return to his/her regular duties, or after one calendar year. The City will provide written notification to the Employee if the workers' compensation disability leave is discontinued. If the workers' compensation disability leave is discontinued and the Employee does not return to employment, the City will consider the Employee terminated.

A worker's compensation leave of absence and FMLA leave of absence shall run concurrently. Please see section 4.13 below and Appendix D for more information.

#### **4.13 Family Medical Leave Act Leaves of Absence (FMLA)**

The Family and Medical Leave Act ("FMLA") provides up to 12 weeks (or up to 26 weeks of military

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caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible Employees. The leave may be unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in the City's policy. In the event of any conflict between the City's policy and the applicable law, Employees will be afforded all rights required by law. This policy will be administered in accordance with the City and Employees rights and obligations under the Family and Medical Leave Act and its regulations.

See the City's detailed FMLA Policy in the attached Appendix D. Employees are responsible for being familiar with and adhering to all policies and procedures contained therein.

### **4.14 Military Leave**

In compliance with the Uniformed Services Employment and Reemployment Rights Act of 1994, Employees who are members of a federally recognized reserve component of the armed forces will be granted military leave in accordance with state and federal laws.

Employees who are called up for active duty will be treated as if on a leave of absence. City policies that apply to other Employees who are on non-military leaves of absence also apply to the Employee on active duty. If certain basic conditions of the federal and state laws are met, the returning veteran or reservist will be reinstated to the prior position (or a position with the same seniority, status and pay), with the same wage and benefit increases he or she would have earned if employment had not been interrupted by military service.

Employees should promptly submit related orders and paperwork to their immediate Supervisor to ensure timely and proper processing.

## **HEALTH AND OTHER INSURANCE BENEFITS**

### **4.15 Health, Dental, and Optical Insurance Package**

See Appendices H through J for plan details.

Summary Benefit Guides (SBC) and/or Benefits-at-a-glance (BAAG) can be obtained from the Treasurer/Comptroller.

These insurances become effective the first day of employment. Changes to coverage (birth, marriage, divorce, etc.) must be reported to the Treasurer/Comptroller offices immediately and appropriate documentation is required. For enrollment forms and information, plan summaries, and a complete description of offerings, please contact the Treasurer/Comptroller office.

In the event a benefit becomes payable to the spouse of a deceased Employee, the City will maintain the same health care coverage for the spouse of the deceased Employee in accordance with the provisions in Section 4.21 Retiree Health Care.

### **Payment in Lieu of Insurance**

Employees may opt out of the City-sponsored health care plan and receive an annual payment in lieu of insurance. The current medical amount is three thousand dollars (\$3,000), which is subject to taxes. Payments will be made annually in December, on a prorated basis as necessary. Employees opting out of the City's plan are required to show proof of health care coverage through another source. From time to time, the in lieu insurance amount is determined by City Council.

Employees must re-enroll in the City's plan immediately if coverage through another source ceases.

### **Supplemental Insurance**

Employees may purchase supplemental insurance under the American Family Life Assurance Company (AFLAC) program. The Employee must enroll during the annual open enrollment period and premiums are deducted and divided among twenty-four pay periods.

#### **4.16 Life Insurance**

Life insurance with double indemnity (accidental death and dismemberment) is provided for all regular full-time Employees. Non-union employees receive \$45,000 in life insurance benefits.

See the Treasurer/Comptroller for enrollment forms and to designate beneficiaries.

#### **4.17 Disability Insurance**

**Long-Term:** The City provides long-term disability insurance for non-union full-time Employees. Depending on the nature and duration of the disability and whether the disability resulted during duty or non-duty hours, differing benefit levels and effective dates may apply. For more detailed information, reference the disability insurance plan documents available in the Treasurer/Comptroller's office.

**Short-Term:** Employees may purchase short-term disability insurance through the AFLAC program using payroll deduction.

#### **4.18 Continuation of Benefits**

##### **COBRA (Consolidated Omnibus Budget Reconciliation Act)**

Federal law gives you and your dependents the right to continue group health coverage under certain circumstances after benefits would otherwise cease.

An Employee may continue his or her health coverage for up to 18 months if coverage ends due to:

1. A reduction in the number of hours worked, or
2. Termination of employment for any reason other than the Employee's gross misconduct.

Your dependents may continue their health coverage for up to 36 months if their coverage ends due to:

1. Divorce or legal separation from the Employee.
2. Death of an Employee.
3. Employee becomes eligible for Medicare.
4. A dependent child marries.
5. A dependent child reaches the limiting age for coverage under the policy.

You, or the affected dependent, should notify the Benefits Coordinator promptly if any of these events occur so that you or your dependent will receive a COBRA election form.

If you elect continuing coverage, you or your dependent will be required to pay the full monthly premium cost of health coverage, plus an additional two percent (2%) to cover the cost of administration. Continued coverage will be the same health coverage you or your dependent would have been entitled to if your employment or his/her dependent status had not changed. The right to continue coverage applies only to group health coverage, which provides benefits for hospital, medical, dental, and optical. It does not apply to other benefits including but not limited to: prescription coverage, life insurance, accidental death and dismemberment, or long-term disability benefits.

A change in the benefits or cost of coverage will apply to you or your dependent the same way it would if your employment or his/her dependent status had not changed.

##### **HIPAA (Health Insurance Portability and Accountability Act of 1996)**

This act is intended to enhance the portability and availability of health coverage for those with health status issues or preexisting conditions. The act requires that covered group health plans and issuers of health insurance furnish Certificates of Creditable Coverage for individuals when their group coverage concludes so they may gain subsequent coverage elsewhere with reduced or no preexisting condition limitations. This act has been recently expanded to also provide additional privacy protection and rights to Employees with regard to protected health information. See the Treasurer/Comptroller for information.

#### **4.19 Employee Assistance**

The Employee Assistance Program provides assistance to Employees by offering, at no cost, confidential help for personal and family problems. Additional information is posted on Employee bulletin boards in each department.

### **RETIREMENT BENEFITS**

#### **4.20 Pension Plan and Retirement Savings**

For all full-time Employees, the City funds and administers a Pension Plan. All eligible Employees are required to contribute to the plan. Participants become fully vested after ten (10) years of employment. Employees may also qualify for a supplemental annuity. For further information regarding pension benefits and requirements, consult the Treasurer/Comptroller.

Employees hired after March 30, 2011, shall receive a pension multiplier of 1.75% and shall contribute 5% of earnings as defined in the Retirement Ordinance. The City may, at its option, select a new retirement program (defined contribution plan) for new hires.

A deferred compensation (IRS 457) plan is also available to all regular full-time and permanent part-time Employees of the City. This plan allows for Employee-funded, pre-tax retirement savings. Employees determine their annual contribution level within IRS maximums and related guidelines. For additional information on this plan, consult the Treasurer/Comptroller.

#### **4.21 Retiree Health Care**

Retirement health care benefits are available to some retirees.

For active Employees hired prior to August 1, 2008, the Employer agrees to maintain the following health care coverage for each retiree, spouse and qualified dependent of record at the time of retirement so long as required by law. Effective with retirements after August 1, 2008, the health care program is BCBS Community Blue PPO-3 or equivalent BCBS plan, with \$500 individual/\$1,000 two-person and family in-network deductibles, in network co-insurance of 80%, \$20 office visit co-pay, \$150 ER co-pay, in network out of pocket max of \$1,500/\$3,000. Prescription drug card \$10/\$20/\$50; MOPD 2x.\*

Effective April 11, 2011 retirees will make Retiree Health Care premium contributions in the amount of:

- \$250 Single Employee – Annually
- \$500 two-person and family - Annually

For active Employees hired prior to August 1, 2008, the retiree healthcare contributions listed below shall commence in April, 2011. These contributions will be through payroll deduction under a salary reduction agreement and pro-rated monthly. Employee contributions shall be placed in a retiree healthcare arrangement as determined and adopted by the City and shall be as follows:

#### **Employee's Service Time at Age 65**

10 to 15 years  
15 to 20 years

#### **Employee Contribution**

1.00%  
1.50%

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20 to less than 25 years	1.75%
25+ years	2.00%

Employees hired prior to August 1, 2008 retirement healthcare eligibility shall be as follows:

<u>Actual Service Time*</u>	<u>City Contribution for Employee</u>	<u>Spouse</u>
10 years**	25%	0%
15 years	50%	0%
20 years	100%	75%
25 years	100%	100%

\* For current employees, this refers to actual credited service.

\*\* For current employees who are a minimum age of sixty (60) with ten (10) years' actual service time, the City's contribution for the Employee will be 50% / spouse 0%.

Employees hired after August 1, 2008 are not entitled to the healthcare benefits presently provided to retirees/spouses. These Employees are eligible to participate in a "VEBA type" plan approved by the City. The City will contribute to a plan on behalf of each new Employee for each month in which the Employee is compensated for at least 150 hours. Employee accounts will be invested in a qualified Retiree Health Coverage Arrangement under the provisions of the Internal Revenue Code which will permit application of a vesting schedule to retiree benefits. The selection of such arrangement shall be at the discretion of the Employer.

