MASTER AGREEMENT

between

CITY OF OAK PARK

and

POLICE OFFICERS LABOR COUNCIL (POLC) COMMAND OFFICERS

July 1, 2021 through June 30, 2024

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AGREEMENT

This Agreement entered into on July 1, 2021, the City of Oak Park, a municipal corporation, hereinafter referred to as the "City," and the Police Officers Labor Council representing the Oak Park Public Safety Command Officers Association, hereinafter referred to as the "Association."

PURPOSE AND INTENT

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

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

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

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

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

ARTICLE 1
RECOGNITION & DEFINITIONS

A. RECOGNITION

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

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

B. DEFINITIONS

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

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

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

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

5. Department Seniority shall be determined as of the date of hiring as a Public Safety Officer, regardless of rank. Seniority shall accrue from date of last continuous employment in the Department of Public Safety. A military leave of absence or an approved leave of absence shall not be considered a break in a continuous employment.

6. Unit Seniority shall be determined first by the employee's rank, then, date of rank and finally, by Department Seniority.

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

8. Administrative Employees For purposes of the holiday time provisions of this contract, administrative employees are all sworn officers of the Oak Park Public Safety Department not assigned to the Operations Division.

ARTICLE 2
DUES DEDUCTION

A. 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 3
MANAGEMENT RIGHTS

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

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

C. 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.

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

ARTICLE 4
ASSOCIATION ACTIVITIES

A. Bulletin Board The City agrees to furnish a bulletin board of reasonable size for the use of the Association, separate from the Public Safety Officers bulletin board equipped with a lock. This bulletin board shall be in an area of general access to employees covered by this Agreement. The Association agrees to maintain said bulletin board in a state of good repair and neatness. The

bulletin board is to be used only for notices of Association meetings, Association elections and results and social functions in connection with the Association. The Association shall designate a person who shall be responsible for all notices posted on the bulletin board. Association notices as specified above may not be posted in any other location, except as permitted by the City. In no event shall a notice of derogatory, defamatory or political nature be posted on the bulletin board.

B. 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.

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

ARTICLE 5
STRIKES & LOCKOUTS

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

ARTICLE 6
LAYOFFS

A. When there is an impending reduction in force within the bargaining unit, the employer shall immediately inform and consult with the Association as soon as there is any possibility of said reduction in force.

B. In the event of a reduction in force in the Department, it shall be made among all employees in the same classification as listed in Article 1 – Recognition, according to length of service.

1. The employees with the least amount of service shall be the first laid off and last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, Department Seniority as defined in Article 1 – Recognition, shall prevail.

2. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.

3. Any employee demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he or she was demoted.

C. Any grievance submitted concerning a layoff shall be submitted at the second step of the grievance procedure and the parties expressly agree that they shall expedite the final resolution thereof and be limited to the applicable terms of this article.

D. Employees covered by this agreement shall receive unemployment benefits in accordance with the eligibility requirements set forth in the Michigan Employment Security Act.

ARTICLE 7
GRIEVANCE PROCEDURE

A. GRIEVANCE PROCEDURE

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

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

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

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

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

a. STEP 1 Any employee having a grievance as above defined shall first take up the matter through the departmental chain of command and a designated Association representative, if the participation of the Association representative is desired by the employee. An employee having a grievance shall first gain permission from his supervisor before leaving his job to contact the Association. If not settled, it shall be discussed with the designated representatives of the Association who shall determine whether or not it is meritorious. If not settled in the departmental chain as above defined and if determined meritorious by the Association, it shall be reduced to writing and signed by the employee and the designated representative of the Association. Any grievance not submitted at Step 1 within ten (10) days of its occurrence or notification of the grievant of its occurrence shall be automatically closed. A grievance involving a matter of Association concern may be instituted by the Executive Board of the Association at Step 2. Any discharge appeal initiated by the Association must be filed in writing at Step 3 with the Director of Human Resources.

