

AGREEMENT

**BETWEEN
THE CITY OF OAK PARK**

AND

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

POLICE OFFICERS ASSOCIATION OF MICHIGAN



July 1, 2006 — June 30, 2010

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AGREEMENT

This Agreement, entered into this July 1, 2006 by and between the City of Oak Park, a municipal corporation, hereinafter referred to as the "City", and the Oak Park Police Officers Association, Police Officers Association of Michigan, hereinafter referred to as the "Association".

PURPOSE AND INTENT

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

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

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

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

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

ARTICLE I **RECOGNITION**

1.1: The City hereby recognizes the Association as the sole and exclusive bargaining representative for all sworn officers of the Oak Park Public Safety Department, excluding all command officers and the Director of Public Safety, for the purposes of collective bargaining in respect to rates of pay, hours of employment, and other terms and conditions of employment as defined in Act 379 of the Public Acts of 1965. This shall hold in all cases except for probationary employees who shall have no recourse for any matters involving discipline or discharge during the probationary period.

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

ARTICLE II **DEFINITIONS**

- 2.1: The term employee or officer when used hereinafter shall include all male and female employees represented by the Association in the bargaining unit as above defined.
- 2.2: The term Director when used hereinafter shall include his authorized designee.
- 2.3: The term "widow" wherever used in this Agreement shall be deemed to include the term "widower".
- 2.4: The pronoun "he" wherever used in this Agreement shall be deemed to include the pronoun "she" unless the provision by its nature, could apply to only one sex.
- 2.5: Personnel Year. Consecutive twelve month period of time from April 1st of one year through and including March 31st of the immediately following year.
- 2.6: Administrative Employees. For purposes of the holiday time provisions of this contract, administrative employees are all sworn officers of the Oak Park Public Safety Department not assigned to Operations Division and do not receive a holiday bank of time because they have holidays regularly scheduled off.
- 2.7: Day. For the purposes of crediting vacation, sick and holiday time banks, a day shall be defined as 8 hours. Time used for these purposes shall be on an hour for hour basis.

ARTICLE III **SENIORITY**

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

ARTICLE IV **DUES DEDUCTION**

- 4.1: The Employer shall deduct from the wages of each Union member in the bargaining unit the amount as prescribed by the Union as Union dues, initiation fee assessments and for non-union members a service fee as prescribed by the Union per MCLA 408.477. These deductions shall be made by the employer automatically for those already in the Union and each time an employee is placed in the unit or returned from a leave of absence. This will be done according to the above law without the need of

authorization by the individual employees as long as the employee is receiving a paycheck from the City. Said dues deductions will begin at least the fifteenth day following the employee's date of hire. The employer shall provide the Association with a list of all employees covered by this agreement and shall update that list by the fifteenth of each month designating thereon which employees have designated themselves as non-union members and are paying a service fee. Said dues will be payable to the Treasurer of the Oak Park Public Safety Officers Association at an address established by the Association. These dues will be paid promptly to the Association once deducted by the City. Bargaining unit members shall pay as a condition of continued employment said dues or service fee as designated by the Union. The Union shall indemnify and save the employer harmless from any and all claims, demands, suits or any other action arising from these agency shop provisions.

ARTICLE V **MANAGEMENT RIGHTS**

5.1: It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility, except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the rights to decide the number of employees, work to be performed within the unit, the right to hire employees, determine their qualifications, conditions of employment, the right to promote, discharge or discipline for just cause and to maintain discipline and efficiency of employees, to make and change rules and regulations and orders not inconsistent with the terms and provisions of this Agreement, the scheduling of work, the type of work, methods of departmental operation, the selection, procurement, designing, engineering, purchasing and control of equipment, supplies and materials, the right to determine the number and location or relocation of its facilities, to determine the size of the management organization. The rights of management include the right to train and utilize auxiliaries and/or volunteers to supplement fire fighting providing such use does not result in the layoff of sworn personnel.(except as provided in Section 6.1)

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

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

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

ARTICLE VI AUXILIARY FIREFIGHTERS

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

ARTICLE VII ASSOCIATION-ACTIVITIES

7.1: Bulletin Boards. The City agrees to furnish a bulletin board of reasonable size for the use of the Association, which bulletin board shall be available in an area of general access to employees covered by this Agreement. The Association agrees to maintain said bulletin board in a state of good repair and neatness. The bulletin board is to be used only for notices of Association meetings, Association elections and results and social functions in connection with the Association. The Association shall designate a person who shall be responsible for all notices posted on the bulletin board. Association notices as specified above may not be posted in any other location, except as permitted by the City. In no event shall a notice of derogatory, defamatory or political nature be posted on the bulletin board. The bulletin board shall be locked and covered with glass. The bulletin board will be used for official Union business as deemed appropriate by the Union but may not be used in any derogatory or demeaning manner towards the City.

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

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

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

B. Compensation for Union Activities. The City will pay up to two hundred and fifty-two (252) hours, at straight time, at the current rate of the member involved, for those members of the Association released to attend to covered Labor Relations proceedings. Released officers may also choose to be paid out of their compensatory time, holiday time, vacation time or personal leave time banks. Employees may also choose not to be paid. Any of these hours may be used to allow up to 2 executive board members to attend the annual POAM conference. Those attending the conference will not be counted as part of the two allowed off the shift per Article 8.1 (G).

