

**AGREEMENT**

**BETWEEN**

**THE CITY OF OAK PARK**

**AND**

**THE OAK PARK PUBLIC SAFETY  
COMMAND OFFICERS ASSOCIATION**



**December 5, 2005 — June 30, 2008**

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## AGREEMENT

This Agreement, entered into this 5th day of December, 2005, by and between the City of Oak Park, a municipal corporation, hereinafter referred to as the "City," and the *Police Officers Labor Council representing the Oak Park Public Safety Command Officers Association*, hereinafter referred to as the "Association."

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations between the City and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the Public require that all disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the Public as is provided by law.

The Association further recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to encourage increased efficiency on the part of its members.

To these ends the City and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements herein contained, it is agreed that:

**ARTICLE I**  
**RECOGNITION AND DEFINITIONS**

A. RECOGNITION

1. The City hereby recognizes the Association, represented by the Police Officer Labor Council, as the sole and exclusive bargaining representative of all sworn officers of the Oak Park Public Safety Department of the rank of Sergeant and above, excluding the Director of Public Safety for the purposes of collective bargaining in respect to rates of pay, hours of employment and other terms and conditions of employment as defined in Act 379 of the Public Acts of 1965.

2. The City agrees not to negotiate with any organization other than the Association, (POLC) concerning wages, hours or other terms and conditions of employment of members of the bargaining unit for the duration of this Agreement.

B. DEFINITIONS

1. The term "employee" or "officer" when used hereinafter shall include all male and female employees represented by the Association in the bargaining unit as above defined.

2. The term "Director" when used hereinafter shall include his authorized designee.

3. The term "widow" wherever used in this Agreement shall be deemed to include the term "widower."

4. The term "City Manager" when used hereinafter shall include his authorized designee.

5. The pronoun "he" wherever used in this Agreement shall be deemed to include the pronoun "she" unless the provision by its nature, could apply to only one sex.

6. Department Seniority shall be determined as of the date of hiring as a Public Safety Officer, regardless of rank. Seniority shall accrue from date of last continuous employment in the Department of Public Safety. A military leave of absence or an approved leave of absence shall not be considered a break in a continuous employment.
7. Unit Seniority shall be determined first by the employee's rank, then, date of rank and finally, by Department Seniority.
8. Personnel Year - consecutive twelve month period of time from April 1st of one year through and including March 31st of the immediately following year.
9. Administrative Employees - For purposes of the holiday time provisions of this contract, administrative employees are all sworn officers of the Oak Park Public Safety Department not assigned to the Operations Division.

## **ARTICLE II**

### **REPRESENTATION**

- A. The Employer shall deduct from the wages of each Union member in the bargaining unit the amount as prescribed by the Union as Union dues, initiation fee assessments, and for non-union members a service fee as prescribed by the Union per MCLA 408.477. These deductions shall be made by the Employer automatically for those already in the Union and each time an employee is placed in the unit or returned from a leave of absence. Said dues deductions will begin at least the fifteenth day following the employee's date of entry into the bargaining unit. The employer shall provide the Association with a list of all employees covered by this agreement and shall update that list by the fifteenth of each month. Said dues will be payable to the Treasurer of the Oak Park Public Safety Command Officers Association at an address established by the Association. These dues will be paid promptly to the Association once deducted by the City. Bargaining unit members shall pay as a condition of continued employment said dues or service fee as designated by the Union. The Union shall indemnify and save the employer harmless from any and all claims, demands, suits, or any other action arising from these agency shop provisions.

**ARTICLE III**  
**MANAGEMENT RIGHTS**

1. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the right to decide the number of employees, work to be performed within the unit, the right to hire employees, determine their qualifications, conditions of employment, the right to promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees, to make and change rules and regulations and orders not inconsistent with the terms and provisions of this Agreement, the scheduling of work, the type of work, methods of departmental operation, the selection, procurement, designing, engineering, purchasing and the control of equipment, supplies and materials, the right to determine the number and location or relocation of its facilities, to determine the size of the management organization. The rights of management include the right to train and utilize auxiliaries and/or volunteers to supplement fire fighting providing such use does not result in the layoff of sworn personnel.

2. It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work load or for other legitimate reasons, is vested exclusively in the City subject only to the express provisions of this Agreement.

3. It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively with the City, subject only to the express provisions of this Agreement as herein set forth. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to

eliminate a position created by a vacancy and not fill vacancies for authorized positions and/or classifications, provided that any employee who is laid off or involuntarily transferred shall be reassigned to his prior position when such position is next filled.

4. The exercise of the foregoing powers, rights, authorities by the City, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and expressed terms are in conformance with the constitution and laws of the State of Michigan and the United States.

#### **ARTICLE IV** **ASSOCIATION ACTIVITIES**

1. Bulletin Board: The City agrees to furnish a bulletin board of reasonable size for the use of the Association, separate from the Public Safety Officers bulletin board equipped with a lock. This bulletin board shall be in an area of general access to employees covered by this Agreement. The Association agrees to maintain said bulletin board in a state of good repair and neatness. The bulletin board is to be used only for notices of Association meetings, Association elections and results and social functions in connection with the Association. The Association shall designate a person who shall be responsible for all notices posted on the bulletin board. Association notices as specified above may not be posted in any other location, except as permitted by the City. In no event shall a notice of derogatory, defamatory or political nature be posted on the bulletin board.

2. Meetings of the Association may be conducted at the Public Safety Department insofar as these meetings shall not disrupt other employees from their normal work, and do not interfere with a full complement of the labor force on any shift.

3. The City will pay up to eighty-four (84) hours, at straight time, at

the current rate of the member involved, for those members of the Association engaged in collective bargaining, investigation or adjustment of grievances, meetings with administrative officers relating to wages, hours and conditions of employment necessary for the proper functioning of the relationship between the Association and the City. Said time to be designated as Association Activities Time. The total amount of such time for all members of the Association shall not exceed eighty-four (84) hours per contract year for each and every contract year after the date of execution of this Agreement.

## **ARTICLE V** **STRIKES AND LOCK-OUTS**

The Association agrees that it will not authorize, sanction or participate in any strike, work stoppage, work slowdown, or so called "blue flu" or create or cause any reduction of essential services during the term of this Agreement. The occurrence of any such acts or actions prohibited in this section or prohibited by the Public Employment Relations Act shall be deemed a violation of this Agreement by the Association. The City agrees that it will not engage in any lock-out of the bargaining unit employees during the term of this Agreement, and the occurrence of such lock-out shall also be deemed a violation of this Agreement.

## **ARTICLE VI** **LAYOFFS**

1. When there is an impending reduction in force within the bargaining unit, the employer shall immediately inform and consult with the Association as soon as there is any possibility of said reduction in force.
  
2. In the event of a reduction in force in the Department, it shall be made among all employees in the same classification as listed in Article I, Page 3, according to length of service.

