MASTER AGREEMENT

between

CITY OF OAK PARK

and

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

OAK PARK DISPATCHERS

July 1, 2021 through June 30, 2024

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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 Dispatchers' Association, hereinafter referred to as the "Association" or "Union."

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 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 Dispatchers of the Oak Park Public Safety Department, excluding all other civilian employees, all Public Safety Officers, 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 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 Dispatcher 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 refers to the Director of Public Safety and 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."

2.5 The term "City Manager" when used hereinafter shall include his or her authorized designee.

2.6 Retirement Eligibility for Defined Contribution Participants: 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 in Section 55-60, upon attainment of age 55, or a completion of 25 years of credited service, regardless of age.

2.7 Electronic Communications: For the duration of this Agreement, electronic communications will be accepted in lieu of paper documentation, including those sent via U.S. mail.

ARTICLE 3
SENIORITY

3.1 Seniority shall be determined as of the date of hiring as a Dispatcher. Seniority shall accrue from date of last continuous employment in the Department of Public Safety. A military leave of absence of an approved leave of absence shall not be considered a break in a 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 the properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the 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 purchase services of others, contract or otherwise. The right to promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees, to make and change rules and regulations and orders not inconsistent with the terms and provisions of this Agreement, the scheduling of work, the type of work, methods of departmental operation, the selection, procurement, designing, engineering, purchasing and 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 sworn officers for dispatch operations.

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 provisions of this Agreement as herein set forth.

5.3 It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively with the City, subject only to the express provisions of this Agreement as herein set forth. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and not fill vacancies for authorized positions and/or classifications, provided that any employee who is laid off or involuntarily transferred shall be reassigned to his prior position when such position is next filled if it occurs within one year of the layoff or involuntary transfer.

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

5.5 The City reserves the right to sub-contract, merge, or consolidate services with another Governmental Entity. Should such a decision be made, the City will bargain the impact of that decision and the Collective Bargaining Agreement will be reopened.

ARTICLE 6
ASSOCIATION ACTIVITIES

6.1 Bulletin Boards. The City agrees to furnish a bulletin board of reasonable size for all use of the Association, which bulletin board should 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 should be covered with glass.

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

6.3 The City agrees to recognize a bargaining committee which shall be composed of no more than two (2) seniority employees of the Bargaining Unit plus the POAM representative. The selection of the committee shall be determined by the Union. No more than one of these members may be released from duty to conduct negotiations.

6.4 The Union President or vice-president shall be released upon request during working hours without loss of seniority, pay of benefits, to investigate and process grievances. The Association shall also be allowed up to 24 hours annually, paid time off to attend training programs.

6.5 The City shall produce copies of this agreement and provide a sufficient number for the membership, to the Union President

ARTICLE 7
HOURS OF WORK

7.1 Notwithstanding other sections of this Agreement, the City shall have the sole and exclusive right to establish the hours of work and to assign personnel as determined by the Director to be required and necessary to fulfill the duties and obligations of the City and the Department of Public Safety.

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

7.3 The Department of Public Safety shall post a complete work cycle schedule for all divisions of the Department at the beginning of each work cycle. It is agreed that the Employer shall give

notice of at least thirty (30) days in the case of any change in the current work schedule. This period of time will allow for discussions with the City of the impact of the proposed schedule change upon members of the Association.

7.4 Shift selection will be made by employees based upon their bargaining unit seniority. The Employer reserves the right to assign probationary employees before any shift selection. The Employer shall provide a fourteen (14) day notice of any change in assignment except where circumstances reasonably prohibit giving such notice.

7.5 Bargaining unit members shall be granted 30 hours annually in their compensatory bank in each contract year. Half of the hours will be advanced on the first day of July each fiscal year, and the other half will be advanced on the first day of January each fiscal year. This compensatory time is provided to members for "show-up" time in advance of their shift.

ARTICLE 8
WAGES

8.1 Salary schedules for dispatchers shall be per Appendix E. For the duration of the Agreement, Employees shall receive wage increases as outlined in the attached Appendix E, with a 1% increase to take effect July 1, 2023.

8.2 The City reserves the right to hire new employees at any wage in the wage scale up, to the 3-year step.

8.3 Employees may request in writing, to the Public Safety Director, that they move one additional step in the range when they are eligible for a step increase. The City reserves the right to deny these requests.

