MASTER AGREEMENT

between

CITY OF OAK PARK

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

PUBLIC SAFETY OFFICERS

July 1, 2021 through June 30, 2024

TABLE OF CONTENTS

AGREEMENT		3
PURPOSE & INTENT		3
ARTICLE 1	RECOGNITION	3
ARTICLE 2	DEFINITIONS	3-4
ARTICLE 3	SENIORITY	4
ARTICLE 4	DUES DEDUCTION	4-5
ARTICLE 5	MANAGEMENT RIGHTS	5-6
ARTICLE 6	AUXILIARY FIREFIGHTERS	6
ARTICLE 7	ASSOCIATION ACTIVITIES	6-7
ARTICLE 8	HOURS OF WORK	7-8
ARTICLE 9	WAGES	8
ARTICLE 10	OVERTIME	8-10
ARTICLE 11	STAND-BY ALERT PAY	10-11
ARTICLE 12	HOLIDAY LEAVE	11-12
ARTICLE 13	PERSONAL LEAVE	12
ARTICLE 14	VACATION LEAVE	12-14
ARTICLE 15	SICK LEAVE & UNSCHEDULED ABSENCES	14-15
ARTICLE 16	EMERGENCY & BEREAVEMENT LEAVE	15-16
ARTICLE 17	DISABILITY LEAVE	16-17
ARTICLE 18	UNIFORM & CLEANING ALLOWANCE	17
ARTICLE 19	LONGEVITY PAY ("53-WEEK PAY")	17-18
ARTICLE 20	COURT TIME	18
ARTICLE 21	PROMOTIONS & ASSIGNMENTS	18-20
ARTICLE 22	PERFORMANCE EVALUATION	20
ARTICLE 23	PROBATIONARY PERIOD	20-21
ARTICLE 24	OFF-DUTY HAZARD PAY	21
ARTICLE 25	INSURANCE BENEFITS	21-23
ARTICLE 26	RETIREMENT & RETIREE INSURANCE	23-28
ARTICLE 27	GRIEVANCE PROCEDURE	28-33
ARTICLE 28	HEALTH & SAFETY	33
ARTICLE 29	STRIKES & LOCKOUTS	33
ARTICLE 30	LAYOFFS	33-34
ARTICLE 31	WEAPONS	34
ARTICLE 32	REQUEST FOR LEAVE TIME OTHER THAN VACATION	34
ARTICLE 33	MAINTENANCE FUNCTIONS	34-35
ARTICLE 34	RESIDENCY	35
ARTICLE 35	EMPLOYEE PREGNANCY	35
ARTICLE 36	JURY DUTY	36
ARTICLE 37	TUITION REIMBURSEMENT	36
ARTICLE 38	ANIMAL CONTROL DUTY	36
ARTICLE 39	LEGISLATIVE	36-37
ARTICLE 40	TERMINATION & MODIFICATION	37
APPENDIX A	HEALTHCARE BENEFITS-AT-A-GLANCE	
APPENDIX B	DENTAL BENEFITS-AT-A-GLANCE	
APPENDIX C	VISION COVERAGE BENEFITS-AT-A-GLANCE	

AGREEMENT

This Agreement, entered into this July 1, 2021, by and between the City of Oak Park, a municipal corporation, hereinafter referred to as the "City," and the Oak Park Police Officers Association, Police Officers Association of Michigan, hereinafter referred to as the "Association."

PURPOSE & 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 requires 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 1
RECOGNITION

1.1 The City hereby recognizes the Association as the sole and exclusive bargaining representative for all sworn officers of the Oak Park Public Safety Department, excluding all command officers and 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. This shall hold in all cases except for probationary employees who shall have no recourse for any matters involving discipline or discharge during the probationary period.

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

ARTICLE 2
DEFINITIONS

2.1 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.

2.2 The term Director when used hereinafter shall include his or her authorized designee.

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

2.4 Benefit Year: Consecutive twelve month period of time from April 1st of one year through and including March 31st of the immediately following year.

2.5 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 Operations Division and do not receive a holiday bank of time because they have holidays regularly scheduled off.

2.6 Day: For the purposes of crediting vacation, sick and holiday time banks, a day shall be defined as 8 hours. Time used for these purposes shall be on an hour for hour basis.

2.7 Retirement: The term "retirement" in various articles regarding payouts at the time of retirement shall mean that members in the Defined Contribution Program shall be eligible to receive payment at separation, upon achieving retirement eligibility as outlined for employees in the Defined Benefit Program.

ARTICLE 3
SENIORITY

3.1 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 Department of Public Safety. A military leave of absence or an approved leave of absence shall not be considered a break in continuous employment.

ARTICLE 4
DUES DEDUCTION

4.1 A bargaining unit employee may sign an authorization for deduction of dues/fees for membership in the Union. The authorization for deduction of dues/fees may be revoked by the bargaining unit member upon written notice to the Employer, with copy to the Union.

The amount of dues/fees shall be designated by written notice from the Union to the Employer. If there is a change in the amount of dues/fees, such change shall become effective the month following transmittal of the written notice to the Employer. The Employer shall deduct the dues/fees once each month from the pay of the employees that have authorized such deductions.

Deduction of dues/fees shall be remitted to the Union. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

If an authorized deduction for an employee is not made, the Employer shall make the deduction from the employee's next pay after the error has been called to the Employer's attention by the employee or Union.

The Union will protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken by the Employer for the purpose of complying with this article of the agreement.

Unless otherwise provided in this article, all matters, pertaining to a bargaining unit employee establishing or reestablishing membership in the Union, including requirements established by the Union for providing paid services to non-union bargaining unit employees, if permissible shall be governed by the internal conditions mandated by the Union pursuant to its authority under section 10(2) of the Public Employment Relations Act.

ARTICLE 5
MANAGEMENT RIGHTS

5.1 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 authority 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 recognized as, but not limited to: all rights involving public policy, the rights 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 that are 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 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 (except as provided in Section 6.1).

5.2 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 seniority rules, grievance procedure and other express provisions of this Agreement.

5.3 It is 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 seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth. 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 or her prior position when such position is next filled.

5.4 The exercise of the City's powers, rights, and authorities, the adoption of policies, rules and regulations and practices, and the use of judgment and discretion by the City 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 6
AUXILIARY FIREFIGHTERS

6.1 During the term of this Agreement, the City will not initiate or utilize any auxiliary firefighters.

ARTICLE 7
ASSOCIATION ACTIVITIES

7.1 Bulletin Boards. The City agrees to furnish a bulletin board of reasonable size for the use of the Association, which bulletin board shall be available 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. The bulletin board shall be locked and covered with glass. The bulletin board will be used for official Union business as deemed appropriate by the Union but may not be used in any derogatory or demeaning manner towards the City.

7.2 Meetings of the Association may be conducted at the Public Safety Department as long 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.

7.3 The City shall provide an adequate office space similar to other departments at the City.

7.4 A. Release Time. The City will release not more than three (3) Association members to attend negotiating sessions relating to wages, hours and conditions of employment, including formal 312 proceedings. The City will release one (1) Association member to attend scheduled grievance proceedings (but not investigations), as set forth in the steps of the "Resolution of Disputes" Article of this contract. Release officers must obtain permission from their supervisor to leave duty station for such activity. Approval shall not be withheld except in case of emergency need.

B. Compensation for Union Activities. The City will pay up to two hundred and fifty-two (252) hours, at straight time, at the current rate of the member involved, for those members of the Association released to attend to covered Labor Relations proceedings. Released officers

may also choose to be paid out of their compensatory time, holiday time, vacation time or personal leave time banks. Employees may also choose not to be paid. Any of these hours may be used to allow up to 2 executive board members to attend the annual POAM conference. Those attending the conference will not be counted as part of the two allowed off the shift per Article 8.1 (G).

ARTICLE 8
HOURS OF WORK

8.1 The following work schedule shall be in effect for the term of this agreement, however, it cannot be modified unless mutually agreed to by both the Employer and the Union, or as a result of bargaining on a subsequent contract to this agreement, or so ordered by a 312 arbitrator.

A. Probationary employees shall not be allowed to select shifts. The Director, or his or her designee, shall assign probationary employees to shifts until the completion of their probationary period. After such assignment other employees may select the positions remaining on shifts by seniority. The City will assign probationary employees as equally as possible among shifts, however, the Employer reserves the right to reassign probationary employees at any time, with one weeks notice to the employee should unforeseen circumstances cause a reduction on any shift.

B. Officers will be allowed to select permanent shifts by seniority (date of hire as PSO) every shift cycle.

C. There will be 4 shift cycles per year ending with even numbered weeks, posted for sign up, coordinated with the annual vacation selection.