7.5: The Union will produce this contract which shall be dated July 1, 2006 to June 30, 2010.

ARTICLE VIII **HOURS OF WORK**

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

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

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

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

D. There will be 4 platoons working 12 hour shifts from 7am to 7pm and 7pm to 7am. The Employer will staff the platoons as evenly as possible based upon total assigned to the operations division, not to include probationary employees

E. There will be a minimum of 7 Officers working per shift unless an Officer is assigned to dispatch duties then there will be a minimum of 8 Officers assigned to the Operations Division per the provisions of the attached memorandum of understanding.

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

G. On the 12 hour shift, there will be allowed a minimum guarantee of 2 persons allowed time off per platoon using any time accounts.

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

I.

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

x = Day off
w = Work day

ARTICLE IX WAGES

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

Salary Schedule based on 2080 hours

Effective July 1, 2006 (3.0% increase):

<u>Rank</u>	<u>Base salary</u>
PSO I	\$67,307.36
PSO II	\$72,691.95

Effective July 1, 2007 (3.0% increase):

<u>Rank</u>	<u>Base Salary</u>
PSO I	\$69,326.58
PSO II	\$74,872.71

Effective July 1, 2008 (Wage Re-opener)

Effective July 1, 2009 (Wage Re-opener)

All wages will be fully retroactive for all hours worked from July 1, 2006 including those for employees who have retired, and pensions shall be recomputed to reflect said increase.

Start	70% of PSO 1 maximum base salary as computed at date of employment.
After Six Months	72.5% of the then current PSO 1 maximum base salary.
After 12 Months	75% of the then current PSO 1 maximum base salary.
After 18 Months	83% of the then current PSO 1 maximum base salary.
After 24 Months	85.5% of the then current PSO 1 maximum base salary
After 30 Months	88% of the then current PSO 1 maximum base salary.
After 36 Months	95% of the then current PSO 1 maximum base salary.
After 42 Months	97.5% of the then current PSO 1 maximum base salary.
After 48 Months	100% of the then current PSO 1 maximum base salary.

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

ARTICLE X **OVERTIME**

10. 1: The payment for extra duty performed (overtime, at the rate of time and one half) shall be made only in accordance with the following provisions:

A. Operations Divisions.

1. Overtime (or compensatory time) shall be paid in quarter hour increments with payment being made for each quarter when working over the normal scheduled time beginning immediately following the end of the shift. Example: Officer works five minutes over normal shift, officer would receive fifteen minutes in overtime pay, etc. (No compensatory time for more than one hour.)
 - a. When an officer is called back for duty with a notice of two hours or more, he will be paid at a rate of one and one half times his current rate for a minimum of two hours. In a situation of this nature, he will not be credited with compensatory time, regardless of compensatory time balance.
 - b. An officer who is held over because of shift shortage shall be compensated for such hold-over time at a rate of one and one-half times his prevailing rate of pay.
2. When an officer is called back to duty with a notice less than two hours before reporting, he will be at the rate of twice the officers' current rate, for a minimum of two hours. No compensatory time will be given for call-back pay.
3. When an officer is assigned a probationary employee in the Field Training program, they will receive 1 hour compensatory time for each day they lead this officer

B. Investigations Division.

1. Overtime will be paid at one and one-half the officer's current rate for all extra duty, except when ordered to attend training schools.
 - a. For the first hour of overtime, any individual held overtime at the end of the regular shift or regular working hours for more than 15 minutes, shall receive overtime in 15 minute increments at the rate

of time and one-half.

- b. When an officer is called back for duty, with a notice of two hours or more, he will be paid at a rate of one and one half times his current rate for a minimum of two hours.
- c. When an officer is called back to duty with notice of less than two hours before reporting, he will be paid at the rate of twice the officers' current rate for a minimum of two hours.
- d. All overtime shall be equally distributed among those employees who are normally assigned to the functions which are being performed on overtime. Exceptions may be made whenever, in the opinion of the division commander, a particular person is needed to perform a particular assignment regardless of overtime balance. Such decisions shall be subject to the review of the Director of Public Safety, and his judgment in such matters shall be final.
- e. Officers assigned permanently to the Investigations Division may accrue compensatory time at the rate of one and one-half (1 -1 /2) to a maximum of two hundred forty (240) hours. All accruals of compensatory time shall be subject to the provisions of the Federal or State law whenever the City is compelled by such law to implement minimum wage, hours, and/or overtime regulations.

C. Administration Services Personnel.

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

- D. The City will provide equitable distribution of overtime in all divisions, including the criminal investigation division.
- E. Total compensatory time earned by members in all divisions including criminal investigations may not accumulate over two hundred forty (240) hours which is also the most that can be part of the maximum number of hours includable in Final Average Compensation. An employee will be paid for compensatory time accrued or earned in excess of this maximum the first payday following the end of the quarter.
- F. Overtime for training, subject to the provisions of the FLSA, shall be paid at a straight time rate. The employee shall receive compensatory time except when prohibited by FLSA or this agreement. The City shall have the right to schedule any or all training programs including on an Officer's scheduled leave days. The City will make every effort to begin all training on a scheduled leave days between 8:00 a.m. and 10:00 a.m. An exception is afternoon training for firearms. Other exceptions may be mutually agreed upon by the parties.