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

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

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

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

    ii. The arbitrator's award should be reducible to judgment, and enforceable according to appropriate provisions of statute and law.

iii. The decisions of the arbitrator shall be final and binding on all parties. There shall be no appeal from the arbitrator's decision if made in accordance with his jurisdiction and authority under this Agreement.

iv. The expense of such impartial arbitrator shall be shared equally by the City and the Association; however, each party shall make arrangements to pay its own witnesses.

v. The arbitrator shall have no power to add to or subtract from or modify any portion of this Agreement or supplemental agreements between the parties. Any error or mistake of law committed by the arbitrator shall constitute a basis for setting aside said decision or award.

vi. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment or unemployment compensation during the period in question. The City, in no event, shall be required to pay back for more than three (3) working days prior to the date a written grievance is filed.

vii. In the case of a pay shortage, any adjustment shall be retroactive to the beginning of the pay period covered by such pay.

viii. In the event a case is referred to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

ix. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

B. ELECTION OF REMEDIES

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

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

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

C. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES MAY BE BROUGHT

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

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

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

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

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

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

    f. No employee shall be disciplined without just cause.

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

D. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES ARE NOT CONTEMPLATED

1. Whenever any investigation of any employee's alleged violation of Department rules or orders is undertaken regarding a complaint from external or internal sources, the employee shall specifically have the right of representation by the Association at every stage of the proceeding. No charges shall be made against him or her and no written statements shall be taken from him or her except under the following conditions:

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

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

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

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

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

f. No employee shall be disciplined without just cause.

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

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

E. INTERVIEWS BY SUPERVISORS

Whenever an employee 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 whenever disciplinary action is threatened or contemplated, or from which meeting disciplinary actions will ensue.

ARTICLE 8
HOURS OF WORK

A. 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.

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

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

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

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

F. Lieutenants and Sergeants assigned to Operations will be allowed to bid shifts, as provided herein on an annual basis, based upon seniority, as the twelve (12) hour shifts schedule continues, on a permanent basis during the term of this Agreement.

ARTICLE 9
WAGES

Effective July 1, 2021 through June 30, 2022 – all base wages will reflect a 2.5% increase and are based upon 2,184 hours annually:

RANK	HOURLY RATE	ANNUAL RATE
Sergeant	$44.9049	$98,072.3016
Lieutenant	$48.8096	$106,600.1664
Deputy Director	$52.7555	$115,218.0120

Effective July 1, 2022 through June 30, 2023 – all base wages will reflect a 2.5% increase and are based upon 2,184 hours annually:

RANK	HOURLY RATE	ANNUAL RATE
Sergeant	$46.0275	$100,524.0600
Lieutenant	$50.0298	$109,265.0832
Deputy Director	$54.0744	$118,098.4896

Effective July 1, 2023 through June 30, 2024 – all base wages will reflect a 2% increase and are based upon 2,184 hours annually:

RANK	HOURLY RATE	ANNUAL RATE
Sergeant	$46.9481	$102,534.6504
Lieutenant	$51.0304	$111,450.3936
Deputy Director	$55.1559	$120,460.4856

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

ARTICLE 10
OVERTIME

A. Overtime shall be paid in one-quarter (1/4) hour increments.

1. Overtime following the employee's regularly scheduled shift shall be paid at a rate of time and one-half (1-1/2 X) the employee's hourly rate of pay. Compensatory time may not be credited for more than the first hour of overtime.

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

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

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

E. 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.

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

G. 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.

   Additionally, employees may elect to receive pay or comp time or a combination thereof for training above regular scheduled work hours, when it is earned, from this point forward.

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

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

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

I. STAND-BY ALERT PAY

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

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

    a. The Director, Deputy Director, Fire Marshal or Investigation Bureau Commander shall determine the need and number of officers to be available for response to the station.

    b. The commanding officer or his or her designee shall direct that certain officers be placed on stand-by alert, and that they be notified by phone or other means of communication.

    c. A note to the effect that officers have been placed on stand-by alert shall be placed on the Daily Log.

    d. Payment for stand-by alert time shall be made only upon compliance with the above procedures.

