

6/30/87

CONTRACT
CITY OF OAK PARK
AND
PUBLIC SAFETY OFFICERS ASSOCIATION
JULY 1, 1984 TO JUNE 30, 1987

Oak Park, City of



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement, entered into this 1st day of July 1984, by and between the City of Oak Park, a municipal corporation, hereinafter referred to as the "City," and the Oak Park Police Officers Association (Public Safety Officers Association), hereinafter referred to as the "Association."

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

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

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

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

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

ARTICLE I

RECOGNITION AND DEFINITIONS

A. RECOGNITION

1. The City hereby recognizes the Association as the sole and exclusive bargaining representative of all sworn officers of the Oak Park Public Safety Department, excluding all probationary employees 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.

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.

B. DEFINITIONS

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

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

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

ARTICLE I

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.

5. 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 a continuous employment.

ARTICLE II

MODEL REPRESENTATION PROVISION: REPRESENTATION

A. REPRESENTATION

It is the purpose of this Agreement to make lawful provision for voluntary Association membership by all those who choose and payment by all others of a representation fee. Employer will not discriminate in regard to hiring, terms or conditions of employment in order to encourage or discourage membership in the Association.

1. Existing employees who have previously executed membership or dues authorization cards, shall be deemed continuing members subject to the provisions of this Agreement.

2. On or before the thirty-first day following an employee's certification as permanent, but not while a probationary employee, each employee covered by this Agreement shall decide whether or not to apply for membership in the Association. In the event that the employee chooses to refrain from membership, the employee shall execute the representation fee authorization card provided; otherwise, the employee shall execute the dues authorization card as provided above.

3. Employees covered by this Agreement who are not members of the Association shall pay for their fair share of the costs of representation. The cost of representation is described herein as a "representation fee." That amount shall be determined by the Association.

a. The Employer shall forthwith commence deduction of the representation fee thus determined by the Association. However, within thirty (30) days after the initial deduction of the representation fee, any employee or employees who challenge the amount of the fee shall do so by a written objection delivered to the Association's Office within said thirty (30) days.

b. Upon the filing of a challenge within the thirty (30) day period described in 3a, the issue shall be resolved through arbitration in accordance with the rules of the American Arbitration Association. Any additional challenges filed within the thirty (30) day period shall be consolidated with the pending arbitration proceeding.

c. The Arbitrator shall determine what cost items claimed by the Union are properly includable.

d. All fees and expenses of the Arbitrator and the Association shall be borne equally among each and every party involved.

e. The Arbitrator's decision shall be final and binding upon all parties involved.

4. Any employee who is covered by this Agreement and who, in any month, is not a member of the Association, shall be obligated to pay the representation fee for that month and all months during which he was represented and paid neither dues nor representation fee. Employees who fail to comply with this requirement shall

be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association, unless the Employer is otherwise notified by the Association in writing within said thirty (30) days; provided, that the Association shall release the Employer from fulfilling the obligation to discharge if, during the thirty (30) day period following notice to the Employer from the Association, the employee pays the representation fee retroactive to the due date and confirms his intentions to pay the required representation fee in accordance with this Agreement.

5. The Employer shall provide the Association with a list of all employees covered by this Agreement and shall up-date that list by the 15th of each month, designating thereon which employees have executed the dues authorization card and which have executed the representation fee card.

6. In the event of amendment to existing law or change in court rulings so as to authorize other forms of Association security clauses for public employees in the State, either party may give notice to the other party of a desire to negotiate a provision with respect thereto, and both parties agree to meet within fifteen (15) days from the date of receipt of such notice and to negotiate on substitute or amended association security provisions. Nothing in the Collective Bargaining Agreement shall be deemed to bar such amendment or negotiation, or other action to enforce such right to amend.

B. DUES CHECK OFF

1. The Employer agrees to deduct from the wages of any employee who is a member of the Association, all association membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that said form shall be executed by the employee. The written authorization for Association dues deduction shall remain in full force and effect during the period thirty (30) days immediately prior to expiration of this Agreement. The termination must be given both to the Employer and to the Association.

2. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee and the Association hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Association, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and/or initiation fees.

3. The Employer agrees to provide this service without charge to the Association.

C. REPRESENTATION FEE CHECK OFF

1. The Employer agrees to deduct from the wages of any employee who is not a member of the Association, the Association representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein, provided that the said form shall be executed by the employee.

The written authorization for representation fee deduction shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice, given the period thirty (30) days immediately prior to expiration of this Agreement. The termination notice must be given both to the Employer and to the Association.

2. The amount of such representation fee will be determined as set forth in Article II of this Agreement.

3. The Employer agrees to provide this service without charge to the Association.

ARTICLE III

MANAGEMENT RIGHTS

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 the control of equipment, supplies and materials, the right to determine the number and location or relocation of its facilities, to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, and the right to contract services by others provided the contract services shall not be for normal police and fire services for which regular Public Safety Officers are available.

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.

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 to 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.