D. There will be 4 platoons working 12 hour shifts from 7am to 7pm and 7pm to 7am.

E. Those assigned to the 12 hour schedule shall work or be off on approved leave for 84 hours during a 2 week workweek. Those employees assigned to Investigative and Administrative Divisions will also be scheduled to work 84 hours during the 2 week workweek. These hours will be paid at straight time wage rates.

F. On the 12 hour shift, there will be allowed a minimum guarantee of 2 persons allowed time off per platoon using any time accounts. Provided, however 12 hour advance notice must be given.

If the request is made with less than 12 hour notice, the request shall be granted if:

1. Does not cause overtime
2. Does not cause standby/standby
3. Does not cause a commander to assume a patrol district.

G. Work cycle on the 12 hour shift (2 week period)

H.

M T W Th F S S	M T W Th F S S
x x w w x xx	w wx x w w w

x = Day off
w = Work day

ARTICLE 9
WAGES

9.1 The detective pay rates shall be 8% higher than a PSO I maximum for each time period listed.

Public Safety Officers shall be paid on the basis of working 2,184 hours a year during the life of this Agreement.

Start	70% of PSO I maximum base salary as computed at the date of employment
After Six Months	72.5% of the current PSO I maximum base salary
After 12 Months	75% of the current PSO I maximum base salary
After 18 Months	83% of the current PSO I maximum base salary
After 24 Months	85.5% of the current PSO I maximum base salary
After 30 Months	88% of the current PSO I maximum base salary
After 36 Months	95% of the current PSO I maximum base salary
After 42 Months	97.5% of the current PSO I maximum base salary
After 48 Months	100% of the current PSO I maximum base salary

The Employer shall have the right to hire new employees at any step up to the 36-month level.

Effective July 1, 2021 through June 30, 2022 – 2.5% increase
Effective July 1, 2022 through June 30, 2023 – 2.5% increase
Effective July 1, 2023 through June 30, 2024 – 2% increase

A one-time hazard payment of $2,500.00, to be paid by June 30, 2021.

ARTICLE 10
OVERTIME

10.1 The payment for extra duty performed (overtime, at the rate of time and one-half) shall be made only in accordance with the following provisions:

A. Operations Division

1. Overtime (or compensatory time) shall be paid in quarter hour increments with payment being made for each quarter when working over the normal scheduled time beginning immediately following the end of the shift. Example: Officer works five minutes over normal shift, officer would receive fifteen minutes in overtime pay, etc. (No compensatory time for more than one hour.)

    a. When an officer is called back for duty with a notice of two hours or more, he will be paid at a rate of one and one half times his or her current rate for a minimum of two hours. In a situation of this nature, he will not be credited with compensatory time, regardless of compensatory time balance.

    b. An officer who is held over because of shift shortage shall be compensated for such hold-over time at a rate of one and one-half times his or her prevailing rate of pay.

2. When an officer is called back to duty with a notice less than two hours before reporting, he will be at the rate of twice the officers' current rate, for a minimum of two hours. No compensatory time will be given for call-back pay.

3. When an officer is assigned a probationary employee in the Field Training program, they will receive 1 hour compensatory time for each day they lead this officer

B. Investigations Division

1. Overtime will be paid at one and one-half the officer's current rate for all extra duty, except when ordered to attend training schools.

    a. For the first hour of overtime, any individual held overtime at the end of the regular shift or regular working hours for more than 15 minutes, shall receive overtime in 15 minute increments at the rate of time and one-half.

    b. When an officer is called back for duty, with a notice of two hours or more, he will be paid at a rate of one and one half times his or her current rate for a minimum of two hours.

    c. When an officer is called back to duty with notice of less than two hours before reporting, he will be paid at the rate of twice the officers' current rate for a minimum of two hours.

    d. All overtime shall be equally distributed among those employees who are normally assigned to the functions which are being performed on overtime. Exceptions may be made whenever, in the opinion of the division commander, a particular person is needed to perform a particular assignment regardless of overtime balance. Such decisions shall be subject to the review of the Director of Public Safety, and his or her judgment in such matters shall be final.

e. Officers assigned permanently to the Investigations Division may accrue compensatory time at the rate of one and one-half (1 -1 /2) to a maximum of two hundred forty (240) hours. All accruals of compensatory time shall be subject to the provisions of the Federal or State law whenever the City is compelled by such law to implement minimum wage, hours, and/or overtime regulations.

C. Administrative Division

1. Personnel assigned to the Administrative Division will be paid overtime in the same method as Operations Division personnel when said personnel are called back or when specifically authorized in advance by the Director of Public Safety.

D. The City will provide equitable distribution of overtime in all divisions, including the criminal investigation division.

E. Total compensatory time earned by members in all divisions including criminal investigations may not accumulate over two hundred forty (240) hours which is also the most that can be part of the maximum number of hours includable in Final Average Compensation. An employee will be paid for compensatory time accrued or earned in excess of this maximum the first payday following the end of the quarter.

F. Overtime for training, subject to the provisions of the FLSA, shall be paid at a straight time rate. The employee shall receive compensatory time except when prohibited by FLSA or this agreement. 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.

Each officer, upon arriving for training at the scheduled time, and remaining for the duration of the training, shall be paid compensatory time. Officers receiving this compensatory time will be paid at time and a half (1 ½ hours), for the hours they are in attendance at the training.

Training on a scheduled leave day will be paid out a minimum of four hours, as long as the officer arrives at the schedule time, and remains there for the duration of the training.

Officers appearing for offsite Range Training or CREST Training shall receive an additional 1 hour of compensatory time at starting time for travel. This shall not include MCOLES firearm qualifications.

ARTICLE 11
STAND-BY ALERT PAY

11.1 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 officer's normal hourly rate for each hour on alert.

11.2 The procedures for instituting stand-by alert shall be as follows:

A. The Director, Deputy Director or Fire Marshal or I.B. Commander shall determine the need and number of officers to be available for response to the station.

B. The commanding officer or his or her 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.

ARTICLE 12
HOLIDAY LEAVE

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

New Year's Day	Labor Day	Christmas Day
Good Friday	Thanksgiving Day	New Year's Eve
Memorial Day	Day after Thanksgiving	Dr. Martin Luther King Jr.'s Birthday
Independence Day	Christmas Eve	Two Floating Holidays

12.2 On January 1st of each year, the City will advance to all employees in the Operations Division, thirteen (13) days. Eligible Operations employees shall receive eight (8) hours for each of the thirteen (13) days listed above, into a Holiday Leave Bank to be taken by December 31st of each year.

12.3 On January 1st of each year, Administrative and Investigations employees shall receive sixteen (16) hours of holiday leave for the two (2) Floating Holidays referenced above. Administrative and Investigations employees shall receive eight (8) hours of holiday leave pay for each holiday listed above, throughout the calendar year. Administrative and Investigations employees, whenever any of the holidays listed shall fall on a Sunday, the succeeding Monday shall be observed as the holiday unless regularly schedule to work on Sunday. Whenever the holiday falls on a Saturday, the preceding Friday shall be deemed to be observed as the holiday.

12.4 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.

12.5 Upon separation of service (voluntary or involuntary), or retirement, employees shall be bought out of their holiday leave on a prorated basis, except the two floating holidays, which will be

paid out. The proration of holiday leave will be determined by the number of holidays that have passed up to the employee's termination date.

ARTICLE 13
PERSONAL LEAVE

13.1 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.

13.2 PSO I: Shall be provided twelve (12) hours of Guaranteed Personal Leave and thirty-six (36) Hours of Personal Leave per year. Any personal time granted must be used by March 31st of the following year for which it was earned.

PSO II: Shall be provided sixteen (16) hours of Guaranteed Personal Leave and thirty-two (32) hours of Personal Leave Time each year. Any personal time granted must be used by March 31st of the following year for which it was earned. In order to use such personal leave days, an officer must give reasonable advanced notice to the Director of Public Safety or his or her representative and obtain prior consent, except in the case of an emergency not qualifying for emergency leave under Article 16 (Emergency and Bereavement Leave) of this Agreement.

13.3 At the time of separation from service (voluntary or involuntary), any remaining personal leave will not be bought out.

Upon retirement, remaining personal leave banks will be bought out.

ARTICLE 14
VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

14.1 In no case will vacation time be granted until an employee has been employed at least six (6) months.

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

14.3 Vacation Accrual:

0 to 60 months - 88 hours
61 to 120 months - 128 hours
121 to 180 months - 168 hours
181 months and over -1 day more per 12 months of service up to a maximum of 208 hours

14.4 In addition to the regular vacation benefits provided in Section 14.3, 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 of service.

14.5 Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten (10) work days. The time lost by an employee by reason of any absence without pay shall not be considered in computing earned credit for vacation leave.

14.6 Employees shall be permitted to carry forty (40) hours of accumulated vacation into the following year, at the end of the Benefit Year. Due to unforeseen circumstances, the City Manager may grant a carryover of additional time, into the next Benefit Year. 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.