- a. The employees with the least amount of service shall be the first laid off and last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, Department Seniority as defined in Article I shall prevail.
  - b. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.
  - c. Any employee demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.
3. Any grievance submitted concerning a layoff shall be submitted at the second step of the grievance procedure and the parties expressly agree that they shall expedite the final resolution thereof and be limited to the applicable terms of this article.
  4. Employees covered by this agreement shall receive unemployment benefits in accordance with the eligibility requirements set forth in the Michigan Employment Security Act.
  5. No member of the bargaining unit as of July 1, 1995, shall be laid-off.

**ARTICLE VII**  
**RESOLUTION OF DISPUTES**

A. GRIEVANCE PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. It is agreed that no incident occurring prior to the signing of this Agreement will be a matter of grievance under the provisions of this Article.

2. A grievance or dispute within the meaning of this Article is defined to be an alleged violation of a specific provision of this Agreement.

3. All grievances arising out of the above defined disputes shall be submitted on the prescribed forms and recite the contractual provisions in issue. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed to between the Association and the City. Authorized non-employee representatives of the Association shall be granted permission, upon reasonable request to the City Manager, to enter any area of the City operations for the purpose of adjusting grievances with the designated supervisor.

4. All time limits provided in the grievance steps shall be deemed to be of essence and shall be strictly construed. Any grievance not advanced to the next step by the Union within the time limit in that step, shall be determined to be resolved, and the last response of the Employer deemed to be acceptable by the union as resolution to the grievance. Time limits may be extended by the City and the Union in writing, and then the new date shall prevail. Waivers of time limitation shall be in writing. Failure to make a timely response to a request for extension of time shall be deemed to be consent of the request.

5. Any grievance or dispute, which may arise between the parties, shall be settled in accordance with the procedures set forth below:

Step 1: Any employee having a grievance as above defined shall first take up the matter through the departmental chain of command and a designated Association representative, if the participation of the Association representative is desired by the employee. An employee having a grievance shall first gain permission from his supervisor before leaving his job to contact the Association. If not settled, it shall be discussed with the designated representatives of the Association who shall determine whether or not it is meritorious. If not settled in the departmental chain as above defined and if determined meritorious by the Association, it shall be reduced to writing and signed by the employee and the designated representative of the Association. Any grievance not submitted at Step 1 within ten (10) days of its occurrence or notification

of the grievant of its occurrence shall be automatically closed. A grievance involving a matter of Association concern may be instituted by the Executive Board of the Association at Step 2. Any discharge appeal initiated by the Association must be filed in writing at Step 3 with the Director of Human Resources.

Step 2: Within 10 days of receipt of the written grievance, a meeting shall be held between the grievant, Association representative and the Director of Public Safety or his designee, who shall give his written decision within ten (10) working days (excluding Saturdays, Sundays and Holidays and absence of the Director of Public Safety of more than three (3) or more days). The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 3: In the event the grievance is not settled in Step 2, it may, within ten (10) working days after receipt of the decision in Step 2, be submitted to the Director of Human Resources by the Association. The decision of the Director of Human Resources shall be given in writing within ten (10) working days after receipt of the grievance (excluding Saturdays, Sundays and Holidays or absence of the Director of Human Resources of more than three (3) days). The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 4: If the Association is not satisfied with the decision in Step 3, the final Step in the resolution of the dispute shall be an impartial arbitrator, selected through either Federal Mediation and Conciliation Service (F.M.C.S.) or Michigan Employment Relations Commission (M.E.R.C.).

1. A demand for arbitration must be served by written notice to the City, within ten (10) days after the receipt of the disposition at Step 3 of intent to submit the issue to an impartial arbitrator for binding arbitration. Following such notice of demand to arbitrate, the Union shall file with the chosen agency within 20 days of notice to the City and shall proceed according to the rules and regulations of the American Arbitration Association, in regard to voluntary labor arbitration.

2. The arbitrator's award should be reducible to judgment, and enforceable according to appropriate provisions of statute and law.
3. The decisions of the arbitrator shall be final and binding on all parties. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement.
4. The expense of such impartial arbitrator shall be shared equally by the City and the Association; however, each party shall make arrangements to pay its own witnesses.
5. The arbitrator shall have no power to add to or subtract from or modify any portion of this Agreement or supplemental agreements between the parties. Any error or mistake of law committed by the arbitrator shall constitute a basis for setting aside said decision or award.
6. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment or unemployment compensation during the period in question. The City, in no event, shall be required to pay back for more than three (3) working days prior to the date a written grievance is filed.
7. In the case of a pay shortage, any adjustment shall be retroactive to the beginning of the pay period covered by such pay.
8. In the event a case is referred to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
9. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

B. ELECTION OF REMEDIES

When the same remedies are available for a dispute which arises under this contract under the grievance procedure, which are available under any administrative or statutory scheme or hearing, civil rights hearing, or Department of Labor hearing, and remedy, the Union and the affected employee shall not process the complaint through the grievance procedure provided for in this Agreement.

If any employee elects to use the grievance procedure in this Agreement and, subsequently, elects to utilize the statutory or administrative remedies to obtain the same remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited.

Nothing herein shall be construed to eliminate the right of an employee or the Union to apply to the courts to compel compliance with agreement terms and with the grievance procedure by request for injunctive or other relief.

C. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES MAY BE BROUGHT

1. Whenever any complaint or charge shall be brought against any employee under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under State or Federal law, or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint:

a. The employee shall be given a summary of the charges under investigation.

b. Before he is interrogated or required to make any statements, he shall be allowed the opportunity to obtain the advice of counsel.

- c. Any order to make a statement pursuant to the Garrity Provision shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
  - d. The order and the statement taken pursuant to Garrity Provision shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.
  - e. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.
  - f. No employee shall be disciplined without just cause.
2. The summary referred to in paragraph 1.a, above, shall set forth the time, date, place at which the alleged offense occurred, and a description of the offense.

D. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES ARE NOT CONTEMPLATED

1. Whenever any investigation of any employee's alleged violation of Department rules or orders is undertaken regarding a complaint from external or internal sources, the employee shall specifically have the right of representation by the Association at every stage of the proceeding. No charges shall be made against him and no written statements shall be taken from him except under the following conditions:
- a. The employee shall be given a written summary of the charges against him.
  - b. Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.

c. Any order to make a statement, pursuant to the Garrity Provision, shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.

d. The order and the statement, pursuant to the Garrity Provision, shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.

e. Nothing in the forgoing procedure shall limit the right of the Department to use such statement taken for Department disciplinary purposes.

f. No employee shall be disciplined without just cause.

2. The summary referred to in paragraph 1a, above, shall set forth the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.

3. Before any disciplinary action is taken, an officer shall have the right to be informed of the name of the complainant and the right to answer the charges in writing.

F. INTERVIEWS BY SUPERVISORS: Whenever an employee is counseled concerning his supervisor's evaluation or productivity, he shall not be entitled to Association representation. However, an employee shall be entitled to representation by an appropriate Association representative at any and all meetings whenever disciplinary action is threatened or contemplated, or from which meeting disciplinary actions will ensue.

## **ARTICLE VIII** **HOURS OF WORK**

1. Notwithstanding other sections of this Agreement, the City shall have the sole and exclusive right to establish the hours of work and to assign personnel as

determined by the Director to be required and necessary to fulfill the duties and obligations of the City and the Department of Public Safety.

