MASTER AGREEMENT

between

CITY OF OAK PARK

and

TECHNICAL, PROFESSIONAL, AND OFFICEWORKERS ASSOCIATION OF MICHIGAN (TPOAM)

July 1, 2021 through June 30, 2024

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ARTICLE 1
AGREEMENT

This Agreement, entered into this July 1, 2021, by and between the City of Oak Park, a Michigan municipal corporation, "City," and the Technical, Professional, & Officeworkers Association of Michigan, "Union."

ARTICLE 2
PURPOSE & INTENT

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

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of said service to the public as provided by law.

The Union further recognizes the essential public service here involved and the general health, welfare and safety of the community is dependent upon proper service to the community and agrees to encourage increased efficiency on the part of its members. To these ends the City and the Union encourage to the fullest degree friendly and cooperative relations between the 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 3
RECOGNITION

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the City included in the Bargaining Unit described insofar as the same is permissible under applicable statutes and law.

B. The Bargaining Unit shall include all of the City's regular, full-time hourly, and salaried office clerical, professional/technical, and regular, part-time employees excluding management, supervisors, public safety officers, administrative, confidential, temporary, seasonal and casual part-time employees.

C. A supervisor, for purposes of this contract, is defined by Michigan Employment Relations Commission, as a supervisor (i.e., having the power to hire and fire). Crew leaders, working foremen and office managers are specifically not considered as supervisors for purposes of this contract.

ARTICLE 4
EMPLOYEE DEFINED

A. Regular full-time employees: A regular full-time employee is an individual employed in a full-time budgeted position, and regularly scheduled to work at least ~~36~~ 40 hours per week. Regular full-time employees are entitled to benefits as specifically outlined in this Labor Agreement.

B. Regular part-time employees: A regular part-time employee is an individual employed in a part-time budgeted position, and regularly scheduled to work at least 20 hours per week, but no more than 30 hours per week. The City will not reduce full-time positions to part-time positions without a letter of explanation and without offering the Bargaining Unit an opportunity to hold a Special Conference on the matter.

   Regular Part-time employees hired prior to February 6, 2013 are entitled to only the following benefits per those specific sections of the contract: personal time, vacation time, holiday time, longevity pay and retirement.

   Regular Part-time employees hired on or after February 6, 2013 will not receive any benefits.

C. Temporary/Seasonal/Irregular Employees: A temporary, seasonal, or irregular employee is defined as any individual employed on a temporary, seasonal, or irregular basis, as determined by the Employer, and will not work more than 1,500 hours per year, or only work for a determined seasonal period. If a temporary, seasonal, or irregular employee is used to supplement work due to a leave of absence, worker's compensation, or to supplement the regular work force, the employee will not be represented by the Union, and shall not be entitled to any benefits outlined in this Labor Agreement.

   Furthermore, the use of temporary employees will not result in eliminating Bargaining Unit employees, but will be used to supplement regular work force in some classifications and to fill in for employees who are on an extended leave of absence.

   Temporary and/or seasonal employees shall not be paid at a higher rate than regular full-time or regular part-time employees performing the same or similar work.

D. Retirement Eligibility for Defined Contribution Participants: The term "retirement" in various articles regarding payouts at the time of retirement shall mean that members in the Defined Contribution Program shall be eligible to receive payment at separation, upon achieving retirement eligibility as outlined in Section 55-60, upon attainment of age 55, or a completion of 25 years of credited service, regardless of age.

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

ARTICLE 5
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. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the rights to decide the number and location of plants, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise. It is mutually agreed if and when the City contracts for work presently being done by employees of the Union which results in permanent loss of work, the City shall place said employees into available job classifications in accord with the seniority and layoff provisions contained in this Agreement. In addition, it is agreed that the City and the Union will negotiate each situation involving the contracting of work prior to implementation under the provisions of the Special Conference section of this Agreement. The results of these good faith negotiations shall not be subject to the grievance procedure.

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 or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth.

C. It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work, is vested exclusively in the City. 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 to not fill vacancies for authorized positions and/or classifications. Prior to eliminating a vacancy or classification, the City shall give written notice to the Union of the City's intent to do so and will hold discussions with the Union and give the Union reasons for eliminating such vacancy or classification.

D. The Bargaining Unit shall agree to participate from time to time in a reclassification program for the purpose of updating Job Classifications; with the assurance that no member of the Unit will be down graded insofar as his or her hourly pay scale is concerned as the result of such a survey.

E. Aid to Other Unions

The City will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

F. Maintenance of Agreement

It is understood that, in regard to issues covered by this Agreement and of concern to this Bargaining Unit, that the City must notify the Union of any intention to change such conditions and/or policy in conformance with State of Michigan labor laws.

ARTICLE 6
UNION REPRESENTATION

A. The City agrees to recognize a bargaining committee which shall be composed of no more than five (5) seniority employees of the Bargaining Unit plus the TPOAM representative. The selection of the committee shall be determined by the Union.

B. The City agrees to recognize a grievance committee composed of the Union president, vice-president, secretary and the steward from the aggrieved area. At any grievance hearing no more than two members of the Union and the grievant will be released from work to attend such hearings or special conferences.

C. Upon election or appointment, the City will be notified of members of the Union's bargaining and grievance committees and their alternates and shall deal with only those official members in its business with the Union. The City shall also notify the Union of its officials or designated representatives.

D. The employees covered by this Agreement shall be represented by the Union President and four (4) stewards, whose areas of representation are as follows:

D.P.W., Parks & Forestry	1 Steward
City Hall	1 Steward
Public Safety	1 Steward
Library/Community Center	1 Steward

Each area shall be represented by an alternate steward. The stewards and/or alternate shall be regular employees working in the representation area. Alternate stewards function only in the absence of the regular steward. The Union President or designee may function in the absence of any steward or alternate.

1. Stewards or alternates, during work hours shall be released upon request without loss of seniority, pay or benefits to investigate and process grievances. Stewards will attempt to limit each grievance matter to one-half (1/2) hour period, or less. The Steward(s) shall notify their immediate supervisor should a longer time become necessary.

E. The Union President or Vice-President during working hours shall be released upon request, without loss of seniority, pay or benefits, to investigate and process grievances.

F. The Union President or designee shall be notified of all new hires and will be allowed time with the new hire, to discuss the role of the union in their employment.

ARTICLE 7
UNION SECURITY

A. To the extent that the Laws of the State of Michigan Permit, it is Agreed that: Each employee, who is or becomes a member of the Union, may sign an authorized dues/service fee deduction card and shall do so with the understanding that the deductions shall continue for the length of the contract or until such time as the employee gives written notice to the Employer and Union revoking the authorization.

B. 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.

C. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If the Employer fails to make a deduction for any employee as provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

D. If there is an increase or decrease in Union payroll deductions, such charges shall become effective upon presentation of a signed deduction statement.

E. The employer agrees to deduct the Union membership dues each pay period from the pay of the employees who have requested that such deductions be made.

ARTICLE 8
REMITTANCE OF DUES & FEES, AND REPRESENTATION FEE CHECKOFF

A. Deduction of dues shall be authorized and effective upon the signing of an application by the employee and the first deduction shall be made in the first appropriate pay period of the month and each month thereafter. Multiple deductions are authorized only to correct clerical errors by the City. The employer agrees to provide a dues/fees check off printout to the Union with each dues remittance check.

B. Deductions for any calendar month shall be remitted to the address designated by the President and Treasurer of TPOAM with the list of names and amount deducted for each member, no later than ten (10) calendar days after the date on which they were deducted.

C. The employer shall state the amount deducted and notify the Union's financial officer of the names of employees who, because of a change in their employment status, are no longer subject to

deduction and shall further advise the Union financial officer of the names of all new employees hired since the date of the previous month's remittance of dues.

D. The City shall not be liable to the Union by reason of the requirements of this article for any sum other than that properly authorized for deduction of fees and dues from employees.

E. The Union will defend, indemnify and save harmless the City from any and all claims, demands, suits or other liability which may arise by reason of any action or inaction of the City in connection with the requirements of this article.

F. The employer agrees to deduct from the wages of an employee all dues and fees as provided in an authorization set forth upon the standard form used by the employer. The executed authorization for dues or fees deduction shall remain in full force and effect during the term of this Agreement and may only be revoked by written notice by an employee during the thirty (30) day period immediately prior to the expiration of this Agreement. The termination notice must be given to the employer who will notify the Union of its receipt.

G. Each employee in the Union hereby authorizes the employer to rely upon and to honor certifications by the secretary/treasurer of the Union, regarding the amounts to be deducted, and the legality and the enforceability of the Union representation regarding such deductions.

H. The employer shall provide this service without charge to the Union.

I. In the event that TPOAM, at some future date, charges initiation fees as a requirement for Union membership, any employee who may pay such fees but who is separated before completing their probationary period will be refunded their initiation fee by the Union only if the separated employee requests the refund.

ARTICLE 9
JOINT RESPONSIBILITIES

A. No Strike - No Lockout Provision

1. Under no circumstances will the Union cause or authorize or permit its members to cause nor will any member of the Bargaining Unit take part in any strike, sit-down, stay-in or slow-down, in any plant or property of the City or any curtailment of work or restriction of production or interference with the operations of the City during the term of the Agreement or during any period of time while negotiations are in progress between the Union and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

2. In the event of a work stoppage or other curtailment, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract, that they shall be disciplined, and instruct all such persons to immediately cease the offending conduct.

3. The City shall have the right to discipline any employee who instigates, participates in or gives leadership to any activity herein prohibited.

4. The City will not lockout employees during the term of this Agreement.

B. Special Conferences

1. Special conferences between the Union and the Employer for a discussion of important matters may be arranged by the Union President and the Director of Human Resources & Operations, upon the request of either party. Special conferences may be attended by an agent of the Union, as well as the City's labor attorney or other legal representative. Matters discussed at this type of special conference are separate and distinct from special conferences held as part of the grievance procedure. If, during the course of a special conference, circumstances become known that should be grieved by either party, they will be allowed to file a grievance within five (5) working days of the City's response to the special conference discussion. Union representatives attending a special conference shall do so without a loss of pay. It is also understood that there will be no abuse of paid time off by Union representatives. Denials of such other special conference shall not be made without just reason. These conferences shall be held on a mutually agreeable day and time. The special conference shall not be considered as part of the grievance procedure. In the event more Union representatives are required at any special conference, the Union may request permission for the City to release more than three (3) employees from work. If permission for attendance is granted, the additional Union representatives shall attend the special conference at no loss of pay.

2. It is understood that there will be no abuse of paid time off by those additional Union representatives who receive permission to attend a special meeting. The City's denial of releasing more than three (3) employees for a special conference shall not be subject to the grievance procedure.

ARTICLE 10
GENERAL PROVISIONS

A. Non-Discrimination

The City shall not discriminate against any employee, because of age, sex, marital status, disability, race, nationality, religious or political belief, for Union activities, or any other protected class . The TPOAM Union abides by federal and state laws, the TPOAM International Constitution, and the labor agreement between the Union and the City of Oak Park with respect to discrimination against any member because of disability, age, sex, race, national origin, sexual orientation, religious affiliation, political belief, or any other Federally protected class.