J. OPERATIONS PREPARATION TIME

The Deputy Director, Lieutenants, Sergeants shall be granted eighty (80) hours of compensatory time for each contract year to be used under the same provisions as is all other compensatory time, This is in recognition of the time required for such officers to prepare for roll call, the duties completion of the shift and all other matters in excess of the normal shift hours. Half of the hours are to be advanced on the first day of July of the fiscal year, and the other half are to be advanced on the first day of January of the fiscal year.

K. COURT TIME

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

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

L. STAFF MEETINGS

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

ARTICLE 11
MISCELLANEOUS PAYS

A. PROFESSIONAL SKILLS PAY

1. The City will pay each officer $365.00 in recognition of the fact that a peace officer is required to maintain certain professional skills and qualifications.

2. Employees will be paid $182.50 on the first regular pay following January 1st, for the following six months, from January to June. In the first regular pay following July 1st, employees will be paid $182.50 for the following six months, from July to December. Upon separation of service, employees will be subject to reimburse the City for the unworked months, in the above-mentioned six-month cycle.

B. UNIFORM ALLOWANCE

1. There will be an annual uniform allowance of eight hundred seventy dollars ($870.00). Four hundred dollars ($400.00) of this amount is to be paid on a separate payroll check, using the employee's elected method of payroll, in July of each year. The remainder shall be in the officer's "Uniform Account" for expenditure directly with uniform retailers. The "Uniform Account" balance must be used by June 30th of the fiscal year in which it was deposited.

2. Upon appointment, a special five hundred dollar ($500.00) uniform allowance will be provided to any employee who has been assigned or appointed to the Investigation Bureau as a Sergeant or Lieutenant, provided that such assignment is for a period of six (6) months in length.

3. Officers whose regular assignment requires civilian clothes shall receive half of their uniform allowance in July and the other half (1/2) in January of each year.

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

5. Upon promotion to a higher rank, an employee will be provided the following:

Two (2) short-sleeve uniform shirts
Two (2) long-sleeve uniform shirts
One (1) uniform jacket

C. UNIFORM DAMAGE, REPAIR OR REPLACEMENT: No fixed uniform cleaning allowance will be paid. However, the Director of Public Safety shall have the authority to approve payment for the cleaning, repair and replacement of clothing.

D. LONGEVITY PAY: "53-WEEK PAY'

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

   The City of Oak Park, not later than December 7th each year, shall issue special payroll checks to all employees to be paid by the employee's elected payroll method, based on continuous service with the City of Oak Park.

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

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

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

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

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

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

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

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

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

      i. One month to 83 months - Same Longevity Formula as in Section 2 with a maximum of $450.00
      ii. 84 months to 167 months - Same Longevity Formula as in Section 2 with a maximum of $850.00
      iii. 168 months or more - Same Longevity Formula as in Section 2 with a maximum of $1,700.00.

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

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

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

6. Upon separation of service (voluntary, involuntary, or retirement), longevity pay will paid on a pro-rated basis in the employee's final paycheck.

ARTICLE 12
LEAVE TIME

A. HOLIDAYS

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

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

New Year's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Martin Luther King Jr.'s Birthday
Labor Day	New Year's Eve
Thanksgiving Day	2 Floating Holidays

2. On January 1 of each year, the City will advance to all employees assigned to Patrol operations thirteen (13) days or one hundred four (104) hours as a holiday bank under the current work schedule, to be taken by December 31st each year. Administrative employees will be advanced sixteen (16) hours in recognition of the two floating holidays referenced above. Administrative and Investigations employees shall receive eight-and-a-half (8.5) hours of holiday leave pay for each holiday listed above, throughout the calendar year.

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

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

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

6. Upon separation of service (voluntary or involuntary), or retirement, employees shall be bought out of their Holiday Leave, on a prorated basis, except for the two (2) floating holidays which will be paid out. The proration of Holiday Leave will be determined by the number of holidays that have passed up to the employee's termination date.

B. PERSONAL LEAVE

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

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

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

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

C. VACATION LEAVE

Vacation leave is an authorized absence from duty with pay.