2. Under extenuating circumstances, personnel will be permitted to exchange days off, providing such exchanges do not interfere or conflict with normal operation of the Department, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Director of Public Safety, or his authorized representative.

3. Nothing contained in this Article shall be construed so as to inhibit the Director of Public Safety from making such orders as are necessary to ensure adequate shift strength.

4. The Department of Public Safety shall post a complete work cycle schedule for all divisions of the Department including the criminal investigations division at the beginning of each work cycle. It is agreed between the Association and the Employer that the Employer shall give a notice of at least thirty (30) days in the case of any change in the current work schedule. Such period of time will allow for discussions with the City of the impact of the proposed schedule change upon members of the Association.

5. The Employer shall provide a seven-day notice of any change in assignment except where circumstances reasonably prohibit giving such notice.

6. Lieutenants and Sergeants assigned to Operations will be allowed to bid shifts, as provided herein on an annual basis, based upon seniority, as the twelve (12) hour shifts schedule continues, until a new shift schedule is implemented consistent with these contract provisions.

Additionally, they must select at a minimum, one the current four (4) shift rotations other than a day shift, thus allowing each lower seniority command officer assigned to Operations the opportunity to work a day shift rotation at least once during the annual bid period. The Public Safety Director may make an exception should two (2) command officers be willing to switch the same shift rotation and stay on their usual shift cycle.

7. Whenever an employee assigned to the Operations Division has reported to work to stand roll call until it can be determined that there is sufficient minimum shift strength, and upon satisfaction of the shift commander that there is sufficient minimum shift strength to permit said employee to take such requested time off, said employee shall be permitted the time off with only six hours being charged against his leave time. Such rule shall be henceforth known as the "Six for Eight Rule" and shall be subject to modification from time to time by the Director of Public Safety.

**ARTICLE IX**  
**WAGE BENEFITS:**

Current salaries as of June 30, 2005:

<u>RANK</u>	<u>BASE SALARY</u>
Sergeant	\$73,459.09
Lieutenant	\$79,846.70
Deputy Director	\$86,302.12

Salaries as of July 1, 2006, which includes a 2.3% increase in Base Wages:

<u>RANK</u>	<u>BASE SALARY</u>
Sergeant	\$75,148.65
Lieutenant	\$81,683.17
Deputy Director	\$88,287.07

Salaries as of July 1, 2007, which includes a 3% increase in Base Wages:

<u>RANK</u>	<u>BASE SALARY</u>
Sergeant	\$77,403.10

Lieutenant	\$84,133.67
Deputy Director	\$90,935.68

Salaries as of July 1, 2008, which includes a 3% increase in Base Wages:

<u>RANK.</u>	<u>BASE SALARY</u>
Sergeant	\$79,725.20
Lieutenant	\$86,657.68
Deputy Director	\$93,663.75

1. Pay increases for all Classifications shall be retroactive to July 1, **2005** for all employees, including those who have retired prior to the date of execution of the contract.
2. Any payments to retired officers shall be included in a recomputation of their final average compensation for purposes of computing retirement benefits. Computations to be made on all hours worked, 53rd week pay (longevity) and sell back of accumulated leave, as provided.

### **ARTICLE X** **OVERTIME**

1. Overtime shall be paid in one-quarter (1/4) hour increments.
  - a. Overtime following the employee's regularly scheduled shift shall be paid at a rate of time and one-half (1-1/2 X ) the employee's hourly rate of pay. Compensatory time may not be credited for more than the first hour of overtime.
2. An officer called back for duty with notice of more than two (2) hours shall be paid at a rate of time and one half (1-1/2 x) for a minimum of two (2) hours and in one-quarter (1/4) hour increments thereafter. The employee may not elect to receive compensatory time.

3. An officer called back for duty with notice of less than two (2) hours shall be paid at a rate of double time (2X) for a minimum of two (2) hours and in one-quarter (1/4) hour increments thereafter. The employee may not elect to receive compensatory time.

a. An officer who is on City premises when ordered returned to duty shall be compensated at a rate of time and one-half (1 1/2 X) for hours actually worked, in one-quarter (1/4) hour increments, which is not otherwise subject to the call back minimum, provision(s) or rate.

4. The employee shall receive compensatory time except when prohibited by FLSA or this agreement. Effective December 5, 2005, compensatory time for training will be earned at a time and one-half rate. The City shall have the right to schedule any or all training programs including on an Officer's scheduled leave days. The City will make every effort to begin all training on a scheduled leave days between 8:00 a.m. and 10:00 a.m. An exception is afternoon training for firearms. Other exceptions may be mutually agreed upon by the parties.

5. There shall be no compensation for training or any off-duty activity, which is not specifically ordered or approved by the Director or his designate.

6. When required to attend training classes while off duty, the City shall have the option of paying compensation as provided or to grant days off prior to or upon the return from training schools if staffing levels permit, subject to any applicable provision(s) of FLSA.

7. Total compensatory time earned by members may be accrued to a maximum of 240 hours. An employee will be paid for compensatory time in excess of this maximum the first payday following the end of each quarter.

#### A. STAND-BY ALERT PAY

1. Department personnel shall be entitled to stand-by alert pay when ordered by the Department of Public Safety to hold themselves available for immediate

return to the station for emergency duty. Stand-by alert pay shall expressly not apply in cases where the stand-by arises out of prosecutor or court orders. Stand-by alert Pay shall be deemed proper only in situations arising out of police or fire emergencies. Stand-by alert pay shall be paid at the rate of one-half of the officers' normal hourly rate for each hour on alert. Effective December 5, 2005, all administrative command positions shall have a eight and one half hour workday and it shall include one half hour paid lunch. Work schedules will be adjusted by the Department Director to recognize this on-call status.

2. The procedures for instituting stand-by alert shall be as follows:
  - a. The Director, Deputy Director, Fire Marshal or Investigation Bureau Commander shall determine the need and number of officers to be available for response to the station.
  - b. The commanding officer or his designee shall direct that certain officers be placed on stand-by alert, and that they be notified by phone or other means of communication.
  - c. A note to the effect that officers have been placed on stand-by alert shall be placed on the Daily Log.
  - d. Payment for stand-by alert time shall be made only upon compliance with the above procedures.

- B. OPERATIONS PREPARATION TIME: Effective July 1, 2005, the Deputy Director and Lieutenants shall be granted sixty (60) hours of compensatory time for each contract year to be used under the same provisions as is all other compensatory time, Sergeants assigned to Operations shall be granted sixty (60) hours of compensatory time for each contract year to be used under the same provisions as is all other compensatory time. All other sergeants shall be granted thirty (30) hours compensatory time. This is in recognition of the time required for such officers to prepare for roll call and completion of the shift and all other matters in excess of the normal shift hours. Half of the hours are to be advanced on the first day of July of the fiscal year, and the other half are to be advanced on the first day of January of the fiscal year.