Effective May 2, 2005 compensatory time for training will be earned at a time and one-half rate for all hours worked, with a minimum of 4 hours on a scheduled leave day.

ARTICLE XI **STAND-BY ALERT PAY**

11.1: Department personnel shall be entitled to stand-by alert pay when ordered by the Department of Public Safety to hold themselves available for immediate return to the station for emergency duty. Stand-by alert pay shall expressly not apply in cases where the stand-by arises out of prosecutor or court orders. Stand-by alert pay shall be deemed proper only in situations arising out of police or fire emergencies. Stand-by alert pay shall be paid at the rate of one-half of the officers, normal hourly rate for each hour on alert.

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

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

B. The commanding officer or his designee shall direct that certain officers be placed on stand-by alert, and that they be

notified by phone or other means of communication.

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

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

ARTICLE XII HOLIDAYS

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

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

12.2: On January 1 of each year, the City will advance to all employees in the Operations Division thirteen (13) days.

12.1: Eligible employees shall receive one day's pay for each of the holidays listed on which they perform no work. For administrative employees, whenever any of the holidays listed shall fall on a Sunday, the succeeding Monday shall be observed as the holiday unless regularly scheduled to work on Sunday. Whenever the holiday falls on a Saturday, the preceding Friday shall be deemed to be observed as the holiday.

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

ARTICLE XIII PERSONAL LEAVE DAYS

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

13.2: Employees shall be granted three (3) paid personal leave days per year (24 hours). Two (2) days are guaranteed (any 8 hour or 12 hour shift or combination of 8 and 12). In order to use such personal leave days, an employee is subject to the mutually agreed upon Administrative policy of the department as stated in the February 20, 1985 memo entitled "The Use of Personal Leave for Public Safety Personnel," and must give reasonable advance notice to the Director of Public Safety or his representative and obtain prior consent, except in the case of an emergency not qualifying for emergency leave under Article XXIII (Emergency and Funeral Leave) of this Agreement.

ARTICLE XIV
OFF-DUTY HAZARD PAY

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

ARTICLE XV
UNIFORM AND CLEANING ALLOWANCE

15.1: There will be an annual uniform allowance of eight hundred seventy dollars (\$870.00) with four hundred dollars (\$400) to be paid in cash as soon as possible after the commencement of the fiscal year.

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

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

15.4: Officers whose regular assignment requires civilian clothes shall receive their uniform allowance in cash, one-half of which is to be given in July and one-half in January of each year.

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

15.6: To assist in the facilitation of converting to a new uniform color the city will provide a special one time credit to a uniform vendor, determined by the City, for three (3) long-sleeve dark blue shirts and three (3) short sleeve dark ready to wear blue shirts

ARTICLE XVI
LONGEVITY PAY: "53-WEEK PAY"

16.1: All employees covered by this Agreement shall be subject to the "53-Week" pay program as follows: The City of Oak Park, not later than December 7 each year; shall issue special payroll checks to all employees herein concerned, other than the normal pay, based on continuous service with the City of Oak Park.

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

- A. For employees with seven (7) or less years service: 2% of base pay times number of months continuous service divided by 84 = amount of pay, with a cap of \$450.00.
- B. For employees with over seven (7) but less than fourteen (14) years service: 5% of base pay times number of months continuous service divided by 168 = amount of pay, with a cap of \$850.00.
- C. For employees with over fourteen (14) years service: 8% of base pay times number of months continuous service divided by 252 = amount of pay, with a cap of \$1,700.00.

16.3: As this payment is in recognition of years of service, an employee must be on the City payroll on the day of payment. Pro rata pay on termination will not be permitted except those employees of the department who become eligible for retirement shall receive their prorated accumulation of the annual "53-week pay" upon retirement.

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

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

ARTICLE XVII
COURT TIME

17.1: Any employee, who appears as scheduled for Court time at

a time other than his normally scheduled duty hours, shall be compensated at the rate of one and one-half times his current rate for a minimum of two (2) hours.

17.2: Any employee, who is scheduled for Court at a time other than his normally scheduled duty hours and is not given 14 hours notice of cancellation by telephone or other means, shall be compensated at the same rate provided in section 17. 1.

ARTICLE XVIII **PROMOTIONS AND ASSIGNMENTS**

18.1: A PSO I shall not be eligible to take an examination for promotion to any further rank which is based on competitive examination until he has been confirmed as a permanent employee.

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

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

- A. Future assignments to the position of detective shall be for an indefinite, temporary term. Removal and/or reassignment shall be at the discretion of the Director and not subject to grievance.
- B. The removal and reassignment provisions of this section shall not apply to those current, non-probationary detectives who may not be removed without cause. Further, at least five detectives shall be retained in the Department.
- C. The pay of PSO I s assigned to the Investigative Division for six months or less as part of their in-service training shall be 106% of their then current pay commencing three (3) months after entry into such assignment. All other officers under the rank of sergeant shall be paid at the rate 100% of PSO II pay while assigned as detectives.

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

18.5: Promotions to Sergeant.