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

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

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

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

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

5. Employees shall be permitted to carry forty-two and one-half (42.5) hours accumulated vacation time under the current schedule, into the following year, at the end of the Fringe Benefit year. Due to unforeseen circumstances, the City Manager may grant a carryover of additional time, into the next Benefit Year. If a written request by an employee to carry over additional time is neither denied nor answered within fifteen (15) days of its submission, it shall be deemed to be granted.

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.

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

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

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

    c. Any employee who enters Military Service, shall be allowed his or her 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 accrued vacation leave during the Benefit Year.

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

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

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

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

D. EMERGENCY AND BEREAVEMENT LEAVE

1. Emergency Leave

In the case of serious illness in an employee's immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon the

recommendation of the immediate supervisor and approval of the City Manager. Such time off shall be in accordance with General Order #83.

2. Bereavement Leave

   In the case of a death in an employee's immediate family, as defined below, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days, upon recommendation of the immediate supervisor and approval of the City Manager. In the case of death of spouse, child or parent, an additional two (2) days may be granted, with the approval of the City Manager.

   a. 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 or she has notified the City prior to the date of the funeral.

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

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

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

E. Members of the Command Unit will not have to compete with POAM Patrol or POAM Dispatchers for leave time.

ARTICLE 13
SICK LEAVE & UNSCHEDLED ABSENCES

A. 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.

1. The amount of sick leave shall not exceed eight (8) hours per month, nor ninety-six (96) hours per year for each employee. The accumulation of sick leave shall not exceed one-thousand two hundred (1,200) hours for any employee. Upon proper application, an employee may opt to be paid for fifty percent (50%) of their total accumulated sick hours over six hundred (600) on a yearly basis at their current rate. An employee who chooses payment must so elect in writing within 30 days of the date prescribed in each quarter for sell back.

2. The amount of sick leave used by an employee shall be equal to the number of regularly scheduled hours he or she would otherwise have worked during his or her absence on such leave. Should a change in the workweek occur, accumulated sick leave shall be credited on the

basis of the new workweek schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new workweek schedule.

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

4. Any findings of abuse of sick leave or falsification of illness or disability shall be grounds for disciplinary action up to and including discharge. Sick leave will not be allowed when absence is due to the willful use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while gainfully self-employed or while employed by any entity other than the City of Oak Park.

5. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty no later than 30 minutes before the starting time of his or her particular shift on the first day of his or her absence, and daily thereafter if not hospitalized, or sick leave will be deemed unexcused.

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

7. When an employee receives his or her last check for sickness or disability, he or she will be placed on leave without pay for a period not to exceed one year. 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.

8. Employees shall accrue sick leave at eight (8) hours for each month worked, for every month in which they work or receive compensation for ten (10) workdays. 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.

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

10. Employees will be bought out of fifty percent (50%) of their accumulated sick leave upon retirement only, or the employee's pension beneficiary in the event of death.

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.

12. Members may not donate sick time to other employees.

ARTICLE 14
PROMOTIONS & PROBATION

A. PROMOTIONS

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

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

3. Appointment of Deputy Director

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

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

5. Performance Evaluations

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

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

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

B. PROMOTIONAL PROBATION

Probationary periods for Sergeant and/or Lieutenant ranks shall be twelve (12) months, subject to a six (6) month extension if deemed necessary by the Director. During the probationary period, the employee shall be subject to close scrutiny and evaluation and if found to be below standards satisfactory to the appointing authority, may be removed from the probationary position any time during the probationary period. Such removal shall not be subject to appeal. The removal of a probationary employee from a rank, position, or grade, shall not be subject to the impartial arbitration provisions of the Grievance Procedure (resolution of disputes). All other steps of the Grievance Procedure (resolution of disputes) may be followed should the employee decide to file a grievance. In the event of such a removal, the employee shall resume the position from which he or she was promoted. The employee displaced by this action shall return to the position from which he or she was promoted.

C. DISPLACEMENT OR BUMPING OF PERSONNEL BY PROBATIONARY, DEMOTED, OR LAID-OFF EMPLOYEES

In the event of the removal of an employee from a regular or probationary position, the employee shall resume the position from which he or she was promoted. The employee displaced by this action shall return to the position from which he or she was promoted, and shall be reinstated to the promoted position without competitive examination if an opening occurs within four (4) years. The period of probation served prior to his or her displacement shall be credited to him or her upon reinstatement.