ARTICLE 9
OVERTIME

9.1 Dispatchers will work a 28-day work-cycle. They will be paid overtime at a rate of 1 ½ for all hours worked or taken off on approved leave, in excess of 160 hours in the 28 day work cycle. Overtime hours shall be calculated as of the contract pay rate as of June 30, 2008 without the reduction from this agreement.

9.2 Overtime shall be paid in one-quarter (¼) hour increments.

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

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

9.5 Training may require a dispatcher to adjust their work schedule. When required to attend training classes while scheduled off duty, the employee shall have the option of paying

compensation as provided or to grant days off prior to or upon the return from training schools if staffing levels permit, subject to any applicable provision (s) of FLSA.

9.6 Dispatchers may be required to train new hired Dispatchers. When assigned to train another Dispatcher, the employee will receive 1 straight time hour pay or 1 compensatory time hour per shift.

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

9.8 When an overtime situation exists for dispatchers, the dispatchers will have the first option to work any overtime. If all available dispatchers refuse the overtime, the employer shall have the right to fill the position outside of the bargaining unit.

9.9 When a dispatcher is called back to work with a notice of less than two (2) hours before reporting, he/she shall be paid twice (2 times) the dispatcher's current rate of pay, for a minimum of two (2) hours. Dispatchers will be required to call in sick a minimum of one half (1/2) hour prior to the start of their shift.

9.10 Overtime following the employees regularly scheduled shift shall be paid at a rate of time and one-half. Compensatory Time may be credited for only the first hour of overtime following the regular shift.

9.11 Compensatory Time for training on a day off will be earned at a time and one-half rate.

ARTICLE 10
HOLIDAYS

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

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

10.2 Employees shall receive double pay for all hours worked on Thanksgiving and Christmas Day.

10.3 Holidays will be earned on an accrual basis from start date through December 31st and on a calendar year basis thereafter (Jan. 1st through Dec. 31st), paid in a single check in January of each year, for ten (10) holidays or a total of 80 hours. Employees have the choice of receiving up to five (5) days 40 hours of the holiday time in compensatory time or receive pay for those days, or they can convert up to 80 hours of holiday time to compensatory time. Three (3) holidays or 24 hours covering the holidays designated as "the employees birthday" and "two (2)

floating holidays" will be credited to time accounts after six months of service and annually thereafter on April 1st.

10.4 This benefit will not affect the work schedule or approved leave (if it is a regularly scheduled leave day, they will be off. If it is a regularly scheduled workday, they will report for duty, and compensation shall be straight time pay).

10.5 A doctor's slip will be required for any sick call occurring on a holiday, the day immediately before a holiday or the day after the holiday in order to receive holiday pay, unless on scheduled or approved leave as provided in PPM #3.000.1.

10.6 "Floating holiday" time must be used by March 31st of the next year. Any excess time will be lost.

ARTICLE 11
PERSONAL LEAVE

11.1 Personal leave 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.

11.2 Full time employees shall be granted 24 hours personal leave time per year. In order to use such personal leave days, an employee must obtain the permission of the Department in advance.

11.3 Personal Leave Days are credited to an employees personal leave bank on April 1st, and must be used before the next March 31st.

11.4 After completion of six months of continuous service in their position, new hires will be given a prorated account of personal leave time. These days are to be taken before the end of the Fringe Benefit Year (March 31st).

11.5 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 on a prorated basis, by calculating months of service from April 1st through March 31st, in accordance with the Benefit Year.

ARTICLE 12
VACATION LEAVE

12.1 Vacation leave is authorized absence from duty with pay. In addition to the regular vacation benefits provided in this article 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.

12.2 Vacation shall be accrued on a monthly basis. Employees shall be permitted to take vacation leave in the amount of the number of full days accrued, and credited, as of April 1st of the year in which the vacation is to be taken.

12.3 Vacation Accrual

Vacation shall be accrued as follows:

0 to 60 months – 88 hours annually
61 to 120 months – 128 hours annually
121 to 180 months – 168 hours annually
181 months and over –Eight additional hours per 12 months of service up to a maximum of 208 hours annually

12.4 Employees shall receive credit for vacation accrual purposes, as a month worked for every month in which they work or receive compensation for ten (10) workdays. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credit for vacation.

12.5 Employees shall be permitted to sell back or carry forty (40) hours of accumulated vacation to the year following the year in which credited, prior to the commencement of each Fringe Benefit Year. Due to unforeseen circumstances, the City Manager may grant a carryover of additional time, into the next Fringe Benefit Year.