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 expressed 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 IV
ASSOCIATION ACTIVITIES

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.

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.

ARTICLE V

HOURS OF WORK

1. Notwithstanding other sections of this Agreement, the City shall have the sole and exclusive right to establish the hours of work and to assign personnel as determined by the Director to be required and necessary to fulfill the duties and obligations of the City and the Department of Public Safety.
2. Under extenuating circumstances, personnel will be permitted to exchange days off, providing such exchanges do not interfere or conflict with normal operation of the Department, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Director of Public Safety, or his authorized representative.
3. Nothing contained in this Article shall be construed so as to inhibit the Director of Public Safety from making such orders as are necessary to ensure adequate shift strength.
4. The City will provide equitable distribution of overtime in all divisions, including the criminal investigation division.
5. The Department of Public Safety shall post a twenty-eight (28) working day schedule for all divisions of the Department, including the criminal investigation division. There shall be a seven (7) day notice of any change in said schedule, except where circumstances reasonably prohibit giving such notice.

WAGE, COST OF LIVING ALLOWANCE AND OTHER ECONOMIC BENEFITS

A. Salary Plan

1. The general wage scale for members hired prior to July 1, shall be as follows in Chart A, B & C and it shall be paid retroactively to July 1, 1984 except as stated in Article VI, Section 5.

The general wage scale for 1986-87 cannot be included until COLA adjustments for Fiscal Year 1985/86 is known.

CHART A

PAY PLAN PUBLIC SAFETY OFFICER AS OF JUNE 30, 1984

<u>DIFFERENTIAL %</u>	<u>CLASSIFICATION</u>	<u>MAXIMUM RATE</u>
100%	PSO Policewoman	\$29,894.59
106%	PSO Policewoman Dispatcher***	31,688.27
100%	PSO I	31,636.59
106%	PSO II Dispatcher*	32,902.05
108%	PSO II Detective **	34,167.52
115%	Sergeant \$34,558.29 \$35,387.69	36,382.08
125%	Lieutenant 37,464.94 38,367.85	39,545.74
135%	Captain	42,709.40
145%	Deputy Director	45,873.06

* See Letter

** Includes Staff Aides, Sworn Emergency Services Coordinator and sworn Fire Inspector.

*** The 106% for a PSO Policewoman Dispatcher is 6% higher than a PSO Policewoman only.

- a. The Director of Public Safety has the authority to withhold any step where the officer has failed to perform adequately, as evidenced by his supervisors' evaluation of his performance. Where the withholding has been in effect for six (6) months, no additional hold may be made unless disciplinary action is brought against the officer; provided that step increases may not be withheld for officers with rank of PSO II or higher.
- b. Any officer assigned to substitute for a PSO II Desk Officer for more than one (1) hour in any one shift, shall be paid an hourly increment which is equal to the difference between top PSO II and top PSO I divided by 2080 hours.
- c. Effective July 1, 1984 with this Agreement, officers confirmed in rank shall receive the wage scale appropriate to their rank as set forth in Chart B (July 1, 1984).
- d. All PSO I's who are at top pay prior to this Agreement becoming effective shall remain at top pay upon its becoming effective.

CHART B

PAY PLAN PUBLIC SAFETY OFFICERS FOR FISCAL YEAR 1984/85

In accord with the negotiated pay scale for officers hired prior to July 1, 1984, salaries as of July 1, 1984 include the current base pay of June 30th, 1984 as listed on Chart A which already includes the 1983/84 COLA adjustment in the amount of \$436.80 plus a 4.0% increase in base pay.

PAY PLAN 1984-85

<u>DIFFERENTIAL</u>	<u>CLASSIFICATION</u>	<u>MAXIMUM RATE</u>
100%	PSO Policewoman	\$ 31,090.37
106%	PSO Policewoman Dispatcher***	32,955.79
100%	PSO I	32,902.05
106%	PSO II Dispatcher*	34,876.17
108%	PSO II Detective**	35,534.21
115%	Sergeant \$35,941.00 \$36,803.58	37,837.76
125%	Lieutenant 38,963.53 39,902.55	41,127.56
135%	Captain	44,417.77
145%	Deputy Director	47,707.97

*Differential of 106% for PSO II Dispatchers, same reason as from Chart A

**Includes Sworn Staff Aides, Sworn Emergency Services Coordinator,
Sworn Fire Inspector

***The 106% for PSO Policewoman Dispatcher is 6% higher than a PSO Policewoman only.

Same a., b., c., d., footnotes from chart A apply here.

CHART C
PAY PLAN FOR FISCAL YEAR 1985/86

Salaries as of July 1, 1985 for officers hired prior to July 1, 1984 includes full current base pay as of July 1, 1984 as listed on Chart B plus a 5% increase in base pay maintaining the same rank differentials but with no cumulative COLA fold in for 1984/85.