D. OUT-OF-CLASS PAY

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

ARTICLE 15
INSURANCE BENEFITS

A. HEALTH INSURANCE

Effective July 1, 2021, the City shall provide each employee and his/her eligible dependents with Blue Cross/Blue Shield Community Blue 4 Benefit Plan as outlined in Appendix A. For the duration of this Agreement, the City shall continue to enforce the Hard Cap under Public Act (PA) 152. For the duration of this Agreement, if the current Community Blue 4 Benefit Plan exceeds the Hard Cap, the Union agrees to switch to Simply Blue 500 Plan on the following January 1st.

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 compliant with same and avoid penalties.

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

1. 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.

2. 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.

3. PAYMENT-IN-LIEU OF HEALTHCARE

   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.

B. DENTAL COVERAGE

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

C. OPTICAL COVERAGE

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

D. CONTINUANCE OF INSURANCE POLICIES

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

2. The City shall continue to maintain medical, dental, and vision coverage for an employee and their eligible, enrolled dependents while out on a non-duty disability leave, for the duration of the leave.

3. The City shall continue to maintain medical, dental, and vision rider benefits for the widow and children (under 19 years) of an employee killed in the line of duty.

4. 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.

5. 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.

E. LIFE INSURANCE

1. The City shall provide a $40,000.00 term life insurance coverage, with double indemnity for Accidental Death and Dismemberment, for all employees in this Bargaining Unit.

F. SHORT TERM DISABILITY

The City will provide a non-duty disability insurance plan to provide accident and sickness benefits in the amount of sixty-six and two-thirds (66 2/3) percent of the base pay for the employee, not to exceed payments of $4,500.00 per month. The benefits are to be paid according to the terms and conditions of the insurance plan to those employees eligible, who incur an illness, injury or who are disabled other than in the course of their employment. The Short-Term Disability program shall provide for a twenty-eight (28) working day waiting period prior to the commencement of benefits.

G. LONG TERM DISABILITY

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

ARTICLE 16
DISABILITY LEAVE

A. DUTY DISABILITY

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

2. After one year, if an employee is found to be totally and permanently incapacitated from full, unrestricted duty as a public safety command officer, the employee shall apply for a duty disability retirement within the pension system. The process of medical determination of a duty disability retirement shall be that as defined in the pension system May, of 1994. Any employee receiving a duty disability retirement shall be paid at least sixty-six and two-thirds (66-2/3) of their base pay at the time of retirement, whichever is greater, An employee shall remain on duty disability retirement until they reach what would have been normal age necessary for regular, unreduced retirement. At such time the officer's benefit shall be recalculated based on final average compensation at the time of disability retirement utilizing years of service plus years the employee has been on duty disability retirement. There shall be no offsets of any kind to duty disability retirement benefits.

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

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

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

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

B. NON-DUTY DISABILITY

1. When an employee is disabled outside of the performance of his or her job duties, an employee must report the illness or injury to the Human Resources Department, and their immediate

supervisor. Regarding compensation, the City shall provide a Short-Term Disability policy for employees, as outlined in Article 15 - Insurance Benefits, Sections F & G.

2. If the employee is off duty for one (1) year or longer, the City shall restore 14 days of time credits which may have been used during the waiting period.

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

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

Please see the City's Subrogation Clause in Appendix D.

ARTICLE 17
RETIREMENT & RETIREE INSURANCE

A. EMPLOYEE'S RETIREMENT SYSTEM

1. Except as specifically modified in this Contract, the provisions of the Charter of the City of Oak Park dealing with the applicable ordinances of the City of Oak Park, Chapter 55, Article II, Employee's Retirement System shall remain in full force and effect. Provided, however, that individuals who are promoted into this bargaining unit with different retirement benefits than provided for under this Agreement, those benefits will be continued under this Agreement unless the benefits are greater than those being provided to members of this Bargaining Unit.