See the Treasurer/Comptroller for additional information.

### MISCELLANEOUS BENEFITS

#### **4.22 Uniforms and Safety Attire**

In compliance with OSHA regulations, the City will provide Employees special personal protective equipment based upon specific position requirements to perform his/her job safely. However, Employees may be required to purchase some standard safety attire (e.g., steel-toe boots), at the Employee's expense. Consult any collective bargaining agreement for particulars.

#### **4.23 Professional and Trade Associations**

The City may pay reasonable expenses associated with joining professional and trade associations. Employees desiring to join or participate in professional or trade associations at the City's expense must submit a request to their Department Head or the City Administrator specifying the associated costs. Upon approval, membership fees will be budgeted annually.

#### **4.24 Educational Assistance**

The Employer recognizes the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of ability, seniority, and qualifications; and the full-time employee being trained will continue to receive his/her current rate of pay.

The Employer encourages any full-time employee to continue his/her education by providing, as an incentive, the reimbursement of any personal expenses for tuition costs, provide that the following requirements have been met:

- A. The education course was offered through a recognized and/or accredited college or university;
- B. The employee completed the education course and maintained a grade average of "C", or equivalent;
- C. The employee did not receive any subsistence, allowance, grant or aid from any other public or private sources while enrolled for the particular education course;



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- D. A written notification, prior to the course being taken, has been made to the Employer outlining the proposed advanced educational course(s) to be undertaken by the Employee and giving the name of the institution offering such educational course(s). Such notification shall be provided for each degree program undertaken; Prior approval must be obtained from the Department Head.
- E. Tuition reimbursement not to exceed \$1,500 per budget year unless prior approval is granted by the City Administrator.
- F. All requests for tuition reimbursement shall be submitted to the Employer within six (6) months after the completion of any such educational course(s). Such reimbursement shall be made by the Employer within thirty (30) days after the receipt of a request for reimbursement and verification of same; and
- G. All courses must be directly related to the employee's current employment or promotional opportunities.

Part-time Employees will be eligible for tuition reimbursement on the same terms and conditions as set forth above subject to the following:

Each fiscal year the City shall allot \$1,500. Part-time Employees are eligible for up to \$300 for approved courses (up to \$600 if no other eligible employee applies for the allotted funds). Part-time Employees shall submit a request in February (February 1 – February 10) of each year; requests shall be honored as set for above on a first come first serve basis.

All courses must be directly related to the employee's current employment or promotional opportunities.

### **4.25 Park Passes**

All full-time, part-time, and retired Employees may apply to receive an annual park pass to the City of Grosse Pointe Woods' Lake Front Park. Employees shall observe the Rules and Regulations of Lake Front Park.

All full-time and part-time Employees and retired Employees will receive a regular permit for himself and his/her immediate family and be afforded an opportunity to rent a boat dock space, dependent upon availability, in accordance with the applicable City ordinance.

### **4.26 Bereavement Policy**

Provided budget funds are available, the City Administrator shall send cards to the Employee upon the death of the spouse, parents, or children of the Employee.

APPENDIX A

CITY OF GROSSE POINTE WOODS

DISCRIMINATION AND HARASSMENT

The City of Grosse Pointe Woods will not tolerate unlawful discrimination or harassment by any of its employees, vendors, contractors or others doing business with the City. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct relating to an individual's sex, race, color, creed, national origin, age, religion, height, weight, marital status, citizenship or immigration status, disability, or genetic information, veteran or military status, or any other characteristic protected by federal, state or local law, constitutes harassment when:

1. Submission to the conduct is made either an explicit or implicit condition of employment;
2. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
3. The harassment substantially interferes with an employee's work performance; creates an intimidating, hostile, offensive or abusive work environment; or otherwise adversely affects an individual's employment opportunities.

Any employee or applicant who believes he or she has suffered discrimination or harassment, or who has reason to believe that another employee or applicant may have suffered discrimination or harassment, shall report the incident(s) to his or her immediate supervisor or Department Head. If, for any reason, the employee or applicant feels that he or she cannot report the incident(s) to his or her immediate supervisor or Department Head, the employee or applicant shall report the incident(s) to the City Administrator. If for any reason, the employee or applicant feels that he or she cannot report the incident(s) to the City Administrator, the employee or applicant shall report the incident(s) to the City Council.

The City guarantees that an employee reporting incident(s) of discrimination or harassment will not suffer any form of reprisal.

The City has the responsibility of investigating and resolving complaints of discrimination and harassment. In determining whether the alleged conduct constitutes discrimination or harassment, the totality of the circumstances, the nature of the discrimination or harassment and the context in which the alleged incident(s) occurred will be investigated. The results of an investigation and any action taken thereon will be communicated to the complaining employee or applicant.

The City considers discrimination or harassment on the basis of religion, race, color, national origin, age, sex, height, weight, marital status, disability or generic information, to be a major offense which may result in disciplinary action against the offender, regardless of the offender's position with the City.

Moreover, the City will not tolerate retaliatory action against any individual reporting such alleged conduct, or participating in the investigation of such alleged conduct.

APPENDIX B

CITY OF GROSSE POINTE WOODS

Policy against Workplace Violence

The City of Grosse Pointe Woods is committed to providing, insofar as it reasonably can do so within available resources, a safe environment for working and conducting business. The City will not tolerate acts of violence committed by or against City Employees or members of the public while on City of Grosse Pointe Woods property or while performing City of Grosse Pointe Woods business at other locations.

The word violence in this policy shall mean an act or behavior that:

- is physically assaultive;
- would be perceived by a reasonable person as obsessively directed (e.g., intensely focused on a grudge, grievance, or romantic interest in another person that would reasonably be likely to result in harm or threats of harm to persons or property);
- consists of a communicated or reasonably perceived threat to harm another individual or in any way endanger the safety of an individual;
- would be interpreted by a reasonable person as carrying potential for physical harm to the individual;
- is a behavior, or action, that a reasonable person would perceive as menacing;
- involves carrying or displaying weapons, destroying property, or throwing objects in a manner reasonably perceived to be threatening; and/or
- consists of a communicated or reasonably perceived threat to destroy property.

Violent actions on City property or facilities or while on City business will not be tolerated or ignored. Any unlawful violent actions committed by Employees or members of the public while on City property or while using City facilities will be prosecuted as appropriate. The City intends to use reasonable legal, managerial, administrative, and disciplinary procedures to secure the workplace from violence and to reasonably protect Employees and members of the public.

Policy Goals and Objectives

The objective of this policy is to achieve the following:

1. Reduce the potential for violence in and around the workplace;
2. Encourage and foster a work environment that is characterized by respect and healthy conflict resolution; and
3. Mitigate the negative consequences for Employees who experience or encounter violence in their work lives.

Possession and Use of Dangerous Weapons by Employees

Prohibition

In the interest of maintaining a workplace that is safe and free of violence, except as hereinafter provided, possession or use of dangerous weapons is prohibited on City property, in City vehicles, or in any personal vehicle that is used for City business.

Dangerous Weapons Defined

A dangerous weapon is any instrument capable of producing bodily harm, in a manner, under circumstances, and at a time and place that manifests intent to harm or intimidate another person or that warrants alarm for the safety of another person.

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### Exceptions to Dangerous Weapons Prohibitions

Employees of the City of Grosse Pointe Woods may possess a firearm on City property if engaged as:

- law enforcement personnel;
- official security personnel engaged in official duties named as security personnel by the City;
- a person involved in military activities sponsored by the federal or state government while engaged in official duties.

### Responsibilities

#### Employees

All Employees are responsible for:

- refraining from acts of violence and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace; and
- reporting to managers and supervisors any dangerous or threatening situations that occur in the workplace.

Employees are encouraged to report to their Department Head or Supervisor situations that occur outside of the workplace that may affect workplace safety (e.g., instances where personal protection orders have been issued).

#### Supervisors/Department Heads

Supervisors and Department Heads are responsible for assessing situations, making judgments on the appropriate response, and then responding to reports of or knowledge of violence and for initiating the investigation process.

- Any report of violence will be evaluated immediately and confidentially and appropriate action will be taken, when possible, to protect the Employee from further violence. Appropriate disciplinary action will be taken when it is determined that City of Grosse Pointe Woods Employees have committed acts of violence.
- When issues of Employee safety are of concern, the Department Head or Supervisor should evaluate the workplace and make appropriate recommendations regarding a reasonable response.

### Achieving Goals and Evaluating Progress

To achieve the goals and objectives of this policy, the City intends to do the following:

- Establish procedures and methods for implementing policies and for addressing violence in the workplace;
- Provide training to managers, supervisors, and other Employees;
- Evaluate the physical environment for safety and consider modifications; and
- Evaluate progress in achieving the goals and objectives of this policy.

### Procedures for Dealing With Acts of Violence in the Workplace

#### Guidelines

When a violent act occurs:

- If the act or altercation constitutes an emergency, CALL 911. Contact your Department Head or Supervisor after calling for emergency aid. In instances that are not emergency situations, contact your immediate Supervisor or Department Head.
- If possible, separate the parties involved in the violent altercation. If the parties cannot be separated or it would be too dangerous to the Employee or supervisor to attempt to separate the parties, CALL 911.
- Contact the appropriate Department Head.