PAY PLAN PUBLIC SAFETY OFFICERS 1985/86

<u>DIFFERENTIAL</u>	<u>CLASSIFICATION</u>	<u>MAXIMUM RATE</u>
100%	PSO Policewoman	\$ 32,644.89
106%	PSO Policewoman Dispatcher	34,603.58
100%	PSO I	34,547.15
106%	PSO II Dispatcher	36,619.98
108%	PSO II Detective	37,310.92
115%	Sergeant \$37,669.78 \$38,573.73	39,729.22
125%	Lieutenant \$40,800.62 \$41,782.61	43,183.94
135%	Captain	46,638.65
145%	Deputy Director	50,093.37

CHART D

Salaries for probationary employees hired as of July 1, 1984 shall be listed below. The starting salary and all subsequent salary steps shall be adjusted each July after salary increases are granted.

	<u>JULY 1, 1984</u>	<u>JULY 1, 1985</u>
START	10.1600 \$21,132.76	10 6680 \$22,189.40
SIX MONTHS	10.3632 \$21,555.42	10.8813 \$22,633.19
12 MONTHS	10.5704 \$21,986.53	11.0990 \$23,085.85
18 MONTHS	10.7819 \$22,426.26	11.3209 \$23,547.57
24 MONTHS	10.9975 \$22,874.79	11.5474 \$24,018.52
30 MONTHS	11.2174 \$23,323.29	11.7783 \$24,498.89
36 MONTHS	11.4418 \$23,798.94	12.0139 \$24,988.87
42 MONTHS	11.6706 \$24,274.92	12.2542 \$25,488.65
48 MONTHS	11.9040 \$24,760.42	12.4992 \$25,998.42
54 MONTHS	12.1421 \$25,255.63	12.7492 \$26,518.39
60 MONTHS	15.8183 \$32,902.05 (Top Pay)	16.6092 \$34,547.15 (Top Pay)

The salary step increases to be granted at six (6) month intervals are each to be 2% through the fifty-four month step. The last increase granted at sixty (60) months will be the difference between the fifty-four month step and the current top pay of a PSO I.

The difference between the 1984 and 1985 starting pay for probationary employees is 5% which is the same increase as granted permanent PSO on July 1, 1985.

2. The accumulated cost-of-living for the contract year 1983-84, as limited by the thirty-five (\$.35) cents per hour cap, shall be added to the base pay to which an officer is entitled to July 1, 1984, on the first payroll following receipt of the BLS Index for June of the preceding contract year. There shall be no cost-of-living fold in for contract year 1985-86. There shall be a cost-of-living fold in for contract year 1986/87 subject to a cap of thirty-five cents per hour and the COLA Formula as stated on page 23.

3. The base pay for PSO and PSO I for the contract year of 1984/85 shall be the sum obtained in the immediately preceding Section 2, plus 4% in all steps.

4. The base pay for PSO's and PSO I's for the contract year 1985/86 shall be an increase in base pay of 5% in all steps with no COLA fold in.

5. The base pay for 1986/87 shall be the sum obtained in the immediately preceding Section 2 plus 4% in all steps.

6. The base pay for all other ranks for the contract years of 1984/85 through 1986/87 shall be computed with the same percentage rank differentials as were used in 1981/82 except for dispatchers which shall be 106%.

7. Pay increases for all classifications shall be retroactive to July 1, 1984 for all employees, including those who have retired prior to the date of execution of the contract, excluding, however, any officer whose service with the City was terminated other than

by retirement and excluding any officer who was a probationary employee. Any payments to retired officers shall be included in a recomputation of their final average compensation for purposes of computing retirement benefits.

Computations to be made on all hours worked, 53rd week pay (longevity) and sell back of sick time.

ARTICLE VI

B. OVERTIME

The payment for extra duty performed (overtime) shall be made only in accordance with the following provisions:

Operations Divisions

1. Overtime will be paid at one and one-half times the officers' current rate for extra duty, except when ordered to attend training schools. Compensation for overtime shall be earned accordingly;
 - a. 0-15 minutes after shift - no pay, no comp
 - 16-30 minutes after shift - one half hour of overtime pay at rate of time and a half or 45 minutes of comp time.
 - 31-45 minutes after shift - 45 minutes of overtime pay at the rate of time and one half or one hour of compensatory time.
 - 46 minutes or more - one hour of overtime, no option of comp time.
 - b. When an officer accumulates eight or more hours of compensatory time, he must take his time off as soon as possible.
 - c. 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.
 - d. 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 of less than two hours before reporting, he will be paid at the rate of

ARTICE VI

twice the officers' current rate, for a minimum of two hours. No compensatory time will be given for call-back pay.

Investigations Division

3. Overtime will be paid at one and one-half the officers' 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 minutes 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 (1½) to a maximum of forty (40) 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, hour, and/or overtime regulations.

Administrative Services Personnel

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

C. STAND-BY ALERT PAY

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

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

a. The Director, Deputy Director or Captain 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.

D. COST OF LIVING CLAUSE

Employees covered by the Agreement shall receive a cost-of-living allowance effective on and after July 1, 1984, subject to the terms, definitions and limitations stated herein.