2. A member is eligible for voluntary retirement if they are a non-covered member (see definition of "non-covered member," Sec 55-31 (b)(2)), who is at least 50 years old, and has 10 years or more of service credit. Members also have the option and are eligible for retirement after completion of 25 years of service, regardless of age.

3. Employees hired after July 1, 2011 and subsequently promoted into the Command Unit, shall have a 2.5% multiplier and a final average compensation calculated based on their effective base wage rate only. Minimum retirement eligibility will be 25 years of service.

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

5. The City shall cause to be paid to the said Employee's Retirement System, all sums determined by the City's system actuary necessary to fund the Employee's Retirement System, together with the Participant's contribution, at the proper level to provide that each non-covered Participant

bargaining unit member's pension would be equal to 2.8% of the Final Average Compensation times the number of years of credited service upon attainment of retirement age.

6. The members of this bargaining unit shall contribute 9.5% of their compensation towards the funding of the Employee's Retirement System.

7. In no event shall a member's pension exceed 70% of Final Average Compensation. For members hired by the City on or after July 1, 1984, not more than the value of 650 hours of any accumulated leave will be added into the Final Average Compensation. If any bargaining unit member has more accumulated leave time, it shall be paid in accordance with current procedures but shall not be folded into the Final Average Compensation.

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

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

10. Members with a minimum of five (5) years of service with the City of Oak Park are eligible to purchase prior municipal time and prior U.S. Military time under the following conditions:

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

a. On a request to purchase prior municipal time, either the prior earnings or current base annual salary, if not military service, will be multiplied by the current contribution rate and compound interest on retirement system net yield added. If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.

iv. There cannot be duplicate pension service credit for any year in both Oak Park and the municipality whose prior municipal time is purchased.

v. There is a maximum buy-back of 5 years of prior municipal service. The buy-back must begin within 3 years of eligibility and the payment be spread over a period no longer than the amount of time purchased.

b. Military Time

i. 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.

ii. 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.

iii. 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.

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

v. 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.

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

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

B. DEFINED CONTRIBUTION PROGRAM (DCP)

As of the effective date of this agreement, all new hired Public Safety Officers have the option upon hire, to be members of the Employee's Retirement System Defined Benefit program, or to participate in the City of Oak Park Defined Contribution Plan (DCP) (City Ordinance Chapter 55, Article III).

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

C. DEFERRED RETIREMENT OPTION PLAN (DROP)

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

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

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

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

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

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

D. HEALTHCARE IN RETIREMENT

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

2. Once a retiree and/or spouse becomes eligible for Medicare, they must participate in the Medicare program, must enroll in Medicare Part B, and must pay for all of its associated costs. The City will provide supplemental coverage to Medicare to the eligible retiree and/or spouse at the time of retirement. Any survivor receiving a pension who receives health coverage from their employer or through a new spouse must participate in those health care programs as primary coverage and the City healthcare shall be supplemental, as long as they continue to receive a City pension.

3. If a member retires after July 1, 2006, and they are married to a City employee or retiree who also received medical coverage from the City, the City has no obligation to provide the retiree medical coverage and payment in lieu of medical coverage. If the couple divorces, then medical coverage will be reinstated, as stipulated by this section and the employee shall again receive the coverage provided by this Agreement.

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

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

   Any current member of the group hired before January 18, 1993, would qualify for one hundred percent (100%) Blue Cross retiree premium paid by the City at twenty years 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 receives a Duty Disability Pension, their medical benefits shall continue to be provided regardless of time in service according to all of the provisions of the Workers' Compensation Act and the Pension Ordinance.

   The Blue Cross/Blue Shield Community Blue Option 4 (or subsequent Simply Blue 500 Plan if the Hard Cap is exceeded during the duration of this Agreement) shall be the base plan at retirement consistent with all the provisions set forth in this Article.

   Members of the Bargaining Unit eligible for retiree health care shall receive prescription drug coverage benefits consistent with that of the current and future negotiated contracts with the active workforce. If the coverage changes for active employees than the retiree benefit will be modified to match the benefit of the active workforce. Should prescription drug coverage cease for any reason, the insurance last covering employees will remain in effect.