C. COURT TIME

1. Any employee who appears as scheduled for Court at a time other than his normally scheduled duty hours, shall be compensated at the rate of one and one-half times (1-1/2 X) his current rate for a minimum of two (2) hours.

2. Any employee who is scheduled for Court at a time other than his normally scheduled duty hours and does not receive 12 hours notice of cancellation, shall be compensated at the same rate provided in Section 1.

D. STAFF MEETINGS: Any member who appears as scheduled for Staff Meetings at a time other than his normally scheduled duty hours, shall be compensated at the rate of one and one-half times (1-1/2 X) his current rate for a minimum of two (2) hours.

**ARTICLE XI**  
**MISCELLANEOUS PAYS**

A. PROFESSIONAL SKILLS PAY

The City will pay each officer \$365.00 in recognition of the fact that a peace officer is required to maintain certain professional skills and qualifications. \$182.50 of said sum shall be paid on the first regular payday following after July 1, and \$182.50 of said sum shall be paid on the first pay following after January 1.

B. UNIFORM ALLOWANCE

1. There will be an annual uniform allowance of eight hundred seventy dollars (\$870) Three hundred forty-five dollars(\$345) of this amount to be paid in cash as soon as possible after the commencement of the fiscal year. The remainder shall be in the officer's "Account" for expenditure directly with uniform retailers.

2. A special one hundred fifty dollars (\$150.00) uniform allowance will be provided to any employee who has been assigned or promoted to any position requiring a different uniform or different clothing than that being worn by such employee at the time of such assignment or promotion, provided that such assignment is for a period of six (6) months or more within any twelve (12) month period.

3. Officers whose regular assignment requires civilian clothes shall receive their uniform allowance in cash, one-half (1/2) of which is to be given in July and one-half (1/2) in January of each year.

C. UNIFORM DAMAGE, REPAIR OR REPLACEMENT: No fixed uniform cleaning allowance will be paid. However, the Director of Public Safety shall have the authority to approve payment for the cleaning, repair and replacement of clothing worn in the normal performance of duty which has become soiled as the direct result of an unusual activity on the part of any officer in the discharge of his duties. In the administration of this paragraph, unusual activities shall be construed to include fire-fighting activity and extended exposure in inclement weather while directing traffic or pursuing other Public Safety functions.

D. LONGEVITY PAY: "53-WEEK PAY"

1. All employees covered by this Agreement shall be subject to the "53-Week" pay program as a form of longevity pay as follows:

The City of Oak Park, not later than December 7 each year, shall issue special payroll checks to all employees herein concerned, other than the normal pay, based on continuous service with the City of Oak Park.

2. The formula to be used in the computation of such longevity pay is as follows:

FOR EMPLOYEES WITH SEVEN (7) OR LESS YEARS SERVICE:

2% of base pay times number of months continuous service,  
divided by 84 = amount of pay.

FOR EMPLOYEES WITH OVER SEVEN (7) BUT LESS THAN  
FOURTEEN (14) YEARS SERVICE:

5% of base pay times number of months continuous service,  
divided by 168 = amount of pay.

FOR EMPLOYEES WITH FOURTEEN (14) OR MORE YEARS  
SERVICE:

8% of base pay times number of months continuous service,  
divided by 252 = amount of pay.

For all persons hired prior to July 1, 1984 under this formula, there will be  
no maximum amount of pay.

For all persons hired on or after July 1, 1984, the longevity  
payments will be made with the application of the following maximums:

1 month to 83 months - Same Longevity Formula as in  
Section 2 with a maximum of \$450.00

84 months to 167 months - Same Longevity Formula as in  
Section 2 with a maximum of \$850.00

168 months or more - Same Longevity Formula as in  
Section 2 with a maximum of \$1,700.00.

3. As this payment is in recognition of years of service, an employee must be on the City payroll on the day of payment. Pro rata pay on termination will not be permitted except in accordance with Paragraph 6 below.
4. Years of continuous service shall be computed on the November 1st preceding payment.
5. Percentage of annual base salary shall be computed as of the employee's annual base salary on the first day of November preceding payment.

6. Employees who become eligible for retirement shall receive their prorated accumulation of the annual "53-Week Pay" upon retirement.

**ARTICLE XII**  
**LEAVE TIME**

A. HOLIDAYS: Holidays shall be credited on a day-for-day format, receiving actual hours per holiday for officer work schedule.

1. The following days shall be recognized and observed as paid holidays:

New Year's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	New Year's Eve
Thanksgiving Day	2 Unidentified Days

2. On January 1 of each year, the City will advance to all employees assigned to Patrol operations thirteen (13) days or one hundred ten and one-half (110.5) hours as a holiday bank under the current work schedule. Administrative employees will be advanced twenty-four (24) hours in recognition of the employee's birthday and two (2) unidentified days.

3. Employees assigned to Patrol shall receive one day's pay for each of the holidays listed on which they perform no work. Whenever any of the holidays listed shall fall on a Sunday, the succeeding Monday shall be observed as the holiday unless regularly scheduled to work on Sunday. Whenever the holiday falls on a Saturday, the preceding Friday shall be deemed to be observed as the holiday.

4. Employees shall receive double pay for all hours worked on Thanksgiving and Christmas Day. Seniority shall be used to permit voluntary selection of time off.

5. An employee may carryover up to twenty-five and one-half (25.5) hours of holiday time from one calendar year to the next under the current work schedule. Any excess hours shall be lost.

B. PERSONAL LEAVE DAYS

1. A personal leave day is a day of leave with full pay for the purpose of transacting or tending to personal, legal, religious, business, household or family matters which require absence during scheduled work time.

2. Employees shall be granted three (3) paid personal leave days per year. Personal Leave time will be used at times that are mutually agreed upon. In any case where time off is unavailable due to minimum manpower commitments, only the Director or his designee may grant the time off request. Personal Leave time once granted shall not be canceled except in cases of a department alert or state of emergency.

C. VACATION LEAVE:

Vacation leave is an authorized absence from duty with pay.

1. Vacation shall be accrued on a monthly basis and shall be credited to the employee's time account as accrued. Employees shall be permitted to take vacation leave in the amount of the number of full days accrued as of April 1 of the year in which the vacation is to be taken. Accrued vacation earned after April 1 may only be taken with the permission and consent of the City Manager.

2. Except as hereinafter provided, the City shall provide the following vacation benefit schedule:

<u>Months of Continuous Service</u>	<u>Annual Vacation Accrual</u>
1 - 60	88 hours
61 - 120	128 hours
121 - 180	168 hours
181 or more	168 hours plus 8.5 hours/year to a maximum of 208 hours

3. In addition to the regular vacation benefits provided in Section 2, an additional one-half day vacation bonus shall be given to employees taking their vacation leave during the months of January through March, for each week of regular vacation taken. Vacation bonus time shall not exceed one (1) day for each year.

4. Employees shall receive credit for eight hours of bonus time if, during the personnel year, they do not use any sick time. These eight hours of bonus time can be added in one eight-hour increment to either the officer's sick time or vacation. These eight hours of bonus time will not be paid in cash. Members may not donate sick time to other employees.

5. Employees shall receive credit for a month of accrued vacation for every month in which they work or receive compensation for ten workdays. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave.