14.7 Vacation Schedules Between February and March employees must make a preference choice for one 10-day block (12 hour shift is a two week block) from April 1st through March 31st, of each calendar year. After the first pick (preference), employees may select a 5-day block (12 hour shift is a one week block). The selection will be made by seniority, with the employer allowing at least two persons off per Platoon. After the second pick, officers may put in for time off on a first come, first serve basis for any available time subject to the manpower needs of the department. The request for time off can be made no sooner than 60 calendar days in advance of the time to be taken off.

14.8 Employees shall be entitled to vacation payout in any of the following instances:

A. Any regular employee, who gives proper notice (five working days) regarding termination of his or her employment with the City, shall be entitled to his or her regular pay for any unused portion of vacation time, as of date of separation.

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

C. Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service, shall be allowed his or her accrued vacation time, paid to him or her at the time he leaves the City to enter the Military.

D. Upon retirement, employees shall be bought out of all vacation leave in their vacation bank, as well accrued vacation leave during the Benefit Year.

14.9 Employees shall not be entitled to the payout of accrued vacation leave if any of the following applies:

A. If an employee separates himself from, the City by reason of absence without being on an approved leave.

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

C. If a probationary employee separates service before completing six (6) months of service.

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

ARTICLE 15
SICK LEAVE & UNSCHEDULED ABSENCES

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

15.2 The amount of sick leave shall not exceed one (1) day per month (8 hours) nor twelve (12) days (96 hours) 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, employee may opt to be paid off 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.

Sick leave shall be computed from the first full working day of the employee. However, no employee shall be able to use sick leave, until they have completed six (6) months of service, at which time he shall be credited with the number of hours he will have earned during the six months of service. Except for job-incurred disabilities, an employee with less than six months of service who is absent because of illness shall be without pay.

15.3 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 or her absence on such leave. Should a change in the workweek occur, accumulated sick leave shall be credited on the basis of the new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new workweek schedule.

15.4 A certification of illness or injury from a licensed physician may be required by the Human Resources Department, 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 the documentation is incomplete, or unsatisfactory, the City may designate a physician to make an examination at the City's cost or expense.

The 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 deemed "unexcused" and the cost of the physician designated by the City shall be paid for by the employee. Any findings of abuse of sick leave or falsification of illness or disability shall be grounds for disciplinary action, up to and including discharge.

15.5 Sick leave 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.

15.6 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 no later than 30 minutes before the starting time of his or her particular shift on the first day of his or her absence, and daily thereafter if not hospitalized, or sick leave will be deemed "unexcused."

15.7 If the employee chooses, after all accrued sick leave is used, vacation leave and other leave time may be used, and payment made to the extent of such leave accrued.

15.8 When an employee receives his or her last check for sickness or disability, he or she will be placed on leave without pay for a period not to exceed one year or his or her seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work, his or her employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.

15.9 Employees shall accrue sick leave at eight (8) hours for each month worked, for every month in which they work, or receive compensation for ten (10) work days or 80 hours. Time lost by an employee by reason of any absence without pay, shall not be considered in computing earned credits for sick leave.

15.10 Employees shall receive credit for eight hours of bonus time if, during the Benefit 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 out.

15.11 Employees will be bought out of fifty percent (50%) of their accumulated sick leave upon retirement only, or death in the line of duty.

15.12 Sick leave days that are taken, shall not count towards accumulation of sick leave credit. Therefore, if an employee does not have at least ten (10) working days, or vacation, personal, compensatory, or holiday leave days in the month, sick time will not be accrued.

ARTICLE 16
EMERGENCY & BEREAVEMENT LEAVE

16.1 Emergency Leave. In the case of serious illness in an employee's 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.

16.2 Bereavement Leave. In the case of a death in an employee's 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.

16.3 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.

16.4 "Immediate family" shall be defined to include the following:

Husband	Parent-in-law
Wife	Grandparent
Child	Spouse's Grandparent
Brother	Brother-in-law
Sister	Sister-in-law
Parent	Grandchildren
Step-Parent	Step-Child

16.5 A day under this provision is defined as scheduled hours of work.

ARTICLE 17
DISABILITY LEAVE

17.1 Duty Disability. When any employee is disabled in the performance of his or her duties as a public safety 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 his or her 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 Employer. Such employee shall suffer no loss of sick time or benefits during this period.

After one year, if an employee is found to be totally and permanently incapacitated from full, unrestricted duty as a public safety officer, the employee shall apply for a duty disability retirement within the pension system. The process of medical determination of a duty disability retirement, shall be that as defined in the pension system May of 1994. Any employee receiving a duty disability retirement shall be paid at least sixty-six and two thirds (66-2/3) of his or her base pay at the time of retirement, or an amount calculated as regular retirement, whichever is greater. An employee shall remain on duty disability retirement until he reaches 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.

If an employee is killed in the line of duty, the employee's spouse shall receive an amount equal to a duty disability pension.

In the event an active employee disputes workers' compensation benefits, and prevails, during which time they use their own sick time, they shall be eligible to receive a credit for the used sick time.

17.2 Non-Duty Disability When an employee is disabled outside of the performance of his or her job duties, an employee must report the illness or injury to the Human Resources Department, and their immediate supervisor. Regarding compensation, the City shall provide a Short-Term Disability policy for employees, as outlined in Article 25.8, Short-Term Disability.

ARTICLE 18
UNIFORM & CLEANING ALLOWANCE

18.1 There will be an annual uniform allowance of eight-hundred seventy dollars ($870.00), with four-hundred dollars ($400.00) to be paid on a separate payroll check, using the employee's elected method of payroll, as soon as possible, in July of each year.

18.2 New employees employed as probationary PSO or PSO I shall be provided all uniform needs for the first year of their employment. After their one year anniversary, employees shall receive one-half of the uniform allowance. Upon satisfactory completion of the probationary period, the employee will be paid the second half of the uniform allowance. Thereafter, the employee shall receive the usual uniform allowance provided above.

18.3 A separate one hundred ($150.00) dollar uniform allowance will be provided to any employee who has been assigned, or promoted, to any position requiring a different uniform, or different clothing provided that such assignment is at least six (6) months in length.

18.4 Officers whose regular assignment requires civilian clothes, shall receive half of their uniform allowance in July and the other in January, each year.

18.5 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.

18.6 As four-hundred dollars ($400.00) of the Uniform Allowance is paid in advance, upon separation of service, the advanced portion shall be prorated on the employee's final paycheck.

ARTICLE 19
LONGEVITY PAY ("53-WEEK PAY")

19.1 All employees covered by this Agreement shall be subject to the "53-Week" pay program as follows: The City of Oak Park, not later than December 7 each year; shall issue special payroll checks to all employees to be paid by the employee's elected payroll method, based on continuous service with the City of Oak Park.

19.2 The formula to be used in the computation of such pay is as follows:

A. 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, with a cap of $450.00.

B. 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, with a cap of $850.00.

C. For employees with over fourteen (14) years service: 8% of base pay times number of months continuous service divided by 252 = amount of pay, with a cap of $1,700.00.

19.3 As this payment is in recognition of years of service, an employee must be on the City payroll on the day of payment. Upon separation of service, longevity pay will paid on a pro-rated basis in the employee's final paycheck.

19.4 Years of continuous service shall be computed on the November 1st preceding payment.

19.5 Percentage of annual base salary shall be computed as of the employee's annual base salary on the first day of November preceding payment.

ARTICLE 20
COURT TIME

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

20.2 Any employee who is scheduled for Court at a time other than his or her normally scheduled duty hours and is not give fourteen (14) hours' notice of cancellation by telephone or other means, shall be compensated at the same rate provided in section 20.1.

ARTICLE 21
PROMOTIONS & ASSIGNMENTS

21.1 A PSO I shall not be eligible to take an examination for promotion to any higher rank based on competitive examination, until they have completed their probationary period.

21.2 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.

21.3 Promotions to PSO II. All PSO II positions shall be appointed on non-competitive basis.

A. Future assignments to the position of detective shall be temporary, and the duration shall be determined by the Public Safety Director. Removal and/or reassignment shall be at the discretion of the Director and not subject to grievance.

1. The removal and reassignment provisions of this section shall not apply to those current, non-probationary detectives who may not be removed without cause. Further, at least five detectives shall be retained in the Department.

B. The pay of PSO I s assigned to the Investigative Division for six months or less as part of their in-service training shall be 106% of their then current pay commencing three (3) months after entry into such assignment. All other officers under the rank of sergeant shall be paid at the rate 100% of PSO II pay while assigned as detectives.

21.4 The pay of PSO I employees assigned to the Investigation Division on a temporary basis shall be 106% of their current pay commencing three (3) months after entry into such assignment. Such temporary assignment shall be non-competitive.

21.5 Promotions to Sergeant.

A. All PSO I's and PSO II's shall be eligible for promotion to Sergeant, subject to the provisions of Section 1 of this Article.