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

12.7 Employees shall be entitled to vacation buyout in any of the following instances:

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

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 accrued and unused vacation time.

C. Any employee who has completed their probationary period and enters the Military Service, shall be allowed his accrued vacation time, paid to him or her at the time he or she 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 as accrued vacation leave during the Benefit Year.

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

A. If an employee separates himself or herself 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.

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

ARTICLE 13
SICK LEAVE & UNSCHEDULED ABSENCES

13.1 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.

13.2 The amount of sick leave credit shall not exceed eight (8) hours per month nor ninety six (96) hours per year for each employee. The accumulation of sick leave credit shall not exceed one thousand two hundred (1200) hours 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 entitled to sick leave credit until he or she shall have completed six (6) months of service, at which time he or she shall be credited with the number of hours he or she 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.

13.3 The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he or she would 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.

13.4 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 is allowed, and shall be mandatory if the illness or injury exceeds three (3) working days. The City may designate a physician to perform an examination to determine a dispatcher's illness or disability at the City's cost or expense to determine if a dispatcher is ill or disabled.

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 to 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.

13.5 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 by any entity other than the City of Oak Park.

13.6 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 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."

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

13.8 Employee shall accrue sick leave at eight (8) hours for each month worked for every month in which they work or on an approved leave and are not ill or disabled. Time lost by an employee by reason of any absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for sick leave.

13.9 Employees shall receive eight hours of bonus time if, during the Fringe Benefit Year (April 1st through March 31st), they do not use any sick time. These eight hours of bonus time can be added in one eight-hour increment to dispatcher's vacation time or one additional day pay. These eight hours of bonus time will not be paid out.

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

13.11 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 14
EMERGENCY & BEREAVEMENT LEAVE

14.1 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) working days upon the recommendation of the immediate supervisor and approval of the City Manager.

14.2 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) working days, upon recommendation of the immediate supervisor and approval of the City

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

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

14.4 "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

14.5 Certification of illness or death of an immediate family member will be required. Verification of the employee's relationship may also be required.

ARTICLE 15
UNIFORM & CLEANING ALLOWANCE

15.1 There will be an annual uniform allowance of six hundred and fifty dollars ($650.00). The uniform allowance will be pro-rated for all new employees. This will be paid in two installments of three-hundred and twenty-five dollars ($325.00) dollars in January and July of each year.

15.2 New employees employed as probationary dispatchers shall be provided all uniform needs for the first year of their employment. Uniforms are defined as:

4 short sleeve shirts, patches included
4 long sleeve shirts patches included
2 ties
1 sweater, blue in color, patches included
3 pairs of pants
1 pair uniform shoes/boots
Name tag
Badge and 911 pins

15.3 As the uniform allowance is paid in January and July, to be used in the following six months, upon separation of service (voluntary, involuntary, or retirement), employees must repay the City a prorated amount for the advanced uniform allowance.

ARTICLE 16
LONGEVITY PAY: "53-WEEK PAY"

16.1 All employees hired prior to September 13, 2011, shall be subject to the "53- Week" pay program as follows:

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

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

A. For employees with seven (7) or less years of service:
2% of base pay times number of months continuous service
divided by 84 = amount of pay.

B. For employees with over (7) but less than (14) years of service:
5% of base pay times number of months of continuous service divided by 168 = amount of pay.

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

16.3 As this payment is in recognition of years of service, an employee must be on the City payroll on the day of payment.

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

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

16.6 Upon separation of service, (voluntary, involuntary, or retirement), employees will receive a prorated calculation of longevity pay.

16.7 Employees hired after September 13, 2011 will not receive longevity pay.

ARTICLE 17
COURT TIME

17.1 Any employee, who appears for Court on behalf of the City, at a time other than his or her normally scheduled duty hours, shall be compensated for a minimum of two hours pay or compensatory time as provided in Article 9 – Overtime, of this Agreement.

ARTICLE 18
PROBATIONARY PERIOD

18.1 The probationary period for dispatchers shall be twelve (12) months commencing at the completion of all training (but no longer than 15 months). Probationary employees may be terminated without cause.

ARTICLE 19
INSURANCE BENEFITS

19.1 Health Insurance

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.

19.2 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.

19.3 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 the same and avoid penalties or to address the repeal of the Patient Protection and Affordable Care Act.