- A. All PSO I's and PSO II's shall be eligible for promotion to Sergeant, subject to the provisions of Section 1 of this Article.
- B. The promotion to the rank of Sergeant outside of this bargaining unit shall be from a member of this bargaining unit.
- C. Promotions shall be made based on written competitive examination (50%) performance evaluations (50%)
 - 1. Written Examination.
 - a. A bibliography of all test questions will be provided thirty (30) days prior to the date of examination.
 - b. Upon the completion of the scoring of the written examination, the officer will be allowed to review the test and verify the scores.
 - 2. Performance evaluations for the past two years, or for the period of employment if less than two years, shall be averaged to generate the performance evaluations score.
 - 3. The Director shall have the authority to select from the number of candidates with the top scores which represents twice the number of positions open, provided that where there is only one opening he may select from the three top scores.
 - 4. The Director shall maintain a promotion eligibility list based upon the results of the written competitive examination and the performance evaluations. Each eligible person on the list shall be ranked based upon the total score. The promotion eligibility list, once established, shall be good for a period of two years from the date of its creation.
 - 5. In the event of a vacancy for which there is no eligibility list, the Director may fill the position with a temporary appointment which shall not continue for a longer period than three months. Successive temporary appointments shall not be made to the same position under this

provision.

18.6: Staff Aides and Civil Defense Coordinators. Staff Aides and Civil Defense Coordinators shall be appointed on a noncompetitive basis from inside or outside the Department. If promoted from within the Department, their pay shall be increased by the difference between the top of their present scale and the top PSO II pay. The City may replace the two (2) sworn personnel currently serving in the capacity of PSO 11 Staff Aides with civilians. The assignment of sworn officers will be made at the discretion of the Director and the concurrence of the City Manager.

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

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

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

ARTICLE XIX **PERFORMANCE EVALUATIONS**

19.1: The parties agree to the form and reasonableness of the Performance Evaluation program in effect the date of this agreement.

19.2 Each employee shall be evaluated at least semi-annually by his or her shift commander or supervisor if not assigned to a shift. The evaluation will be based on the employee's performance during the prior evaluation period, including the extent to which the employee has maintained skills and abilities. The evaluation shall be in writing and a copy shall be delivered to the employee, who shall acknowledge receipt of the copy. The evaluation form will set forth criteria upon which the employee will be evaluated, and such form will be posted prior to its use. Each employee will be entitled to review the evaluation-privately with his or her shift commander or supervisor, at which review there will be no Association

representation, and thereafter to attach a response not to exceed one page in length to the evaluation. Evaluations and responses, if any, shall be maintained in the employee's personnel file.

ARTICLE XX **PROBATION**

20.1: Probationary Period -New Employees. Probationary period for PSO I classification shall be twelve (12) months. Said probationary period shall not commence until all necessary training and orientation have been completed. Training and orientation period shall not exceed three (3) months so that the total probationary period may not exceed fifteen (15) months. Maximum training and orientation period shall not be deemed to apply to former officers within the Department being rehired or officers being employed who have completed the State required training in other jurisdictions within a reasonable period prior to their employment.

20.2: Probation Period for Promotion. Probationary periods for all other ranks which are filled by competitive process shall be twelve (12) months, subject to a six (6) month extension if deemed necessary by the Director. During the probationary period in any other rank or category, the employee shall be subject to close scrutiny and evaluation and if found to be below standards satisfactory to the appointing authority, may be removed from the probationary position any time during the probationary period. Such removal shall not be subject to appeal. The removal of a probationary employee from a rank, position, or grade, shall not be subject to the impartial arbitration provisions of the grievance procedure (resolution of disputes). All other steps of the grievance procedure (resolution of disputes) may be followed should the employee decide to file a grievance. In the event of such a removal, the employee shall resume the position from which he was promoted. The employee displaced by this action shall return to the position from which he was promoted, and shall be reinstated to the promoted position without competitive exam if an opening occurs, subject to being evaluated by staff as to his skills and qualifications. The period of probation served prior to his displacement shall be credited to him upon reinstatement, and his pay shall be commensurate with his total time in that rank.

20.3: Displacement of Personnel by Non-probationary or Demoted Employees. In the event of the removal of an employee from a permanent or non-probationary position the employee shall resume the position from which he was promoted. The employee displaced by this action shall return to the position from which he was promoted, and shall be reinstated to the promoted position without competitive examination if an opening occurs within four (4) years. The period of probation served prior to his displacement shall be credited to him upon reinstatement, and his pay shall be commensurate with his total time in that rank.

ARTICLE XXI
VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

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

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

21.3: Vacation Accrual:

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

21.4: In addition to the regular vacation benefits provided in Section 21.3, an additional one-half day vacation bonus shall be given to employees taking their vacation leave during the months of January through March, for each week of regular vacation taken. Vacation bonus time shall not exceed one (1) day for each year.

21.5: Employees shall receive credit for eight (8) hours of bonus time if, during the personnel year, they do not use any sick time. This eight (8) hours of bonus time can be added in one eight-hour increment to either the officer's sick time or vacation. This eight (8) hours of bonus time will not be paid in cash

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

21.7: Employee shall be permitted to carry five (5) working days or forty (40) hours accumulated vacation or other banked time to the year following the year in which accumulated. Additional time may be carried over within the discretion and with the consent of the City Manager. If a written request by an employee to carry over additional time is neither denied nor answered within fifteen (15) days of its submission, it shall be deemed to be granted.