B. The promotion to the rank of Sergeant outside of this bargaining unit shall be from a member of this bargaining unit.

C. Promotions shall be made based on written competitive examination (25%), oral interview (25%), performance evaluations (50%). Must pass a written with a test score of 70% in order to move on. The candidates shall be ranked by the following:

i. Evaluation: 50%
ii. Written Test: 25%
iii. Oral: 25%

The oral portion will be before a panel of (2) Oak Park Lieutenants and (1) outside commander with a rank of Lieutenant or higher. Steps will be taken to ensure that the outside participant has no know relationship/knowledge of the prospective candidates. The oral portion will consist of scenario based discussions that may focus on any aspect of public safety that a supervisor/officer may experience.

1. Written Examination.

a. The written test will consist of 100 questions of law, local ordinances, general orders rules and regulations, fire and any other areas determined by the Office of the Director.

2. Performance Evaluations For the past two years, or for the period of employment if less than two years, shall be averaged to generate the performance evaluations score.

3. The Director shall have the authority to select from the number of candidates with the top scores which represents twice the number of positions open, provided that where there is only one opening he may select from the three top scores.

4. The Director shall maintain a promotion eligibility list based upon the results of the written competitive examination and the performance evaluations. Each eligible person on the list shall be ranked based upon the total score. The promotion eligibility list, once established, shall be good for a period of two years from the date of its creation.

5. In the event of a vacancy for which there is no eligibility list, the Director may fill the position with a temporary appointment which shall not continue for a longer period

than three months. Successive temporary appointments shall not be made to the same position under this provision.

21.6 Staff Aides and Civil Defense Coordinators Staff Aides and Civil Defense Coordinators shall be appointed on a noncompetitive basis from inside or outside the Department. If promoted from within the Department, their pay shall be increased by the difference between the top of their present scale and the top PSO II pay. The City may replace the two (2) sworn personnel currently serving in the capacity of PSO II Staff Aides with civilians. The assignment of sworn officers will be made at the discretion of the Director and the concurrence of the City Manager.

21.7 Non-Competitive Positions Sworn officers appointed to non-competitive positions shall not serve a probationary period. Removal and/or reassignment of detectives shall be at the discretion of the Director and not subject to grievance. Upon removal, any employee who was promoted from within the Department shall resume his or her previous rank and/or position.

21.8 Assignment of Staff Aides, Emergency Services Coordinator and Fire Inspector The current sworn officers occupying the positions Staff Aide, Fire Inspector, and Emergency Services Coordinator can be interchanged among their positions and in the future these positions shall also be filled on the basis of assignment.

21.9 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, 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.

21.10 PSOs who are certified evidence technician shall be provided with eight (8) hours of compensatory time annually.

21.11 PSOs who are Dispatch-certified shall be provided with eight (8) hours of compensatory time annually.

ARTICLE 22
PERFORMANCE EVALUATIONS

22.1 Each employee shall be evaluated at least twice per year, by his or 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 signed by the employee. 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 or 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.

ARTICLE 23
PROBATIONARY PERIOD

23.1 Probationary Period - New Employees The probationary period for new PSO I employees shall be fifteen (15) months from the completion of the Field Training Officer (FTO) program. The

maximum training and orientation period shall not be deemed to apply to former officers within the Department being rehired or officers being employed who have completed the State required training in other jurisdictions within a reasonable period prior to their employment.

23.2 Probation Period Upon Promotion Probationary periods for all other ranks which are filled by competitive process shall be twelve (12) months, subject to a six (6) month extension if deemed necessary by the Director. During the probationary period in any other rank or category, the employee shall be subject to 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. All other steps of the grievance procedure 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 shall return to the prior position from which he was promoted, and shall be reinstated to the promoted position without competitive exam if an opening occurs, subject to being evaluated by staff as to his or her skills and qualifications. The period of probation served prior to his or her displacement shall be credited to him or her upon reinstatement, and his or her pay shall be commensurate with his or her total time in that rank.

23.3 Displacement of Personnel by Non-probationary or Demoted Employees In the event of the removal of an employee from a permanent or non-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 or her displacement shall be credited to him or her upon reinstatement, and his or her pay shall be commensurate with his or her total time in that rank.

ARTICLE 24
OFF DUTY HAZARD PAY

24.1 In recognition of the fact that a peace officer may be required to take enforcement action both off and on duty, and to perform as a peace officer on and off duty in such a manner as not to bring discredit to the department, the City will pay $365.00 to each officer in recognition of the potential hazard to which he or she is exposed. $182.50 of said sum shall be paid on the first regular payday following after July 1st and $182.50 of said sum shall be paid on the first pay following after January 1st. Such hazard pay provisions shall not be deemed to apply to probationary officers while in the training and orientation period.

ARTICLE 25
INSURANCE BENEFITS

25.1 Health Insurance

A. Effective July 1, 2021, the City shall provide each employee and his/her eligible dependents with Blue Cross/Blue Shield Community Blue 4 Benefit Plan as outlined in Appendix A. For the duration of this Agreement, the City shall continue to enforce the Hard Cap under Public Act (PA) 152. For the duration of this Agreement, if the current

Community Blue 4 Benefit Plan exceeds the Hard Cap, the Union agrees to switch to Simply Blue 500 Plan on the following January 1st.

B. Coverage of the employee's family shall include the employee, their spouse and any eligible dependents. The recognized definition of "dependent" shall be the current accepted classification by Blue Cross/Blue Shield for medical coverage.

C. Employees shall be eligible for such coverage after the 1st day of the month after employment with the City, or a maximum of 30 days.

25.2 Payment-in-Lieu of Health Care

For employees choosing to opt out of medical coverage, the employer shall pay according to the following schedule:

Single Coverage – up to $2,500.00 per year, ($208.33 per month)
Two-Person Coverage – up to $5,000.00 per year, ($416.66 per month)
Family Coverage – up to $5,000.00 per year, ($416.66 per month)

Employees who waive medical coverage may still enroll in dental and vision coverage.

25.3 Health Care Reform and the Affordable Care Act

The City will comply with all provisions of the Patient Protection and Affordable Care Act {Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001.} as such, Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

1. The City or the Union may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act issues only.

25.4 Dental Coverage

The City shall provide a Group Dental Insurance Program with benefits as outlined in Appendix B.

25.5 Vision Coverage

The City shall provide vision coverage, as outlined in Appendix C.

25.6 Continuance of Insurance Policies

A. The City shall continue to maintain medical, dental, and coverage and benefits for an employee and their eligible, enrolled dependents, while out on a duty disability leave, under the insurance programs in force, for the duration of the leave.

B. The City shall continue to maintain medical, dental, and vision coverage for an employee and their eligible, enrolled, dependents while out on a non-duty disability leave, for the duration of the leave. New officers hired after date of execution of this agreement will receive this non-duty disability coverage for three years from the date of separation from the city.

C. 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.

D. Subject to the conditions stated below, nothing in this agreement shall be construed to prohibit not the City from changing carriers for dental, optical and prescription rider and hospital and medical insurance as long as the benefits are not diminished. Self-insurance is also authorized if the benefits are not diminished.

However, prior to changing carriers for hospital and medical insurance, the City shall give the Association ninety (90) days prior written notice-of such proposed change and with such notice shall fully disclose in writing to the Association information concerning the proposed carrier and proposed insurance benefits. Additionally, prior to the implementation by the City of any such change, the Association shall have the opportunity through expedited arbitration to grieve any such change.

25.7 Life Insurance

The City shall provide a $35,000.00 term life insurance policy for all employees.

25.8 Short Term Disability

The City will provide a non-duty, self-administered insurance plan to provide coverage for off-duty accident or sickness benefits. The amount of the Short-Term Disability coverage will pay out 66 2/3% of the employee's base rate of pay, not to exceed payments of $4,500.00 per month. The benefits will be paid according to the terms and conditions of the self-administered plan, and the employee must provide requested medical documentation and certification to the Human Resources Department. This program will have a 28-day waiting period prior to the coverage starting, and an employee may utilize sick leave first, to satisfy the waiting period, and then if the sick bank is depleted, the employee may utilize vacation, or other leave to satisfy the waiting period.

25.9 Long Term Disability

The City will provide a non-duty, Long-Term Disability plan, which will commence after 180 days (six months) of continuous disability. The benefits will be paid according to the terms and conditions set forth by the insurance carrier, and approval of an application for Long Term Disability will be determined by the insurance carrier.

ARTICLE 26
RETIREMENT & RETIREE INSURANCE

26.1 The provisions of the Charter of the City of Oak Park dealing with the applicable ordinances of the City of Oak Park, Article II, Employee's Retirement System, shall remain in full force and effect, except as modified by this Article.