B. Bulletin Boards

The City agrees to furnish a bulletin board in each City building for the use of the Union. The bulletin boards will be located near the time clocks or any other convenient areas approved by the Union. The Union agrees to maintain said bulletin boards in a state of good repair. The bulletin boards are to be used for notices of Union business and information. The union may designate a person/persons who shall be responsible for all notices posted on the boards. Union notices as specified above may not be posted in any other locations other than as designated.

C. Copies of Labor Agreement

The Employer agrees to supply the Union with a digital PDF of the fully executed Labor Agreement, and will post the fully executed Agreement on the City Website.

D. Attendance

The Union will assist the City in instituting an effective attendance control procedure.

E. Tuition Reimbursement

Union members shall be provided the opportunity to receive reimbursement for attending educational courses in accordance with the City Tuition Reimbursement Policy.

F. Miscellaneous Provisions

1. Dress Code
   The City requires all employees to wear identification. This may be in any form, such as an identification nametag, shirts, hats, jackets, etc. These forms of identification will be provided by the City and maintained by the employee.

   a. Solid color shorts that come to the mid-thigh, with no cut-off hems, may be worn by designated employees. Employees who are designated to wear shorts must have pants on the premises, in the case that they have to perform work that would require long pants.

2. Drug Testing
   Property Clerks (and those other clerks volunteering to perform the duties of Property Clerk) are subject to pre-hire and random drug testing.

3. One Time Licensure/Degree Bonus
   The Employer will pay employees who receive additional certifications, licenses and/or degrees, which will enhance their value to the City, a one-time bonus of $350.00. This bonus will be awarded at the discretion of the City.

4. Management will work with employees during any occasion that all qualified Union employees within that Department have been offered the opportunity to work.

The foremen/women will be able to work with employees, and along with the Deputy Director, may have plows on their trucks to assist as needed with snow. All City employees will be able to come in during emergency situations and assist as needed, as long as all qualified bargaining unit employees have been provided the opportunity to work that assignment.

5. The maximum number of continuous hours worked is sixteen with an eight-hour break.

G. Changes in Classification

The City agrees to negotiate a new Classification for employees who are given different and/or additional duties, which substantially vary from the applicable job description or past practice. The wage rate for the new classification will also be subject to negotiation between the Union and the City. If not settled, the matter may be referred to a mediator by either party.

ARTICLE 11
GRIEVANCE PROCEDURE

A. A grievance is defined as a dispute, misunderstanding, misapplication or violation of this Agreement. grievance procedure below shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretations of this Agreement or other conditions of employment.

B. In order to be considered valid and timely, , the grievance must be presented within ten (10) working days of the occurrence or of the employee's knowledge or when he or she reasonably should have had knowledge. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

1. STEP 1 – VERBAL – UNION STEWARD AND/OR SUPERVISOR: Any employee having a grievance shall present it to the employer as follows:

    a. If an employee feels he or she has a grievance, he or she may discuss the grievance with the steward.

    b. The steward and/or the employee may discuss the grievance with the immediate supervisor.

2. STEP 2 – WRITTEN – DEPARTMENT DIRECTOR: If the matter is thereby not disposed of, it will be submitted in written form by the steward to the Department Director. Upon receipt of the grievance, the Department Director shall sign and date the steward's copy of the grievance.

    a. The Department Director shall give his or her written answer to the steward within seven (7) working days of the grievance. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

3. STEP 3 – WRITTEN – HUMAN RESOURCES: If the grievance remains unsettled the Union president or committee person, shall present it in writing, to the Director of Human Resources within seven (7) working days after the response of Step 2 is due. The Director of Human Resources shall sign and date the Union's copy.

    a. The Director of Human Resources shall arrange a meeting with the Union Grievance Committee within seven (7) working days (unless mutually extended) of the date of appeal of the grievance.

    b. The Human Resources shall answer the appealed grievance, in writing, within seven (7) working days of the meeting. The lack of a written answer within this time period shall be deemed to be a denial of the grievance.

4. STEP 4: MEDIATION AND ARBITRATION: Grievances, which address economic damage or loss for a grievant, a group of grievants or the Bargaining Unit as a whole, whether, at the time of the grievance or the impact of the City's action creating such damage/loss, will be eligible for arbitration. Grievances, which are not clearly eligible for arbitration, will be processed to mediation. Should the Union and the City disagree as to the eligibility of a grievance for arbitration, such grievances will be processed through the mediation step. The mediator will assist the parties to resolve grievances and will also have the authority to recommend arbitration as a final recourse to settle the grievance dispute. It is also understood that any grievance not subject to arbitration shall be settled at Step 3 or in conjunction with Step 3 and mediation.

    a. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union president shall refer the matter to TPOAM.

    b. If the dispute(s) remain unsettled and the Council or the local wishes to carry the matter(s) to arbitration or mediation, notice, in writing, will be given the City within sixty (60) days of the Director of Human Resources' written decision at Step 3 (or lack of a written decision). The parties shall attempt to select an Ad Hoc arbitrator within thirty (30) days of such notice. If the parties are unable to mutually agree to an Ad Hoc arbitrator (simple no on either side), demand for arbitration will be made to and in accordance with the American Arbitration Association Rules and Procedures within 30 days from the date the Union notifies the City of their intent to proceed to arbitration.

    c. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.

    d. There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement. Errors of law or fact by the arbitrator shall be the only grounds for appeal of the arbitrator's decision.

e. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

C. General Conditions

1. A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated.

2. When one or more grievances involve a similar issue, those grievances may be held in abeyance pending the disposition of the appeal of the representation case. There shall be mutual agreement as to which grievances shall be held in abeyance. In such event, the holding in abeyance will not affect financial liabilities.

3. Any grievance not answered within the time limits by the employer shall be deemed a denial of the grievance and the Union may proceed to the next step of the grievance procedure.

4. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the employer's last answer.

5. The time limits may be waived by mutual agreement, in writing, and signed by the Union president or his or her designee and the appropriate representative of the City. It is understood that workdays for the purposes of the grievance procedure do not include Saturdays, Sundays or Holidays.

6. The employer shall compensate during regular working hours, the grieved employee or other employees, if on the payroll, steward and grievance committee for time spent in arbitration hearings, provided the aforementioned are witnesses or participants in the case.

ARTICLE 12
DISCIPLINE & DISCHARGE

A. Disciplinary actions for just cause shall include the following:

Oral reprimand
Written reprimand
Suspension(s) (notice to be given in writing)
Discharge

Disciplinary action may be imposed upon an employee for failing to fulfill his or her responsibilities as an employee and as stated in the adopted Rules of Conduct and Responsibilities of the City of Oak Park.

The term "disciplinary action" shall further be defined as any action which would result in a loss of wages, fringe benefits, seniority, or a lowering in rank or change in classification. Further, that the definition of "disciplinary action" shall not apply in the case of a promotional type grievance.

The above listing of disciplinary actions shall not preclude the City from appropriately disciplining employees by applying any of the disciplinary steps regardless of the order of the above listing should circumstances warrant.

B. Disciplinary action involving an oral and/or written reprimand(s) may be processed as a grievance through Step 3 of the regular grievance procedure.

C. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

D. The employee, upon being confronted with a written reprimand, is required to acknowledge notice of said reprimand by his or her signature. The signature of the employee on the written reprimand is not to be construed as his/her agreement with the charges but is to be considered only that he or she has knowledge that such a reprimand is in existence. In the event the employee refuses to sign said reprimand, the Union President, Union Steward and/or Officer will acknowledge that such a reprimand is in existence with their signature on behalf of the employee.

E. The City shall not discharge any employee without just cause. If, in any case, the City feels there is just cause for discharge, the employee involved will be suspended for five (5) days. Pending approval from the City, the employee may use accumulated sick and vacation leave to receive pay during the suspension. If approval is not granted, the suspension will be served without pay. The employee and the president of the Bargaining Unit will be notified, in writing that the employee has been suspended and is subject to discharge. Employees facing discharge shall be granted a pre-termination hearing at which time; the employee will be presented with the charges against him or her, along with an explanation of the employer's evidence. The employee will then have an opportunity to respond to the allegations and evidence presented.

F. The Union shall have the right to take any suspension and/or discharge it deems to be arbitrary, capricious or unreasonable, to the third step of the grievance procedure and the matter shall be handled through the applicable arbitration procedure where necessary. An employee, at his or her own discretion, may be represented by a representative of TPOAM, or his or her own legal counsel. If the employee chooses his or her own counsel, it is understood that he or she must notify the Union and sign a release form. No hearing shall be held prior to the City receiving a copy of the release form signed by the employee. It is understood, however, that this hearing is not established to litigate the problem or charges but serves only as an opportunity for both parties to present their viewpoints.

G. Probationary employees are not subject to the provisions of Article 12 herein.

H. In administering progressive discipline, the City shall not take in account any discipline, which occurred more than 24 months previously unless the infraction resulted in a suspension of three days or more.

I. Criminal Charges

1. Employee(s), who have criminal charges brought against them by the City or a private citizen, are entitled to secure their own personal legal counsel. The Union will not represent any employee for criminal charges. The City will meet with the employee and their counsel, upon request, to review and present any charges anticipated towards the employee. Suspended employees who have criminal charges brought against them will not be paid for a period of five (5) work days; thereafter, pending approval of the City, the suspended employee may be allowed to use sick and vacation leave until their accumulation is exhausted. If approval is not granted, the suspension will be served without pay.

2. Any grievance(s) filed by the Union protesting the discharge and/or suspension will be held in abeyance without jeopardy to time limits at the arbitration step of the grievance procedure until the courts have rendered a decision on criminal charges against an employee.

ARTICLE 13
SENIORITY

A. Seniority Guidelines

1. There shall be three seniority lists: unit-wide, department, and classification. Where employees have the same number of days in the seniority for each list, placement shall be based on comparison of the last four digits of each employee's social security number. The employee with the lower four-digit number shall be placed highest on the seniority list. (The number zero shall be the lowest number.)

2. When an employee bids and is awarded a different position, he or she shall be placed on the appropriate seniority lists for that new position. When he or she successfully completes the trial period for the new position, he or she shall be credited with seniority for the time served during the trial period. If an employee remains within the Bargaining Unit, the seniority in his or her former department shall be frozen and may be applied for the purposes of job bidding in the event he or she returns to the former department.

B. Out of Bargaining Unit Seniority

1. Employees who are promoted or permanently transferred to positions under the employer that are not covered in the Bargaining Unit (Supervisory/Management) shall have their Bargaining Unit seniority frozen as of the permanent date of entry into the non-bargaining unit position. Such employees shall retain their frozen Bargaining Unit seniority but not accumulate further seniority while out of the Bargaining Unit.

2. If an employee is returned to the Bargaining Unit after permanent entry into a non-bargaining unit position the frozen unit seniority will not apply and he or she shall only return to a vacant position provided all Bargaining Unit members have exhausted their rights to bid on such

vacancy. It is understood that an employee returning to the Unit will then have his or her frozen seniority reinstated and recognized if he or she was a member in good standing in the Union and has a withdrawal card.