1. Determination of the cost-of-living allowance shall be made by reference to the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor, United States City Average (1976=100) hereinafter referred to as BLS Index. The cost-of-living shall be paid quarterly, for all years of this contract, as follows:

a. With the first payroll which can be prepared next following receipt of the BLS Index for September 1984 the cost-of-living allowance shall be paid consisting of one (\$.01) cent per hour for each 0.4 index point increase in the BLS Index for September 1984 over that for July 1984 for all hours worked during the months of July, August and September, 1984.

b. With the first payroll which can be prepared next following receipt of the BLS Index for December 1984, the cost-of-living allowance shall be paid consisting of one (\$.01) cent per hour for each 0.4 index point increase in the BLS Index for December 1984 over that for July 1984, for all hours worked during the months of October, November

and December, 1984.

c. With the first payroll which can be prepared next following receipt of the BLS Index for March 1985, the cost-of-living allowance shall be paid consisting of one (\$.01) cent per hour for each 0.4 index point increase in the BLS Index for March 1985 over that for July 1984, for all hours worked during the months of January, February and March

d. With the first payroll which can be prepared next following receipt of the BLS Index for June 1985, the cost-of-living allowance shall be paid consisting of one (\$.01) cent per hour for each 0.4 index point increase in the BLS Index for June 1985, over that for July 1984 for all hours worked during the months of April, May and June 1985.

2. The cost-of-living allowance paid for the year commencing July 1, 1984 and ending June 30, 1985 shall be the increase as computed in Paragraph 1, using the BLS Index for July 1984 as the base in each quarter.

3. The cost-of-living allowance paid for the year commencing July 1, 1985 and ending June 30, 1986 shall be the increase as computed in Paragraph 1, using the BLS Index for July 1985 as the base in each quarter.

4. The cost-of-living allowance during the contract years of 1984-87 shall be limited to thirty-five (\$.35) cents per hour, and in no event shall the cost-of-living allowance exceed said thirty-five (\$.35) cents per hour for any quarter or any contract year.

5. An employee must have worked the entire three (3) month quarter in order to receive the cost-of-living allowance or additional cost-of-living allowance for that quarter.

6. For purposes of definition, "time worked" shall include vacation time, sick time, duty disability leave, holiday time, schedule adjustment time and personal leave time.

7. If the cost-of-living cap is increased for any other City employees during the term of this Agreement, the same increase shall be given to the employees covered under this Agreement.

8. At the end of the contract year 1984/85 and the contract year 1986/87 the accumulated cost-of-living increases for that contract year shall be included in the base salaries.

9. There shall be no inclusion of the accumulated cost-of-living increase for 1984/85 in the base pay beginning the contract year 1985/86. Quarterly payments will be paid during the 1984/85 year, 1985/86 year and the 1986/87 year.

E. HOLIDAYS

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

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

2. On January 1 of each year, the City will advance to all employees in the Operations Division thirteen (13) days or one hundred four (104) hours as a holiday bank.
3. 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.
4. Employees shall receive double pay for all hours worked on Thanksgiving and Christmas Day. Seniority shall be used to permit voluntary selection of time off.
5. If additional holidays are given to other employees during the life of this Agreement, employees of the Department of Public Safety shall receive a holiday bank credit for each such holiday.

F. SCHEDULE ADJUSTMENT TIME

All officers in the Operations Division shall be credited in advance with certain schedule adjustment time (S.A. Time) in order to normalize their total assigned hours of work, as follows:

1. Only those officers assigned to the four-platoon 28 day work schedule are eligible for advances.

2. 19 1/2 days SA Time will be credited annually. One-half will be credited on July 1, and January 1 annually.

3. Officers must have their January 1 advance reduced to a balance of not over one and one-half days or 12 hours by July 1. They may carry that one and one-half days or 12 hours into the second half. Any deviations from this section must be with the express approval of the Director.

4. Officers shall be permitted to sell back up to thirty-two (32) hours of salary adjustment time at the officer's current basic rate of pay.

Officers must have their July 1 advance reduced to a balance of not more than one and one-half (1½) days, or twelve (12) hours, by January 1 of the next year. They shall be permitted, however, to sell back sixteen (16) hours in December, which may be counted towards the reduction of this balance. On July 1, they may carry forward not more than one and one-half (1½) days, or twelve (12) hours, from the preceding year. They shall be permitted to sell back sixteen (16) hours in June. This sellback can be used to reduce their balance into the allowable carryover. Any deviations from this section must be made with the expressed approval of the Director.

5. Officers who are assigned other special details on which 40 hour weeks are scheduled will have the equivalent S.A. Time deducted from their balance at the end of each schedule.

6. Officers who are newly assigned to the four-platoon 28 day work schedule between the annual crediting dates will be granted a pro rata advance for the number of schedules to be worked during the six month accounting period.