21.8: Vacation Schedules. Between February and March employees must make a preference choice for one 10-day block (12 hour shift is a two week block) from April 1st through March 31st of each calendar year. After the first pick (preference),

employees may select a 5-day block (12 hour shift is a one week block). Said selection will be by seniority with the employer allowing at least two persons off per Platoon. After the second pick, officers may put in for time off on a first come, first serve basis for any available time subject to the manpower needs of the department. The request for time off can be made no sooner than 60 calendar days in advance of the time to be taken off.

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

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

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

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

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

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

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

C. If a probationary employee leaves the employ of the City before completing six (6) months of service.

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

ARTICLE XXII

SICK LEAVE AND UNSCHEDULED ABSENCES

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

22.2: The amount of sick leave credit shall not exceed one (1) day per month (8 hours) nor twelve (12) days (96 hours) per year for each employee. The accumulation of sick leave credit shall not exceed one hundred and fifty (150) days for any employee. Upon proper application, employee may opt to be paid off fifty percent

(50%) of their total accumulated sick hours over six hundred (600) on a yearly basis at their current rate. An employee who chooses payment must so elect in writing within 30 days of the date prescribed in each quarter for sell back. Employees will be paid fifty percent (50%) of accumulated sick leave upon retirement or duty connected death. All paid leave days except sick leave days shall be considered as days worked for accumulation of sick leave credits.

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

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

22.4: A certification of illness or injury from a licensed physician may be required by the City Manager as evidence of illness or disability as a condition to payment of compensation for the period of illness or disability exceeding three (3) working days. If unsatisfactory, the City may designate a physician to make an examination at the City's cost or expense.

Determination by the City's appointed physician shall be final and binding on the parties, and if it is adverse to the certification provided by the employee's physician, then such sick time, from the date of such examination shall be disallowed, and the cost of the physician designated by the City shall be borne by the employee. Abuse of the sick leave privilege or falsification of illness or disability shall be grounds for disciplinary action up to and including discharge.

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

22.6: Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty not later than one-half hour before starting time of his particular shift on the first day of his absence, and daily thereafter if not hospitalized, or sick leave pay will not be allowed.

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

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

22.9: Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten (10) work days or 80 hours. Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for sick leave.

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

ARTICLE XXIII **EMERGENCY AND-FUNERAL LEAVE**

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

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

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

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

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

23.5: Emergency leave and funeral leave shall be in addition to other types of leave to which the employee is entitled. A day under this provision is defined as scheduled hours of work.

ARTICLE XXIV
HOSPITAL, MEDICAL, SURGICAL AND DENTAL INSURANCE

24.1: Medical and Hospital Coverage

- A. Effective January 1, 2007 the City shall provide each employee and his/her immediate family with Blue Cross/Blue Shield Community Blue Option I , with 80% mental health care coverage and preventive care as outlined by the plan.
1. Office visits require a \$10 co-pay.
 2. 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 Cross/Blue Shield for medical coverage.
 3. 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.
 4. The City will also provide a Blue Cross/Blue Shield Prescription Rider in addition to the other coverage. Such rider will provide for fifteen dollars (\$15.00) co-pay for each generic prescription and thirty (\$30.00) co-pay for each brand specific prescription. Mail order prescription drug coverage is available in the form where a 90 day prescription may be filled with only 1 co-pay by the employee.
 5. Opt out of medical coverage. For employees choosing to opt out of medical coverage, the employer shall pay \$200.00 per month for those with two-person coverage and \$210.00 per month for full family coverage. If an officer retires after July 1, 2006 and they are married to a City employee or retiree who also receives medical coverage from the City, the City has no obligation to provide the retiree medical coverage and payment in lieu of medical coverage. If the couple divorces then medical coverage will be reinstated as stipulated by this section and section 24.4 and the employee shall again receive the coverage provided by this agreement.

- B. Public Safety Officers will have the opportunity, at their own expense, to elect to have the Blue Cross/Blue Shield Master Medical including catastrophic coverage with the transfer of psychiatric inpatient and outpatient care from the basic. They may do so by participating in the annual open enrollment period. The city will also continue to provide employees the option to participate in the Blue Care Network, with a prescription rider of \$ 2. Should employees elect either option, they will be required to pay any additional cost above the cost of the Blue Cross/Blue Shield Community Blue Option 1 coverage.
1. The City will also provide a prescription rider in addition to the other coverage. Such rider will provide for generic drugs ten dollars (\$10.00) and for specific drugs twenty dollars (\$20.00) co-pay. Effective when all other employee unions and non-union employees receive \$15 generic/ \$30 specific, this will also apply to the Union.
 2. The City will provide Blue Cross/Blue Shield Riders covering first-aid emergency costs, voluntary sterilization cost, and reciprocal hospital benefits. Such riders shall be administered in accordance with the terms and conditions, rules and regulations of the Michigan Hospital Service.

24.2: Dental Coverage. The City shall provide a Group Dental Insurance Program with benefits as follows:

<u>Type of Service</u>	<u>Policy Coverage</u>
Class I Benefits	Basic Dental Services 100%
	Balance of Class I Benefits - 90%
Class 11 Benefits	Prosthodontic Dental Services 75%
	\$1,000 Maximum per person per contract year of Class I & II's
Class III Benefits	Orthodontics 50%
	\$1,000 Lifetime Maximum per person

24.3: Optical Coverage. The City shall pay 70% of the cost and the employees shall pay 30% of the cost.