26.2 A member is eligible for voluntary retirement if they are a non-covered member (see definition of "non-covered member" Sec. 55-31 (b)(2)), who is at least 50 years old, and has 10 years or more, of service credit. Members also have the option and are eligible for retirement after

completion of 25 years of credited service regardless of age. A non-covered member must retire at age 62. However, in a time of national emergency, the Council may increase either, or both, the voluntary retirement age and the mandatory retirement age for any class, or classes, of members.

26.3 Members hired on or before July 1, 2011 shall have a 2.8% multiplier and a final average compensation times the number of years of credited service upon attainment of retirement age.

Notwithstanding any provision to the contrary above, members hired after July 1, 2011 shall have a 2.5% multiplier and a final average compensation calculated based on their effective base wage rate only. The minimum retirement eligibility will be 25 years of service for all members hired after July 1, 2011.

26.4 Service retirement allowance to be paid shall be as set forth in Section 55-27 of the Ordinance Code of the City of Oak Park. For those persons hired as of July 1, 1984, the three (3) last years will be used as the basis for Final Average Compensation.

26.5 In no event shall a member's pension exceed 70% of the Final Average Compensation. For members hired after July 1, 1984, no more than six hundred and fifty (650) hours of additional earned hours of Sick, Vacation or Miscellaneous Leave will be added into the Final Average Compensation. If any additional time remains to be paid, it shall be paid to the member in accord with current procedures but shall not be folded into the Final Average Compensation for members hired after July 1, 1984.

26.6 Effective June 15, 2011, the contribution rate for all members shall be 7.5% of gross pay. Effective July 1, 2017 the contribution rate shall be raised by 1.0% to 8.5%. Effective July 1, 2018 the contribution rate shall be raised by 1.0% to 9.5%.

26.7 All members of the bargaining unit employed on and after July 1, 2001, 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.

26.8 The Parties agree to establish a Deferred Retirement Option Plan (DROP) as outlined below and in the adopted Plan Document, which shall provide the following.

A. A three-year DROP Plan shall be established. Member contributions to the pension system will continue as set forth herein with no additional pension benefit being provided.

B. Healthcare will be provided to eligible members based upon the provisions in the collective bargaining agreement in effect at the time they actually leave the employment of the City by leaving or the end of the DROP program. (This will include mirroring for prescriptions.)

C. A 2% interest rate will be paid to the participant's pension amount in the DROP accounts.

D. Members in the DROP Plan will not have any sick, vacation or personal leave time. It will be replaced by a 180-hour annual paid time off bank, which will be payable as of April 1st in each year. For those members who enter the DROP after April 1st, they will receive a pro-rata share of the 180 hours until the following April 1st. Members who participate in the DROP may also, at their discretion, roll over up to 100 hours of time accumulated before they enter the DROP which would have been payable to them at the time of retirement, excluding any sick time, when they enter the DROP period. On the first March 31st after their entry into the DROP, this 100 hours, or any lesser amount they rolled over, in their bank will be paid to them. It may not be carried forward. The 180-hour bank given to a member in the DROP each year must be used in that year except that a member may roll over 40 hours to the following year at their discretion. Any remaining hours in the annual paid time off bank at the conclusion of the DROP program, or their participation in it, will not be redeemable for payment. When a member enters the DROP, leave time shall be paid out in accordance with the DROP agreement and members will have no prior leave time except as noted in this Agreement. An employee in the DROP shall accrue paid time off at a rate of 15 hours per month. Upon separation of service, any time used prior to accrual shall be prorated upon separation of service. The remaining provisions of the collective bargaining agreement shall remain status quo and without modification.

E. Any member who is a DROP participant who becomes disabled due to a duty, or non-duty related illness or injury and is unable to return to work after a period of six (6) months, shall be separated from the City of Oak Park.

26.9 All new hired Public Safety Officers have the option upon hire to be members of the Employee's Retirement System Defined Benefit program, or to participate in the City of Oak Park Defined Contribution Plan (DCP) (Article III, City Ordinance).

For members that elect to enroll in the Defined Contribution Plan, the City will contribute 7.5% of base compensation (based upon an 84 hour workweek), and match up to an additional 3% of base compensation, if contributed by the member. Members will be 100% vested after one (1) year of employment.

26.10 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 employment where the employee was a state 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.

6. Employees hired by the City of Oak Park beginning on April 1, 2015 shall no longer be eligible to purchase previous municipal service time.

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, or other authentication documentation of full-time service, 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.

26.11 Retiree Healthcare

A. Medical, dental, and vision coverage will be made available to all retirees, their spouse at the time of retirement, and any eligible dependents at the time of retirement.

B. Once a retiree and/or spouse become eligible for Medicare, they must participate in the Medicare program, must enroll in Medicare Part B, and must pay all of its associated costs. The City will provide supplemental coverage to Medicare to the eligible retiree and/or spouse at the time of retirement. 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 healthcare shall be supplemental, as long as they continue to receive a City pension.

C. The percentage of the retiree's insurance premium, that will be paid by the City for employees hired after January 18, 1993, but before July 1, 2011, shall be as follows:

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%

For any current member of the group, hired before January 18, 1993, would qualify for 100% of their Blue Cross retiree premium paid by the City at twenty years of service, and each other category would accelerate accordingly.

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

D. For any member that receives for a duty-disability pension, their medical benefits shall continue to be provided, regardless of time in service according to all of the Provisions of the Workers Compensation Act, the Pension Ordinance, and the City's Subrogation Clause.

E. The Community Blue 4 Benefit Plan (or subsequent Simply Blue 500 plan if the Hard Cap is exceeded during the duration of this Agreement) shall be the base plan at retirement consistent with all the provisions set forth in this Article. However, the Parties agree that retiree prescription drug coverage shall reflect that of the level of coverage being provided to active employees. Should prescription drug coverage provided to active employees cease for any reason, the insurance last covering retirees shall remain in effect.

F. For individuals hired by the City on or after July 1, 2011, the above described insurance

benefits for retirement shall not be available, but instead said individuals will participate in an a Health Care Savings Program (HCSP) which replaces all insurance benefits for employees hired by the City on or after July 1, 2011, and who subsequently retire.

These accounts may be used by the employee, their spouse, or qualified dependents to help offset the cost of health care after the employee retires or separates from service.

The employee does not pay taxes on the contributions, investment earnings, or distributions for medical reimbursements.

The City, at its sole discretion, can determine which plan will be provided and the same plan will be provided to all non-union employees.

After death, any remaining account balance may be used by the employee's surviving spouse or surviving dependents for the reimbursement of qualified medical expenses.

Vesting will be ten (10) years under this plan. The City's contribution will be 1% of base salary. The employee's contribution shall be 2% of base salary.

G. 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, and the City shall not be obligated to supplement the policy by any other payments.

H. If an officer retires after July 1, 2006 and they are married to a City employee or retiree who also receives medical coverage from the City, the City has no obligation to provide the retiree medical coverage and payment in lieu of medical coverage. If the couple divorces then medical coverage will be reinstated as stipulated by this section and section 25.6 (Article 25 – Insurance Benefits).

26.12 Retiree Life Insurance

The City shall provide a $3,000.00 life insurance policy to all retirees.

ARTICLE 27
GRIEVANCE PROCEDURE

27.1 Grievance Procedure

A. 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, which shall govern the handling of all grievances arising on or after this date.

B. A dispute within this Agreement shall be defined as the complaint of any member of the Association that he has not been dealt with fairly in the application of the contractual agreement between the City and Association.

C. All grievances arising out of the above defined disputes shall be submitted on the prescribed forms and recite the contractual provisions in issue.

D. All time limits provided in the grievance steps shall be deemed to be of essence and shall be strictly construed. 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.

E. 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 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. 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.

Step 2

The written grievance shall be discussed between the designated representative and the Director of Public Safety or his or her designee, who shall give his or her written decision within ten (10) working days (excluding Saturdays, Sundays and Holidays) of receipt of the written grievance.

Step 3

In the event the grievance is not settled in Step 2, it may, within ten (10) working days after the decision in Step 2, be submitted to the Director of Personnel and Labor Relations by the Association. The decision of the Director of Personnel and Labor Relations shall be given in writing within ten (10) working days (excluding Saturdays, Sundays and Holidays) after receipt of the grievance. If not answered within the ten (10) working days, it will be deemed a denial and the Union may proceed to Step 4.

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 pursuant to the rules and regulations for voluntary arbitration of the American Arbitration Association.

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 parties shall proceed according to the rules and regulations of the American Arbitration Association, in regard to voluntary labor arbitration. Failure by the Union to file for arbitration within 90 days of notice to the Employer, shall be considered a withdrawal of the grievance, with prejudice, by the Union.

2. An employee having a grievance shall first gain permission from his or her supervisor before leaving his or her job to contact the Association.