6. Employees shall be permitted to carry forty-two and one-half (42.5) hours accumulated vacation time under the current schedule, to the year following the year in which accumulated. Additional time may be carried over within the discretion and with the consent of the City Manager. If a written request by an employee to carry over additional time is neither denied nor answered within fifteen (15) days of its submission, it shall be deemed to be granted.

7. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference. Employees will be given preference first by rank then by unit seniority to select available vacation periods for up to three weeks of their allowable vacation. Vacation leave may not be allowed at any time in advance of earned time.

8. Employees shall be entitled to vacation pay in any of the following instances:

- a. Any employee, who gives proper notice (five working days) regarding termination of employment with the City, shall be

entitled to his regular pay for any unused portion of vacation time, as of date of separation.

b. Any employee, who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action, shall be paid his accrued and unused vacation time.

c. Any employee who enters Military Service, shall be allowed his accrued vacation time, paid to him at the time he leaves the City to enter the Military.

9. Employees shall not be entitled to accrued vacation pay if any of the following applies:

a. If an employee separates from the City by reason of absence without leave.

b. If an employee fails to give at least five (5) working days notice in advance of termination date.

10. Any employee who leaves the City for disciplinary reasons shall be paid his accrued and unused vacation time.

D. EMERGENCY AND FUNERAL LEAVE

1. Emergency Leave: In the case of serious illness in his immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the recommendation of the immediate supervisor and approval of the City Manager. Such time off shall be in accordance with General Order #83.

2. Funeral Leave: In the case of a death in his immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon recommendation of the immediate supervisor and approval of the City Manager. In the case of death of spouse,

child or parent, an additional two (2) days may be granted, with the approval of the City Manager.

a. Should a death in the immediate family occur while an employee is on a scheduled leave, he shall be entitled to receive these benefits provided that he has notified the City prior to the date of the funeral.

3. "Immediate family" shall be defined to include the following:

Husband	Parent-in-Law
Wife	Grandparent
Child	Spouse Grandparent
Brother	Brother-in-Law
Sister	Sister-in-Law
Parent	Grandchildren

4. Emergency leave and funeral leave shall be in addition to other types of leave to which the employee is entitled.

**ARTICLE XIII**  
**SICK LEAVE AND UNSCHEDULED ABSENCES**

1. Sick leave shall not be considered a privilege, which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee.

2. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed one hundred and fifty (150) days for any employee. Upon proper application, an employee may opt to be paid for fifty percent (50%) of their total accumulated sick hours over six hundred (600) on a yearly basis at their current rate. An employee who chooses payment must so elect in writing within 30 days of the date prescribed in each quarter for sell back. Employees will be paid fifty percent (50%) of accumulated sick leave upon retirement or to his pension beneficiary in the event of death. All paid leave days except sick leave days shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

3. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he would otherwise have worked during his absence on such leave. Should a change in the workweek occur, accumulated sick leave shall be credited on the basis of the new workweek schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new workweek schedule.

4. A certification of illness or injury from a licensed physician may be required by the City Manager as evidence of illness or disability as a condition to payment of compensation for the period of illness or disability exceeding three(3) working days. If unsatisfactory, the City may designate a physician to make an examination at the City's cost or expense. Determination by the City's appointed physician shall be final and binding on the parties, and if it is adverse to the certification provided by the employee's physician, then such sick time, from the date of such examination shall be disallowed, and the cost of the physician designated by the City shall be borne by the employee.

5. Abuse of the sick leave privilege or falsification of illness or disability shall be grounds for disciplinary action up to and including discharge. Sick leave credits will not be allowed when absence is due to the willful use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while gainfully self-employed or while employed by any entity other than the City of Oak Park.
6. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty not later than one-half hour before starting time of his particular shift on the first day of his absence, and daily thereafter if not hospitalized, or sick leave pay will not be allowed.
7. If the employee so elects, after all accrued sick leave is used, vacation leave and other leave time may be used and payment made therefore to the extent of such leave accrued.
8. When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one year. If, at the end of that time, said employee is still unable to return to work, his employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.
9. Employees shall receive credit for a month of accrued sick time for every month in which they work or receive compensation for ten (10) workdays. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for sick leave.
10. Employees shall receive credit for eight hours of bonus time if, during the personnel year (April 1st to March 31st), they do not use any sick time. These eight hours of bonus time can be added in one eight-hour increment to either the officer's sick time or vacation. These eight hours of bonus time will not be paid in cash.

**ARTICLE XIV**  
**PROMOTIONS AND PROBATION**

A. PROMOTIONS

1. Promotions shall be made from qualified officers based on competitive examinations except as otherwise provided in this Article. The Director shall have the authority to select from the number of top scores which represents twice the number of positions open, provided that where there is only one opening, he may select from the top three scores.

2. All officers holding the rank of Sergeant shall be eligible to take examinations for promotion to Lieutenant.

3. Appointment of Deputy Director: The Deputy Director shall be a non-competitive appointee of the Director. He shall be appointed from any rank within the department. He shall not serve a probationary period, and may be removed for just cause, in which case, he shall resume his previous rank and shall have no right of appeal beyond Step 4 of the Grievance Procedure. During the life of this agreement, there shall be one (1) Deputy Director, provided that at such time as the position of Deputy Director becomes vacant, the Employer reserves the right to restructure the position and/or seek a unit determination thereof, through the Michigan Employment Relations Commission.

4. In the event that there are less than three (3) employees competing for the competitive position, the Director may seek qualified applicants from the next lower ranks within the bargaining unit, in succession by rank. If there are less than three (3) employees from all ranks competing, the Director may seek qualified applicants from outside the Department.

5. Performance Evaluations

a. It is recognized that management has the following rights and that their enumeration herein is not to be construed as a limitation upon the rights of management recognized in the Contract:

- 1) To establish training to improve skills and performance of public safety officers;
- 2) To establish and/or revise methods of performance, performance standards, and work measures, and to impose discipline for substandard performance; and
- 3) To require employees to be in sufficient physical and psychological condition to perform the full range of duties of a public safety officer.

b. Each employee shall be evaluated periodically each calendar year by his/her shift commander or supervisor if not assigned to a shift. The evaluation will be based on the employee's performance during the prior evaluation period, including the extent to which the employee has maintained skills and abilities. The evaluation shall be in writing and a copy shall be delivered to the employee, who shall acknowledge receipt of the copy. The evaluation form will set forth criteria upon which the employee will be evaluated, and such form will be posted prior to its use. Each employee will be entitled to review the evaluation privately with his/her shift commander or supervisor, at which review there will be no Association representation, and thereafter to attach a response not to exceed one page in length to the evaluation. Evaluations and responses, if any, shall be maintained in the employee's personnel file.