24.4: Continuance of Insurance Policies.

A. The City shall continue to maintain Hospital, Medical, Surgical, Dental, Optical and Prescription Insurance coverage and benefits for an employee on duty disability leave and for his family under the insurance programs in force.

B. The City shall continue to maintain Hospital, Medical and Surgical insurance coverage for an employee and their dependents on non-duty disability leave. New officers hired after date of execution of this agreement will receive this non-duty disability coverage for three years from the date of separation from the city.

C. The City shall continue to maintain Hospital, Medical, Surgical, Dental, Optical and Prescription rider benefits for the widow and children (under 19 years) of an employee killed in the line of duty.

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

E. Retiree's Blue Cross. The percentage of retiree's Blue Cross premium that will be paid by the City for new hires (hired after January 18, 1993) shall be as follows:

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

For any current member of the group, (those hired before January 18, 1993) they would qualify for one hundred percent Blue Cross retiree premium paid by the City at twenty years and each other category would accelerate accordingly. Those employees hired after May 2, 2005 will be eligible for retiree medical coverage after 25 years of service. For any member that qualifies for a Duty Disability Injury or Pension, their medical benefits shall continue to be provided regardless of time in service according to all of the Provisions of the Workers Comp Act and the Pension Ordinance.

F. In the event a retiree shall live in a state which does

not provide identical benefits for the same premium, the City's obligation hereunder shall be discharged by the furnishing of the policy, and the City shall not be obligated to supplement the policy by any other payments.

G. In the event hospitalization insurance benefits are increased for other employees of the City, such benefits shall be provided for employees of the Department of Public Safety at no additional cost to said employees.

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

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

I. The City shall make available, at least once a year, at the time designated by the health insurance carrier, for interested persons to voluntarily change their medical insurance from the standard policy to an HMO Health Maintenance Organization or a PPO Prescribed Provider organization. If the employee opts to make this change to an approved HMO or PPO, all costs of the basic medical/hospital/surgical and rider provisions will be borne by the City.

ARTICLE XXV **LIFE INSURANCE**

25.1: The City shall provide term life insurance coverage for all employees as follows:

Public Safety Officers I and II -\$35,000

25.2: During the term of this contract, Public Safety Officers may, at their own expense, purchase \$10,000 of additional life insurance benefits at the current City group rates. Said costs for the additional \$10,000.00 of life insurance shall be borne entirely by the officers and shall be deducted from their normal pay. If the City is subject to an increase in group rates for life insurance, the officers will be notified at least two weeks in advance that said costs of such increase for the additional \$10,000 of life insurance only, shall be added to the officer's deduction as soon as it is possible within the payroll division.

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

ARTICLE XXVI **DISABILITY LEAVE**

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

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

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

26.2: Non-Duty Disability . From and after the date of execution of this Agreement, the City will provide a non-duty disability insurance plan to provide accident and sickness benefits in the amount of sixty-six and two-thirds (66-2/3) percent of the base pay for the employee until the age of retirement. Such benefits are to be paid according to the terms and conditions of the insurance plan to employees who incur an illness, injury or who are disabled other than in the course of their employment. Such program shall provide for a twenty-eight (28) day waiting period prior to the commencement of benefits. If the employee is off-duty for one (1) year or longer, the City shall restore 14 days of time credits which may have been used during the waiting period.

Benefits shall not exceed \$4,500.00 per month.

ARTICLE XXVII
RESOLUTION OF DISPUTES

27.1: Grievance Procedure.

A. Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth, which shall govern the handling of all grievances arising on or after this date.

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

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

D. All time limits provided in the grievance steps shall be deemed to be of essence and shall be strictly construed. Waivers of time limitation shall be in writing. Failure to make a timely response to a request for extension of time shall be deemed to be consent of the request.

E. Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement, shall be settled in accordance with the procedures set forth below:

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

Step 2. The written grievance shall be discussed between the designated representative and the Director of Public Safety or his designee, who shall give his written decision within ten (10) working days (excluding Saturdays, Sundays and Holidays) of receipt of the written grievance.

Step 3. In the event the grievance is not settled in

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

Step 4. If the Association is not satisfied with the decision in Step 3, the final Step in the resolution of the dispute shall be an impartial arbitrator, selected pursuant to the rules and regulations for voluntary arbitration of the American Arbitration Association.

1. A demand for arbitration must be served by written notice to the City, within ten (10) days after the receipt of the disposition at Step 3 of intent to submit the issue to an impartial arbitrator for binding arbitration. Following such notice of demand to arbitrate, the parties shall proceed according to the rules and regulations of the American Arbitration Association, in regard to voluntary labor arbitration. Failure by the Union to file for arbitration within 90 days of notice to the Employer, shall be considered a withdrawal of the grievance, with prejudice, by the Union.

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

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

4. No employee shall be disciplined without just cause.

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

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

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

8. An agreement reached between the City and

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

9. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed to between the Association and the City.

10. Authorized non-employee representatives of the Association shall be granted permission, upon reasonable request to the City Manager, to enter any area of the City operations for the purpose of adjusting grievances with the designated supervisor.

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

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

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

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

D. The City, in no event, shall be required to pay back for more than three (3) working days prior to the date a written grievance is filed. In the case of a pay shortage of which the employee could not have been aware before receiving his pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files his grievance within twenty (20) working days after receipt of such pay.