3. If an employee in the Bargaining Unit is temporarily transferred to a position not included in the Bargaining Unit and is thereafter transferred back to his or her position within the Bargaining Unit, seniority shall have continued to accumulate while temporarily working in the position outside the Bargaining Unit limited to three (3) months except where mutual agreement is reached.

C. Seniority Lists

1. The employer shall keep accurate classification, departmental and unit-wide seniority lists, which show names, job titles, and date of hire of all employees in the Bargaining Unit. These lists shall be provided upon request.

2. Classifications for seniority purposes are as set forth in the attached wage scale, as found in Appendix F.

D. Seniority of Officers

The Union president, vice-president, and stewards shall possess super seniority for the purposes of layoff.

E. Part-Time Employees

Part-time employees may exercise their part-time seniority for any part-time vacancy, provided their seniority is greater than other applicants and are qualified for such part-time position. For the purpose of this section seniority shall be determined by the last official date of hire into a regular part-time Bargaining Unit position. After vacancies are offered to qualified full time employees applying for the promotion, the City will consider qualified part time employees along with qualified applicants outside of the bargaining unit. Part-time employees awarded a full-time position shall have their seniority prorated and entered on the unit-wide seniority list. Proration shall be based on the regularly assigned hours. Full-time employees transferring to a part-time position will suffer no loss in their hourly rate but shall be subject to a proration of seniority in accord with the provisions of this section.

F. Loss of Seniority

Seniority shall terminate if an employee:

1. Quits or retires.
2. Is discharged for just cause.
3. If he or she is absent for five (5) consecutive work days without permission of the City, unless as a result of physical impossibility.
4. If he or she is absent for five (5) consecutive workdays without justifiable reason.

5. Gives a false reason to obtain a leave.
6. If he or she fails to return to work upon termination of any leave of absence without a bona fide excuse acceptable to the City.
7. Separates as a result of a settlement covering total disability.
8. Does not return to work when recalled from a layoff as set forth in recall procedure.
9. Absent from work longer than one year for a non-duty disability or two years for a duty related disability.

In certain cases, the Employer may make exceptions to the loss of an employee's seniority.

ARTICLE 14
PROBATIONARY PERIOD

A. A new employee shall be a probationary employee without seniority until they have been employed for a period of one (1) year, at the end of which period they shall be either terminated or entered on the department-wide seniority list and the unit-wide seniority lists of the City, as of the first day of their employment.

B. In the event an employee is considered marginal, and not performing up to the City's standards, their probation may be extended.

C. An employee laid off during his or her probationary period and re-hired within ninety (90) calendar days following his or her last day of work will be considered to be completing the probationary period which he or she has previously started. An employee who completes his or her probationary period in this manner shall be credited with (1) one year retroactively from the day he or she completes his or her probationary period for the purpose of determining his or her date of employment and position on the department-wide, unit-wide and classification lists. An employee who has not completed the probationary period and is re-hired after ninety (90) calendar days will be considered a new employee and will begin a new probationary period.

D. After serving six months of the probationary period the employee will be entitled to the commencement of all applicable benefits (excluding retirement until vested) and to comply with the Union Security provisions defined in this Agreement.

E. The Union shall represent probationary employees except for discharge and disciplinary action.

F. Part-time employees will be on a probationary period for one year.

ARTICLE 15
PROMOTIONS & JOB VACANCIES

A. All job vacancies or newly created positions within the Bargaining Unit shall be filled on the basis of qualifications and seniority. The term "qualifications" for the purpose of this article, shall mean, on the job experience, educational and vocational experience and meeting the testing

requirements conducted for the purpose of filling the position including but not limited to oral interviews and/or written tests. All qualifications being equal, the position shall be awarded based on seniority.

B. All job vacancies shall be posted for a period of seven (7) calendar days on all City and Union bulletin boards and shall set forth the minimum requirements for the position. Employees interested shall apply in writing within the posting period.

C. The City shall furnish the Union president with a copy of each posting at the time of the posting.

D. If there are no qualified full-time applicants within the union, the City may fill the position from qualified applicants outside of the bargaining unit.

E. The City determines the type of job related testing procedure to use for promotional purposes.

F. Part-time bargaining unit members shall be considered for promotions and job vacancies, after full time bargaining unit members, on an equal basis with other qualified non-union applicants.

G. Trial Period

1. The employee(s) awarded the promotion shall be granted a ninety calendar day trial period to determine:

    a. Their desire to remain in the position
    b. Their ability to perform the job

2. During this trial period, the employee shall have the right to revert back to their former classification without loss of seniority or benefits.

3. If the employee is unsatisfactory in the new position, notice shall be submitted to the employee, in writing, by the City. The denial of any promotion or job bid if considered unjust, shall be a subject for the third step of the grievance procedure.

4. During the trial period, employees will receive the appropriate pay rate of the job they are performing and will continue to accrue benefits and unit-wide seniority. The appropriate pay rate shall be as follows:

    a. Higher Classification - The employee will move to the step in the new wage range that provides a minimum of a 5% increase in pay. This only applies when a promotion occurs to a classification in a higher pay grade.

    b. Lower Classification - Move to the same pay step as their current classification.

5. The employee will be added to the appropriate seniority list as of the date of transfer into the new position.

6. Probationary employees may accrue time on probation, concurrently with their trial period.

H. New Classifications

1. The employer reserves the right to establish the job descriptions and minimum qualifications for all positions. If there are significant changes made in the methods of operation or duties of a classification, or a new classification is established that becomes part of the bargaining unit, the City and Union shall bargain on the rate of pay for the new or revised classification. Such rates shall become effective the date that those changes were effective or the new position is awarded, or filled.

2. Any new classification or significantly changed job will be filled according to the procedures of this article.

ARTICLE 16
TRANSFERS

A. The City reserves the right to assign employees within their classification to any department or division in the City. The Employer will post position vacancies as they become available.

B. Any employee who desires a transfer within their classification may notify the Director of Human Resources at the time of a position vacancy posting.

ARTICLE 17
TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

A. Any employee, when working one (1) day or more in a higher classification, shall be paid according to the highest step in that classification. The pay shall be effective at the first hour worked in the higher classification. This applies only to those classifications within the bargaining unit.

1. The temporary assignment must be authorized in advance by the Human Resources & Operations Department.

2. The temporarily assigned employee must have be able and available to do the work of the higher classification, and meet the minimum qualifications of the higher classification.

B. If an employee temporarily transfers to a lower classification at the direction of the City, they will continue to be paid at their current higher classification rate.

ARTICLE 18
LAYOFF

The word "layoff" means a reduction in the working force due to a decrease of work or a lack of funds, including reduction of revenues.

A. When there is a reduction of the working force, the following shall govern in layoffs. Nothing contained in this Collective Bargaining Agreement shall prevent the Union and the City from negotiating reduced work schedules or alternatives to curtail layoffs.

1. Seasonal, temporary, and irregular employees in the class series (generic classification regardless of level) affected, within the department affected, shall be laid off first, except in specialized recreational programs, i.e., dancing and skating instructors, and summer seasonal employees hired to perform lawn mowing, leaf collecting, and concrete removal providing that the use of such seasonal employees shall not result in the elimination of Bargaining Unit positions.

2. Probationary employees in the affected classification, and department shall next be laid off.

3. Regular part-time employees, in inverse order of seniority shall then be laid off in the class series affected from the affected department.

B. If additional layoffs are necessary, regular employees in a generic class series shall be laid off in inverse order of their seniority in the department affected by the layoff. Any employee who may be laid off or is notified of a layoff may exercise departmental seniority to bump the next lower seniority employee within the same department. Any employee who exercises seniority rights to retain employment must meet the minimum requirements of the position and be able to perform the work with normal instructions and supervision.

1. If an employee is unable to bump a lesser seniority employee within the same department, the employee may exercise unit-wide seniority to bump the next lowest seniority employee (unit-wide) provided he meets the minimum requirements and is able to perform the work with normal instruction and supervision.

2. In the event that an employee bumps into another position, the employee must return to his/her former position when it becomes vacant.

3. When bumping, the employee must meet the minimum requirements of the position and will be allowed the standard trial period for that particular position.

4. An employee has a choice at the time of their notification of layoff to decide not to bump into any other bargaining unit position. This decision alone shall not make them ineligible to receive unemployment benefits.

C. All employees facing layoffs shall be notified in writing at least fourteen (14) calendar days prior to the actual layoff, and the Union president shall be furnished a list of those laid off at least fourteen (14) days prior to the actual layoff.

D. In the event of a shortage of materials, machines, or equipment breakdown, or in the event of an emergency beyond the control of the City, including but not by way of limitation, acts of God such as flood, fire, storm or power failure, or public health emergency, where the resulting situation warrants, the City shall have the right, without providing the 14-day notice set forth above, to make temporary adjustments in the work force not to exceed five (5) working days without regard to seniority.

E. If the layoff exceeds five (5) working days, the work force shall be adjusted according to the layoff procedure as described.

ARTICLE 19
RECALL PROCEDURE

A. When the workforce is increased after a layoff, employees shall be recalled in inverse order of layoff. Notice of recall shall be sent to the employee's last known address by certified mail, return receipt requested.

B. A laid-off employee shall remain eligible for recall for eighteen (18) months from the date of layoff.

C. If an employee fails to report to work within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, the employee shall be considered as having voluntarily quit without good cause attributable to the employer.

D. An employee shall have the right to decline offered work, not of a similar nature, and therefore, may be bypassed for this reason. An employee recalled to a position other than his or her laid-off position, must meet the minimum requirements of that position and shall serve the appropriate trial period for the new position. If the employee does not qualify to become a regular employee in that position, the employee shall be laid off and returned to the recall list.

E. Employees shall notify the City of their residential address or any change of address, and they shall be responsible for any changes therein.

ARTICLE 20
WORKING HOURS, SHIFTS, PREMIUM PAY & ATTENDANCE

A. Working Hours

For periods before June 8, 2010:

1. The standard work week shall consist of five (5) consecutive eight- (8) hour work days with the remaining two (2) consecutive days designated as the 6th and 7th day of the

employee's work week and shall be known as "Off Days". The currently established workweek and shift starting and ending times shall remain as is established. A workweek shall not be changed for the purpose of avoiding payment of overtime.

Any permanent change of the current workweek and shift shall be negotiated between the City and the Union. Any temporary change shall be limited to current practices provided those practices do not conflict with provisions of this Agreement.

B. Shifts and Premium Pay

1. Any employee who regularly begins his or her work schedule on or after 11:30 a.m. shall be paid a shift premium of twenty-five (25) cents per hour above and beyond the wage rate established in this Agreement.

2. Any employee who regularly begins his or her work schedule on or after 8:00 p.m. shall be paid a shift premium of thirty (30) cents per hour above and beyond the wage rate established in this contract.