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

19.4 Dental Coverage: The City shall provide a Group Dental Insurance Program as outlined in Appendix B.

19.5 Optical Coverage: The City shall provide vision coverage, as outlined in Appendix C.

19.6 Continuance of Insurance Policies

A. The City shall continue to maintain medical, dental, and vision coverage and benefits for an employee, and their eligible, enrolled dependents, while out on duty disability leave, 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 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 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.

19.7 Life Insurance

The City shall provide a $40,000.00 term life-insurance policy for all employees.

19.8 Short Term Disability Coverage

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.

19.9 Long Term Disability Coverage

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 20
DISABILITY LEAVE

20.1 Duty Disability Leave

A "duty disability leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City as covered by Michigan Worker's Compensation Act.

A. From the date of an employees injury or illness, an employee will be placed on leave (with or without pay) not to exceed two (2) years for a duty related disability. If at the end of that time, the employee is still unable to return to work, his or her employment shall be terminated.

B. In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, however minor, to his or her immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid, if this injury or illness is not considered serious, in writing.

C. Employees on duty disability leave shall accrue sick leave only to the extent of six (6) days.

D. Regular or probationary employees, who are unable to work as a result of injury or illness sustained in the course of employment with the City, shall receive duty disability pay as follows:

1. First seven (7) calendar days - City will pay the employee his or her regular pay for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "Duty Disability Leave" which is limited to the working days in the first seven (7) calendar days only.

2. After seven (7) calendar days, payment shall be governed by the regulations of Workers' Compensation Act. In such cases the following shall apply: Employees will receive, for a total of six (6) months, a payroll check for the difference between his or her Workers' Compensation check and his or her normal payroll check.

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

F. The City's Subrogation can be found in Appendix D.

20.2 Non-Duty Disability Leave

A. An employee shall only accrue vacation, sick time, holiday leave or other banks of time off during the first month of the non-duty disability. During the disability, employees must use their time banks in the following order for all work days absent from work: sick, compensatory, vacation, personal leave. An employee cannot supplement their income from the Long-Term disability pay from their time banks to receive "full pay". Only those employees on duty-disability are eligible for continuation of insurance coverages.

B. When an employee becomes ill or disabled, he or she will be placed on a leave 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.

C. 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.

ARTICLE 21
GRIEVANCE PROCEDURE

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

B. A dispute within this Agreement shall be defined to be an alleged violation of a specific provision of this agreement.

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 a consent of the request for a time waiver.

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) days working days (excluding Saturdays, Sundays and Holidays) of receipt of the written grievance. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

Step 3

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

Step 4

If the Association is not satisfied with the decision in Step 3, the final Step in the resolution of the dispute shall be an impartial arbitrator, selected 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 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.

General Provisions

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

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

3. No employee shall be disciplined without just cause.

4. 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.

5. 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 herein before set forth.

6. 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 or she may have received from any source of employment during the period in question.

7. 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.

8. 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.

9. 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.

21.2 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 4 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 statue 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 or she finds that he or she 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. However, each party shall make arrangements to pay its own witnesses.

21.3 Disciplinary Actions

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 or her.

2. Before he or she is required to make any statement, he or she 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.

6. No employee shall be disciplined without just cause.

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, a dispatcher shall have the right to be informed of the complaint and the right to answer the charges in writing.

21.4 Interviews by Supervisors

Whenever a dispatcher 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 where disciplinary actions will ensue.

21.5 Suspension

Dispatchers suspended during investigation are to be suspended with pay.

ARTICLE 22
HEALTH & SAFETY

22.1 The City shall continue to make reasonable provisions for the safety and health of all 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 safe manners at all times.

ARTICLE 23
RETIREMENT & RETIREE INSURANCE

23.1 The Employer agrees to maintain the Oak Park Employee's Retirement Ordinance, Chapter 55-21 through 55-44, specifically referred to as the City of Oak Park, Employee's Retirement System Ordinance.

23.2 Members of this bargaining unit shall be provided with pension benefits in conformance with those prescribed in the pension ordinance under the employee category of "Supervisory and Exempt Employees". All pension benefits are contained in the Employee's Retirement System Ordinance except as modified in Section 23.3.