7. Officers with less than six months experience, to whom an S.A. advance has been made need not wait for the completion of six months experience to take the time off. They will be allowed to carry no more than the regular one and one-half days of 12 hours into the next accounting period.
8. Officers terminating between S.A. accounting periods will have the amount of advance S.A. Time used but unearned deducted from final pay.
9. Sergeants and Lieutenants assigned to the Patrol Section shall be granted forty (40) hours of compensatory time for each contract year to be used under the same provisions as is all other compensatory time, in recognition of the time required for such officers to prepare for roll call and completion of the shift and all other matters in excess of the normal shift hours. Twenty (20) hours are to be advanced on the first day of July of the fiscal year and the remaining twenty (20) hours are to be advanced on January 1 of the fiscal year.
10. Whenever the City is compelled by federal or state law to implement minimum wage, hour and over-time regulations, S.A. Time may be scheduled off during the 28 day cycle in which it is earned. The choice of such assigned S.A. days off will be made by seniority by rank and then by date of hiring into last period of continuous employment. Until that time, S.A. time off will not be scheduled.

G. PERSONAL LEAVE DAYS

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

2. Employees shall be granted two (2) paid personal leave days per year. 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 XI of this Agreement.

H. OFF-DUTY HAZARD PAY

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 is exposed. \$182.50 of said sum shall be paid on the first regular pay day 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.

I. UNIFORM ALLOWANCE

1. There will be an annual uniform allowance of six-hundred ninety-five dollars (\$695.00) for contract year 1984/85, with two-hundred ninety-five dollars (\$295.00) in cash. The two-hundred ninety-five (\$295.00) cash dollars of said allowance is to be paid in cash as soon as possible after commencement of the appropriate contract and fiscal year.

In 1985/86 there will be an annual uniform allowance of seven-hundred twenty dollars (\$720.00), with three-hundred twenty dollars (\$320.00) to be paid in cash as soon as possible after the commencement of the 1985/86 contract and fiscal year.

In 1986/87, there will be an annual uniform allowance of seven-hundred seventy dollars (\$770.00) with three-hundred forty -five (\$345.00) to be paid in cash as soon as possible.

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 (1/2) of the cash uniform allowance. Upon the 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.

3. A special one hundred (100.00) dollars 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.

4. Officers whose regular assignment requires civilian clothes shall receive their uniform allowance in cash, one-half (1/2) of which is to be given in July and one-half (1/2) in January of each year.

J. 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.

K. LONGEVITY PAY: "53-WEEK PAY"

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.

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

FOR EMPLOYEES WITH SEVEN (7) OR LESS YEARS SERVICE:
 $2\% \text{ base pay times number of months continuous service divided by } 84 = \text{amounts of pay.}$

FOR EMPLOYEES WITH OVER SEVEN (7) BUT LESS THAN FOURTEEN (14) YEARS SERVICE:
 $5\% \text{ of base pay times number of months continuous service divided by } 168 = \text{amount of pay.}$

FOR EMPLOYEES WITH OVER FOURTEEN (14) YEARS SERVICE:
 $8\% \text{ of base pay times number of months continuous service divided by } 252 = \text{amount of pay.}$

For all persons hired prior to July 1, 1984 under this formula, there will be no maximum amount of pay; this pay is subject to the normal withholding tax deduction.

For all persons hired as of July 1, 1984, the longevity payments will be made with the application of the following caps:

1 month to 83 months - Same Longevity Formula as
in Section 2 with a cap of \$450.00

84 months to 167 months - Same Longevity Formula as
in Section 2 with a cap of \$850.00

168 months or more - Same Longevity Formula as in
Section 2 with a cap of \$1,700.00.

3. As this payment is in recognition of years of service, an employee must be on the City payroll on the day of payment. Pro rata pay on termination will not be permitted except in accordance with Paragraph 6 below.

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

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

6. Employees of the department who become eligible for retirement shall receive their prorated accumulation of the annual "53-Week Pay" upon retirement.

ARTICLE VII

COURT TIME

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.

2. Any employee who is scheduled for Court at a time other than his normally scheduled duty hours and does not receive 24 hours notice of cancellation, shall be compensated at the same rate provided in Section 1.

ARTICLE VIII

PROBATION AND PROMOTIONS

A. PROMOTIONS

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.
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.
3. Promotion to PSO II
 - a. All PSO II positions with the exception of Detectives shall be appointed on a non-competitive basis.
 - b. PSO II's in positions other than Detective shall be required to compete for appointment to PSO II - Detective.
 - c. Four (4) PSO II - Detective positions are hereby established for the life of this Agreement.
 - d. The pay of PSO's and PSO I's assigned to the Investigative 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.
4. Promotion 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.

ARTICLE VIII

b. There shall be a minimum of five (5) Sergeant positions for the life of this Agreement.

5. Promotion to Lieutenant

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

6. Promotion to Captain

The position of Captain shall be non-competitive and only all Lieutenants from within the Department shall be eligible for appointment.