3. Library staff may be scheduled to work one evening per week and one Saturday and one Sunday per month as part of their regular workweek. Compensation for working a scheduled 5 hours on Sunday will be at a double time rate, which equates to 10 hours pay at straight time. The employee must use 8 of these hours as part of their 40-hour workweek and the remaining 2 hours will be paid or banked as compensatory time. For those remaining 2 hours, the City will determine the choice of overtime vs. compensatory time, which will apply to all Library employees working Sundays. An employee who calls in sick or uses a personal day on a scheduled Sunday must utilize 8 hours from their time banks to complete their 40-hour workweek. Any Library employee scheduled to work a Sunday, who is requested to work during that week on their scheduled day off, will be paid time and one half for working the first off day, (6th day) and double time for working a second off day (7th day) that week. Shift premium will apply on Sundays for purposes of pay but not compensatory time accumulation. Schedule adjustments will be made for working Saturdays.

   Library employees who are regular full time employees are those "hired by the City on a full time basis scheduled at least 40 hours per week" (Art.IV, Sec 1) and since full time library employees who work one Sunday per month are being compensated for a full workweek (plus overtime or compensatory time) nothing in this section on Sunday work shall be construed to change the full time status of library employees.

   The parties reserve the right to negotiate and modify the Library schedule regarding work on Sundays, during the life of the current agreement.

4. Exceptions to the working hours and shift premiums are one Administrative Clerk position in the Recreation Department and employees working in the Department of Information Technology

5. Any failure to respond to offered overtime will be charged to an employee, however, should a member callback within 10 minutes after the initial call and be available for work, but is no longer needed, no charge will occur.

C. Wash-up, Breaks and Lunch Periods

1. There shall be two (2) five- (5) minute wash-up breaks allowed each employee, one prior to lunch and one prior to quitting. The five- (5) minute wash-up period granted each employee may be considered as part of the time the employee is permitted to leave the premises.

2. All employees are entitled to a paid or unpaid lunch break, as is established by current practice.

3. Employees shall receive a fifteen (15) minute paid rest period during the first half and second half of their work shift, based on their current workday and scheduled regular workweek. Employees unable to take their break during the workday may be allowed to leave work early or may extend their lunch period but may do so only with the express consent of their supervisor. A refusal to permit an employee to leave early because of a missed break shall not be the subject of a grievance. All employees may, on occasion, if working conditions permit, work through their lunch period or through one or both of their breaks, and leave work early but only may do so with the express consent of their supervisor. These are not meant to be regular practices and are not to be used in combination (break times plus lunch period) in the same day to leave work early.

4. Employees working in a one-person office shall be allowed lunch and breaks at reasonable times.

D. Work Week Make-up/Shortage

Employees who fail to complete their regular workweek and any scheduled workweek may utilize their accrued leave time in order to receive pay for not more than the regularly Scheduled hours for that week if approved by their Supervisor or may work additional hours if they are available with permission of the Supervisor. The failure of a supervisor to grant permission is not grievable.

E. Overtime Rest Period

Where feasible, employees who work beyond their regular shift shall receive a thirty- (30) minute rest period, without pay, before being required to commence work on the next shift. In addition, they shall receive the regular paid rest periods during said overtime.

F. Shift Time

Employees, except Code Inspectors and Animal Control/Code Assistance Officers whose normal work schedule requires their working swing shifts, shall not be required to report to work on a new shift unless at least eight (8) hours have elapsed since their previous shift ended.

G. Attendance

1. Employees are expected to be regular in their attendance and to observe the working hours established by the City.

2. All employees of the unit shall be permitted one (1) six- (6) minute non-chargeable tardiness per pay period. All employees absent without authorized leave, or who report late on any given shift (exclusive of the six- (6) minute grace period) shall be charged by way of pay deduction in the following manner:

   1- 15 minutes late - 1/4 hour
   16-30 minutes late - 1/2 hour
   31-45 minutes late - 3/4 hour
   46-60 minutes late - 1 hour

3. Arrangements for time-off must be made with the employee's immediate supervisor, in advance, and in accordance with the provisions of the leave restrictions under which the time-off is to be taken.

4. If, for some legitimate reason, the employee is unable to report for work at the established time set by the City for his/her particular shift to begin, they will make good faith effort to notify the department's supervisor and/or his or her designee on duty prior to the start of the shift or no later than one half hour after the start time, unless physically impossible. Failure to do so may result in disciplinary action as set forth in the disciplinary article.

5. A continuing balance of each employee's total leave time will be provided with the employee's pay.

6. It is recognized that the City has the right to make such investigations as are reasonable and necessary relative to any employee reporting or calling in sick during regular working hours.

H. Effective February 6, 2013:

1. All employees will revert to 40-hour schedule within 21-days of ratification by the City.

2. DPW, Code Assistance, Public Safety and Technical and Planning will revert to a five (5) day eight (8) hour per day schedule within the 21-day period noted above.

3. The City reserves the right for other employees to determine whether to use the schedule above or the schedule in this provision. On a bi-weekly basis, the City will establish a four (4) day thirty-six (36) hour workweek for one week in the pay period and a five (5) day forty-four (44) hours workweek in the second week where the employees will work from 8:00 am – 5:00 pm on four (4) days and 8:00 am – 4:00 pm on Friday. Each member scheduled

under this provision will be scheduled to work the eight (8) hour day every other Friday to establish their eighty (80) hour per pay period. All hours will be paid at straight time under this provision. The Implementation Sheet for this schedule is attached.

Once a regular workweek is established for each employee, the regular workweek will not be changed, except during holiday weeks if determined by the City or based upon operational needs caused due to a reduction in the work force or individuals in the bargaining unit being off on sick or other leave.

Two weeks notice of a change will be provided.

4. Employees covered in H(3) above on a regular basis may be changed to a five (5) day 40-hour work week with not less than 90-days notice at the City's discretion.

5. The provisions above will not change the ability of the Library to schedule pursuant to Article 20, B(2) and the City to schedule pursuant to Article 20, B(4).

6. All bank times will be converted to hours based upon an eight (8) hour day and a forty (40) hour week. All hours used by a member will be charged hour for hour based upon the employees scheduled day or time off.

I. Clerical Hours at City Hall

(Including Water Clericals) And all others on Article 20 – H(3) above Schedule excluding Library.

8:00 a.m. to 5:00 p.m.
½ hour for lunch

J. Paid Benefits

1. Sick Leave – Presently receive 96 hours of sick leave per year and will continue to accumulate 96 hours per year. Charged hour for hour for time off on sick leave. No reduction in the number of hours. Total conversion to hours.

2. Bereavement Leave – Presently receive two or three days (16 or 24 hours). The number of days will remain the same. Not hour for hour.

3. Emergency Leave – Can receive pay for up to 3 days or 24-hours. Hour for hour.

4. Holiday Leave – 13 holidays times 8 hours or 104 hours of pay for holidays. Hour for hour.

5. Vacation Leave – Hour for hour will be charged for use, this includes sellback and carryover. All purposes.

6. Personal Leave – Presently 3 personal leave days per year or 24-hours. The 24-hours will remain. Charged hour for hour.

7. Compensatory Time – Hour for hour.

8. Library Hours:

   4 Days 9:00 a.m. – 6:00 p.m. with 1 hour unpaid lunch
   1 Day 11:00 a.m. – 8:00 p.m. with 1 hour unpaid lunch

ARTICLE 21
OVERTIME COMPENSATION

A. Employees will be paid at one and one-half their regular hourly rate in the following instances:

   Time worked in excess of their regularly scheduled hours.

B. Overtime shall not be pyramided or compounded or paid twice for the same hour worked.

C. When an employee is called into work to perform an emergency service, other than during his or her normal shift hours, he or she shall be paid a rate equal to one and one-half times his or her regular rate. Work performed on Sundays and Holidays shall be paid at a rate equal to two times his or her regular rate.

   1. Any employee called to work outside of their regularly scheduled shift after the hour of 12:00 midnight and before 4:00 a.m., they shall be paid a minimum of two and one-half (2 1/2) hours at the appropriate rate.

D. Any employee who is regularly scheduled to work throughout the year on Saturdays and/or Sundays as a part of their normal work week shall not be eligible for overtime pay for the normal work hours on those days.

   1. The two (2) off days (except for Code Inspectors and Code Assistance/Animal Control Officers) shall be consecutive and shall be considered for overtime purposes, the 6th and 7th days of their work week.

E. Any employee who works Saturday or the 6th workday shall be paid at the rate of time and one-half (1 1/2) his or her regular rate. Any employee working Sunday or the 7th workday shall be paid two (2) times his or her regular rate.

F. Employees may elect to take compensatory time, in lieu of payment for overtime hours worked, where permission is granted by the immediate supervisor. Employees may bank a maximum of 240 hours of compensatory time.

G. Employees who are scheduled to work during regular hours and who report in, but are sent home due to lack of work or inclement weather conditions, will be paid a minimum of four (4) hours at their regular rate. Employees may at their option use any paid leave to complete the workday.

H. Paid time granted during the work week under consideration for overtime pay shall be included as time worked in the computation of forty (40) hours worked.

I. Any employee contacted by phone for emergency call back is required to appear for duty as soon as physically possible. Failure to appear for emergency work when contacted by telephone shall permit disciplinary action in accordance with the discharge and discipline article, up to and including discharge.

J. Any employee called for emergency work two (2) hours or more before his or her regularly scheduled starting time or any employee who is required to work more than three (3) hours beyond his or her regular scheduled quitting time shall be granted a one-half (1/2) hour break with pay for the purpose of obtaining meals. The immediate supervisor shall determine the time for such meal breaks so as not to interfere with maintenance of work schedules.

K. Equalization of Overtime

1. Overtime work shall be on a voluntary basis (except as provided for in Section 1(i)), and shall be distributed as equally as possible to qualified employees working within the same department.

2. Overtime lists for the Department of Public Works and the Department of Technical and Planning Services shall be maintained, showing the number of overtime hours each employee has worked or been charged with, and will be posted at the end of each pay period by the City on Union bulletin boards, unless mutually agreed otherwise.

3. Division Overtime lists will be broken down into the following categories:

    a. Division Employees
    b. Non-Division Departmental Employees
    c. Departmental Probationary New Hires
    d. Non-Departmental Employees

    These categories will be utilized for call-in purposes when overtime exists, resulting in a fair and equitable distribution of overtime for both Departmental and Non Departmental employees.

4. The qualified employee with the least amount of overtime on each Division list will be given the first opportunity to the available overtime and so on up the list in an attempt to equalize the overtime hours. Those jobs, by their nature, requiring a continuity of personnel, or an uninterrupted flow of work from straight time to overtime shall be exempt from this provision.

5. Any employee refusing to work overtime will be charged with such refused overtime hours on the appropriate Division overtime list, regardless of the cause of refusal in concurrence with Article 21 K (2), which states details about charging overtime with a 10 minute call back period per the Tentative Agreement.

6. If the number of employees needed for overtime cannot be filled from the fully qualified and trained personnel within the specific Division, the City may offer overtime to other employees.