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- The Department Head will contact the City Administrator, who will take responsibility for coordinating response to the incident.
- In instances that involve emergency situations or criminal activity, the City Administrator will contact Public Safety.
- In instances when it is not appropriate to refer an incident to Public Safety, the City Administrator will evaluate the situation and make a recommendation regarding the need for an investigation. If an internal investigation is recommended, the Treasurer/Comptroller will coordinate the investigation process.

APPENDIX C

CITY OF GROSSE POINTE WOODS

Information Technology Policy

**Local Area Network (LAN)**

**User Access**

- Only authorized individuals are permitted to use computer resources owned, rented, or leased by the City of Grosse Pointe Woods.
- Prior to accessing city computer resources, any new employee's supervisor must complete a "New Domain User" form and submit it to Information Technology Department.
- Upon termination, a "Terminate Domain User" form must be completed by the Supervisor and all access to city resources must be disabled by the Information Technology Department.

**Security**

- All file storage devices including online "Cloud Storage", flash drives, SD cards, CD, DVD, or floppy disks introduced into our private network (LAN) must be approved by the Department Head and scanned for viruses before being loaded on the City's computer system. If you're not sure how to scan a storage device, contact the Information Technology Department for assistance.
- Any suspicious computer behavior or belief that you have encountered malware or a computer virus must be reported immediately to the Information Technology Department.
- The Department of Public Safety and Municipal Court should refer to the Michigan State Police (LEIN) protocols. Unless authorized by the Information Technology Department, the following is strictly prohibited:
  - I. Tampering with any network device, cabling, software interface, or hardware interface
  - II. The use of wireless routers or personal computers which are not authorized and operated by the City.
  - III. The use of Network Administration Tools by employees other than Information Technology Staff.

**Hardware and Software**

- All hardware and software specifications must be approved by Information Technology Manager prior to purchase of system. Failure to do so may result in the inability to operate or efficiently support the system.
- Only Information Technology personnel or persons contracted by the City may install software or hardware on any City computer system. Information Technology may, at their discretion, authorize staff to perform specific software or hardware installations. All other software or hardware installations are prohibited.
- The City of Grosse Pointe Woods forbids unlawful copying of any software. This includes loading personal or unlicensed software on our computers or loading City-owned software on computers that are borrowed, rented, or leased by the City.
- Troubleshooting or repairs for computers hardware or software that are not owned, rented, or leased by the City is prohibited unless authorized by the City Administrator.
- Any software, databases, graphics, Web applications, or digital publications that are developed by City employees are property of the City of Grosse Pointe Woods.

**Internet Use**

- Access to the Internet is provided as a tool for official City-related research and communication.
- Use of the City's computer resources or Internet service for any unlawful purpose is strictly prohibited. The City actively monitors incoming and outgoing Internet traffic for this type of usage.
- Inappropriate or unlawful use of the Internet may result in the loss of access for the user and/or disciplinary action up to and including discharge.
- All requests for Internet access to sites that are blocked by the City's security system must be both requested and approved by a Department Head prior to making the request to the Information Technology Department.

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### E-mail Use

- E-mail file attachments are discouraged unless it is absolutely necessary; such is the case when sending or receiving a file to or from an external recipient. The city has a LAN for file storage and retrieval so please use it to share files within our network.
- E-mail usage is generally for official City communication purposes only, whether it is internal or external.
- All E-mail originating from or received by the City computer systems is the property of the City of Grosse Pointe Woods and is not considered private information.
- Electronic mail may constitute a public record under certain circumstances and may be accessible or obtainable by individuals, agencies, and others outside the City of Grosse Pointe Woods.
- It is each individual employee's responsibility to organize their E-mail records within their mailbox with the provided set of Managed Folders of the Mail System. This allows automated E-mail retention rules to regularly purge messages from your mailbox in accordance with record retention schedules.

### Communication Devices

The City may provide a cellular phone to eligible employees to use for City business. Eligible employees include: Department Heads, Public Safety personnel, DPW personnel, on-call employees, and other employees as designated by their Department Head. The use of City cellular phones is limited to the number of monthly minutes allotted by the City's current plan. The allotted minutes are intended for City-related use.

Personal use of City resources is generally prohibited unless authorized in writing by the City Administrator. This policy creates an exception for limited cell phone use when such use does not result in additional charges to the City. In instances where an employee is provided or assigned a City-issued cell phone, personal use of the cell phone is permitted subject to the following limitations:

- Any such personal use that results in additional costs will be recovered by the City via an automatic payroll deduction from the employee's paycheck.
- Such personal use is deemed by Federal Tax Law to create a taxable benefit subject to all appropriate income taxes. Any employee provided or assigned a City cell phone shall be taxed on the equivalent of the minimum monthly charge per phone.
- All Smart phones which are connected to the City E-mail system MUST be password protected. This is enforced by Information Technology via software policies within the mail system.

The City forbids synchronization of email, contacts, and calendars to Smart phones that are not owned, rented, or leased by the City unless authorized by their Department Head and the Information Technology department prior to connection.

With the City Administrator's consent, phones may be upgraded to personal digital assistants (PDAs) or any other phone upgrade necessary for a specific duty. Recipients will pay the full cost difference of the upgrade.

The use of cell phones shall be monitored by Department Heads and audited by the Treasurer/Comptroller. Employees are responsible for the phone and its use. Any misuse of a City phone or violation of this policy is subject to revocation of phone privileges in addition to any other remedy listed in the Handbook.

APPENDIX D

CITY OF GROSSE POINTE WOODS

Family and Medical Leave Act ("FMLA") Policy

**GENERAL PROVISIONS**

The Family and Medical Leave Act ("FMLA"), provides up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible Employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. In the event of any conflict between this policy and the applicable law, Employees will be afforded all rights required by law. This policy will be administered in accordance with the City and Employees rights and obligations under the Family and Medical Leave Act and its regulations.

**EMPLOYEE ELIGIBILITY**

To qualify to take FMLA leave under this policy, the Employee must meet all of the following conditions:

(a) The Employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the Employee after the service break. For eligibility purposes, an Employee will be considered to have been employed for an entire week even if the Employee was on the payroll for only part of a week or if the Employee is on leave during the week.

(b) The Employee must have worked at least 1,250 hours for the City during the 12-month period immediately before the date when the leave is requested to commence. Time spent on paid or unpaid leave does not count in calculating the 1,250 hours needed for eligibility.

(c) The Employee must work in a worksite where 50 or more Employees are employed by the City within 75 miles of that office or worksite. The distance is to be calculated by using available transportation by the most direct route.

**BASIC ENTITLEMENTS**

An eligible Employee may take FMLA leave for one of the six reasons listed below:

- (1) The birth of a child and in order to care for that child.
- (2) The placement of a child for adoption or foster care and to care for the newly placed child.
- (3) To care for a spouse, child or parent with a "serious health condition" (described below).
- (4) Because of the Employee's own "serious health condition" (described below).

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- Continuing treatment by a health care provider, which includes:



(1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:

- treatment two (2) or more times by or under the supervision of a health care provider (i.e., in person visits, the first within seven (7) days and both within thirty (30) days of the first day of incapacity); or
- one (1) treatment by a health care provider (i.e., an in-person visit within seven (7) days of the first day of incapacity) with a continuing regimen of treatment (e.g., prescription medication, physical therapy); or

(2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

(3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

- (5) **Qualifying Exigency Leave.** This permits leave for an eligible Employee whose spouse, son, daughter or parent is a member of the reserve components (Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve), or a retired member of the regular armed forces or reserve when the covered military member is on active duty or called to active duty in support of a contingency operation. It may be used only to address certain qualifying exigencies: (a) short-notice deployment, (b) military events and activities, (c) child care and school activities, (d) financial and legal arrangements, (e) counseling, (f) rest and recuperation, (g) post-deployment activities, and (h) additional activities that arise out of active duty, provided that the City and Employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. For Qualifying Exigency Leave, a son or daughter need not be a minor.

- (6) **Military Caregiver Leave.** This form of leave permits an eligible Employee up to 26 weeks of leave in a single 12-month period to care for a "covered service member" who is a spouse, son, daughter, parent or next of kin. For purposes of Military Caregiver Leave, a "covered service member" is a current member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

"Next of kin" means the closest blood relative of the injured or recovering service member, other than the covered service member's spouse, domestic partner, parent, son, or daughter, in the following priority: (1) blood relative who have been granted legal custody of the service member by court decree or statutory provisions, (2) brothers and sisters, (3) grandparents, (4) aunts and uncles, and (5) first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purpose of military caregiver leave under FMLA.

### **AMOUNT AND COMPUTATION OF FMLA LEAVE**

An eligible Employee may take up to 12 weeks during any 12-month period for the types of FMLA leave designated in (1) through (5) above. The City will compute the 12-month period for these types of leave as a rolling 12-month period measured backward from the date an Employee uses any FMLA leave. Whenever an Employee takes FMLA leave, the City will take the amount of leave used in the last 12 months and subtract it from the 12 weeks of available leave. The remaining balance is the amount the Employee is entitled to take at that time.