B. PROMOTIONAL PROBATION: Probationary periods for Sergeant and/or Lieutenant ranks shall be twelve (12) months, subject to a six (6) month extension if deemed necessary by the Director. During the probationary period, the employee shall be subject to close scrutiny and evaluation and if found to be below standards satisfactory to the appointing authority, may be removed from the probationary position any time during the probationary period. Such removal shall not be subject to appeal. The removal of a probationary employee from a rank, position, or grade, shall not be subject to the impartial arbitration provisions of the Grievance Procedure (resolution of disputes). All other steps of the

Grievance Procedure (resolution of disputes) may be followed should the employee decide to file a grievance. In the event of such a removal, the employee shall resume the position from which he was promoted. The employee displaced by this action shall return to the position from which he was promoted.

- C. DISPLACEMENT OR BUMPING OF PERSONNEL BY PROBATIONARY, DEMOTED, OR LAID-OFF EMPLOYEES: In the event of the removal of an employee from a regular or probationary position, the employee shall resume the position from which he was promoted. The employee displaced by this action shall return to the position from which he was promoted, and shall be reinstated to the promoted position without competitive examination if an opening occurs within four (4) years. The period of probation served prior to his displacement shall be credited to him upon reinstatement.

- D. OUT-OF-CLASS PAY  
In the absence of a Lieutenant the City shall have the right to appoint a Sergeant those duties. Should that Sergeant perform those duties in excess of 30 calendar days, they will receive future compensation at the rate of a Lieutenant for those days in excess of 30. Should a shift rotation occur and another Sergeant be required to perform the duties of the Lieutenant that is absent, they will have to work another 30 days then qualify for the out-of-class compensation rate of the Lieutenant.

## **ARTICLE XV INSURANCES COVERAGES**

- A. MEDICAL AND HOSPITAL: Effective January 1, 2006, the City shall change medical coverage and provide each employee and his immediate family with Blue Cross/Blue Shield Community Blue Option I , with 80% mental health care coverage provided by the employer and unlimited preventive care. .

1. Office visits require a \$10 co-pay.

2. Coverage of the employee's family shall include the employee, his spouse and any eligible dependents. The recognized definition of "dependent" shall be that which is accepted by Blue Cross/Blue Shield for medical coverages.

3. Employees shall be eligible for such coverage after 30 days employment with the City, or as soon as allowed by Blue Cross/Blue Shield.

4. The City will also provide a Blue Cross/Blue Shield Prescription Rider in addition to the other coverage. Such rider will provide for five dollars \$15.00 deductible for each generic prescription and \$30.00 deductible for each specific prescription. Mail order prescription drug coverage is available in the form where a 90 day prescription may be filled with only 1 co-pay (deductible) by the employee.

5. Payments in lieu of health coverage for the Command Officers, active or retired, who opt not to utilize the City's Blue Cross/ Blue Shield coverage, prior to Medicare Coordination, will receive a monthly payment of \$200.00 for 2 person coverage and \$210.00 a month for family coverage received, payable monthly or on a yearly basis after twelve (12) months of participation. Employees eligible for this option must show proof of existing alternate medical coverage prior to participating in this provision. If that alternate coverage terminates for any reason, the City must be immediately notified and the employee shall then again receive the coverage provided by this agreement.

B. DENTAL COVERAGE: The City shall provide a Group Dental Insurance Program with benefits as follows:

<u>TYPE OF SERVICE</u>	<u>POLICY COVERAGE</u>
Class I Benefits	
Basic Dental Services	100%
Balance of Class I Benefits	90%
Class II Benefits	
Prosthodontic Dental Services	75%
\$1,000 Maximum per person per contract year of Class I & II's	

Class III Benefits

Orthodontics 50%  
\$1,000 Life Time Maximum per person

Dental coverage of the employee's family shall include the employee, his spouse and any eligible dependents. The recognized definition of "dependent" shall be that which is accepted by Blue Cross/Blue Shield

- C. OPTICAL COVERAGE: The City shall provide an 80/20 co-pay Group Optical Insurance Program. The City shall pay 70% of the cost and the employees shall pay 30% of the cost.
- D. CONTINUANCE OF INSURANCE POLICIES
1. The City shall continue to maintain Hospital, Medical, Surgical, Dental, Optical and Prescription Insurance coverage and benefits for an employee on duty disability leave and for his family under the Insurance Programs in force.
  2. The City shall continue to maintain Hospital, Medical and Surgical Insurance coverage for an employee and their dependents on non-duty disability leave.
  3. The City shall continue to maintain Hospital, Medical, Surgical, Dental, Optical and Prescription rider benefits for the widow and children (under 19 years) of an employee killed in the line of duty.
  4. Hospital, Medical, Surgical, Dental, Optical and Prescription rider coverage will be made available to all retirees, their spouse, and any eligible dependents, at the same level of coverage that was provided in the Blue Cross/Blue Shield, Community Blue PPO Option 1 at the time of their separation of employment with the City, with cost to be paid by the City. In the event the retiree moves to an area where the Blue Cross/Blue Shield Community Blue PPO Option 1 is not accepted, the City shall provide the "Traditional Plan" in lieu. Dental coverage will be made available to all retirees, their spouse, and any eligible dependents, at the same level of coverage that was provided at the time of their separation of employment with the City, with the cost to be paid by the City.

Spousal coverage is only for that individual that the retiree is married to at the time of their retirement. When a retiree and/or spouse become eligible for Medicare, they must participate in the Medicare program, and pay for all of its associated costs. The City will provide supplemental coverage to Medicare to the same level that was provided prior to Medicare participation. Any survivor receiving a pension who receives health coverage from their employer or through a new spouse, must participate in those health care programs as primary coverage and the City health care shall be supplemental, as long as they continue to receive a City pension.

The members of the Command Group hired by the City as of January 18, 1993, will be grandfathered into the current provisions, which allow for 100% paid Blue Cross after being vested; all other members shall have Blue Cross/ Blue Shield premiums paid by the City for retirees subject to the following schedule:

- at least 10 years but less than 15 years = 55%
- at least 15 years but less than 20 years = 75%
- at least 20 years but less than 25 years = 85%
- at least 25 years or more = 100%

Those employees hired after May 2, 2005 will be eligible for retiree medical coverage after 25 years of service.

5. In the event a retiree shall live in a State which does not provide identical benefits for the same premium, the City's obligation hereunder shall be discharged by the furnishing of the policy described in this Article, and the City shall not be obligated to supplement the policy by any other payments.

6. The City shall, in its sole discretion, be entitled to change the carriers for any of the insurance coverage provided herein, provided that the benefits are not diminished or reduced and that notice be furnished to the Association not less than 90 days prior to such change; the Association shall have the right to meet and confer with the City regarding the proposed change.

E. LIFE INSURANCE

1. The City shall provide term life insurance coverage with double indemnity for Accidental Death and Dismemberment for all employees as follows:

Public Safety Command Officers - \$40,000

2. During the term of this contract, Command Officers may, at their own expense, purchase additional life insurance benefits at the current City group rates if available. Said costs for the additional life insurance shall be borne entirely by the officers and shall be deducted from their normal pay.