7. All overtime hours will be recorded on a continuing basis by each Department and will be reverted to zero (0) at the beginning of each fiscal year. Probationary new hires, employees transferring into a Division or Department, and Non Departmental Employees, will be charged with the highest number of overtime hours accrued by employees in the same Division or Department.

L. Overtime hours will be computed from July 1st through June 30th of the following year. The Employer will provide the number of hours charged against each employee's account and the number of overtime hours each employee worked.

M. Employees will be required to maintain a minimum of fifty percent (50%) overtime participation unless the employee is officially excused from working overtime. Measured percentages will be calculated based on an average of an employee's percent response to offered events and an employee's percent worked of total hours offered.

N. Employees may be excused from overtime based primarily on the merit of the individual's request and then on a first-come, first-served basis. Management reserves the right to limit or deny an individual's request if it is determined to be a detriment to department operations.

1. As of the effective date of this Agreement, Department of Public Works employees will be required to maintain a minimum of fifty percent overtime participation. The measured percentages will be calculated based upon the employee's percent of response to offered occurrences, and the employee's percent worked of total occurrences offered. Both scheduled and emergency overtime offers are to be included in this calculation and details of charged overtime for call-in will be consistent with overtime sections of this agreement. The percentages will be reviewed each quarter and must be based on being offered a minimum of two overtime opportunities. Failure to maintain at least fifty percent per quarter will result in a Level 1 offense in the Employee Rules of Conduct and Responsibility Manual policy. Overtime participation will be reviewed quarterly, but only the last four quarters (rolling calendar year) will be used for the purposes of progressive discipline. The City and Union agree that, if needed, a review of this policy will take place on or before July 1, 2022.

O. The City acknowledges and agrees that it is bound to follow all applicable provisions of both State and Federal Wage and Hour laws. No employee will be required to work more than sixteen (16) consecutive hours. After any such period of work, any employees requesting fatigue time shall be released from work and not required to return to work for at least eight (8) hours or the beginning

of the next scheduled work shift, whichever is later. Employees shall be paid for actual time worked only.

ARTICLE 22
PAID LEAVES OF ABSENCE

A. Jury Duty/Leave

1. Any regular employee shall be granted a leave of absence with regular pay any time they are required to report for jury duty or jury service provided they show evidence of such proposed jury duty or service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury duty or service. An employee shall receive their regular wages upon turning the check from the jury duty, into the Finance Department. Employees shall retain gas or car allowance paid by the court. Payment for jury duty/leave will be made in the next regular pay cycle upon presentation of proof of jury duty or service. Jury duty or service will be computed as time worked with regard to leave time and benefits. Jury duty or service will not be computed as time worked with regard to overtime.

2. Any employee required by subpoena to report to court to testify regarding matters directly related to their job duties shall be granted a leave of absence with regular pay. Employees subpoenaed for matters not so related will be allowed to use paid leave time, such as vacation, personal leave, bonus or floating holidays. Such time will be computed as time worked with regard to leave time and benefits. Subpoenaed time will not be computed as time worked with regard to overtime.

B. 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.

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.

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

C. Holiday Leave

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

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

2. Eligible employees shall receive one (1) day's pay for each of the holidays listed above, on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday, unless regularly scheduled to work on Saturday. Whenever any of the holidays listed above shall fall on a Sunday, the succeeding Monday shall be observed as the holiday, unless regularly scheduled to work on Sunday.

3. Employees shall be eligible for holiday pay if they work both their last scheduled work day prior to the holiday and the next scheduled work day following the holiday, unless they have an excused absence with pay or are on an approved vacation leave. It is recognized that management may require a doctor's certificate of illness before authorizing an excused absence on the day immediately preceding a holiday and the day immediately following a holiday. Employees will be paid for holidays in stances where the immediate supervisor has authorized emergency time off.

4. If an employee works on any of the holidays listed above, excluding Floating Holidays, they shall be paid the regular holiday rate in addition to:

    a. Two (2) times his or her regular rate for the first eight (8) hours, and two-and-a-half (2.5) times his or her regularly hourly rate for all hours in excess of eight (8) hours.

5. Personal Leave Days and Floating Holidays may be taken in four (4) hour increments or eight (8) hour increments.

6. One Floating Holiday (8 hours) may be taken off on a day immediately following a holiday subject to the Department Head's approval, if it does not interfere with other scheduled vacations or disrupt operations.

7. New full-time employees shall be eligible to receive their full holiday pay immediately following their hire date.

D. Vacation Leave

Vacation leave is authorized absence from duty, with pay.

1. Employees of the bargaining unit shall be granted vacation leave on the following schedule:

1 year of service but less than 5 years	2 weeks
5 years of service but less than 10 years	3 weeks
10 years of service but less than 20 years	4 weeks
20 years of service or more	5 weeks

2. Employees may not use vacation leave until they have been employed with the City for six (6) months.

3. Employees who take a week off of vacation will be paid thirty-six (36) hours per week off if on the 36-hour schedule or forty (40) hours if on forty (40) hour schedule or forty-four (44) hours if on that schedule that week.

4. Employees with six (6) months or more of service on April 1st of the Fringe Benefit Year, have vacation leave deposited by the following calculation:

Six months of service to 5 years of service	6.67 hours per month
5 years of service but less than 10 years of service	10 hours per month
10 years of service but less than 20 years of service	13.33 hours per month
20 years of service or more	16.67 hours per month

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

6. A seasonal, temporary or part-time employee, who becomes a full-time employee, will accrue vacation leave based on their full-time date of hire.

7. At the end of the Fringe Benefit year (March 31st) all employees are allowed to carry up to 40 hours of vacation leave into the next Fringe Benefit year or receive up to 40 hours pay for their excess vacation time. Any additional vacation leave over 40 hours, will be lost and not paid out, unless carried over with the written consent of the City Manager, due to extenuating circumstances, on a case-by-case basis.

8. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference. In some areas, employment of temporary relief labor will be permitted for limited periods of time so that continued efficient operation can be maintained. Employees will be given preference according to department seniority to select available vacation periods for up to two (2) weeks of their accrued vacation time. Available schedules shall be posted prior to April 1 of each vacation year. This first-choice, two-week vacations must be chosen by April 30 of that year. If first-choice vacations are changed by the employee after approval, the vacation time shall be subject to the availability of time on the vacation allotment calendar.

9. Employees may not take any vacation leave until it has been deposited into their leave bank.

10. Scheduling of the third and fourth week of vacation leave earned by eligible employees shall be at the discretion of the department head so that such third and fourth week schedule does not conflict with vacation leave requests of employees with less than five (5) years service. Employees with enough accrued vacation time may request three (3) and/or four (4) weeks of consecutive time off. Third and fourth week vacation requests will be reviewed based upon available vacant periods defined by the vacation allotment calendar. Employees must give as much advance notice as possible to their supervisor, but not less than five (5) working days prior to the time of request. Employees cannot submit third and fourth week vacation requests until at least May 1 of each year. All requests shall be considered and will be approved when possible allowing for peak request periods and the efficient operations of the City. If proper application is made, the City will notify the employee of an approval or rejection of their request within five (5) working days of its submission. If recommended by the department head, the request must then be forwarded to the City Manager for his or her review and approval or denial.

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

    a. Upon separation of service, (voluntary or involuntary, excluding termination for reasons of disciplinary action), employees who give at least five (5) days' notice will be paid their accrued and unused vacation time.

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

    c. Any employee who has served six (6) months, but less than one (1) year with the City, and enters Military Service shall be allowed vacation time at the rate of one (1) day per month, with a maximum not to exceed ten (10) days, paid to him or her at the time he or she leaves the City to enter Military Service.

12. Employees with a minimum of three (3) weeks of vacation time shall have the option of selling back up to one week (40 hours) of vacation time or carrying over up to one week (40 hours) of vacation time to the next personnel year, but not both. The sell-back shall be

available to employees with the condition that, thirty- (30) days notice is given to the Finance Department, and if at that time the employee schedules their remaining vacation time off.

13. In addition to the regular vacation benefits provided, 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 time taken. Vacation bonus shall not exceed one (1) day for each year.

14. Employees will not be entitled accrued vacation buy-out if:

    a. If employee no-call, no-shows for three consecutive days. This will be viewed as a voluntary termination.

    b. If an employee fails to give at least five working-days' notice in advance of termination.

    c. If a probationary employee separate service (voluntary or involuntary), prior to completion of their probationary period.

E. Personal Leave

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

1. Full time shall be granted three (3) personal leave days per year. In order to use such personal leave days, an employee must obtain the permission of their Department or division manager in advance.

2. Personal Leave Days are credited to an employee's account on April 1st and must be used before the next March 31st.

3. Employees are credited with three (3) personal leave days after completion of six months of continuous service in their new position. These days are to be taken before the end of the Fringe Benefit Year (March 31).

4. Upon separation of service, (voluntary, involuntary, or retirement), personal time will not be bought out.

F. Sick Leave

Sick leave shall not be considered a privilege, but is intended to only be used in the case of necessity and actual sickness or disability of the employee.

1. The amount of sick leave credit shall not exceed one (1) day per month nor twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed one hundred and fifty (150) days for any employee. Employees will be paid, annually for fifty

percent (50%) of total accumulation over seventy-five (75) days on yearly basis or will be permitted to bank sick leave.

2. Vacation leave and paid holidays shall be considered as days worked for accumulation of sick leave. Sick leave shall begin accruing, from the first full working day of the employee.

3. Employees may not use sick leave until they have been employed for a minimum of six (6) months of continuous service. Except for job-incurred disabilities, an employee with less than six (6) months' service who is absent because of illness shall be without pay.

4. Further, for every year in which employees do not use any sick time or report late for work, they shall be credited with one (1) day which may be used as an additional sick day, vacation day or the employee may elect to be paid, at straight time, exclusive of shift premium pay, for the one (1) day.

5. 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 credit shall be converted to hours that would have been earned on the new workweek schedule. An Employee using sick leave will receive their regular pay for the day they are off if said absence is authorized under the collective bargaining agreement.

6. A certification of illness or injury from a physician of the City Manager's choosing may be required by the Human Resources & Operations Department, as evidence of illness or disability before compensation for the period of illness or disability is allowed, and shall be mandatory if the illness or disability exceeds three (3) working days.

7. Abuse of the sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

8. Sick leave will not be allowed when absence is due to the use of narcotics or intoxicants, willful misconduct, or any illness or injury incurred while self-employed or employed by other than the City.

9. Any employee who becomes ill and unable to report for work, must, unless circumstances beyond the control of the employee prevents such reporting, notify their department's supervisor on duty and/or his/her designee prior to the start of the shift or no later than one half hour after the starting time of his/her particular shift on the first day of his or her absence, and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

10. Employees must use sick leave first, when on an excused sick leave, and then may use vacation and other leave bank time to supplement their pay. Employees must use all paid leave banks when on Family and Medical Leave Act (FMLA) FMLA, and then once all banks are exhausted, the leave may be unpaid.