An eligible Employee may take up to 26 weeks during a single 12-month period for Military Caregiver Leave (described in (6) above). With respect to Military Caregiver Leave, the City will compute the 12-month period as a rolling 12-month period measured forward. Other forms of FMLA leave already taken will be deducted from the 26 weeks of available leave.

If a husband and wife both work for the City and each takes leave for the birth of a child, adoption or placement of a child in foster care, or to care for the Employee's parent with a serious health condition, the husband and wife may only take a combined total of 12 weeks of FMLA leave. If a husband and wife both work for the City and each takes leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

If an Employee takes paid sick leave for a condition that progresses into a serious health condition and the Employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

### **30 DAYS' NOTICE OF THE NEED FOR FMLA LEAVE GENERALLY REQUIRED; THE CITY'S RESPONSE**

An Employee seeking FMLA leave must provide verbal or written notice of the need for the leave to the Treasurer/Comptroller's Office. It is the City's responsibility to designate leave as FMLA-qualifying. Therefore, an Employee calling off work or seeking FMLA leave must explain the reasons for the needed leave so as to allow the City to determine if that the leave qualifies under the FMLA. Please note that simply giving notice to the City that you are calling off work because you are "sick," or that you are taking "FMLA," or similar nondescript explanations for not reporting to work does not satisfy your obligation to explain the reasons for the needed leave so as to allow the City to determine that the leave qualifies under the FMLA. When the Employee's need for the leave is foreseeable, the Employee must inform the City at least 30 days in advance of the date that leave would commence. When an Employee's need for leave is foreseeable, the Employee must inform the City at least thirty (30) days in advance of the date that leave would commence. When an Employee becomes aware of a need for FMLA leave less than 30 days in advance, the Employee must provide notice of the need for the leave either the same day or the next business day. When the need for leave is not foreseeable, the Employee must comply with the City usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

Within five business days after the Employee has provided this notice, the City will complete and provide the Employee with notice of the Employee's eligibility for FMLA leave on the U.S. Department of Labor's currently-applicable Notice of Eligibility and Rights form or in such a form as the City may choose consistent with the law. The City may delay or deny FMLA-protected leave when the Employee does not comply with the City's usual notice and procedural requirements and no unusual circumstances justify the failure to comply.

### **CONTINUATION OF APPLICABLE HEALTH BENEFITS DURING FMLA LEAVE**

While an Employee is on FMLA leave, the City will continue any applicable health benefits during the leave period at the same level and under the same conditions as if the Employee had continued to work.

If the Employee chooses not to return to work for reasons other than the continuation, recurrence, or onset of either a serious health condition of the Employee or the Employee's family member, or a serious injury or illness of a covered service member, which would otherwise entitle the Employee to leave under FMLA or a circumstance beyond the Employee's control, the City will require the Employee to reimburse the City its share of the health plan premium during a period of unpaid leave.

Under current City policy, the Employee may contribute toward the cost of health benefits. While on any paid leave, the City will continue to make any payroll deductions to collect the Employee's contributions. While on unpaid leave, the Employee must continue to make this payment, either in person or by mail. If you have family coverage, please arrange with the Treasurer/Comptroller to submit timely monthly payment for your portion, if any, of the health insurance premiums. The payment must be received by the Treasurer/Comptroller's office on or before the 1<sup>st</sup> day of each month. If the payment is more than thirty (30) days late, the Employee's health coverage may be dropped for the duration of the leave. The City will provide fifteen (15) days' notification prior to the Employee's loss of coverage. If the City provides a new health plan or benefits or changes health benefits or plans while an Employee is on FMLA leave, the Employee is entitled to the new or changed plan/benefits to the same extent as if the Employee were not on leave. If an Employee chooses not to continue health plan coverage during FMLA leave, upon return to employment the Employee will be reinstated on the same terms as prior to taking the leave, including family or dependent coverages, without any qualifying period, physical examination, and/or exclusion of pre-existing conditions.

If the Employee contributes to a life insurance or disability plan, the City will continue making payroll deductions while the Employee is on paid leave. While the Employee is on unpaid leave, the Employee may request continuation of such benefits and pay his or her portion of the premiums. The payment must be received by the Treasurer/Comptroller's office on or before the 1<sup>st</sup> day of each month. If the Employee does not continue these payments, the City may discontinue coverage during the leave.

### **SUBSTITUTION OF OTHER PAID LEAVES OF ABSENCE**

An Employee who is taking FMLA leave because of the Employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal or sick leave, and/or compensatory leave (if applicable), prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established sick leave policy. An Employee who is taking leave for the adoption or foster care of a child must use any paid vacation, personal or family leave and compensatory leave, (if applicable) prior to being eligible for unpaid leave.

If applicable, all paid time off will run concurrently and be counted towards FMLA time, as appropriate, where an Employee is on short- or long-term disability. Likewise, an absence during which an Employee receives workers' compensation benefits will run concurrently and be counted towards FMLA time, as appropriate. However, neither the Employee nor the City may require the substitution of other accrued paid leave while the Employee is receiving such disability or workers' compensation benefits. After the disability benefits or workers compensation benefits cease, the Employee may then be required to substitute accrued (or earned) paid leave as appropriate for what remains of the 12-week entitlement.

An Employee who is using either Qualifying Exigency Leave or Military Caregiver leave must use all paid vacation and personal leave, and/or compensatory leave (if applicable) prior to being eligible for unpaid leave.

### **INTERMITTENT OR REDUCED WORK SCHEDULE LEAVE**

This policy permits an Employee to take FMLA leave in twelve (12) consecutive weeks, to use the leave intermittently (i.e., take a day periodically when needed) or, under certain circumstances, to reduce the workweek or workday, resulting in a reduced schedule. The FMLA leave may never exceed a total of twelve

(12) workweeks (or twenty-six (26) workweeks to care for an injured or ill service member over a 12-month period).

The City may elect to transfer an Employee temporarily to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. This may occur when leave for the Employee or Employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition, a pregnant employee who has a serious health condition in connection with the birth of her child or if the Employee's newborn child has a serious health condition.

When leave is taken after the birth of a child or placement of a health child for adoption or foster care an Employee may take the leave intermittently or on a reduced work schedule only if the City agrees. Employee leave for the birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the Employee is taking leave for a serious health condition or because of the serious health condition of a family member, the Employee should try to reach agreement with the City before taking intermittent leave or working a reduced schedule. If this is not possible, then the Employee must prove that the leave is for a medically necessary use.

When planning medical treatment, the Employee must consult with the City and make a reasonable effort to schedule the treatment so as not to disrupt unduly the employer's operations, subject to the approval of the health care provider.

#### **CERTIFICATION REQUIREMENTS FOR THE EMPLOYEE'S OWN SERIOUS HEALTH CONDITION OR FOR THE SERIOUS HEALTH CONDITION OF A FAMILY MEMBER**

The City will require certification for the Employee's serious health condition and for the serious health condition of a family member for whose care an Employee is seeking FMLA leave. The Employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of FMLA-protected leave. The medical certification will be provided on the U.S. Department of Labor's currently-applicable i) Certification of Health Care Provider for Employee's Serious Health Condition form, or ii) Certification of Health Care Provider for Family Member's Serious Health Condition form or on such forms as the City may require under the law.

The City may directly contact the Employee's health care provider for verification or clarification purposes using a health care professional, a human resources professional, leave administrator or management official. However, the Employee's own direct supervisor will not be used for such verification or clarification. Before such contact with the health care provider is made, the Employee will be given an opportunity to resolve any deficiencies in the medical certification in accordance with the FMLA. When necessary, the City will obtain the Employee's permission for clarification of individually identifiable health information in compliance with HIPAA Medical Privacy Rules.

If the City has reason to doubt the Employee or family member's medical certification, it may ask for a second opinion and pay for the opinion of a second healthcare provider selected by the City. If necessary to resolve a conflict between the original certification and the second opinion, the City will require the opinion of a third health care provider. The third opinion will be considered final. The City and the Employee will mutually select the third provider, and the City will pay for the third opinion.

The City may deny FMLA leave to an Employee who refuses (or whose family member refuses) to release relevant medical records to a second or third opinion provider who requests the information. The Employee will be provisionally entitled to leave and benefits under the FMLA pending any second and/or third opinion.

#### **CERTIFICATION REQUIREMENT FOR QUALIFYING EXIGENCY LEAVE**

The City will require certification of the Qualifying Exigency Leave. The Employee must respond to such a

request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. The Employee will provide the certification on the U.S. Department of Labor's currently-applicable Certification of Qualifying Exigency for Military Family Leave form or on such form as the City may require under the law.

#### **CERTIFICATION REQUIREMENT FOR MILITARY CAREGIVER LEAVE**

The City will require certification for the serious injury or illness of the covered service member. The Employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. The Employee will provide the certification on the U.S. Department of Labor's currently-applicable Certification for Serious Injury or Illness of Covered Service member form or on such form as the City may require under the law.