5. Members hired by the City on or after July 1, 2011 and subsequently promoted, in the Command Unit the above described insurance benefits for retirement shall not be available. Instead, said individuals will participate in an Employee Health Retirement Savings Account which replaces all insurance benefits for employees hired by the City on or after July 1, 2011 and 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.

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

E. LIFE INSURANCE

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

ARTICLE 18
MISCELLANEOUS PROVISIONS

A. WEAPONS

The City will provide a gun maintenance program to consist of periodic reconditioning of all weapons by a certified technician. It is the intent of this paragraph that all guns be periodically inspected to assure that they are in proper working order, and that they be periodically reconditioned and maintained to keep them in proper working order. The City will provide shotgun racks in each patrol car and will provide shotguns with appropriate ammunition for each gun rack. Gun racks shall be of such a type that only authorized personnel shall be capable of operating the rack to release the shotgun. Each employee occupying a patrol car shall be responsible for the maintenance of the gun rack in operating condition, and maintain the rack in a locked position, except when the shotgun must actually be used. Each employee shall further be charged with the responsibility of keeping gun and gun barrel free from debris and obstruction. The use of shotguns, their

maintenance and deployment shall be subject to orders to be promulgated by the Director of Public Safety or his or her designee.

B. REQUEST FOR LEAVE TIME OTHER THAN VACATION

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

C. VEHICLE FLUIDS CHECK

Each Public Safety officer regardless of position, shall be responsible for the operating condition and proper equipment of the vehicle assigned to them in accordance with the following provisions: All Public Safety personnel shall be responsible for having the oil, water and transmission fluid levels in their vehicles checked and maintained by the Department of Public Works personnel assigned to this function. The location and procedure by which these fluids will be checked shall be established by the Department of Public Works. Public Safety personnel shall be responsible for the inventory and maintenance of all Public Safety and other equipment on vehicles. Only the aforementioned fluid checks are the responsibility of the Department of Public Works. In inclement weather, vehicles not assigned to Operations Division shall also be checked by Operations Division over the weekend or during periods of non-use due to vacations, etc., to ensure they are capable of starting. Any vehicle requiring normal Department of Public Works garage service will be handled in the same manner as is currently done.

D. RESIDENCY

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

E. JURY DUTY

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

F. TUITION REIMBURSEMENT

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

G. EMPLOYEE PREGNANCY

1. Pregnancy related illness or sickness shall be treated the same as any other non-duty related sickness or illness under the terms and conditions of this Agreement.

2. An employee shall report back to work after delivery of her child as soon as her physician certifies that she is physically able to perform her job duties. Failure to so report for work shall constitute just cause for termination of employment.

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

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

5. 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.

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

H. HEALTH & SAFETY

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

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

J. When the current Records Sergeant vacates the position, the position may be filled by a civilian employee.

ARTICLE 19
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.

ARTICLE 20
TERMINATION & MODIFICATION

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

B. 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 A, above.

C. 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 LABOR COUNCIL (POLC) COMMAND OFFICERS

Troy Taylor, President

Shawn Tetler, Vice President

James Stachowski, POLC 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.

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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.

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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

BCBSM Preferred RX Program

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

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

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

Select Controlled Substance Drugs - BCBSM will limit the initial fill of select controlled substances to a 5-day supply. Additional fills for these medications will be limited to no more than a 30-day supply. The controlled substances affected by this prescription drug requirement are available online at bcbsm.com/pharmacy.