7. Staff Aides and Civil Defense Coordinators

Staff Aides and Civil Defense Coordinators shall be appointed on a non-competitive 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 - Detective pay. The City may replace the two (2) sworn personnel currently serving in the capacity of PSO II Staff Aides with civilians and may reduce the overall strength from 69 officers to 68 officers by the civilian Staff Aide appointments. During the term of this agreement, if two (2) civilians are appointed to these positions, the overall strength of the Department will still remain at 68 officers, although the assignment of the sworn officer will be made at the discretion of the director and the concurrence of the City Manager.

8. Non-Competitive Positions

Sworn officers appointed to non-competitive positions shall not serve a probationary period and may be removed for just cause. If the employee was promoted from within the Department, he shall resume the previous rank upon removal. Employees may not be removed without just cause. They may not appeal their removal beyond Step 4 of the Grievance Procedure. -35-

ARTICLE VIII

9. Appointment of Deputy Director

The Deputy Director shall be a non-competitive appointee of the Director. He shall be appointed from any rank within the Department. He shall not serve a probationary period, and may be removed for just cause, in which case, he shall resume his previous rank and shall have no right of appeal beyond Step 4 of the Grievance Procedure.

10. Assignment of Dispatchers & Staff Aides, Emergency Services Coordinator & Fire Inspector

If during the life of this agreement, a vacancy occurs in any of the four current dispatcher positions occupied by permanently assigned PSO's, the Director will only assign officers to the position of dispatcher for an indefinite period of time. During the time of this assignment the officer will receive a 6% increase in pay but the position will no longer be a permanent promotion. It is further agreed that 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.

11. In the event that there are less than three (3) employees competing for any 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 VIII

B. PROBATIONARY PERIOD - NEW EMPLOYEES

1. 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.

2. All new employees shall reach the maximum pay level of other Public Safety Officer I's at the end of their sixtieth (60th) month of credited service.

C. PROMOTIONAL PROBATION

Probationary periods for all other ranks which are filed 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

ARTICLE VIII

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.

D. 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 IX

VACATION LEAVE

Vacation leave is authorized absence from duty with pay.

1. In no case will vacation time be granted until an employee has been employed at least six (6) months.
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.
3. Except as hereinafter provided, the City shall provide the following vacation benefit schedule:

1 year of service, but less than 5 years	-	2 weeks
5 years of service, but less than 15 years	-	3 weeks
15 years of service, but less than 20 years	-	4 weeks
20 years of service or more	-	5 weeks
4. In addition to the regular vacation benefits provided in Section 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.
5. Employees shall receive credit for eight hours of bonus time if, during the personnel year, they do not use any sick time. This eight hours of bonus time can be added in one eight-hour increment to either the officer's sick time or vacation. This eight hours of bonus time will not be paid in cash.

If an officer donates any sick time during the year, this donation will not be counted against the accrual of bonus credit.

ARTICLE IX

6. Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten 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 credits for vacation leave.

7. Employees shall be permitted to carry five (5) working days or forty (40) hours accumulated vacation 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.

8. Vacation schedules shall be set up by the City so as to permit the continued operation of all City functions without interference. Employees will be given preference according to seniority to select available vacation periods for up to three weeks of their allowable vacation.

Vacation leave for period of less than one week will be allowed only when it is necessary for the good of the service or when the vacation credits earned in one calendar year are less than one week. Vacation leave may not be allowed at any time in advance of earned time.

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.

ARTICLE IX

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 months, but less than one 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 Military.

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 months of service.

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

ARTICLE X

SICK LEAVE AND UNSCHEDULED ABSENCES

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.

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. Upon proper application, employee may opt to be paid for fifty percent (50%) of their total accumulated sick hours over six-hundred (600) on a yearly basis at their current rate. An employee who chooses payment must so elect in writing within 30 days of the date prescribed in each quarter for sell back. 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 service who is absent because of illness shall be without pay.

2. 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

ARTICLE X

new work week schedule. Accumulated sick leave credit shall be converted to hours that would have been earned on the new work week schedule.

3. 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.

4. 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.

5. Any employee who become 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.

ARTICLE X

6. 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.

7. 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.

8. 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 credits for sick leave.

9. 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. This eight hours of bonus time can be added in one eight-hour increment to either the officer's sick time or vacation. This eight hours of bonus time will not be paid in cash. If an officer donates any sick time during the year, this donation will not be counted against the accrual of bonus credit.

ARTICLE XI

EMERGENCY AND FUNERAL LEAVE

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.

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.

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.