#### **DESIGNATION NOTICE**

Within five (5) business days after the Employee has submitted the appropriate certification, the City will complete and provide the Employee with a written response to the Employee's request for FMLA leave. The City will use using U.S. Department of Labor's currently-applicable Designation Notice or on such other form as the City may use consistent with the law.

#### **RECERTIFICATIONS FOR SERIOUS HEALTH CONDITIONS**

The City may request recertification for the serious health condition of the Employee or the Employee's family member no more frequently than every thirty (30) days and only in connection with the absence by an Employee. If the certification indicates that a minimum duration of the serious health condition is more than thirty (30) days, then the City must generally wait until the minimum duration expires before requesting recertification.

The City may request a recertification for absences in less than thirty (30) days only when circumstances have changed significantly, or if the Employee receives information casting doubt on the reason given for the absence, or the continuing validity of the certification, or if the Employee seeks an extension of his or her leave.

In all cases, the City may request recertification for the serious health condition of the Employee or the Employee's family member every six months in connection with an FMLA absence. The City may provide the Employee's health care provider with the Employee's attendance records and ask whether need for leave is consistent with the Employee's serious health condition.

For Employees on intermittent or reduced-schedule FMLA leave, the City may require certification of fitness to return to duty for such absences up to once every thirty (30) days if reasonable safety concerns exist regarding the Employee's ability to perform his or her duties, based on the serious health condition for which the Employee took such leave. If the City does so, it will inform the Employee at the same time it issues the Designation Notice that for each subsequent instance of intermittent or reduced schedule leave, the Employee will be required to submit a fitness-for-duty certification unless one has already been submitted within the past thirty (30) days. Alternatively, the City may set a different interval for requiring a fitness-for-duty certification as long as it does not exceed once every thirty (30) days and as long as the City advises the Employee of the requirement in advance of the Employee taking the intermittent or reduced schedule leave.

#### **EMPLOYEE STATUS REPORTS**

The City may require an Employee on FMLA leave to report periodically on the Employee's status and intent to return to work.

#### **RIGHT TO JOB RESTORATION; EXCEPTION FOR "KEY EMPLOYEES"**

In general, on return from FMLA leave, an Employee is entitled to be returned to the same position the Employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment.

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The City may choose to exempt certain key Employees from this requirement and not return them to the same or similar position.

### **FITNESS FOR DUTY CERTIFICATIONS**

As a condition of restoring an Employee whose FMLA leave was occasioned by his or her own serious health condition that made the Employee unable to perform the Employee's job, the City may require (when so indicated in the Employee's Designation Notice) an Employee who takes leave for such a condition to obtain and produce present certification from the Employee's health care provider that the Employee is able to resume work. The certification will be only with regard to the particular health condition that caused the leave. In addition (when so indicated in the Employee's Designation Notice), the City may require that the certification specifically address the Employee's ability to perform the essential functions of the Employee's job. The City may delay job restoration to an Employee who fails to provide a required fitness-for-duty certificate. Costs for fitness-for-duty certifications will be borne solely by the Employee.

Consistent with the procedures set forth above with regard to a medical certification, the City may contact the Employee's health care provider for purposes of clarifying and authenticating the fitness-for-duty certification (only for the serious health condition for which FMLA leave was taken). The City will not delay the Employee's return to work while contact with the health care provider is being made.

### **FAILURE TO RETURN TO WORK AFTER FMLA LEAVE**

If an Employee does not return to work after the Employee's twelve (12) or twenty-six (26) weeks of FMLA leave (as applicable), the Employee may be considered to have voluntarily resigned.

### **COMPLAINTS FOR VIOLATIONS OF THE FMLA**

An Employee who is aggrieved by a violation of the Family and Medical Leave Act may file a complaint with the U.S. Department of Labor, Wage and Hour Division, by calling 1-866-4-US-WAGE (1-866-487-9243).

### **FURTHER INFORMATION**

For further information or clarification regarding FMLA leave, contact Treasurer/Comptroller's office.

APPENDIX E

CITY OF GROSSE POINTE WOODS

Social Security Number Privacy Policy

- I. Policy  
It is the City's policy to ensure to every extent practicable the confidentiality of Employees' Social Security numbers in accordance with the requirements of the Michigan Social Security Number Privacy Act.
- II. Implementation and Enforcement  
The effective date of this Policy was January 1, 2006. The City Administrator has responsibility for the implementation and enforcement of this policy.
- III. Permitted Uses of Social Security Numbers  
There are numerous legitimate and permissible uses of Social Security numbers. The most common include:
  - A. Use Authorized or Required by Law. The City may use Social Security numbers if authorized or required by state or federal statute, rule, or regulation, or by court order or rule.
  - B. Primary Account Number. The City may use an individual's Social Security number as the primary account number for the purposes itemized in section (C.) below.
  - C. Administrative Use in the Ordinary Course of Business. The City may use Social Security numbers:
    - To verify the individual's identity or for similar administrative purposes related to employment;
    - To investigate an individual's claim, credit, criminal or driving history;
    - To detect, prevent, or deter identity theft or other crimes;
    - To lawfully pursue or enforce legal rights, such as an audit, collection, investigation, or transfer of an Employee benefit, or a claim, debt, receivable, or account;
    - To provide or administer Employee health insurance or membership benefits, claims, or retirement programs or to administer the ownership of shares of stock or other investments.
- IV. Restrictions on Use and Disclosure. The City will comply with the following restrictions on the uses and disclosures of Social Security numbers as follows:
  - A. Public Displays  
The City will not publicly or visibly display more than 4 sequential digits of a Social Security number.
  - B. Computer Use  
The City will not require Employees to use or transmit more than 4 sequential digits of their Social Security numbers over the Internet or on a computer system or network unless the connection is secure or the transmission is encrypted. Similarly, the City will not require Employees to use or transmit more than 4 sequential digits of their Social Security numbers to gain access to the Internet or a computer system unless the connection is secure, the transmission is encrypted, or a password or other unique

personal identification or authentication device is also required.

C. Mailing of Documents

Mailing means the use of U.S. mail or other delivery services that do not require the recipient to sign for the package.

1. The City will not include more than 4 sequential digits of Social Security numbers on the outside of envelopes or packages and will not mail documents or information containing more than 4 sequential digits of Social Security numbers if those numbers are visible without manipulation from the outside of the envelope or package.
2. The City will not include more than 4 sequential digits of Social Security numbers in documents or information mailed to individuals for purposes other than those set forth in Section III (C) unless:
  - (1) The use of Social Security numbers is permitted or required under state or federal law;
  - (2) The document is sent as part of an application or enrollment process initiated by the individual;
  - (3) The document is sent to confirm the accuracy of an individual's Social Security number for an account, contract, policy, or insurance benefit or to establish, service, amend, confirm the status of, or terminate the account, contract, policy, or benefit;
  - (4) The document or information is mailed by or at the request of an individual or that individual's parent or legal guardian if a minor whose Social Security number appears in the document; or
  - (5) The document or information is mailed in a manner consistent with specific federal regulations.

D. Access to Information and Training

The City limits access to Social Security numbers to those Employees whose job duties require that they use this information in connection with City business. The Employees who have access to Social Security numbers are those who work in the following areas:

- Human Resources
- Benefits Administration
- Computer and Information Technology
- Executive Management

Documents and electronic files containing Social Security numbers will be maintained in a confidential manner and will not be disclosed to persons other than those working in the above areas.

All Employees in the above areas will be provided training on the specific requirements of the Michigan Social Security Number Privacy Act and the provisions of this policy.

E. Disposal of Documents and Data

The City will properly dispose of documents containing Social Security numbers by ensuring that all such materials are shredded prior to discarding. Data stored in electronic format will be rendered irretrievable before computers are discarded or destroyed.

V. Penalties

Any Employee who has intentionally violated the Social Security Number Privacy Act or this policy will be subject to disciplinary measures up to and including discharge.



APPENDIX F

CITY OF GROSSE POINTE WOODS

Written Hazard Communication Program

**GENERAL**

The following hazard communication program has been established for the City. This program will be available for review by all Employees.

**I. HAZARD DETERMINATION**

The City will be relying on material safety data sheets (SDS) from suppliers to meet determination requirements. Check with your respective Department Head to get the location of the SDS's for your division.

**II. LABELING**

- A. Only properly trained, designated personnel will be responsible for seeing that incoming and outgoing containers are properly labeled.
- B. All labels shall be checked for:
  - Identity
  - Hazard warnings (words/symbols/pictures)
  - Name and address of responsible party
  - Placards

**III. SAFETY DATA SHEETS (SDS)**

- A. Each department will be responsible for compiling its master SDS file. This file will be accessible to all personnel.
- B. Each Department will be provided the required MIOSHA Right-To-Know posters and postings notifying Employees of new or revised SDS regulations.