3. A grievance of disputes involving a matter of Association concern may be instituted by the Association at Step 2.

4. No employee shall be disciplined without just cause.

5. Any complaints involving discharge initiated by the Association must be filed in writing within ten (10) working days (excluding Saturdays, Sundays and Holidays) with the Director of Personnel and Labor Relations who shall render a decision within ten (10) working days (excluding Saturdays, Sundays and Holidays) of its receipt.

6. Any employee who is reinstated after discharge within 14 days shall be returned to duty with the Department of Public Safety at the same rate of pay, without loss of seniority, or as may be agreed to by the parties pursuant to the grievance procedures hereinbefore set forth.

7. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his or her regular rate, less any compensation he may have received from any source of employment during the period in question.

8. 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.

9. 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.

10. 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.

27.2 Authority of Arbitrator

Any unresolved grievance which relates to the interpretation, application, or enforcement of any specific, articles or sections of this agreement which has been fully processed through Step 3 of the grievance procedure may be submitted to arbitration.

A. The arbitrator shall have the power and authority to foreclose any and all other actions and remedies which the employee may have, should the arbitrator so deem it appropriate. Further, the arbitrator's award should be reducible to judgment, and enforceable according to appropriate provisions of statute and law.

B. The arbitrator shall have no power to add or to 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 basis for setting aside said decision or award.

C. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned, less any compensation received for temporary employment obtained subsequent to his or her removal from the City payroll.

D. 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. In the case of a pay shortage of which the employee could not have been aware before receiving his or her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his or her grievance within twenty (20) working days after receipt of such pay.

E. There shall be no appeal from the arbitrator's decision if made in accordance with his or her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the City, on the employee or employees and on the Association.

F. 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.

G. The expenses of the arbitrator shall be shared equally by the parties.

27.3 Disciplinary Actions, Where Criminal Charges May Be Brought

A. 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:

1. The employee shall be given a written summary of the charges against him.

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

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

4. The order and the statement 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.

5. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

B. The summary referred to above in paragraph A-1 shall set forth the name of the complainant, the time, date, place at which the alleged offense occurred, and a description of the offense.

27.4 Disciplinary Actions, Where Criminal Charges Are Not Contemplated.

A. Whenever any investigation of any employee's violation of Department rules, orders or this contract is made of 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 or her and no written statements shall be taken from him or her except under the following conditions:

1. The employee shall be given a written summary of the charges against him.

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

3. Any order to make a statement shall be a written order, the violation of which constitutes grounds for disciplinary action by the Department.

4. The order and the statement 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.

5. Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

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

C. 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.

27.5 Interviews by Supervisors Whenever an officer is counseled concerning his or her supervisor's evaluation or productivity, he or she 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 at whatever state disciplinary action is threatened or contemplated, or from which meeting disciplinary actions will ensue.

27.6 Suspension Officers suspended during investigation are to be suspended without pay. However, they may use accrued time during their suspensions. When a final decision has been made, accrued time used in excess of the penalty will be restored.

ARTICLE 28
HEALTH & SAFETY

28.1 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.

ARTICLE 29
STRIKES & LOCKOUTS

29.1 The Association agrees that it will not call, 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 30
LAYOFFS

30.1 When layoffs are necessary, employees shall be laid off in inverse order of their seniority, based on the length of time of their continuous employment.

30.2 When promotional positions are discontinued due to layoffs for economic reasons, the officer holding the discontinued position shall be reduced in pay and rank to that which he or she previously held, and the rights which are afforded to him or her on the basis of seniority, shall be those which would have accrued had he or she not been promoted.

30.3 When laid off personnel are re-called to employment, they shall be recalled in inverse order of

their layoff. Any officer whose classification is changed because of layoff shall be entitled to the position he or she left it if is reestablished.

30.4 No layoffs of Public Safety Officers shall occur until all non-Public Safety Officers or civilians who perform police and fire duties are laid off first. Said duties are to be defined as work presently or previously performed by Public Safety Officers.

30.5 Public Safety Officers who have been laid off shall be rehired before non-Public Safety Officers or civilians who perform police and fire duties.

ARTICLE 31
WEAPONS

31.1 The City will provide a gun maintenance program to consist of periodic reconditioning of all weapons by the manufacturer at its designated factory or by a qualified gunsmith. 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 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 or her designee.

ARTICLE 32
REQUEST FOR LEAVE TIME OTHER THAN VACATION

32.1 Request for leave time off will be granted in the order received by each division. PSOs shall be given equal status regarding time off requests as are all other members of the Public Safety Department.

ARTICLE 33
MAINTENANCE FUNCTIONS

33.1 A Public Safety Officer shall not be required to wash or clean departmental vehicles used in patrol, investigative or administrative functions. Public Safety Officers, however, will be required to wash fire trucks and life support vehicles. In addition, Public Safety Officers shall not be required to perform routine janitorial or custodial service, except in the police garage, security garage and Fire Hall. In addition, officers shall be responsible for the stove, cupboards and table tops in the kitchen. The City's custodial service shall clean the carpeting as required for health and safety purposes.

33.2 In cases of inclement weather or conditions which render the building unsafe, the Public Safety Officers may be required to clean or mop those areas where the public is permitted access and where hazards to the public may result without such cleaning. The City may make such arrangements as it deems satisfactory for the washing of patrol, investigative or administrative

vehicles.

33.3 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 accord with the following provisions.

A. 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.

B. The location and procedure by which these fluids will be checked shall be established by the Department of Public Works.

C. 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 period of nonuse due to vacations, etc., to ensure they are capable of starting.

D. Any vehicle requiring normal Department of Public Works garage service will be handled in the same manner as is currently done.

ARTICLE 34
RESIDENCY

34.1 Employees of this bargaining unit shall not be subject to any residency requirements.

ARTICLE 35
EMPLOYEE PREGNANCY

35.1 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.

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.

An officer may use available sick leave, vacation days or other accumulated leave time for maternity related disability needs.

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.

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.

ARTICLE 36
JURY DUTY

36.1 Public Safety Officers called for jury duty shall receive their regular pay for those work days during which they serve jury duty. All fees paid for duty to an officer must be turned into the City. An officer schedule 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 or her jury fee turned into the City.

ARTICLE 37
TUITION REIMBURSEMENT

37.1 The City shall provide a tuition reimbursement program as outlined in City Policy & Procedure Memo #3.000.14

ARTICLE 38
ANIMAL CONTROL DUTY

38.1 Public Safety Officers shall continue to respond to calls for animal related duties after 5:00 p.m. until 8:00 a.m. the following morning. Public Safety Officers shall also maintain the current practice of responding to such calls on a 24-hour basis on weekends and holidays.

38.2 Members of the Oak Park Police Officers Association shall not be required to transport animals to be destroyed, maintain the animal pound; wash the dog truck; patrol in dog truck or pick up mail at local post office.

38.3 Members of the Public Safety Officers Association will perform all other duties of Public Safety Service Officers as set forth in the following:

A. Enforce animal regulations

1. Issue tickets/warnings for violations testify in court;
2. Impound/release stray dogs;
3. Destroy sick, injured animals;
4. Pick-up dead animals on roadway or public property;
5. Take dog bite reports - do follow-up and paperwork;
6. Maintain lost/found animal files

ARTICLE 39
LEGISLATIVE

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Act 72 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under section 15(7) of the Public

Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 1 of 2001 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

In the event the City of Oak Park is so required by the State of Michigan in order to receive State shared revenue employees hired after July 1, 2011, depending on the requirements of the State, if require, shall contribute up to 20% of heal care premium costs or the employer's share, recognizing that the employer's share shall be cost competitive with the new State preferred provider organization organizing health plan on a per-employee basis if available.

ARTICLE 40
TERMINATION & MODIFICATION

40.1 This Agreement shall continue in full force and effect until June 30, 2024.

40.2 If either party wishes to terminate or modify this Agreement, said party shall provide written notice to the other party to that effect. Said notice shall be made no later than one hundred twenty (120) days prior to the termination date in Section 40.1, above.

40.3 In the even that negotiations extend beyond the expiration of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending any agreement upon a new Agreement.

IN WITNESS WHEREOF, the Parties' representatives have affixed their signatures below on September 20th, 2021.

FOR THE UNION:

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM) PATROL

Eric Zarfl, President

Michael Hodakoski, Vice President

9-20-21

Kenneth Grabowski, POAM Business Agent

FOR THE CITY:

CITY OF OAK PARK

Marian McClellan, Mayor

Erik Tungate, City Manager

Megan Burke, Director of Human Resources & Operations

APPENDIX A

Blue Cross Blue Shield of Michigan

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

CITY OF OAK PARK - ACTIVE
007039007
Effective Date: 01/01/2021

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. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

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

Note: A list of services that require approval **before** they are provided is available online at **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 diseases 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.

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

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. 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

Members	Eligibility Criteria
Dependents	• Subscriber's legal spouse • **Dependent children:** related to you by birth, marriage, legal adoption or legal guardianship; eligible for coverage through the last day of the month the dependent turns age 26
Sponsored dependents	• 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.