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

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

5. Emergency leave and funeral leave shall be in addition to other types of leave to which the employee is entitled.

ARTICLE XII

HOSPITAL, MEDICAL, SURGICAL AND DENTAL INSURANCE

MEDICAL AND HOSPITAL COVERAGE

1. The City shall provide each employee and his immediate family with Blue Cross/Blue Shield Master Medical including Catastrophic coverage with the transfer of psychiatric inpatient and outpatient care from the basic service to the Master Medical option subject to co-pays and deductibles.

a. The City shall, at its expense, provide semi-private hospitalization insurance.

b. Coverage of the employee's family shall include the employee, his spouse and children until December 31st of the year of their 19th birthday, unless the dependent is enrolled as a full-time student in an accredited university. In such case, coverage will be extended until the dependent graduates or reaches his 24th birthday, whichever occurs first.

c. Employees shall be eligible for such coverage after 30 days employment with the City, or in accordance with Michigan Service Administrative requirements.

d. The City will also provide a Prescription Rider in addition to the other coverage. Such Rider will provide for two dollars (\$2.00) deductible for each prescription and is to be subject to the rules and regulations and procedures of the Michigan Hospital Service-Michigan Medical Service.

e. 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.

DENTAL COVERAGE

2. 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 II 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 Life Time Maximum per person	

OPTICAL COVERAGE

3. The City shall provide an 80/20 co-pay Group Optical Insurance Program. During the contract years of 1984/87, the City shall pay 70% of the cost and the employees shall pay 30% of the cost.

CONTINUANCE OF INSURANCE POLICIES

4. 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.

5. The City shall continue to maintain hospital, medical and surgical insurance coverage for an employee and their dependents on non-duty disability leave.

6. 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.
7. Hospital, Medical, Surgical, Dental, Optical and Prescription rider coverage will be made available to all retirees and their spouses, with costs paid by the City. Coverage shall be the same as that provided to working employees. This coverage shall be provided during the life of the retiree and shall stay in effect for the life of the spouse provided she does not remarry.
8. 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.
9. 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.
10. Nothing in this Agreement shall be construed to prohibit the City from changing carriers for Dental, Optical and Prescription riders as long as the benefits are not diminished.
11. 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 H.M.O. Health Maintenance Organization or a P.P.O. prescribed provider organization. If the employee opts to make this change to an approved H.M.O. or P.P.O, all costs of the basic medical/hospital/surgical and rider provisions will be borne by the City.

12. The provisions of this Article are to become effective not more than 30 days after the date of execution of this contract.

ARTICLE XIII

LIFE INSURANCE

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

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

All Others - \$40,000

2. In the event life insurance benefits are increased for other employees of the City, with the City assuming the cost of the increase, such benefits shall be provided for employees of the Public Safety Department at no additional cost to said employee.

3. 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 shall 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.

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

ARTICLE XIV
DISABILITY LEAVE

A. DUTY DISABILITY

1. A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury covered by Michigan Worker's Compensation Act while in the employ of the City.
2. In order to be eligible for duty disability leave, an 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.
3. Employees on duty disability leave shall accrue sick leave only to the extent of twelve (12) days.
4. All full time permanent 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. First seven calendar days - City will pay the employee his regular pay (exclusive of shift differential or work premium) for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "duty disability leave", which is limited to the working days in the first seven calendar days only.

THE PARTIES AGREE THAT ALL OF THE FOLLOWING MATTERS IN THIS ARTICLE XIV SHALL BE EFFECTIVE FROM THE DATE OF EXECUTION OF THIS CONTRACT UNTIL SUCH TIME AS THEY MAY BE AMENDED BY FURTHER NEGOTIATIONS.

b. After seven calendar days, payment shall be governed by the regulations of Worker's Compensation Act; in such cases the following shall apply:

(1) For the first six months of such leave, an employee shall receive a regular payroll check for the difference between his Worker's Compensation check and his normal, bi-weekly payroll check (exclusive of shift differential and other work premium). For the following six months, an employee shall receive a payroll check in an amount not to exceed 75% of the difference between his Worker's Compensation check and his normal, bi-weekly payroll check (exclusive of shift differential and other work premium) and no charge shall be made against accrued sick leave. Thereafter, the employee is to receive sixty-six and two-thirds ($66 \frac{2}{3}$) percent of his salary until the employee is eligible for retirement. Salary payments referred to shall include all sums received through Worker's Compensation Insurance or other insurance or funds provided by the City, and in no event shall exceed \$1,500 in any month.

5. Disputes regarding the determination of physical disability shall be governed by the terms of the insurance policy provided. If a dispute does not involve the insurance carrier, the determination of physical disability shall be made by a mutually acceptable medical authority, and such option shall be binding on the parties.

6. An employee who is unable to work as the result of a duty connected disability, but who is physically able to work in a

limited duty favored employment situation shall accumulate sick leave, vacation leave, and holiday leave without limitation, provided that the City determines that no limited duty favored employment situation suitable for such employee is available. Should such limited duty favored employment position be available and the employee refuses or neglects to work such position, sick leave, vacation leave and holiday shall cease to be earned or to accumulate.

7. During the time that an employee is on duty disability leave, he shall be provided with the same insurances, that is, hospitalization and life insurance as though he were on normal duty.

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

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

B. NON-DUTY DISABILITY

1. 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) working 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 one thousand five hundred dollars (\$1,500) per month.