**IV. EMPLOYEE INFORMATION AND TRAINING**

- A. The Department Head or his/her designee shall coordinate and maintain records of all hazard communication training conducted for the City.
- B. Before beginning employment with the City, each new Employee will be given information on:
  - Chemicals and their hazards in the workplace;
  - How to lessen or prevent exposure to these chemicals;
  - What the company has done to lessen or prevent workers exposure to these chemicals;
  - Procedures to follow if they are exposed;
  - How to read and interpret labels and SDS;
  - Where to locate SDS and from whom they may obtain copies.
- C. The Employee will be informed that:
  - i. The City is prohibited from discharging or discriminating against an Employee who exercises his/her rights regarding information about hazardous chemicals in the workplace;
  - ii. As an alternative to requesting an SDS from the City, the Employee may obtain a copy from the Department of Public Health. A sign will be posted with the address and telephone number of the department responsible for such requests.
- D. Attendance will be taken at all hazardous communication training sessions. These records will be kept by the Department Head or his/her designee.

- E. Before any new hazardous chemical is introduced into the workplace, each affected Employee will be given applicable information including safety procedures.

V. **HAZARDOUS NON-ROUTINE TASKS**

- A. On occasion, Employees are required to do work in hazardous areas (e.g., confined spaces). Prior to starting work in such areas, each Employee will be trained about the hazards involved in these areas.

This information will include:

- Specific chemical hazards;
- Protection/safety measures the Employee must take to avoid harm;
- Measures the City has taken to lessen the hazards including ventilation, respirators, the presence of another Employee, and emergency procedures.

- B. It is the policy of the City that no Employee will begin work in a confined space or any non-routine task without first receiving proper training.

## APPENDIX G

### CITY OF GROSSE POINTE WOODS

#### Travel & Related Business Expense Policy

##### SECTION I

###### Introduction

This is a statement of policy on travel and business-related expenses for the City. This policy is intended to establish equitable standards and to achieve consistent and fair treatment of all elected officials, appointed officials, and/or Employees who incur such expenses. Reimbursement is not intended to provide supplemental income and travelers are expected to use the City's tax dollars with discretion. Effective control of travel and business expenses is a vitally important part of this City and is therefore a primary responsibility of anyone who incurs such expenses.

###### Purpose

The purpose of this travel and related business expense policy is to define the guidelines for legitimate and allowable expenses to comply with City and Internal Revenue Service requirements. It is also the purpose of this policy to accomplish the following:

- To furnish guidelines for those who incur, authorize, and/or approve expenses.
- To provide instructions for and establish uniformity in the reporting and substantiation of expenses incurred.

###### Definitions

The following position levels are subject to the guidelines of this policy:

- Elected officials: Mayor, City Council Members, and Municipal Judge;
- Appointed officials: City Administrator, City Assessor, City Attorney, City Clerk, and Treasurer/Comptroller
- Department heads/supervisors (administrative officers)
- Departmental staff/personnel: Including Employees under the direct supervision of an appointed official or a Department Head.

##### SECTION II

###### Policy Guidelines

1. Any proposed travel expenses for elected or appointed officials of the City on overnight travel shall receive prior approval by the City Council. Department Heads and other Employees shall receive prior approval by the City Administrator. The Finance Committee shall review verification of all such travel expenses and authorize the payment of it following the trip. The City Administrator will review and authorize payment for Department Heads and other Employees.
2. The Finance Committee and/or the City Administrator may deviate from this Policy for good cause.

In addition, recurring conference/meeting/training/seminar requests should be submitted by Department Heads on the appropriate annual budget worksheet. Reimbursements may be limited to previously authorized requests.

Travel requests for appointed or elected officials must be approved by City Council. Expense reports for approved travel must be approved by the Finance Committee.

Air Travel

Coach/Tourist Class	Non-stop coach/tourist class shall be the standard mode of air travel.
First Class:	First Class air travel may only be used in an emergency.
Documentation:	Ticket and evidence of payment shall be required for all reimbursement requests for air travel. Reimbursement shall be limited to air travel requests that were previously authorized (unless there was an emergency).

Automobile

City Vehicle	City vehicles will be utilized when the traveler has been assigned a car and air travel is not practical, (e.g., when the conference/meeting/training/seminar is in-state).
Personal Automobile	<p>Mileage allowance shall be per IRS guidelines, plus tolls and parking. Receipts are required for tolls and parking expenses.</p> <p>If a personal automobile is utilized, travel time, meals, lodging costs, and mileage reimbursement will be limited to the actual expenses.</p> <p>Individuals attending the same event should arrange carpools whenever possible. In the event of carpooling in a personal vehicle, only the registered owner of the vehicle will be paid for mileage. A traveler driving their personal vehicle will be reimbursed for the trip originating from their point of origin. The City does not pay for tickets or repairs to any personal vehicle.</p>
Rental – Auto/Taxi/Bus	A rental will be utilized only when no other mode of transportation is feasible, based on time, cost, or availability of transportation. Intermediate or compact models shall be the standard policy for auto rental.
Documentation	Receipts are required for all reimbursements.

Lodging

Hotel/Motel	A single room with double occupancy shall be the standard lodging policy.
Documentation	<p>Receipts are required for all reimbursements. All previously authorized hotel/motel expenses will be reimbursed for the duration of a conference/meeting/training/seminar unless otherwise authorized.</p> <p>Charges billed to the traveler's room that are not directly related to the business nature of the trip are the responsibility of the traveler and will not be reimbursed.</p>

Meals

Per Diem

A per diem allowance of up to \$65.00 per day will be the standard unless these meals are already included as part of the lodging/conference/training/seminar costs. Receipts are required for all reimbursements. Alcohol is not a reimbursable expense.

**Business Meals:** The Internal Revenue Service regulations set forth the following qualifications of a business meal: "It must be a quiet business meal in a restaurant, hotel dining room, eating club, or similar place where the surroundings and atmosphere are conducive to and at which a bona fide discussion actually takes place." The meal should be paid for and reported by the most senior elected official, appointed official, or Employee in attendance hosting the event. A receipt is required for all reimbursements.

**Entertainment/Hospitality:** Entertainment expenses can only be incurred by elected or appointed officials of the City. The entertainment expense should be paid for and reported by the most senior elected or appointed official in attendance hosting the event. A receipt is required for all reimbursements.

**Miscellaneous Expenditures:** The cost for Council Members or appointed officials, if attending, and their spouse/guest to attend the annual banquet and spouse/guest registration of the Michigan Municipal League and the host city reception of the National League of Cities or equivalent meeting will be paid for by the City. The Council Members or appointed officials will pay any other costs incurred in relation to the conference for the said spouse/guest.

### SECTION III

**Advances:** Cash advances, with prior approval, may be provided to Employees, appointed, or elected officials who travel so that they do not need to use personal funds to pay reimbursable expenses. An advance is a short-term loan and should be used to pay expenses directly for the business-related conference/meeting/training/seminar. Sponsoring agencies offering registration discounts should be utilized whenever possible as cost containment measures for the City.

**Personal Credit Cards:** Travelers may use their personal credit cards for travel-related expenses with the understanding that reimbursement may be made by the City after the trip is taken as long as proper documentation is submitted.

**Telephone Calls:** Long distance calls that are business-related may be paid by the City. However, if the traveler has an assigned City cell phone, he/she is required to use it whenever possible.

Receipts, statements, or paid bills are also required for reimbursement of all the following items:

- Committee meetings.
- City seminars.
- Conference or planning meetings.
- Convention registration.
- Employee relations.

**Reimbursement:**

1. Properly completed and approved expense reports must be submitted within 30 days after the end of the conference/meeting/training/seminar.
2. Reimbursements will be paid in the form of a check.
3. If expenses are less than the cash advance received, repayment to the City by the traveler for the difference must be in the form of cash or a check payable to the "City of Grosse Pointe Woods" at the time an expense report is submitted.

## APPENDIX H



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

### **CITY OF GROSSE POINTE WOODS**

**08127669**

**0070060410035 - 0631R**

**Effective Date: 01/01/2017**

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

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

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

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

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

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

Blue Cross provides administrative claims services only. Your employer or plan sponsor is financially responsible for claims.

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

Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.



## Eligibility Information

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

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

**Note:** If an in-network provider refers you to an out-of-network provider, all covered services obtained from that out-of-network provider will be subject to applicable out-of-network cost-sharing.