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

Benefits	In-network	Out-of-network
Deductible	$500 for one member, $1,000 for the family (when two or more members are covered under your contract) each calendar year **Note:** Deductible may be waived for covered services performed in an in-network physician's office and for covered mental health and substance use disorder services that are equivalent to an office visit and performed in an in-network physician's office.	$1,000 for one member, $2,000 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network deductible amounts also count toward the in-network deductible.
Flat-dollar copays	• $30 copay for office visits and office consultations • $30 copay for medical online visits • $30 copay for chiropractic and osteopathic manipulative therapy • $150 copay for emergency room visits • $30 copay for urgent care visits	• $150 copay for emergency room visits
Coinsurance amounts (percent copays) **Note:** Coinsurance amounts apply once the deductible has been met.	• 50% of approved amount for private duty nursing care • 20% of approved amount for mental health care and substance use disorder treatment • 20% of approved amount for most other covered services (coinsurance waived for covered services performed in an in-network physician's office)	• 50% of approved amount for private duty nursing care • 40% of approved amount for mental health care and substance use disorder treatment • 40% of approved amount for most other covered services
Annual coinsurance maximums - applies to coinsurance amounts for all covered services - but **does not** apply to deductibles, flat-dollar copays, private duty nursing care coinsurance amounts and prescription drug cost-sharing amounts	$1,500 for one member, $3,000 for the family (when two or more members are covered under your contract) each calendar year	$3,000 for one member, $6,000 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network coinsurance amounts also count toward the in-network coinsurance maximum.

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

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. 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
Annual out-of-pocket maximums - applies to deductibles, flat dollar copays and coinsurance amounts for all covered services - including cost-sharing amounts for prescription drugs, if applicable	$6,350 for one member, $12,700 for the family (when two or more members are covered under your contract) each calendar year	$12,700 for one member, $25,400 for the family (when two or more members are covered under your contract) each calendar year **Note:** Out-of-network cost-sharing amounts also count toward the in-network out-of-pocket maximum.
Lifetime dollar maximum	None	

Preventive care services

Benefits	In-network	Out-of-network
Health maintenance exam - includes chest x-ray, EKG, cholesterol screening and other select lab procedures	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Gynecological exam	100% (no deductible or copay/coinsurance), one per member per calendar year **Note:** Additional well-women visits may be allowed based on medical necessity.	Not covered
Pap smear screening - laboratory and pathology services	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Voluntary sterilization for females	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Prescription contraceptive devices - includes insertion and removal of an intrauterine device by a licensed physician	100% (no deductible or copay/coinsurance)	100% after out-of-network deductible
Contraceptive injections	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Well-baby and child care visits	100% (no deductible or copay/coinsurance) • 8 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	100% (no deductible or copay/coinsurance)	Not covered
Fecal occult blood screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

Benefits	In-network	Out-of-network
Flexible sigmoidoscopy exam	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Prostate specific antigen (PSA) screening	100% (no deductible or copay/coinsurance), one per member per calendar year	Not covered
Routine mammogram and related reading	100% (no deductible or copay/coinsurance) **Note:** Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and coinsurance, if applicable.	60% after out-of-network deductible **Note:** Out-of-network readings and interpretations are payable only when the screening mammogram itself is performed by an in-network provider.
	One per member per calendar year	
Colonoscopy - routine or medically necessary	100% (no deductible or copay/coinsurance) for the first billed colonoscopy **Note:** Subsequent colonoscopies performed during the same calendar year are subject to your deductible and coinsurance, if applicable.	60% after out-of-network deductible
	One per member per calendar year	

Physician office services

Benefits	In-network	Out-of-network
Office visits - must be medically necessary	$30 copay per office visit	60% after out-of-network deductible
Online visits - by physician must be medically necessary **Note:** Online visits by a vendor are not covered.	$30 copay per online visit	60% after out-of-network deductible
Outpatient and home medical care visits - must be medically necessary	80% after in-network deductible	60% after out-of-network deductible
Office consultations - must be medically necessary	$30 copay per office consultation	60% after out-of-network deductible
Urgent care visits - must be medically necessary	$30 copay per urgent care visit	60% after out-of-network deductible

Emergency medical care

Benefits	In-network	Out-of-network
Hospital emergency room	$150 copay per visit (copay waived if admitted or for an accidental injury)	$150 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	80% after in-network deductible	80% after in-network deductible

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

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. 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.

000012037015

Diagnostic services

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

Maternity services provided by a physician or certified nurse midwife

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

Hospital care

Benefits	In-network	Out-of-network
Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies **Note:** Nonemergency services must be rendered in a **participating** hospital.	80% after in-network deductible	60% after out-of-network deductible Unlimited days
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

Benefits	In-network	Out-of-network
Skilled nursing care - must be in a **participating** skilled nursing facility	80% after in-network deductible	80% after in-network deductible
	Limited to a maximum of 120 days per member per calendar year	
Hospice care	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance)
	Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a **participating** hospice program **only**; limited to dollar maximum that is reviewed and adjusted periodically (after reaching dollar maximum, member transitions into individual case management)	
Home health care • must be medically necessary • must be provided by a **participating** home health care agency	80% after in-network deductible	80% after in-network deductible

Benefits	In-network	Out-of-network
Infusion therapy: • must be medically necessary • must be given by a **participating** Home Infusion Therapy (HIT) provider or in a **participating** freestanding Ambulatory Infusion Center (AIC) • may use drugs that require preauthorization - consult with your doctor	80% after in-network deductible	80% after in-network deductible

Surgical services

Benefits	In-network	Out-of-network
Surgery - includes related surgical services and medically necessary facility services by a **participating** ambulatory surgery facility	80% after in-network deductible	60% after out-of-network deductible
Presurgical consultations	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Voluntary sterilization for males **Note:** For voluntary sterilizations for females, see "**Preventive care services.**"	80% after in-network deductible	60% after out-of-network deductible
Voluntary abortions	80% after in-network deductible	60% after out-of-network deductible

Human organ transplants

Benefits	In-network	Out-of-network
Specified human organ transplants - must be in a **designated** facility and coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	100% (no deductible or copay/coinsurance)	100% (no deductible or copay/coinsurance) - in designated facilities **only**
Bone marrow transplants - must be coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	80% after in-network deductible	60% after out-of-network deductible
Specified oncology clinical trials **Note:** BCBSM covers clinical trials in compliance with PPACA.	80% after in-network deductible	60% after out-of-network deductible
Kidney, cornea and skin transplants	80% after in-network deductible	60% after out-of-network deductible

Behavioral Health Services (Mental Health and Substance Use Disorder)

Note: Some mental health and substance use disorder services are considered by BCBSM to be comparable to an office visit or medical online visit. When a mental health or substance use disorder service is considered by BCBSM to be comparable to an office visit or medical online visit, we will process the claim under your office visit or medical online visit benefit.

Benefits	In-network	Out-of-network
Inpatient mental health care and **inpatient** substance use disorder treatment	80% after in-network deductible	60% after out-of-network deductible
	Unlimited days	
Residential psychiatric treatment facility: • covered mental health services **must** be performed in a residential psychiatric treatment facility • treatment **must** be preauthorized • subject to medical criteria	80% after in-network deductible	60% after out-of-network deductible

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

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. 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
Outpatient mental health care:		
• Facility and clinic	80% after in-network deductible	80% after in-network deductible in participating facilities **only**
• Online visits **Note:** Online visits by a vendor are not covered.	$30 copay per online visit	60% after out-of-network deductible
• Physician's office	80% after in-network deductible	60% after out-of-network deductible
Outpatient substance use disorder treatment - in approved facilities **only**	80% after in-network deductible	60% after out-of-network deductible (in-network cost-sharing will apply if there is no PPO network)

Autism spectrum disorders, diagnoses and treatment

Benefits	In-network	Out-of-network
Applied behavioral analysis (ABA) treatment - when rendered by an approved board-certified behavioral analyst - is covered through age 18, subject to preauthorization **Note:** Diagnosis of an autism spectrum disorder and a treatment recommendation for ABA services must be obtained by a BCBSM approved autism evaluation center (AAEC) prior to seeking ABA treatment.	Not covered	Not covered
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) **Note:** Screening services required under the provisions of PPACA are covered at 100% of approved amount with no in-network cost-sharing when rendered by an in-network provider. **Note:** When you purchase your diabetic supplies via mail order you will lower your out-of-pocket costs.	• 80% after in-network deductible for diabetes medical supplies • 100% (no deductible or copay/coinsurance) for diabetes self-management training	60% after out-of-network deductible
Allergy testing and therapy	100% (no deductible or copay/coinsurance)	60% after out-of-network deductible
Chiropractic spinal manipulation and osteopathic manipulative therapy	$30 copay per visit	60% after out-of-network deductible
	Limited to a **combined** 24-visit maximum per member per calendar year	
Outpatient physical, speech and occupational therapy - provided for rehabilitation	80% after in-network deductible	60% after out-of-network deductible **Note:** Services at nonparticipating outpatient physical therapy facilities are not covered.
	Limited to a **combined** 60-visit maximum per member per calendar year	

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

Benefits	In-network	Out-of-network
Durable medical equipment	80% after in-network deductible	80% after in-network deductible
Note: DME items required under the preventive benefit 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 preventive DME items that PPACA requires to be covered at 100%, call BCBSM.		
Prosthetic and orthotic appliances	80% after in-network deductible	80% after in-network deductible
Private duty nursing care	50% after in-network deductible	50% 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. 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.