11. From the date of an employee's injury or illness, an employee will be placed on leave without pay for a period not to exceed one (1) year for a non-duty disability or two (2) years for a duty related disability from his or her initial date of absence from work. If at the end of that time, the employee is still unable to return to work, his or her employment shall be terminated. An employee shall only accrue vacation, sick time, holiday leave or other banks of time off during the first month of the non-duty disability. During the disability, employees must use their time banks in the following order for all workdays absent from work: sick, compensatory, vacation, personal leave. An employee cannot supplement their income from the Long-Term disability pay, from their time banks to receive "full pay". Only those employees on duty-disability are eligible for continuation of insurance coverages.

12. Employees will be notified concerning attendance patterns and the use of sick leave by the form outlined in Appendix E as "Official Notice Relating to Sick Leave."

13. Upon separation of service, (voluntary or involuntary), employees will not be bought out of their sick leave.

14. Upon retirement, employees will be bought out of 50% of their sick leave.

G. Duty-Disability Leave and Worker's Compensation

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

1. In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury, to his or her immediate supervisor and take such first-aid treatment as may be recommended. An employee's work-related injury or illness requiring more than first aid shall report to the Occupational Health Clinic for evaluation. Any employee who refuses to seek treatment shall be subject to discipline, up to, and including discharge.

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

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

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

    b. After seven (7) calendar days, payment shall be governed by the regulations of Workers' Compensation Act. In such cases the following shall apply:

i. Employees will receive, for a total of six (6) months, a payroll check for the difference between his or her Workers' Compensation check and his or her normal payroll check. On the expiration of this six- (6) month period, employees will receive compensation as provided for in the Workers Compensation Act.

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

5. During the time that an employee is on disability leave, he or she shall be provided with all the insurance as though he or she were on normal duty.

6. Should a duty-disabled employee be unable to return to work within one (1) year from the first day of their disability, if eligible, they shall be submitted by the City for duty disability retirement. If ineligible for retirement, the employee shall be separated from service. The exception shall be if the employee's prognosis is to return to work within two (2) years of the date of disability.

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

H. Non-Duty Disability

1. The City shall provide a non-duty disability insurance plan to provide benefits in the amount of sixty-six and two-thirds (66 2/3) percent of the base pay for the employee to those employees who incur an illness or injury other than in the course of their employment. Such benefits are to be paid according to the terms and conditions of the insurance plan but these benefits will expire after one (1) year.

2. The waiting period of the plan shall be 180 days with a maximum benefit amount of $3000 per month.

3. An employee will continue to earn sick and vacation time accrual for the first month of their non-duty disability.

4. Continuation of health coverages beyond one month, shall be in compliance with the Federal Family Medical Leave Act.

5. If an employee is off duty for over one year, and they are eligible for retirement with the City, they must submit their application for retirement and their non-duty disability insurance will be coordinated.

6. Each member of the Bargaining Unit shall receive an individual policy setting forth the terms of said policy and eligibility requirements. The aforesaid terms and requirements contained in said policies shall represent the total liability of the City in regard to this benefit.

7. Should a non-duty disability employee be unable to return to work within one (1) year from the first day of their disability, if eligible, they shall be submitted by the City for regular retirement. If at the end of that time, said employee is still unable to work, his or her employment shall be terminated in accordance with existing policy, rules, regulations, statutes, and ordinances.

8. The City reserves the right to provide a limited light duty assignment at its sole discretion.

ARTICLE 23
UNPAID LEAVES OF ABSENCE

A. Department heads may grant leaves of absence without pay to regular employees for periods not to exceed ten (10) working days. Any unpaid leave in excess of ten (10) working days must be approved by the City Manager.

B. A leave of absence without pay may be requested for any legitimate purpose, but such leave may not be granted if determined to be detrimental to the best interest of the City. In recognition of the fact that leaves of absence without pay, if denied, do not result in a loss of City-paid wages, the denial of such leaves shall not be subject to the grievance procedure and the remedies set forth therein.

C. Employees shall request such leaves of absence, in writing, at least thirty (30) days in advance of the date desired where possible, unless such leave is of an emergency nature.

D. No benefits other than seniority will accrue for employees on unpaid leaves of absence unless specifically addressed in a particular section of this article. Such seniority shall be for job bidding and layoff purposes only.

E. Education Leave

1. The City Manager may authorize educational leaves, with or without pay, for regular employees when determined to be in the best interest of the City. In such cases, where educational leave is granted with pay, the employee shall be required to return to the City employment for a period of time equal to that of the educational leave.

F. Military Leave

1. The Employer complies with the Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services. An employee whose absence from employment is necessitated by reason of duty in the uniformed services, shall notify the Director/Deputy Director of their department of the upcoming military service requirements.

2. Benefits provided for employees absent under this Article shall be provided consistent with Uniform Services Employment and Reemployment Right Act (USERRA), 38 USC, Chapter 43 Employment and Reemployment Rights of Members of the Uniformed Services, as determined by the Human Resources & Operations Department. Employees absent under USERRA should provide the City with a copy of his/her military orders.

3. Regular employees who are members of the National Guard, or of a military reserve organization, will be granted a leave of absence without pay if called to active duty.

4. In the event an employee as a member of the National Guard, or a military reserve unit, is called for emergency duty, the City will pay the difference between his or her military and regular base pay. This supplemental compensation, however, shall not exceed a period of forty-five (45) calendar days.

5. An employee who leaves or left City employment to enter any Armed Services of the United States during time of war, period of compulsory military service, or period of national emergency recognized by the City Council, shall have periods of active duty credited as service, as set forth in Section 15-5 of the Ordinance Code of the City of Oak Park.

G. Family and Medical Leave Act

The Employer shall comply with all aspects of the Family and Medical Leave Act (FMLA). Paid or unpaid leaves will run concurrently with any eligible FMLA leave.

H. Medical Leave

A regular employee shall be granted a medical leave of absence for a period of one (1) year, or until eligible for long-term disability insurance, upon written request to the City Manager, accompanied by a physician's statement substantiating the need for such leave. Such leaves run concurrent with FMLA The City may require a medical examination of the employee by the City designated physician, at the City's cost, for substantiation of the medical leave, any extension thereof, or before return to work is authorized. Where the City's designated physician disagrees with the employee's physician, the employee shall be examined by physicians at the University of Michigan Hospital, Ann Arbor, at the City's expense, whose diagnosis shall be determinative and binding upon the parties. The denial of the medical leave is subject to the grievance procedure. Employees on medical leave will continue to have their life and medical insurance benefit programs paid by the City until they are eligible for long-term disability.

ARTICLE 24
RETIREMENT & RETIREE INSURANCE

Employee pensions are governed by the City of Oak Park's Retirement System in Section 55-21 through 55-44 of the Ordinance Code of the City of Oak Park. The following is a summarization of the service retirement allowance as agreed to between the City of Oak Park and TPOAM:

A. Defined Benefit Pension System: Employees hired prior to July 1, 2006 will take part in the City of Oak Park's Defined Benefit Pension Plan. The Defined Benefit Plan will be governed by the following stipulations:

1. Employees will have their defined benefit pensions vested at ten (10) instead of fifteen (15) years with the following conditions:

    a. Personnel hired after January 1, 1977, will have a cap of sixty-two and one-half (62.5) days, regardless of source, rolled-in to their Final Average Compensation. These employees will be paid for fifty percent (50%) of all accumulated sick leave and one hundred percent (100%) of all accrued vacation time but the excess of paid time beyond the sixty-two and one-half (62.5) day cap will not be figured into their Final Average Compensation.

    b. Persons hired after January 1, 1980, but prior to July 1, 2006, will use five (5) instead of three (3) years of the last ten (10) years of service when computing their Final Average Compensation. These employees will have a cap of five hundred (500) hours, regardless of source, figured into their Final Average Compensation; sick leave at 50% and vacation at 100%. Payoff of time in excess of five hundred (500) hours would be paid according to formula but not added into Final Average Compensation. In addition, these employees will have a cap on Longevity payments, covered in Article 30, Longevity Pay, "53-Week Pay."

2. The multiplier to be applied for computation of the Final Average Compensation shall be 2.5%.

3. Employees in the Defined Benefit Pension Plan will have a contribution rate of 3.5%.

4. Employees, with a minimum of five (5) years of service with the City of Oak Park, are eligible to purchase prior United States Military Time, under the following conditions:

    a. The cost for each year of service will be calculated by taking the earning from the military time worked, in the year you are buying back, multiply those earnings by 3.8%, and then add on compounded interest at the current net yield of the fund. The years bought will be the most recent prior military time.

    b. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than one year in each purchase (with the last purchase being less than one year), or, they may utilize payroll deduction with an amount to be deducted each pay period for the time to be purchased.

        i. 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.

c. There cannot be duplicate pension service credit for any year in both Oak Park and prior military time purchased.

d. The buy-back must begin within three (3) years of eligibility and the payment be spread over a period no longer than the amount of time purchased.

e. 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.

f. Military time bought back shall count towards vesting for retiree health care coverage.

g. 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.

h. Employees are limited to purchasing a military buy-back of 5 years.

i. Any buy-back must be for full-time military duty.

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

B. Defined Contribution Plan

Employees hired after July 1, 2006 shall participate in the Defined Contribution Plan and will be governed by City of Oak Park's Retirement System Ordinance Article 3, Section 55-51 through 55-64, and the following stipulations.

1. The City will contribute 7.5% of base compensation to the Defined Contribution Program, and match up to an additional 3% of base compensation contributed by the employee.
2. Employees hired after July 1, 2017 shall be subject to the following vesting schedule:

   50% after three years
   100% after 5 years

C. Part-Time Employee Pensions

Regular part-time employees hired prior to February 6, 2013, who work at least 1,040 hours per year, will contribute the same percentage of wages as the full-time employees, for a retirement contribution, and will therefore be entitled to pension credits under the following stipulations:

1. The 1040 hours would have to be hours worked for Pension Service credit.

2. Time off will not count as time worked towards pension credit except for Holiday hours, which are credited on a 50% basis.

3. Pension Service Credit months will be computed in the same manner for part-time employees as they are for full-time employees.

D. Retirement Eligibility:

1. Defined Benefit Plan: Employees are eligible for retirement upon attainment of age 55 and completion of 10 or more years of credited service, or after completion of 25 years of credited service regardless of age (Section 55-27).

2. Defined Contribution Plan: Employees are eligible for retirement upon attainment of age 55, or a completion of 25 years of credited service, regardless of age (Section 55-60).

E. Healthcare in Retirement:

1. Medical coverage will be provided to the retiree, the retiree's spouse at the time of retirement, and any of the retiree's eligible dependents at the time of retirement

2. When a retiree and/or spouse become eligible for Medicare, they must participate in the Medicare program, enroll in Medicare Part B, and pay for all of its associated costs. The City will provide supplemental coverage to Medicare.

3. Any survivor receiving a pension, who receives medical coverage from their employer or through a new spouse, must participate in that medical program as primary coverage and the City medical shall be supplemental as long as they continue to receive a City pension.

4. Persons hired on/after July 1, 2006 shall participate in:

    a. A retiree Health Savings Plan (HSP) in which the City will make an annual contribution of 3% of an employee's base compensation to the health savings plan. Employees will be vested after one year.