3. A \$3,000 life insurance policy shall be provided to all retirees, with such costs to be borne by the City.

## **ARTICLE XVI DISABILITY LEAVE**

### **A. DUTY DISABILITY**

1. Effective September 21, 1994, when any employee is disabled in the performance of their duties as a public safety command officer and the employee's injury or illness is work compensable, as defined by Michigan Workers' Compensation Act, such employee shall immediately report any illness or injury to their immediate supervisor who shall note same in writing and take first aid treatment as may be recommended, or waive such first aid, in writing. The employee shall receive full pay, wages and benefits for the duration of disability but not to exceed one (1) year. Any Worker's Compensation payments received by the employee shall be returned to the Employer. Such employee shall suffer no loss of sick time or benefits during this period.

2. After one year, if an employee is found to be totally and permanently incapacitated from full, unrestricted duty as a public safety command officer, the employee shall be placed on a duty disability retirement within the pension system. The process of medical determination of duty disability shall be that as defined in the pension system at May, 1994. Any employee receiving a duty disability retirement shall be paid at least sixty-six and two-thirds (66-2/3) of their base pay at the time of retirement, whichever is greater. An employee shall remain on duty disability retirement until they reach what would have been

normal age necessary for regular, unreduced retirement. At such time the officer's benefit shall be recalculated based on final average compensation at the time of disability retirement utilizing years of service plus years the employee has been on duty disability retirement. There shall be no offsets of any kind to duty disability retirement benefits.

3. If an employee is killed in the line of duty, the employee's spouse shall receive an amount equal to duty disability benefit payments as described above.

4. During the time that an employee is on duty disability retirement, the employee and his family shall be provided with the same insurance benefits, i.e. hospitalization and life insurance as though he were on normal duty.

5. An employee who is being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

6. The City has the right to reassign any duty-disabled employee to another shift, for up to the remainder of the shift period, if it is anticipated that the employee will be disabled in excess of 2 weeks.

B. NON-DUTY DISABILITY

1. The City will provide a non-duty disability insurance plan to provide accident and sickness benefits in the amount of sixty-six and two-thirds ( $66 \frac{2}{3}$ ) percent of the base pay for the employee.

2. Such benefits are to be paid according to the terms and conditions of the insurance plan to those employees eligible, who incur an illness, injury or who are disabled other than in the course of their employment.

3. Such program shall provide for a twenty-eight (28) working day waiting period prior to the commencement of benefits. If the employee is off duty for one (1) year or longer, the City shall restore 14 days of time credits which may have

been used during the waiting period. The employee will not receive earned credit for Sick time or Vacation time accrual while receiving a non-duty disability benefit past the 28-day waiting period.

4. After one year, if an employee is found to be totally and permanently incapacitated from full, unrestricted duty as a public safety command officer, the employee shall be placed on a non-duty disability retirement within the pension system.

5. The coordinated non-duty disability retirement and non-duty disability insurance benefits shall not exceed forty five hundred dollars (\$4,500) per month.

C. SUBROGATION

1. Where the injury or occupational disease for which compensation is payable under the provision of the contract was caused under circumstances creating a legal liability in some person other than a neutral person in the same employee of the Employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but such injured employee or his dependents or their personal representative may also proceed to enforce the liability of such third party for damages in accordance with the provisions of this section. If the injured employee or his dependents or personal representative does not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its Worker's Compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person.

2. Not less than thirty (30) days before the commencement of suit by any party under this section, such party shall notify, by registered mail at their last known address, the injured employee or, in the event of his death, his known dependents or personal representative or his known next of kin and his Employer. Any party in interest shall have a right to join in said suit.

3. Prior to the entry of judgment, either the Employer or their insurance carrier or the employee or his personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.

4. In the event the injured employee or his dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

5. In an action to enforce the liability of a third party, the plaintiff may recover any amount, which the employee or his dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or his dependents or his personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

6. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

**ARTICLE XVII**  
**PENSIONS**

1. Except as specifically modified in this Contract, the provisions of the Charter of the City of Oak Park dealing with the Employee's Retirement System and the ordinances promulgated pursuant thereto remain in full force and effect.
  
2. For the purpose of this Article, all Participating members of the bargaining unit shall be non-covered members of the Oak Park Employee's Retirement System, defined as members who are not covered under the Federal Social Security Old-Age and Survivors' Insurance Program on account of City employment and includes employees hired after April 1, 1986 who contribute to Medicare.
  
3. Provision shall be made for the compulsory retirement of any non-covered member at age 60 years or over, subject to applicable Federal law. In time of national emergency, the Council may increase either or both the voluntary retirement age and the compulsory retirement age for any class or classes of members.
  
4. The City shall cause to be paid to the said Employee's Retirement System, all sums determined by the City's system actuary necessary to fund the Employee's Retirement System, together with the Participant's contribution, at the proper level to provide that each non-covered Participant bargaining unit member's pension would be equal to 2.8% of the Final Average Compensation times the number of years of credited service upon attainment of retirement age. The members of this bargaining unit shall contribute 5.55% of their compensation towards the funding of the Employee's Retirement System.
  
5. In no event shall a pension exceed 70% of Final Average Compensation. Final Average Compensation shall not include more than the value of 1200 hours of any accumulated leave time for members hired by the City prior to July 1, 1984. For persons hired by the City on or after July 1, 1984, not more than the value of 650 hours of any accumulated leave will be added into the Final Average Compensation. If any bargaining unit member has more accumulated leave time,

it shall be paid in accordance with current procedures but shall not be folded into the Final Average Compensation.

6. All members of the bargaining unit employed on and after July 1, 2000, shall be eligible to receive an allowance that will increase their annual retirement pension by 2.5% on each 5-year anniversary of their retirement. The increase will be effective in the anniversary month of retirement and shall be cumulative and applied to the annual pension paid in the year immediately prior to each five-year anniversary.

7. In the event that the members of the Oak Park Public Safety Officers Association (POAM) (OPPOA) receive any improved or additional pension benefit, in excess of the foregoing, as determined by the Command Officers Association, such improved or additional benefit shall be granted by the City to the Association under the same conditions or circumstances as received by OPPOA.

8. Employees with a minimum of 5 years of service with the City of Oak Park are eligible to purchase prior municipal time and prior U.S. Military time under the following conditions:

A. Municipal time:

1. The cost for each year of service will be calculated taking the earning from the municipality you worked for, in the year you are buying back, multiply those earnings by the current employee contribution rate and add on compounded interest at the current net yield of the fund. The years bought will be the most recent prior municipal employment.
2. Municipal time is defined as service with a U.S. City, Township, County, Village, Road Commission, Drain Commission or Court System. It will also include public employment where the employee was a certified police officer.
3. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than 1 year in each purchase (with the last purchase being less than 1 year), or they may utilize payroll deduction

with an amount to be deducted each pay period for the time to be purchased.

- a. On a request to purchase prior municipal time, either the prior earnings or current base annual salary, if not military service, will be multiplied by the current contribution rate and compound interest on retirement system net yield added. If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.
4. There cannot be duplicate pension service credit for any year in both Oak Park and the municipality whose prior municipal time is purchased.
5. There is a maximum buy-back of 5 years of prior municipal service. The buy-back must begin within 3 years of eligibility and the payment be spread over a period no longer than the amount of time purchased.