23.3 In accordance with the provisions of said ordinance, an individual will be eligible for normal retirement upon attaining age 55 with 10 or more years of credited service, or 25 years of credited service, with no age restriction. The monthly benefit formula applicable to said retirement is two and one-half percent (2.5%), multiplied by the years of credited service, multiplied by the final average compensation, to a maximum of 70%.

Final average compensation is the monthly average of the compensation paid to an individual during the period of sixty (60) consecutive months of credited service producing the highest average, contained within the period of one hundred and twenty (120) months of credited service immediately preceding the date employment with the City, last terminated.

Final average compensation will include up to five (500) hours of vacation, holiday, sick and miscellaneous time rolled in.

Employees in this bargaining group will contribute three and one half percent (3.5%) of their pay to base wage.

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

A. 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 not 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.

23.5 Defined Contribution Plan

Members of this Bargaining Unit hired on or after July 1, 2006 shall participate in the Defined Contribution Plan provided by the City of Oak Park Employee's Retirement System, Article 3, Section 55-51 through 55-64.

The City will contribute 7.5% of base compensation to the defined contribution plan (based upon an 84 hour pay period) and match up to an additional 3% of base compensation contributed by the employee.

Employees hired after July 1, 2006, but prior to July 1, 2017 shall be vested after one year of employment.

Employees hired after July 1, 2017 shall be subject to the following vesting schedule:

50% after 3 years of service
100% after 5 years of service

23.6 Healthcare in Retirement

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

B. In the event a retiree shall live in a state which does not provide identical health 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.

C. Effective July 1, 2014, should prescription drug coverage for active employees change in the life of this contract and future contracts, then prescription coverage provided for retirees shall also be changed to the same provided to active employees. Should prescription coverage provided to active employees cease for any reason, the insurance last covering the retirees will remain in effect.

D. The percentage of retiree's insurance premium that will be paid by the City employees hired after January 18, 1993, 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%

Any employee hired prior to January 18, 1993, would qualify for one hundred percent (100%) of 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. Any member that is awarded a duty-disability pension shall have their medical benefits continue to be provided, regardless of time in service, according to all provisions of the Workers' Compensation Act, City Subrogation (Appendix D) clause, and the City of Oak Park's Pension Ordinance.

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.

1. Employees hired on or after July 1, 2006 will not receive any healthcare in retirement, but instead shall participate in an Employee Health Retirement Savings Account, which replaces all insurance benefits for employees hired on or after July 1, 2006 and who subsequently retire.

a. 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.

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

c. 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.

d. 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.

e. 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.

23.7 Life Insurance

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

23.8 All new hires after ratification, September 13, 2011, will be in the City's Defined Contribution Plan or a Hybrid Plan with a 1.5% multiplier, base salary with an employee contribution at 2% to the Defined Contribution Plan with age 55/25 at the City's sole discretion.

ARTICLE 24
STRIKES & LOCKOUTS

24.1 The Association agrees that it will not authorize, sanction, or participate in any strike, work stoppage, work slowdown, or so-called "blue flu," or create or cause any reduction of essential

services during the term of this Agreement. The occurrence of any such acts or actions prohibited 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 and if it does, it shall also be deemed a violation of this Agreement.

ARTICLE 25
LAYOFFS

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

25.2 When promotional positions are discontinued due to layoffs for economic reasons, the dispatcher 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.

25.3 When laid off personnel are re-called to employment, they shall be recalled in inverse order of their layoff. An employees' right to recall is limited to two (2) years. Any dispatcher whose classification is changed because of layoff shall be entitled to the position he or she left it, if it is reestablished.

25.4 The City and Union agree that in the event of layoff, that they will meet and confer at least 30 days prior, to the extent possible, to the effective date of any layoff.

ARTICLE 26
PART-TIME EMPLOYEES

26.1 The Department reserves the right to use part-time employees at its sole discretion.

A. If layoffs occur in the bargaining unit, part-time dispatchers will be laid off first.

B. Part-time employees will work no more than 1,440 hours in a calendar year.

C. Part-time employees will be members of the Union.

D. Part-time employees will have a one (1) year probationary period and may be terminated at any time during the probationary period without recourse to the grievance process. The decision of the Employer will be final.

E. Part-time employees will not receive healthcare, pension, retirement benefits, vacation, sick, personal, or other fringe benefits as outlined in this Agreement. They may also be assigned at the discretion of the Employer.

F. Should a full-time vacancy occur, part-time dispatchers who have completed their probationary period will be offered the position first, if they meet the qualifications.