5. "Mirroring" Healthcare

    a. Should healthcare benefits provided to current employees change in future contracts, then hospitalization and medical care benefits provided for retirees

retiring on or after July 1, 2010 shall also be changed to the same hospitalization and medical care benefits coverage provided to current employees.

b. Should hospitalization and medical care benefits coverage provided to current employees cease for any reason, such retirees shall continue to receive the hospitalization and medical care benefits coverage last provided to them at the time the hospitalization and medical care benefits coverage provided to current employees ceased.

c. In the event current employees may be required to share in the premium cost of the hospitalization insurance, retirees would not be required to participate in any form of premium cost sharing.

d. Should the coverage in effect for active employees not be accepted where the retiree resides, the Employer will provide a comparable plan which will be accepted where the retiree is presently presiding.

e. Effective for retirees after July 1, 2014: Should prescription benefits provided to active employees as defined in this Article change in this contract and future contracts, then prescription coverage provided for retirees shall also be changed to the same provided to active employees. Should prescription coverage provided to active employees cease for any reason, the insurance last covering the retirees will remain in effect.

G. Retiree Life Insurance

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

ARTICLE 25
INSURANCE BENEFITS

A. Health Insurance

Effective July 1, 2021, the City shall provide each employee and his/her eligible dependents with the Blue Cross/Blue Shield Community Blue 4 Benefit Plan coverage 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.

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. The City reserves the right to self-insure, wrap or change carriers as long as the benefits provided are equivalent to the benefits presently being provided.

B. Health Care Reform and the Affordable Care Act

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

The City or the Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in federal healthcare or actions taken by the legislature regarding retiree healthcare issues.

C. Pay-in-Lieu of Healthcare Coverage

All Bargaining Unit members and new hires shall disclose additional health insurance coverages so that benefits can be coordinated. Coordination of benefits does not entitle the employer to any disclosure of medical records of an employee.

1. 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)

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

3. Employees eligible for this option must show proof of existing alternate medical coverage prior to participating in this provision. If that alternate coverage terminates for any reason, the City must be notified of the Qualifying Life Event (QLE) immediately, at which point the employee will be enrolled in the City's coverage.

D. Part-Time Bargaining Unit Members

All part-time Bargaining Unit members will be able to purchase, at their own expense, a minimum essential coverage plan. The City will make this program available in accord with the carrier requirements and will make payroll deductions for premiums.

E. Vision Coverage

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

F. Dental Coverage

The City shall provide group dental insurance coverage, as outlined in Appendix C.

G. Life Insurance

1. The City shall provide a $20,000.00 term life insurance policy for all employees.
2. During the term of this Agreement, employees may purchase additional group life insurance from a sponsored vendor of the Employer. The cost for additional life insurance will be fully paid by the employee, via payroll deduction.

H. Long-Term Disability

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

ARTICLE 26
HEALTH & SAFETY

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

B. The City and the Union hereby agree that the Safety Committee is empowered to formulate policies concerning matters of safety within the Bargaining Unit subject to appropriate state and federal laws, and that the Union shall appoint one bargaining unit member to represent their interest on these issues.

C. The City and the Union further agree that all recommendations involving any proposed disciplinary action concerning safety violations will be discussed with the Union prior to implementation and shall be subject to the Grievance Procedure.

D. It is understood that employees have the right to refuse to perform a job or duty where his/her health or safety is endangered.

ARTICLE 27
SPECIAL LICENSES

The City agrees to reimburse the cost of licenses that employees are required to have in order to perform all the duties of their job classification with the exception of individual licenses or certificates needed for initial employment and/or individual, professional or association dues. The only exception is the Employee shall be responsible for payment of any costs associated with the CDL road test.

ARTICLE 28
ALLOWANCES

A. Tool Allowance

The City agrees to pay automotive mechanics one-hundred and twenty-five ($125.00) annually. Reimbursement will be paid from this allowance, during the month of June, each fiscal year for the prior year, upon receipts for tool purchases being submitted to the City.

B. Mileage Allowance

Employees who are requested or required to use their personal vehicle as part of their work shall be paid according to the current IRS rate. During the life of this contract, any mileage increase granted by the Council to any employee group will be extended to this Bargaining Unit. When available, City cars may be used by Bargaining Unit employees with the permission of the assigned supervisor.

C. Clothing Allowance

1. The City shall provide each Bargaining Unit member with a clothing allowance of five hundred dollars ($500.00) in July each year. All employees in the DPW and Technical & Planning, that work outdoors, shall be provided (3) pairs of gloves, two (2) pairs of regular work gloves and one (1) pair of leather gloves.

2. The City shall provide a minimum of six (6) 100% cotton t-shirts and three (3) sweatshirts every 24 months for Public Service Workers.

3. New employees employed as probationary Code Assistance/Animal Control Officer shall be provided all uniform needs for the first year of their employment. Thereafter, the employee shall receive the usual uniform allowance for this position as provided above.

4. Those persons assigned to fill in for temporary absences of the Code Assistance/Animal Control Officer shall be provided with two (2) pairs of uniform pants, two (2) uniform shirts, and a hat.

5. The City may require any employee to purchase any shirt/jacket/etc. if it is too worn or tattered.

C. Cleaning Allowance

1. The City will pay an outside cleaning firm for the cleaning of the uniforms worn by the regularly assigned mechanics.

2. In the event of an illness or vacation of one week or more, the City will pay an outside firm for the cleaning of the mechanic's uniforms assigned to the person who substitutes for the regular mechanics in the same manner as described above.

D. Meal Allowance

Department of Public Works hourly personnel who work over eight (8) hours of overtime in a twenty-four- (24) hour period shall be entitled to a meal allowance, not to exceed five dollars ($5.00). Employees are required to submit the receipt from their meal to their supervisor for approval. Employees who submit approved receipts shall be reimbursed for the amount of the receipt not to exceed five dollars ($5.00). It is understood that employees entitled to this meal allowance shall not be required to punch out and shall not take longer than, one-half (1/2) hour for this meal. It is also understood that the employee's supervisor shall determine the appropriate time to release the employees for this meal.

ARTICLE 29
EMERGENCY RESPONSE TIME

The Employer must be able to have enough emergency call-back employees responding within twenty-five (25) minutes of notification so that emergency work can begin. Emergency work being defined as tasks such as snow removal, water main breaks, water service maintenance calls, and emergency tree removal.

If the City becomes unable to begin emergency work within twenty-five (25) minutes of notification, the City reserves the right to re-open this Agreement for negotiations on this issue only. New employees hired into such emergency classifications will be required by the City to be able to respond within twenty-five (25) minutes of notification. With the exception of this response time stipulation, there is no residency requirement for members of the Bargaining Unit.

ARTICLE 30
LONGEVITY PAY: "53-WEEK PAY"

All employees covered by this Agreement shall be subject to the "53 week" pay program as follows:

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

B. The formula for calculating Longevity Pay will be as follows:

1. FOR EMPLOYEES WITH THREE (3) OR LESS YEARS SERVICE: There shall be no longevity payments made to personnel with less than three years of service.

2. FOR EMPLOYEES WITH THIRTY-SIX (36) MONTHS TO EIGHTY-THREE (83) MONTHS OF SERVICE: 2% of base pay times number of months continuous service divided by 84 = amount of pay.

a. There is a cap of four-hundred fifty dollars ($450.00) on longevity payments for employees with less than seven (7) years service. This pay is subject to the normal withholding tax deduction.

3. FOR EMPLOYEES WITH EIGHTY-FOUR (84) MONTHS TO ONE-HUNDRED SIXTY SEVEN (167) MONTHS OF SERVICE: 5% of base pay times number of months continuous service divided by 168 = amount of pay.

    a. There is a longevity cap of nine hundred dollars ($900.00) on longevity payments for employees with less than fourteen (14) years service. This pay is subject to the normal withholding tax deduction.

4. EMPLOYEES WITH ONE HUNDRED AND SIXTY-EIGHT (168) MONTHS OR MORE OF SERVICE: 8% of base pay times number of months continuous service divided by 252 = amount of pay.

    a. There is a cap of one-thousand five hundred dollars ($1,500.00) on longevity payments for employees with one hundred and sixty-eight (168) months or more of service. This pay is subject to the normal withholding tax deduction.

C. As the longevity payment is in recognition of years of service, an employee must be an active employee on the date of payment. If a member of the Bargaining Unit is on ~~a~~ an approved leave of absence that exceeds one (1) year, he/she shall not be eligible to receive payment under the terms of this Agreement, beyond one (1) year.

D. Years of continuous service shall be computed on November 1st of each year.

E. Longevity pay shall be calculated as a percentage of the employee's annual base salary, as of the first day of November, preceding the payment in December.

F. Upon separation of service (voluntary or involuntary), employees shall receive a pro-rated amount of longevity pay.

G. Upon retirement, employees shall receive a pro-rated amount of longevity pay.

ARTICLE 31
PAY PLAN, METHOD OF PAYMENT, & PAYROLL DEDUCTIONS

A. The pay plan for City employees consists of a minimum and maximum for each classification, which can be found in Appendix F of this Agreement.

B. Advancement to the maximum step for each classification shall be accomplished in accord with the employee's anniversary dates of service as illustrated on salary structure chart contained within this Agreement.

C. The City may hire new employees at any step in the wage range of the established classifications.

D. Method of Payment

All employees will have the option to be paid by check or through the automatic payroll deposit system every two (2) weeks (bi-weekly). Payroll information or Checks will be distributed by the department head or his or her designated agent not later than every other Friday.

E. Payroll Deductions

Certain payroll deductions are compulsory on all paychecks (i.e., Federal Income Withholding Tax, State Tax, Social Security). Voluntary payroll deductions include United Fund, Credit Union, and Union Dues in accordance with Section VIII of this Agreement. If extended health benefit coverage such as optical or additional retirement contributions become effective, those deductions become compulsory.

ARTICLE 32
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 event 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:

TECHNICAL, PROFESSIONAL, OFFICEWORKERS ASSOCIATION OF MICHIGAN (TPOAM)

Shawn Hairston, President

Rachel Haynes, Vice President

Gregg Allgeier, TPOAM 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	80% after in-network deductible	60% after out-of-network deductible
Note: Nonemergency services must be rendered in a **participating** hospital.	Unlimited days	
Inpatient consultations	80% after in-network deductible	60% after out-of-network deductible
Chemotherapy	80% after in-network deductible	60% after out-of-network deductible

Alternatives to hospital care

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

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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	80% after in-network deductible	60% after out-of-network deductible
Note: For voluntary sterilizations for females, see **"Preventive care services."**		
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	80% after in-network deductible	60% after out-of-network deductible
Note: BCBSM covers clinical trials in compliance with PPACA.		
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

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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

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

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

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

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

Features of your prescription drug plan

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

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

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

APPENDIX B

Blue Cross Blue Shield of Michigan

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

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

Vision Coverage

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

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

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

Member's responsibility (copays)

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

Eye exam

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

Lenses and frames

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

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

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

Contact Lenses

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

APPENDIX C

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 D

APPENDIX D

SUBROGATION

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

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

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

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

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

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

APPENDIX E

APPENDIX E

OFFICIAL NOTICE RELATING TO SICK LEAVE

TO:

SUBJECT: OFFICIAL NOTICE RELATING TO SICK LEAVE

It has been brought to my attention that your pattern of sick leave has been (identify pattern) days in the current personnel year.