BCBSM Preferred RX Program

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 AllianceRx Walgreens Prime, 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. AllianceRx Walgreens Prime 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**. If you have any questions, please call AllianceRx Walgreens Prime 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 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

Note: Your prescription drug copays and coinsurance amounts, including mail order copay and coinsurance amounts, are subject to the **same** annual out-of-pocket maximum required under your medical coverage. The following prescription drug expenses will not apply to your annual out-of-pocket maximum.

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 25% 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	You pay $5 copay	You pay $5 copay	You pay $5 copay	You pay $5 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $10 copay	No coverage	No coverage
	84 to 90-day period	You pay $10 copay	You pay $10 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay $40 copay	You pay $40 copay	You pay $40 copay	You pay $40 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $80 copay	No coverage	No coverage
	84 to 90-day period	You pay $80 copay	You pay $80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay $80 copay	You pay $80 copay	You pay $80 copay	You pay $80 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $160 copay	No coverage	No coverage
	84 to 90-day period	You pay $160 copay	You pay $160 copay	No coverage	No coverage

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

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

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	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
Prescribed over-the-counter drugs - when covered by BCBSM	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
State-controlled drugs	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
FDA-approved **generic** and **select brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved **brand-name** prescription preventive drugs, supplements and vitamins as required by PPACA	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance
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	No coverage	100% of approved amount	75% of approved amount
FDA-approved **generic** and **select brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount	100% of approved amount	100% of approved amount	75% of approved amount
Other FDA-approved **brand-name** prescription contraceptive medication (non-self-administered drugs are not covered)	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance

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
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay/coinsurance.	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug
Select diabetic supplies and devices (test strips, lancets and glucometers) For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at BCBSM.com/pharmacy.	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan 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	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. • **Tier 1 (generic)** - 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. • **Tier 2 (preferred brand)** - 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. • **Tier 3 (nonpreferred brand)** - 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.
Mandatory preauthorization	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, 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 **bcbsm.com/pharmacy**.
Mandatory maximum allowable cost drugs	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 MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug ***plus*** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** 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. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

ADM PLANYR JAN;CB ASC;CB-ECM-IN$1.5KA;CB-ECM-ON $3K A;CB-ET $150 ASC;CB-MTC $30 ASC;CB-OPMIN 6350 A;CB-OV $30 ASC;CBC 20%-IN ASC;CBC 40%-ON ASC;CBD $1K-ON ASC;CBD $500-IN ASC;CBOPMON 12.7K A;DC 26-ME ASC;MOPD-2X ASC;PDRX ASC;PDTTC 5/40/80 A;RX-90-2X ASC;RXP ASC;SD ASC

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

APPENDIX B

ADN ADMINISTRATORS

PO Box 610
Southfield, MI 48037
248-901-3705

CITY OF OAK PARK Dental Benefits Plan — Group #9569

The Plan-at-a-Glance — PPO Networks: ADN Dental Network, Michigan Dental Plan, DenteMax

Maximum Benefits	Plan year January 1 through December 31
Annual Maximum	$1000 per eligible individual for covered class I, II and III services.
Lifetime Maximum	$1000 per eligible individual for covered class IV services

Class I Preventive Services – 100%	
Oral Examinations	Twice per plan year
Prophylaxis/Perio Maintenance (Cleaning)	Twice per plan year
Topical Application of Fluoride	Twice per plan year to age 19
Space Maintainers	Once per area per lifetime, up to age 14

Class II Restorative Services – 90%	
Bitewing X-Rays	Once per plan year
Full-Mouth Series or Panoramic X-Rays	Once per 60 months
All Other X-Rays	
Composite and Amalgam fillings**	Once per tooth surface per 12 months
Root Canal Therapy	
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	With covered oral surgery or medically necessary
Onlays and Crowns**	Once per permanent tooth per 60 months
Occlusal Guards	Once per lifetime
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 36 months, per arch

Class III Major Services – 75%	
Complete and Partial Removable Dentures**	Once per arch per 60 months
Fixed Partial Dentures (Bridges)**	Once per area per 60 months
Addition of Teeth to Partial Dentures	

Class IV Orthodontic Services – 50%	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy, up to age 19
Comprehensive Treatment	Fixed Appliance Therapy, up to age 19

Not Covered

Sealants Implants TMJ/TMD Treatment Cosmetic Procedures

Deductible – None
Missing Tooth Clause – None
12 Month Billing Limitation
Waiting Periods – None
COB – Standard

**Composite, porcelain and ceramic not covered for posterior teeth, alternate benefit applies
**Prosthetics are considered on delivery date

****Note – Quotes of benefits do not constitute a guarantee of payment. Covered benefits may have limitations or exclusions affecting plan payment. Refer to plan booklet for additional coverage details and limitation. Predetermination is strongly encouraged for all non-emergency dental treatment exceeding $250.00 in charges. The treatment plan should be submitted to ADN prior to beginning any treatment.**

APPENDIX C

Blue Cross Blue Shield of Michigan

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

CITY OF OAK PARK - ACTIVE
0070390070014
Effective Date: 01/01/2021

Vision Coverage

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. For a complete description of benefits please see the applicable BCBSM certificates and riders, if your group is underwritten. If your group is self-funded, please see any other plan documents your group uses. If there is a discrepancy between this Benefits-at-a-Glance and any applicable plan document, the plan document will control.

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. VSP is an independent company providing vision benefit services for Blues members. To find a VSP doctor, call **1-800-877-7195** or log on to the VSP Web site at **vsp.com.**

Note: Members may choose between prescription glasses (lenses and frame) or contact lenses, but not both

Member's responsibility (copays)

Benefits	VSP network doctor	Non-VSP provider
Eye exam	$5 copay	$5 copay applies to charge
Prescription glasses (lenses and/or frames)	**Combined** $7.50 copay	Member responsible for difference between approved amount and provider's charge, after $7.50 copay
Medically necessary contact lenses **Note:** No copay is required for prescribed contact lenses that are not medically necessary.	$7.50 copay	Member responsible for difference between approved amount and provider's charge, after $7.50 copay

Eye exam

Benefits	VSP network doctor	Non-VSP provider
Complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	$5 copay	Reimbursement up to $45 less $5 copay (member responsible for any difference)
	One eye exam in any period of 24 **consecutive** months	

Lenses and frames

Benefits	VSP network doctor	Non-VSP provider
Standard lenses (must not exceed 60 mm in diameter) prescribed and dispensed by an ophthalmologist or optometrist. Lenses may be molded or ground, glass or plastic. Also covers prism, slab-off prism and special base curve lenses when medically necessary.	$7.50 copay (one copay applies to **both** lenses and frames)	Reimbursement up to approved amount based on lens type less $7.50 copay (member responsible for any difference)
	One pair of lenses, with or without frames, in any period of 24 **consecutive** months	

ADM DC26MEVIS;ADM PLANYR JAN;BLUE VISION;BV-FLA $100;BVC-$7.50;BVFLE;BVPP CHOICE NET

Benefits	VSP network doctor	Non-VSP provider
Standard frames **Note:** All VSP network doctor locations are required to stock at least 100 different frames within the frame allowance.	$100 allowance that is applied toward frames (member responsible for any cost exceeding the allowance) less $7.50 copay (one copay applies to **both** frames and lenses)	Reimbursement up to $70 less $7.50 copay (member responsible for any difference)
	One frame in any period of 24 **consecutive** months	

Contact Lenses

Benefits	VSP network doctor	Non-VSP provider
Medically necessary contact lenses (requires prior authorization approval from VSP and must meet criteria of medically necessary)	$7.50 copay	Reimbursement up to $210 less $7.50 copay (member responsible for any difference)
	Contact lenses up to the allowance in any period of 24 **consecutive** months	
Elective contact lenses that **improve** vision (prescribed, but do not meet criteria of medically necessary)	$100 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)	$85 allowance that is applied toward contact lens exam (fitting and materials) and the contact lenses (member responsible for any cost exceeding the allowance)
	Contact lenses up to the allowance in any period of 24 **consecutive** months	