Member's responsibility (copays and coinsurance amounts)

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

- any difference between the Maximum Allowable Cost and BCBSM's approved amount for a covered brand-name drug
- the 25% member liability for covered drugs obtained from an out-of-network pharmacy

Benefits		90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Tier 1 - Generic or select prescribed over-the-counter drugs	1 to 30-day period	You pay $5 copay	You pay $5 copay	You pay $5 copay	You pay $5 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $10 copay	No coverage	No coverage
	84 to 90-day period	You pay $10 copay	You pay $10 copay	No coverage	No coverage
Tier 2 - Preferred brand-name drugs	1 to 30-day period	You pay $40 copay	You pay $40 copay	You pay $40 copay	You pay $40 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $80 copay	No coverage	No coverage
	84 to 90-day period	You pay $80 copay	You pay $80 copay	No coverage	No coverage
Tier 3 - Nonpreferred brand-name drugs	1 to 30-day period	You pay $80 copay	You pay $80 copay	You pay $80 copay	You pay $80 copay plus an additional 25% of BCBSM approved amount for the drug
	31 to 83-day period	No coverage	You pay $160 copay	No coverage	No coverage
	84 to 90-day period	You pay $160 copay	You pay $160 copay	No coverage	No coverage

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

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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

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Benefits	90-day retail network pharmacy	* In-network mail order provider	In-network pharmacy (not part of the 90-day retail network)	Out-of-network pharmacy
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs **Note:** Needles and syringes have no copay/coinsurance.	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	100% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug	75% of approved amount less plan copay/coinsurance for the insulin or other covered injectable legend drug
Select diabetic supplies and devices (test strips, lancets and glucometers) For a list of diabetic supplies available under the pharmacy benefit refer to your BCBSM drug list at BCBSM.com/pharmacy.	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	100% of approved amount less plan copay/coinsurance	75% of approved amount less plan copay/coinsurance

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

Features of your prescription drug plan

Custom Drug List	A continually updated list of FDA-approved medications that represent each therapeutic class. The drugs on the list are chosen by the BCBSM Pharmacy and Therapeutics Committee for their effectiveness, safety, uniqueness and cost efficiency. The goal of the drug list is to provide members with the greatest therapeutic value at the lowest possible cost. • **Tier 1 (generic)** - Tier 1 includes generic drugs made with the same active ingredients, available in the same strengths and dosage forms, and administered in the same way as equivalent brand-name drugs. They also require the lowest copay/coinsurance, making them the most cost-effective option for the treatment. • **Tier 2 (preferred brand)** - Tier 2 includes brand-name drugs from the Custom Drug List. Preferred brand name drugs are also safe and effective, but require a higher copay/coinsurance. • **Tier 3 (nonpreferred brand)** - Tier 3 contains brand-name drugs not included in Tier 2. These drugs may not have a proven record for safety or as high of a clinical value as Tier 1 or Tier 2 drugs. Members pay the highest copay/coinsurance for these drugs.
Mandatory preauthorization	A process that requires a physician to obtain approval from BCBSM **before** select prescription drugs (drugs identified by BCBSM as requiring preauthorization) will be covered. **Step Therapy**, an initial step in the "Prior Authorization" process, applies criteria to select drugs to determine if a less costly prescription drug may be used for the same drug therapy. Some over-the-counter medications may be covered under step therapy guidelines. This also applies to mail order drugs. Claims that do not meet Step Therapy criteria require preauthorization. Details about which drugs require preauthorization or step therapy are available online site at **bcbsm.com/pharmacy**.
Mandatory maximum allowable cost drugs	If your prescription is filled by any type of network pharmacy, and the pharmacist fills it with a brand-name drug for which a generic equivalent is available, you MUST pay the **difference** in cost between the BCBSM approved amount for the brand-name drug dispensed and the maximum allowable cost for the generic drug ***plus*** your applicable copay regardless of whether you or your physician requests the brand name drug. **Exception:** If your physician requests and receives authorization for a nonformulary brand-name drug with a generic equivalent from BCBSM and writes "Dispense as Written" or "DAW" on the prescription order, you pay only your applicable copay. **Note:** This MAC difference will not be applied toward your annual in-network deductible, nor your annual coinsurance/copay maximum.
Quantity limits	To stay consistent with FDA approved labeling for drugs, some medications may have quantity limits.

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

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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

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

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

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

Member's responsibility (copays)

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

Eye exam

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

Lenses and frames

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

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

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

Contact Lenses

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

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 or her 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 or her 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 or her death, his or her known dependents or personal representative or his or her known next of kin and his or her 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 or her 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 or her 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 or her 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 or her dependents or his or her 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