B. Military Time:

1. The maximum buy-back is 5 years and may be accomplished in the same manner as the municipal buy-back, using the calculation of the current employee contribution rate, times the annual salary, times the number of years/months of prior service.
2. Honorable discharge is required with a copy of the employee's DD-214 as verification of service. Receipt or eligibility for a military retirement bars a buy-back of military service.

The pension system actuaries shall determine the cost of the buyback and the employee shall pay 50% of the cost of this calculation, upon receipt of the report from the actuaries.

Employees are limited to purchasing a combined municipal and military buy-back of 5 years.

If income information from municipal time or military time is unavailable, then the current annual salary for the employee times the current pension contribution rate shall be used to determine the buy-back cost for 1 year of prior municipal time.

This purchase of prior municipal or military time will be recognized for years of credited service towards eligibility for retiree health coverage or amount of City payment therefore.

Any buy-back must be for full-time military duty or full-time municipal employment.

The effective date of this agreement, all new hired Public Safety Officers have the option upon hiring, to be members of the defined benefit program provided by the Oak Park Employee's Retirement System, or participate in a defined contribution program.

The City will contribute 7.5% of base compensation to the defined contribution program (based upon an 84 hour workweek) and match up to an additional 3% of base compensation contributed by the employee. Employees are 100% vested after 1 year of employment. Current employees could decide to convert from their defined benefit pension to the defined contribution program by July 1, 2006. Any conversion will be actuarially computed to an equivalent value and cause no financial harm to the Retirement System. Employees will pay the cost for this calculation.

## **ARTICLE XVIII** **MISCELLANEOUS PROVISIONS**

- A. Weapons: The City will provide a gun maintenance program to consist of periodic reconditioning of all weapons by a certified technician. It is the intent of this paragraph that all guns be periodically inspected to assure that they are in proper working order, and that they be periodically reconditioned and maintained

to keep them in proper working order. The City will provide shotgun racks in each patrol car and will provide shotguns with appropriate ammunition for each gun rack. Gun racks shall be of such a type that only authorized personnel shall be capable of operating the rack to release the shotgun. Each employee occupying a patrol car shall be responsible for the maintenance of the gun rack in operating condition, and maintain the rack in a locked position, except when the shotgun must actually be used. Each employee shall further be charged with the responsibility of keeping gun and gun barrel free from debris and obstruction. The use of shotguns, their maintenance and deployment shall be subject to orders to be promulgated by the Director of Public Safety or his designate.

- B. Request for Leave Time other than Vacation: Request for leave time off will be considered in the order received by each division. Employees shall be given equal status regarding time off requests as are all other members of the Public Safety Department.
  
- C. Vehicle Fluids Check: Each Public Safety officer regardless of position, shall be responsible for the operating condition and proper equipment of the vehicle assigned to them in accordance with the following provisions: All Public Safety personnel shall be responsible for having the oil, water and transmission fluid levels in their vehicles checked and maintained by the Department of Public Works personnel assigned to this function. The location and procedure by which these fluids will be checked shall be established by the Department of Public Works. Public Safety personnel shall be responsible for the inventory and maintenance of all Public Safety and other equipment on vehicles. Only the aforementioned fluid checks are the responsibility of the Department of Public Works. In inclement weather, vehicles not assigned to Operations Division shall also be checked by Operations Division over the weekend or during periods of non-use due to vacations, etc., to ensure they are capable of starting. Any vehicle requiring normal Department of Public Works garage service will be handled in the same manner as is currently done.
  
- D. Residency: Employees of this bargaining unit shall not be subject to any residency requirements.

- E. Jury Duty: Command Officers called for jury duty shall receive their regular pay for those workdays during which they serve jury duty. All fees paid for jury duty to an officer must be turned into the City. An officer scheduled to work a midnight shift before being required to appear for jury duty would be excused from that shift, but would be paid, and his jury fee turned into the City.
  
- F. Tuition Reimbursement: The City shall provide a tuition reimbursement program as outlined in City Policy and Procedure Memo #3.000.14 .
  
- G. Employee Pregnancy: The parties hereto recognize that pregnancy is not, of and by itself, a sickness, illness or disability. However, the parties also recognize that a pregnancy can result in physical conditions, which would impair the ability of an officer to perform her duties, and that pregnancy related illness or sickness may result in some form of disability. The parties also recognize that so called maternity leaves or child care leaves, beyond that period of time when an employee is disabled from performing her job duties, will disrupt the operations of the department.

Recognizing these facts, the parties agree as follows:

1. When an employee learns she is pregnant, she shall immediately notify the City and provide the expected date of delivery, attending physician, and provide periodic medical reports to the City from her attending physician, certifying her ability to perform her job duties.
  
2. Pregnancy related illness or sickness shall be treated the same as any other non-duty related sickness or illness under the terms and conditions of this Agreement.
  
3. An employee shall report back to work after delivery of her child as soon as her physician certifies that she is physically able to perform her job duties. Failure to so report for work shall constitute just cause for termination of employment.
  
4. An officer may use available sick leave, vacation days or other accumulated leave time for maternity related disability needs.

5. In the event an officer seeks a disability leave for maternity related reasons, such leave shall be treated in the same manner as a normal, non-duty disability leave.

6. During the above described leave period, all medical and hospitalization insurance shall be continued in the same manner as any other non-duty disability leave.

7. The provisions of this Article are subject to the exceptions set forth in City policy number 3.000.16 pursuant to the Federal Family and Medical Leave Act of 1993.

H. Health and Safety : The City shall continue to make reasonable provisions for the safety and health of all its employees during the hours of employment. The Association and the City agree that they will cooperate in encouraging employees to observe safety and health regulations and to work in a safe manner at all times.

I. The City will provide travel and training reimbursements in accordance with City Policy 2.000.4

#### TERMINATION

Section 1. This Agreement shall be effective July 1, 2005, and shall remain in force and effect to and including June 30, 2008.

Section 2. Any party desiring to amend or modify this Agreement shall do so by serving notice upon the other not more than ninety (90) calendar days or less than sixty (60) calendar days prior to the termination of this Agreement.

Section 3. - The parties agree that, upon timely notice, commencing not later than May 1, **2008**, they will undertake negotiations for a new agreement for a succeeding period.

Section 4. - In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

IN WITNESS WHEREOF, the Union has executed this Agreement by their duly authorized representatives this 5th day of December, 2005.

**THE POLICE OFFICERS LABOR COUNCIL, OAK PARK PUBLIC SAFETY  
COMMAND OFFICERS ASSOCIATION**

\_\_\_\_\_  
James Rourke  
President

\_\_\_\_\_  
Mike Pinkerton  
Vice President

\_\_\_\_\_  
Mike Pousak  
Secretary/Treasurer

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John Viviano  
Business Representative

IN WITNESS WHEREOF, the City has executed this Agreement by their duly authorized representatives this 5th day of December, 2005.

**CITY OF OAK PARK, MICHIGAN, a Municipal corporation**

\_\_\_\_\_  
**Gerald Naftaly**  
**Mayor**

\_\_\_\_\_  
**Sandra Gadd**  
**City Clerk**