G. Unscheduled overtime shall be offered to full-time dispatchers first, and if they refuse, it will then be offered to part-time dispatchers.

ARTICLE 27
REQUEST FOR LEAVE TIME OTHER THAN VACATION

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

ARTICLE 28
RESIDENCY

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

ARTICLE 29
EMPLOYEE PREGNANCY

29.1 Pregnancy related illness or sickness shall be treated the same as any other nonduty related sickness or illness under the terms and conditions.

An employee shall report back to work after delivery of the 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.

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

In the event a Dispatcher 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.

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

ARTICLE 30
JURY DUTY

30.1 Dispatchers called for jury duty shall receive their regular pay for those work days during which they serve jury duty. All fees paid for jury duty to a dispatcher must be turned into the City. A dispatcher scheduled to work a midnight shift, before being required to appear for jury duty would be excused from that shift, but would be paid, and his or her jury fee turned into the City.

ARTICLE 31
TUITION REIMBURSEMENT

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

31.2 Members of this bargaining unit who obtain EMD certification or annually complete eight (8) hours of other voluntary accredited training as determined by the Director of Public Safety, shall receive a $750.00 annual bonus. The additional training cannot be a part of the bi-annually mandated 24 hours of dispatch training. The City shall provide for the cost of the training. The first payment shall be made no later than ninety (90) days after ratification, and shall be payable in July each year thereafter if proof of training completion provided.

ARTICLE 32
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 required, shall contribute up to 20% of health 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 33
TERMINATION & MODIFICATION

33.1 This Agreement shall continue in full force and effect through June 30, 2024.

33.2 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 33.1, above.

33.3 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) OAK PARK DISPATCHERS

Maryann Page, President

Bradley Gerbs, Vice President

Gregg Allgeier, POAM Dispatchers 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

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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

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 Unlimited days	60% after out-of-network deductible
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 Limited to a maximum of 120 days per member per calendar year	80% after in-network deductible
Hospice care	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)	100% (no deductible or copay/coinsurance)
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

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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

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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	

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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

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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

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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.

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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

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

Vision Coverage

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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	

APPENDIX D

APPENDIX D

SUBROGATION

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

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

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

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

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

be treated as an advance payment by the Employer on account of any future payment of benefits.

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

APPENDIX E

APPENDIX E **DISPATCHERS WAGE STRUCTURE**
EFFECTIVE 7/1/2021 TO 6/30/2024

EFFECTIVE	START	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
7/1/2021	$43,662.2767	$45,638.4393	$47,713.9621	$49,889.9490	$50,507.0858	$52,824.3849
7/1/2022	$43,662.2767	$45,638.4393	$47,713.9621	$49,889.9490	$50,507.0858	$52,824.3849
7/1/2023	$44,098.8995	$46,094.8237	$48,191.1017	$50,388.8485	$51,012.1567	$53,352.6288

Letter of Agreement

The City of Oak Park, (hereinafter "City") and the Police Officers Association of Michigan Dispatchers Unit (hereinafter "Union") intend to be bound by the terms of this Agreement.

1. The City and the Union agree Article II Definitions Section 2.6 "Retirement Eligibility for Defined Contribution Participants", shall not prohibit an employee who achieves (10) ten years of service as of the date of separation from receiving payment of accrued leave at separation as provided under the contract, in the event the employee was hired after 7/1/09 and before 2/20/18.

2. This Agreement is effective subject to the ratification of the 2021 Tentative Agreement. In the event the Agreement is rejected by the Union this Agreement shall be null and void.

3. The Parties further agree that this Agreement shall be without precedential effect on the Parties and shall not be citied by the Parties in any other matter.

POAM/Dispatchers		City of Oak Park	
06-22-2021		Erik Tungate Erik Tungate (Jun 24, 2021 15:26 EDT)	Jun 24, 2021
By:	Date:	By:	Date:
Maryann L Page 06/21/2021		Megan Burke (Jun 24, 2021 15:29 EDT)	Jun 24, 2021
By:	Date:	By:	Date:

POAM DISPATCHER - LOU RE SEPARATION OF SERVICE PAY

Final Audit Report 2021-06-24

Created:	2021-06-24
By:	Megan Burke (mburke@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhPuiyjpAAZ0zPhOE_sBr7ik4pgM1ACVq

"POAM DISPATCHER - LOU RE SEPARATION OF SERVICE P AY" History

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