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

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

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

27.3: Disciplinary Actions, Where Criminal Charges May Be Brought.

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

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

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

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

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

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

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

27.4: Disciplinary Actions, Where Criminal Charges Are Not Contemplated.

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

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

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

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

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

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

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

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

27. 5 : Interviews by Supervisors. Whenever an officer is counseled concerning his supervisor's evaluation or productivity, he shall not be entitled to Association representation.

However, an employee shall be entitled to representation by an appropriate Association representative at any and all meetings at whatever state disciplinary action is threatened or contemplated, or from which meeting disciplinary actions will ensue.

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

ARTICLE XXVIII **HEALTH AND SAFETY**

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

ARTICLE XXIX **SIX FOR EIGHT RULE**

29.1: Whenever an officer assigned to the operations Division has requested time off from work on an authorized leave, and said

officer is required to come in to work to stand roll call until it can be determined that there is sufficient minimum shift strength, and upon satisfaction of the shift commander that there is sufficient minimum shift strength to permit said officer to take such requested time off, said officer shall be permitted to take off with only six hours being charged against his leave time. Such rule shall be henceforth known as the "Six for Eight Rule" and shall be subject to modification from time to time by the Director of Public Safety. Those employees working a 12 hour shift, shall have a "9 for 12 Rule".

ARTICLE XXX **TWO PERSON PATROL CARS**

30.1: There shall be at least one two-person car on duty during the night shift. Said car shall contain two sworn uniformed officers, PSO I or PSO II's. Any additional two person cars shall be at the discretion of management. A back-up car shall be dispatched whenever circumstances require that a one person patrol car be dispatched to a crime in progress. Members of the department, including stand-by personnel, may be assigned to the patrol function at the discretion of the director, except for permanently promoted detectives unless in cases of national emergencies or civil unrest.

ARTICLE XXXI **PENSIONS**

31.1: All of the remaining provisions of the Charter of the City of Oak Park dealing with the Employees' Retirement System and the ordinances promulgated pursuant thereto shall remain in full force and effect, except as modified by this Article.

31.2: For the purpose of this provision, a non-covered member of the Oak Park Employees Retirement System shall be defined as any member who is not covered under the Federal Social Security Old-Age and Survivors' Insurance Program on account of his City employment,

31.3: Provision shall be made for the voluntary retirement of any non-covered member at age 50 years or over provided that the member has ten (10) or more years of service credit. Employees also have the option and are eligible for retirement after completion of 25 years of credited service regardless of age. Provision shall be made for the compulsory retirement of any non-covered member at age 60 years or over. In time of national emergency, the Council may increase either or both the voluntary retirement age and the compulsory retirement age for any class or classes of members.

31.4: The City shall cause to be paid to the same Employees Retirement System, all sums determined by the City's actuary to be necessary to fund the Employees Retirement System at the proper level to provide for that portion of each non-covered member's pension which would be equal to 2.8% of the Final Average

Compensation times the number of years of credited service upon attainment of retirement age.

31.5: Service retirement allowance to be paid shall be as set forth in Section 55-27 of the Ordinance Code of the City of Oak Park, except the final compensation shall be the average of the highest annual compensation received by a member from the City during three years of service contained within ten years of service immediately preceding retirement for City service for persons hired prior to July 1, 1984. For those persons hired as of July 1, 1984, the three (3) last years will be used as the basis for Final Average Compensation.

31.6: In no event shall this pension exceed 70% of the Final Average Compensation. Final Average Compensation shall include not over 1200 hours of all accumulated leave time for persons hired prior to July 1, 1984. For persons hired since July 1, 1984, no more than six hundred and fifty (650) hours of additional earned hours of Sick, Vacation or Miscellaneous Leave will be added into the Final Average Compensation, If any additional time remains to be paid, it shall be paid to the individual in accord with current procedures but shall not be folded into the Final Average Compensation for individuals hired since July 1, 1984.

31.7: The contribution rate for all employees shall be 5.55% of gross pay. Officers hired after date of ratification of this contract will contribute 7.5%.

31.8: All members of the bargaining unit employed on and after July 1, 2001, shall be eligible to receive an allowance that will increase their annual retirement pension by 2.5% on each 5-year anniversary of their retirement. The increase will be effective in the anniversary month of retirement and shall be cumulative and applied to the annual pension paid in the year immediately prior to each five-year anniversary.

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

A. Municipal time:

1. The cost for each year of service will be calculated taking the earning from the municipality you worked for, in the year you are buying back, multiply those earnings by the current employee contribution rate and add on compounded interest at the current net yield of the fund. The years bought will be the most recent prior municipal employment.
2. Municipal time is defined as service with a U.S. City, Township, County, Village, Road Commission, Drain Commission or Court System. It will also include employment where the employee was a state certified police officer.