Benefits	In-network	Out-of-network
<b>Deductibles</b>	\$2,000 for a one-person contract \$4,000 for a family contract (2 or more members) each calendar year <b>(no 4th quarter carry-over)</b>	\$4,000 for a one-person contract \$8,000 for a family contract (2 or more members) each calendar year <b>(no 4th quarter carry-over)</b>
<b>Note:</b> Your deductible <b>combines</b> deductible amounts paid under your Simply Blue HSA medical coverage <b>and</b> your Simply Blue prescription drug coverage.		
<b>Note:</b> The full family deductible <b>must</b> be met under a two-person or family contract before benefits are paid for any person on the contract.		
<b>Flat-dollar copays</b>	See "Prescription Drugs" section	See "Prescription Drugs" section
<b>Coinsurance amounts (percent copays)</b>	None	20% of approved amount for most covered services
<b>Note:</b> Coinsurance amounts apply once the deductible has been met.		
<b>Annual out-of-pocket maximums</b> -applies to deductibles and coinsurance amounts for all covered services - including prescription drug cost-sharing amounts	\$3,000 for a one-person contract \$6,000 for a family contract (2 or more members) each calendar year	\$6,000 for a one-person contract \$12,000 for a family contract (2 or more members) each calendar year
<b>Lifetime dollar maximum</b>	None	

## Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam-includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year  <b>Note:</b> Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening- laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilizations for females	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Prescription contraceptive devices-includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Benefits	In-network	Out-of-network
Contraceptive injections	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) <ul style="list-style-type: none"> <li>8 visits, birth through 12 months</li> <li>6 visits, 13 months through 23 months</li> <li>6 visits, 24 months through 35 months</li> <li>2 visits, 36 months through 47 months</li> <li>Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit</li> </ul>	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance)	80% after out-of-network deductible
	<b>Note:</b> Subsequent medically necessary mammograms performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.	<b>Note:</b> Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Routine screening colonoscopy	100% (no deductible or copay/coinsurance) for routine colonoscopy	80% after out-of-network deductible
	<b>Note:</b> Medically necessary colonoscopies performed during the <b>same</b> calendar year are subject to your deductible and coinsurance.	
	One routine colonoscopy per member per calendar year	

## Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Online visits - by physician must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> Online visits by a non-BCBSM selected vendor are not covered.		
Outpatient and home medical care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible
Office consultations - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

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Benefits	In-network	Out-of-network
Urgent care visits - must be medically necessary	100% after in-network deductible	80% after out-of-network deductible

## Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	100% after in-network deductible	100% after in-network deductible
Ambulance services - must be medically necessary	100% after in-network deductible	100% after in-network deductible

## Diagnostic services

Benefits	In-network	Out-of-network
Laboratory and pathology services	100% after in-network deductible	80% after out-of-network deductible
Diagnostic tests and x-rays	100% after in-network deductible	80% after out-of-network deductible
Therapeutic radiology	100% after in-network deductible	80% after out-of-network deductible

## Maternity services provided by a physician or certified nurse midwife

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

## Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies	100% after in-network deductible	80% after out-of-network deductible
Unlimited days		
<b>Note:</b> Nonemergency services must be rendered in a <b>participating</b> hospital.		
Inpatient consultations	100% after in-network deductible	80% after out-of-network deductible
Chemotherapy	100% after in-network deductible	80% after out-of-network deductible

## Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care- must be in a <b>participating</b> skilled nursing facility	100% after in-network deductible Limited to a maximum of 120 days per member per calendar year	100% after in-network deductible
Hospice care	100% after in-network deductible Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods-provided through a <b>participating</b> hospice program <b>only</b> ; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	100% after in-network deductible

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Benefits	In-network	Out-of-network
Home health care:	100% after in-network deductible	100% after in-network deductible
<ul style="list-style-type: none"> <li>must be medically necessary</li> <li>must be provided by a <b>participating</b> home health care agency</li> </ul>		
Infusion therapy:	100% after in-network deductible	100% after in-network deductible
<ul style="list-style-type: none"> <li>must be medically necessary</li> <li>must be given by a <b>participating</b> Home Infusion Therapy (HIT) provider or in a <b>participating</b> freestanding Ambulatory Infusion Center (AIC)</li> <li>may use drugs that require preauthorization-consult with your doctor</li> </ul>		

## Surgical services

Benefits	In-network	Out-of-network
Surgery-includes related surgical services and medically necessary facility services by a <b>participating</b> ambulatory surgery facility	100% after in-network deductible	80% after out-of-network deductible
Presurgical consultations	100% after in-network deductible	80% after out-of-network deductible
Voluntary sterilization for males	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> For voluntary sterilizations for females, see " <b>Preventive care services.</b> "		
Voluntary abortions	Not covered	Not covered

## Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a <b>designated</b> facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	100% after in-network deductible -in designated facilities <b>only</b>
Bone marrow transplants-must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% after in-network deductible	80% after out-of-network deductible
Specified oncology clinical trials	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> BCBSM covers clinical trials in compliance with PPACA.		
Kidney, cornea and skin transplants	100% after in-network deductible	80% after out-of-network deductible

## Mental health care and substance use disorder treatment

Benefits	In-network	Out-of-network
<b>Inpatient</b> mental health care and <b>inpatient</b> substance treatment	100% after in-network deductible	80% after out-of-network deductible
		Unlimited days
Residential psychiatric treatment facility	100% after in-network deductible	80% after out-of-network deductible
<ul style="list-style-type: none"> <li>covered mental health services <b>must</b> be performed in a residential psychiatric treatment facility</li> <li>Treatment must be preauthorized</li> <li>subject to medical criteria</li> </ul>		
Outpatient mental health care:		
<ul style="list-style-type: none"> <li>Facility and clinic</li> </ul>	100% after in-network deductible	100% after in-network deductible in participating facilities <b>only</b>
<ul style="list-style-type: none"> <li>Physician's office</li> </ul>	100% after in-network deductible	80% after out-of-network deductible
Outpatient substance use disorder treatment-in approved facilities <b>only</b>	100% after in-network deductible	80% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

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## Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment-when rendered by an approved board-certified behavioral analyst-is covered through age 18, subject to preauthorization	Not covered	Not covered
<b>Note:</b> Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.		
Outpatient physical therapy, speech therapy, occupational therapy, nutritional counseling for autism spectrum disorder	Not covered	Not covered
Other covered services, including mental health services, for autism spectrum disorder	Not covered	Not covered

## Other covered services

Benefits	In-network	Out-of-network
Outpatient Diabetes Management Program (ODMP)	100% after in-network deductible	80% after out-of-network deductible
<b>Note:</b> Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider.		
<b>Note:</b> When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.		
Allergy testing and therapy	100% after in-network deductible	80% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	100% after in-network deductible	80% after out-of-network deductible
	Limited to a <b>combined</b> 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy-provided for rehabilitation	100% after in-network deductible	80% after out-of-network deductible
		<b>Note:</b> Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a <b>combined</b> 30-visit maximum per member per calendar year	
Durable medical equipment	100% after in-network deductible	100% after in-network deductible
<b>Note:</b> DME items required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. For a list of covered DME items required under PPACA, call BCBSM.		
Prosthetic and orthotic appliances	100% after in-network deductible	100% after in-network deductible
Private duty nursing care	100% after in-network deductible	100% after in-network deductible

Blue Cross Blue Shield of Michigan is a nonprofit corporation and independent licensee of the Blue Cross and Blue Shield Association. Services from a provider for which there is no Michigan PPO network and services from an out-of-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. Cost-sharing may differ when you obtain covered services outside of Michigan. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

## Simply Blue HSA with Prescription Drugs

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

**Specialty Pharmaceutical Drugs** - The mail order pharmacy for **specialty drugs** is Walgreens Specialty Pharmacy, LLC, an independent company. Specialty prescription drugs (such as Enbrel® and Humira®) are used to treat complex conditions such as rheumatoid arthritis, multiple sclerosis and cancer. These drugs require special handling, administration or monitoring. Walgreens Specialty Pharmacy will handle mail order prescriptions only for specialty drugs while many in-network retail pharmacies will continue to dispense specialty drugs (check with your local pharmacy for availability). Other mail order prescription medications can continue to be sent to Express Scripts. (Express Scripts is an independent company providing pharmacy benefit services for Blues members.) A list of specialty drugs is available on our Web site at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy). If you have any questions, please call Walgreens Specialty Pharmacy customer service at 1-866-515-1355.

We will not pay for more than a 30-day supply of a covered prescription drug that BCBSM defines as a "specialty pharmaceutical" whether or not the drug is obtained from a 90-Day Retail Network provider or mail-order provider. We may make exceptions if a member requires more than a 30-day supply. BCBSM reserves the right to limit the quantity of select specialty drugs to no more than a 15-day supply for each fill. Your copay/coinsurance will be reduced by one-half for each fill once applicable deductibles have been met.

**Select Controlled Substance Drugs** - BCBSM will limit the initial fill of select controlled substances to a 15-day supply. The member will be responsible for only one-half of their cost-sharing requirement typically imposed on a 30-day fill. Subsequent fills of the same medication will be eligible to be filled as prescribed, subject to the applicable cost-sharing requirement. Select controlled substances affected by this prescription drug requirement are available online at [bcbsm.com/pharmacy](http://bcbsm.com/pharmacy).

## Member's responsibility (copays and coinsurance amounts)

**Your Simply Blue HSA prescription drug benefits, including mail order drugs, are subject to the same deductible and same annual out-of-pocket maximum required under your Simply Blue HSA medical coverage.** Benefits are not payable until you have met the Simply Blue HSA annual deductible. After you have satisfied the deductible you are required to pay applicable prescription drug copays and coinsurance amounts which are subject to your annual out-of-pocket maximums.