In accordance with Article 22 – Paid Leaves of Absence, Section F – Sick Leave (12), of the Labor Agreement between the City of Oak Park and TPOAM, you are hereby required to produce a physician's confirming letter for all additional sick leave day(s) taken this Fringe Benefit Year.

Failure to do so will result in forfeiture of pay for any sick leave day(s) used without producing the referenced physician's confirming letter.

Assistant City Manager/Director of Human Resources & Operations

A meeting to discuss this notice will be scheduled upon your written request to the City and the Union.

APPENDIX F

APPENDIX A - TPOAM

JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

7/1/2021-6/30/2022 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Administrative Clerk	33318.8447	34806.0316	36319.6130	37914.8178	39482.5191	39482.5191		
	Records Clerk	16.0187	16.7337	17.4614	18.2283	18.9820	18.9820		
	Bus Driver (Part-Time)								
	Public Service Worker Assistant								
2	Administrative Clerk II	35859.1507	37427.9610	39102.7929	40832.6320	42697.3270	42778.0632		
	Assessing Clerk	17.2400	17.9942	18.7994	19.6311	20.5276	20.5664		
	Finance Clerk								
3	Property Clerk	37238.0979	38887.4226	40616.3744	42454.4531	44345.7645	44534.5186		
		17.9029	18.6959	19.5271	20.4108	21.3201	21.4108		
4	Administrative Secretary	38670.0559	40427.6203	42238.1955	44130.3941	46128.6144	46426.7172		
	Finance Clerk II	18.5914	19.4364	20.3068	21.2165	22.1772	22.3205		
	Appraiser I								
	Building Dept. Clerk								
5	Code Assistance Officer	38868.7911	40614.1564	42413.8632	44353.5276	46348.1990	48453.5500		
		18.6869	19.5260	20.3913	21.3238	22.2828	23.2950		
6	Office Coordinator	41860.4656	43778.1715	45777.7226	47777.9391	49966.2442	50587.7353		
		20.1252	21.0472	22.0085	22.9702	24.0222	24.3210		

TABLE A - TPOAM
JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
7/1/2021-6/30/2022 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7	Animal Control / Code Assistance Officer	42454.4531 20.4108	44345.7645 21.3201	46372.5973 22.2945	48480.1663 23.3078	50697.084 24.3736	51372.695 24.6984		
8	Building Maintenance Repairer Recreation Coordinator	43643.5372 20.9825	45561.0213 21.9043	47642.1958 22.9049	49803.8847 23.9442	52101.3167 25.0487	52832.1565 25.4001		
9	Public Service Worker I	38561.8162 18.5393	40427.6203 19.4364	42318.7099 20.3455	44263.9193 21.2807	46372.5973 22.2945	48642.5259 23.3858	50967.4615 24.5036	53479.1549 25.7111
10	Public Service Worker II	39751.7876 19.1114	43643.5372 20.9825	43536.4066 20.9310	44481.2859 21.3852	47589.1850 22.8794	49831.3882 23.9574	52155.4366 25.0747	54669.1263 26.2832
11	Librarian (Full-Time Only) Engineering Technician	45427.7179 21.8402	47507.5616 22.8402	49670.3595 23.8800	51940.0662 24.9712	54318.2344 26.1145	55210.3248 26.5434		
12	Master Mechanic Assistant	45967.5856 22.0998	47994.1967 23.0741	49911.9026 23.9961	51940.0662 24.9712	53939.3955 25.9324	55938.9466 26.8937		
13	Code Inspector Mechanical Inspector Rental Inspector	45885.7405 22.0605	49264.0170 23.6846	51075.7012 24.5556	52939.2872 25.4516	54831.2640 26.3612	56668.4556 27.2444		
14	Building Inspector Engineering Technician II	49481.3836 23.7891	51751.3121 24.8804	54101.7550 26.0105	56615.6665 27.2191	59263.1032 28.4919	60479.6909 29.0768		

APPENDIX A - TPOAM

JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

7/1/2022-6/30/2023 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Administrative Clerk	33318.8447	34806.0316	36319.6130	37914.8178	39482.5191	39482.5191		
	Records Clerk	16.0187	16.7337	17.4614	18.2283	18.9820	18.9820		
	Bus Driver (Part-Time)								
	Public Service Worker Assistant								
2	Administrative Clerk II	35859.1507	37427.9610	39102.7929	40832.6320	42697.3270	42778.0632		
	Assessing Clerk	17.2400	17.9942	18.7994	19.6311	20.5276	20.5664		
	Finance Clerk								
3	Property Clerk	37238.0979	38887.4226	40616.3744	42454.4531	44345.7645	44534.5186		
		17.9029	18.6959	19.5271	20.4108	21.3201	21.4108		
4	Administrative Secretary	38670.0559	40427.6203	42238.1955	44130.3941	46128.6144	46426.7172		
	Finance Clerk II	18.5914	19.4364	20.3068	21.2165	22.1772	22.3205		
	Appraiser I								
	Building Dept. Clerk								
5	Code Assistance Officer	38868.7911	40614.1564	42413.8632	44353.5276	46348.1990	48453.5500		
		18.6869	19.5260	20.3913	21.3238	22.2828	23.2950		
6	Office Coordinator	41860.4656	43778.1715	45777.7226	47777.9391	49966.2442	50587.7353		
		20.1252	21.0472	22.0085	22.9702	24.0222	24.3210		

TABLE A - TPOAM
JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
7/1/2022-6/30/2023 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7	Animal Control / Code Assistance Officer	42454.45312 20.4108	44345.76451 21.3201	46372.59732 22.2945	48480.16631 23.3078	50697.08402 24.3736	51372.69496 24.6984		
8	Building Maintenance Repairer Recreation Coordinator	43643.53725 20.9825	45561.02135 21.9043	47642.19582 22.9049	49803.88466 23.9442	52101.31674 25.0487	52832.15654 25.4001		
9	Public Service Worker I	38561.8162 18.5393	40427.6203 19.4364	42318.7099 20.3455	44263.9193 21.2807	46372.5973 22.2945	48642.5259 23.3858	50967.4615 24.5036	53479.1549 25.7111
10	Public Service Worker II	39751.7876 19.1114	43643.5372 20.9825	43536.4066 20.9310	44481.2859 21.3852	47589.1850 22.8794	49831.3882 23.9574	52155.4366 25.0747	54669.1263 26.2832
11	Librarian (Full-Time Only) Engineering Technician	45427.7179 21.8402	47507.5616 22.8402	49670.3595 23.8800	51940.0662 24.9712	54318.2344 26.1145	55210.3248 26.5434		
12	Master Mechanic Assistant	45967.5856 22.0998	47994.1967 23.0741	49911.9026 23.9961	51940.0662 24.9712	53939.3955 25.9324	55938.9466 26.8937		
13	Code Inspector Mechanical Inspector Rental Inspector	45885.7405 22.0605	49264.0170 23.6846	51075.7012 24.5556	52939.2872 25.4516	54831.2640 26.3612	56668.4556 27.2444		
14	Building Inspector Engineering Technician II	49481.3836 23.7891	51751.3121 24.8804	54101.7550 26.0105	56615.6665 27.2191	59263.1032 28.4919	60479.6909 29.0768		

APPENDIX A - TPOAM

JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR

7/1/2023-6/30/2024 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Administrative Clerk	33652.0331	35154.0919	36682.8091	38293.9660	39877.3443	39877.3443		
	Records Clerk	16.1789	16.9010	17.6360	18.4106	19.1718	19.1718		
	Bus Driver (Part-Time)								
	Public Service Worker Assistant								
2	Administrative Clerk II	36217.7422	37802.2406	39493.8209	41240.9583	43124.3003	43205.8439		
	Assessing Clerk	17.4124	18.1742	18.9874	19.8274	20.7328	20.7720		
	Finance Clerk								
3	Property Clerk	37610.4789	39276.2968	41022.5381	42878.9977	44789.2222	44979.8638		
		18.0820	18.8828	19.7224	20.6149	21.5333	21.6249		
4	Administrative Secretary	39056.7565	40831.8965	42660.5775	44571.6981	46589.9005	46890.9843		
	Finance Clerk II	18.7773	19.6307	20.5099	21.4287	22.3990	22.5437		
	Appraiser I								
	Building Dept. Clerk								
5	Code Assistance Officer	39257.4790	41020.2979	42838.0019	44797.0629	46811.6810	48938.0855		
		18.8738	19.7213	20.5952	21.5370	22.5056	23.5279		
6	Office Coordinator	42279.0702	44215.9532	46235.4998	48255.7184	50465.9067	51093.6127		
		20.3265	21.2577	22.2286	23.1999	24.2625	24.5642		

TABLE A - TPOAM
JOB CLASSIFICATION AND WAGE STRUCTURE FOR BUDGET YEAR
7/1/2023-6/30/2024 - Hourly Based on 40 hour work week

SALARY GRADE	JOB TITLE	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
7	Animal Control / Code Assistance Officer	42878.99765 20.6149	44789.22215 21.5333	46836.3233 22.5175	48964.96798 23.5408	51204.05486 24.6173	51886.42191 24.9454		
8	Building Maintenance Repairer Recreation Coordinator	44079.97262 21.1923	46016.63156 22.1234	48118.61778 23.1340	50301.92351 24.1836	52622.3299 25.2992	53360.47811 25.6541		
9	Public Service Worker I	38947.4344 18.7247	40831.8965 19.6307	42741.8970 20.5490	44706.5585 21.4935	46836.3233 22.5175	49128.9511 23.6197	51477.1361 24.7486	54013.9465 25.9682
10	Public Service Worker II	40149.3054 19.3026	44079.9726 21.1923	43971.7706 21.1403	44926.0988 21.5991	48065.0768 23.1082	50329.7021 24.1970	52676.9910 25.3255	55215.8175 26.5461
11	Librarian (Full-Time Only) Engineering Technician	45881.9951 22.0587	47982.6372 23.0686	50167.0630 24.1188	52459.4669 25.2209	54861.4168 26.3757	55762.4280 26.8089		
12	Master Mechanic Assistant	46427.2615 22.3208	48474.1386 23.3049	50411.0216 24.2361	52459.4669 25.2209	54478.7894 26.1917	56498.3360 27.1627		
13	Code Inspector Mechanical Inspector Rental Inspector	46344.5979 22.2811	49756.6571 23.9215	51586.4582 24.8012	53468.6801 25.7061	55379.5767 26.6248	57235.1401 27.5169		
14	Building Inspector Engineering Technician II	49976.1974 24.0270	52268.8252 25.1292	54642.7726 26.2706	57181.8232 27.4913	59855.7342 28.7768	61084.4878 29.3675		