3. The employee may purchase the time by lump sum payment for that time, with a minimum of not less than 1 year in each purchase (with the last purchase being less than 1 year), or they may utilize payroll deduction with an amount to be deducted each pay period for the time to be purchased.
 - a. On a request to purchase prior municipal time, either the prior earnings or current base annual salary, if not military service, will be multiplied by the current contribution rate and compound interest on retirement system net yield added. If the payroll deduction method is selected, additional interest at the City's current interest yield for each year will be added for the period the employee chooses to spread the purchase. Purchased years will not be added to the employee's credited service until payment for the buy-back time is received in full by the City.
4. There cannot be duplicate pension service credit for any year in both Oak Park and the municipality whose prior municipal time is purchased.
5. There is a maximum buy-back of 5 years of prior municipal service. The buy-back must begin within 3 years of eligibility and the payment be spread over a period no longer than the amount of time purchased.

B. Military Time:

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

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

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

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

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

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

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

The City will contribute 7.5% of base compensation to the defined contribution program (based upon an 84 hour workweek) and match up to an additional 3% of base compensation contributed by the employee. Employees are 100% vested after 1 year of employment. Current employees could decide to convert from their defined benefit pension to the defined contribution program within 6 months of this agreement. Any conversion will be actuarially computed to an equivalent value and cause no financial harm to the Retirement System. Employees will pay the cost for this calculation.

ARTICLE XXXII STRIKES AND LOCK-OUTS

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

ARTICLE XXXIII LAYOFFS

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

33.2: When promotional classified positions are discontinued due to layoffs for economic reasons, the officer holding the discontinued position shall be reduced in pay and rank to that which he previously held, and the rights which are accorded to him on the basis of tenure shall be those which would have accrued had he not been promoted.

33.3: When laid off personnel are re-called to employment, they shall be recalled in inverse order of their layoff. Any officer whose classification is changed because of layoff shall be entitled to the position he left it if is reestablished.

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

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

ARTICLE XXXIV WEAPONS

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

ARTICLE XXXV REQUEST FOR LEAVE TIME OTHER THAN VACATION

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

ARTICLE XXXVI MAINTENANCE FUNCTIONS

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

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

36.3: Vehicle Fluids Check. Each Public Safety officer, regardless of position, shall be responsible for the operating condition and proper equipment of the vehicle assigned to them in accord with the following provisions.

A. All Public Safety personnel shall be responsible for having the oil, water and transmission fluid levels in their vehicles checked and maintained by the Department of Public Works personnel assigned to this function.

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

C. Public Safety personnel shall be responsible for the inventory and maintenance of all Public Safety and other equipment on vehicles. Only the aforementioned fluid checks are the responsibility of the Department of Public Works. In inclement weather, vehicles not assigned to Operations Division shall also be checked by Operations Division over the weekend or during period of nonuse due to vacations, etc., to ensure they are capable of starting.

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

ARTICLE XXXVII **MINIMUM MANPOWER**

37.1: The Department shall maintain no less than 45 sworn bargaining unit members assigned to operations division. Said numbers do not include civilian dispatchers. The City will fill all budgeted positions as soon as possible, without delay

ARTICLE XXXVIII **RESIDENCY**

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

ARTICLE XXXIX **EMPLOYEE PREGNANCY**

39.1: The parties hereto recognize that pregnancy is not, of and by itself, a sickness, illness or disability. However, the parties also

recognize that a pregnancy can result in physical conditions which would impair the ability of an officer to perform her duties, and that pregnancy related illness or sickness may result in some form of disability. The parties also recognize that so-called maternity leaves or child care leaves, beyond that period of time when an employee is disabled from performing her job duties, will disrupt the operations of the department.

Recognizing these facts, the parties agree as follows:

A. There shall be no maternity leaves or child care leaves permitted.

B. When an employee learns she is pregnant, she shall immediately notify the City and provide the expected date of delivery, attending physician, and provide periodic medical reports to the City from her attending physician, certifying her ability to perform her job duties.

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

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

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

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

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

ARTICLE XL **JURY DUTY**

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

ARTICLE XLI
TUITION REIMBURSEMENT

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

ARTICLE XLII
ANIMAL CONTROL DUTY

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

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

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

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

- B. Assist stalled motorists
 - 1. Push from roadway;
 - 2. Summon tow trucks;
 - 3. Set out flares as warning to other traffic.

- C. Assist motorists into vehicles when keys are locked inside.

- D. Abandoned vehicles
 - 1. Take initial reports;
 - 2. Check back;
 - 3. Impound/write supplemental reports.

- E. Enforce parking regulations
 - 1. Issue tickets;
 - 2. Mark tires in time restricted zones;
 - 3. Testify in court.
- F. Make requests for service where required.
- G. Pick-up illegally placed signs.
- H. Assist in transport of equipment to and from fire scenes.
- I. Miscellaneous errands
 - 1. Pick-up prisoner meals;
 - 2. Transport vehicles to/from Service Center;
 - 3. Transport radios to/from repair center;
 - 4. Pick-up meals for standby/other station officers.
- J. Patrol city
 - 1. Be alert for situations normally demanding his attention;
 - 2. Be alert for situations that call for attention of PSO.
- K. Deliver City Council packets.
- L. Close polls, transport election results to the County.

ARTICLE XLIII
DURATION

43.1: This Agreement, including all attachments thereto, shall become of full force and effect on July 1, 2006 and shall continue in full force and effect until midnight, June 30, 2010 or until a subsequent agreement is successfully negotiated.

FOR THE CITY

Gerald E. Naftaly
Mayor

Sandra Gadd
City Clerk

FOR THE UNION

Erik Sanders
OPPOA President

Kenneth Grabowski, POAM
Business Representative