**Note:** The following prescription drug expenses will not apply to your Simply Blue HAS deductible or annual out-of-pocket maximum

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand name drug
- the 20% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay	After deductible is met, you pay \$10 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay \$20 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay \$20 copay	After deductible is met, you pay \$20 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	After deductible is met, you pay \$40 copay	After deductible is met, you pay \$40 copay	After deductible is met, you pay \$40 copay	After deductible is met, you pay \$40 copay plus an additional 20% of the BCBSM approved amount
	31 to 83-day period	No coverage	After deductible is met, you pay \$80 copay	No coverage	No coverage
	84 to 90-day period	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay	After deductible is met, you pay \$80 copay plus an additional 20% of the BCBSM approved amount

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
31 to 83-day period	No coverage	After deductible is met, you pay \$160 copay	No coverage	No coverage
84 to 90-day period	After deductible is met, you pay \$160 copay	After deductible is met, you pay \$160 copay	No coverage	No coverage

**Note:** Over-the-counter (OTC) drugs are drugs that do not require a prescription under federal law. They are identified by BCBSM as select prescription drugs. A prescription for the select OTC drug is required from the member's physician. In some cases, over-the-counter drugs may need to be tried before BCBSM will approve use of other drugs \* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

## Covered services

Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Prescribed over-the-counter drugs - when covered by BCBSM	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
State-controlled drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
FDA-approved <b>generic</b> and <b>select brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved <b>brand-name</b> prescription preventive drugs, supplements and vitamins as required by PPACA	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance plus an additional 20% prescription drug out-of-network penalty
Adult and childhood select preventive immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% of approved amount	Not covered	100% of approved amount	80% of approved amount

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
FDA-approved <b>generic</b> and <b>select brand name</b> prescription contraceptive medication (non-self-administered drugs are Not covered)	100% of approved amount	100% of approved amount	100% of approved amount	80% of approved amount
Other FDA-approved <b>brand name</b> prescription contraceptive medication (non-self-administered drugs are Not covered)	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance for the insulin or other covered injectable legend drug	Subject to Simply Blue HSA medical deductible and prescription drug copay/coinsurance <b>plus</b> an additional 20% prescription drug out-of-network penalty for insulin or other covered injectable legend drug

**Note:** Needles and syringes have no copay/ coinsurance.

\* BCBSM will not pay for drugs obtained from out-of-network mail order providers, including Internet providers.

## Features of your prescription drug plan

Custom Drug List	<p>A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost.</p> <ul style="list-style-type: none"> <li>• <b>Tier 1 (generic)</b> - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment.</li> <li>• <b>Tier 2 (preferred brand)</b> - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance.</li> <li>• <b>Tier 3 (nonpreferred brand)</b> - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.</li> </ul>
Prior authorization/step therapy	<p>A process that requires a physician to obtain approval from BCBSM <b>before</b> select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. <b>Step Therapy</b>, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at <a href="http://bcbsm.com/pharmacy">bcbsm.com/pharmacy</a>.</p>
Drug interchange and generic copay/ coinsurance waiver	<p>BCBSM's drug interchange and generic copay/ coinsurance waiver programs encourage physicians to prescribe a less-costly generic equivalent.</p> <p>If your physician rewrites your prescription for the recommended generic or OTC alternate drug, you will only have to pay a generic copay/ coinsurance. In select cases BCBSM may waive the initial copay/ coinsurance after your prescription has been rewritten. BCBSM will notify you if you are eligible for a waiver.</p>
Mandatory maximum allowable cost drugs	<p>If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you <b>MUST</b> pay the <b>difference</b> in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug <b>plus</b> your applicable copay regardless of whether you or your physician requests the brand name drug. <b>Exception:</b> If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, You pay only your applicable copay. <b>Note:</b> This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.</p>
Quantity limits	<p>To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.</p>

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## APPENDIX I



### **DELTA DENTAL PPO (Point-of-Service)**

#### **Summary of Dental Plan Benefits**

For Group # 0001133-0001

### **City of Grosse Pointe Woods**

This Summary of Delta Plan Benefits should be read in conjunction with your Dental Care Certificate. Your Dental Care Certificate will provide you with additional information about your Delta Dental plan, including information about plan exclusions and limitations. The percentages below will be applied to the lesser of the dentist's submitted fee and Delta Dental's allowance for each service. Delta Dental's allowance may vary by the dentist's network participation. PLEASE NOTE – If you choose a Nonparticipating Dentist, you will be responsible for any difference between the amount Delta Dental allows and the amount the Nonparticipating Dentist charges, in addition to any Copayment or Deductible.

**Control Plan** – Delta Dental of Michigan

**Benefit Year** – July 1 through June 30

**Covered Services** –

	<b>PPO Dentist</b>	<b>Premier Dentist</b>	<b>Nonparticipating Dentist</b>
	<b>Plan Pays</b>	<b>Plan Pays</b>	<b>Plan Pays*</b>
<b>CLASS I</b>			
<b>Diagnostic and Preventative Services</b> – includes exams, cleanings, fluoride and space maintainers	75%	75%	75%
<b>Emergency Palliative Treatment</b> – to temporarily relieve pain	75%	75%	75%
<b>Brush Biopsy</b> – to detect oral cancer	75%	75%	75%
<b>Radiographs</b> – X-rays	75%	75%	75%
<b>CLASS II</b>			
<b>Minor Restorative Services</b> – fillings and crown repair	75%	75%	75%
<b>Endodontic Services</b> – root canals	75%	75%	75%
<b>Periodontics Services</b> – to treat gum disease	75%	75%	75%
<b>Oral Surgery Services</b> - extractions and dental surgery	75%	75%	75%
<b>Major Restorative Services</b> – crowns	75%	75%	75%
<b>Other Basic Services</b> – misc. services	75%	75%	75%
<b>Relines and Repairs</b> – to bridges and dentures	75%	75%	75%
<b>CLASS III</b>			
<b>Prosthodontic Services</b> – includes bridges, implants and dentures	75%	75%	75%
<b>CLASS IV</b>			
<b>Orthodontic Services</b> – includes braces	50%	50%	50%
<b>Orthodontic Age Limit</b>	No Age Limit	No Age Limit	No Age Limit

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

Customer Service Toll-Free Number 800-524-0149  
www.deltadentalmi.com

## **APPENDIX I**

- Oral exams (including evaluations by a specialist) are payable twice in any period of 12 consecutive months.
- Prophylaxes (cleanings) are payable twice in any period of 12 consecutive months.
- Fluoride treatments are payable twice in any period of 12 consecutive months for people up to age 19.
- Bitewing X-rays are payable twice in any period of 12 consecutive months. Full mouth X-rays (which include bitewing X-rays) are payable once in any three-year period.
- Composite resin (white) restorations are optional treatment on posterior teeth.
- Porcelain crowns are optional treatment on posterior teeth.
- Implants and implant related services are payable once per tooth in any five-year period.
- People with certain high-risk medical conditions may be eligible for additional prophylaxes (cleanings) or fluoride treatment. The patient should talk with his or her dentist about treatment.

Having Delta Dental coverage makes it easy for our enrollees 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** - \$1,000 per person total per benefit year on all services except orthodontics. \$1,000 per person total per lifetime on Orthodontic Services.

**Deductible** - None.

**Waiting Period** - Employees who are eligible for dental benefits are covered on the first day of employment.

**Eligible People** -All full-time employees of the Contractor and those part-time employees working at least 20 hours per week who choose the Dental Plan and COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985) enrollees, if applicable. The Contractor pays the full cost of this plan for full-time employees. Part-time employees pay the full cost of this plan.

Also eligible are your legal spouse and your children under age 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.

You and your eligible dependents must enroll for a minimum of 12 months. If coverage is terminated after 12 months, you may not re-enroll prior to the open enrollment that occurs at least 12 months from the date of termination. Your dependents may only enroll if you are enrolled (except under COBRA) and must be enrolled in the same plan as you. Plan changes are only allowed during open enrollment periods, except that an election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

If you and your spouse are both eligible for coverage under this Contract, you may be enrolled together on one application card or separately on individual application cards, but not both. Your dependent children may only be enrolled on one application card. Delta Dental will not coordinate benefits if you and your spouse are both covered under this Contract.

Benefits will cease on the last day of the month in which the employee is terminated.

Revising Eligible People effective January 1, 2011.



**ATTACHMENT A**

**Acknowledgement of Receipt of Employee Handbook**

I have received the Employee Handbook and I understand that it is my responsibility to read and comply with all the policies and procedures contained therein.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

cc: Employee

**ATTACHMENT B**

**Acknowledgement of City of Grosse Pointe Woods**  
**At-Will Employment Policy**

The undersigned hereby understands and acknowledges the following:

1. That the City of Grosse Pointe Woods is an "At-Will" employer. This means that any Employee not covered by a collective bargaining agreement or individual employment agreement may be terminated at any time for any reason or for no reason at all with or without notice and with or without cause. Similarly, any Employee may resign his/her employment with the City at any time for any reason or for no reason at all, with or without notice or with or without cause.
2. That this at-will employment relationship with the City may not be changed by any written document, oral representation, or by conduct unless the City Council specifically acknowledges such change in writing.
3. That nothing in the Employee Handbook should be interpreted as being inconsistent with "At-Will" employment.
4. This Employee Handbook nullifies and supersedes any prior contract between you and the City.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

cc: Employee