ARTICLE XV

RESOLUTION OF DISPUTES

A. GRIEVANCE PROCEDURE

1. Any grievance or dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement shall be settled in accordance with the procedure set forth below. It is agreed that no incident occurring prior to the signing of this Agreement will be a matter of grievance under the provisions of this Article.
2. A 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 the Association.
3. All grievances arising out of the above defined disputes shall be submitted on the prescribed forms and recite the contractual provisions in issue.
4. All time limits provided in the grievance steps shall be deemed to be of essence and shall be strictly construed. Waivers of time limitation shall be in writing. Failure to make a timely response to a request for extension of time shall be deemed to be a consent of the request.
5. 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 Director of Public Safety or his designee, who shall give his written decision within five (5) 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 five (5) 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 five (5) working days (excluding Saturdays, Sundays and Holidays) after receipt of the grievance.

Step 4: If the Association is not satisfied with the decision in Step 3, Association may, within five (5) working days after the decision in Step 3, request that the grievance may be submitted to the Personnel Board of the City of Oak Park for final Disposition. In cases involving, 1) a reduction in grade or pay for a period of thirty (30) days or more, 2) when total pay involved for all officers in a common grievance exceeds thirty (30) days, 3) administrative disputes between collective bargaining agent and the City, 4) the second suspension of an employee within one (1) year and discharge of the determination of the Personnel Board shall be advisory only.

In the immediately preceding four (4) types of cases, the Association may request that these types of grievances bypass the Personnel Board hearing and immediately be submitted for arbitration because these four (4) cited cases are recognized by the City and Association as matters properly determined by arbitration.

In all other cases, the determination of the Board shall be final.

The Personnel Board will set a time and place for a hearing with the aggrieved party and the Association within two (2) weeks of receipt of the written grievance.

The employee has the right to participate in the Board Hearing if he so desires and to be represented by the Association.

The Secretary of the Personnel Board shall submit within five (5) days of the Personnel Board's decision and no later than ten (10) days after the conclusion of said hearing, a copy of said decision in writing to the Association.

Step 5: In all cases involving a grievance arising under this Agreement, in cases involving a reduction in grade or pay for a period of thirty (30) days or more; in cases in which total pay involved for all officers involved exceeds thirty (30) days; administrative disputes between collective bargaining agent and the City; the second suspension of employees within one (1) year

and discharge; 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 receipt of the disposition at Step 4 of intent to submit the issue to an impartial arbitrator for binding arbitration. No such demand may be made unless the grievance was filed in a timely manner in the first instance. Following such notice of demand to arbitrate, the parties shall proceed according to the rules and regulations of the American Arbitration, in regard to voluntary labor arbitration.

(2) 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.

(3) The decisions of the arbitrator shall be final and binding on all parties.

(4) The expense of such impartial arbitrator shall be shared equally by the City and the Association.

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

6. An employee having a grievance shall first gain permission from his supervisor before leaving his job to contact the Association.
7. A grievance of dispute involving a matter of Association concern may be instituted by the Association at Step 2.
8. No employee shall be disciplined without just cause.
9. Any complaints involving discharge initiated by the Association must be filed in writing within two (2) working days (excluding Saturdays, Sundays and Holidays) with the Director of Personnel and Labor Relations who shall render a decision within two (2) working days (excluding Saturdays, Sundays and Holidays) of its receipt.
10. 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, or as may be determined by the Personnel Board, pursuant to the grievance procedures herein before set forth.
11. 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.
12. 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.

13. 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.

14. 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.

B. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES MAY BE BROUGHT

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

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

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

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

d. 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.

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

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

C. DISCIPLINARY ACTIONS, WHERE CRIMINAL CHARGES ARE NOT CONTEMPLATED

1. 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:

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

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

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

d. 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.

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

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

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

D. INTERVIEWS BY SUPERVISORS

1. 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.

E. SUSPENSION

1. 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 shall be restored.

ARTICLE XVI
AUTHORITY OF ARBITRATOR

1. 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 Four of the grievance procedure and in which the determination of the Personnel Board is not final, may be submitted to arbitration. In cases involving a reduction in grade or pay for a period of thirty (30) days or more; in cases in which total pay for a period involved for officers in a common grievance exceeds thirty (30) days; administrative disputes between collective bargaining agent and the City; the second suspension of an employee within one (1) year and discharge, the grievance will always be submitted to arbitration.

a. The party desiring arbitration shall notify the other party in writing of the request. If the parties are unable to agree upon an arbitrator, they shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association,

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 a 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.

ARTICLE XVII

HEALTH AND SAFETY

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

ARTICLE XVIII

SIX FOR EIGHT RULE

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.

ARTICLE XIX

MANNING TWO MAN PATROL CARS

It is agreed by and between the City and the Association that at least one of the patrol cars on duty on afternoon and midnight shifts shall contain two sworn, uniformed officers (PSO I and PSO II's). That no 2-man car be required on the day shift unless, in the opinion of the shift commander, there is sufficient manpower available to provide a 2-man car and yet cover all necessary patrol districts. A "backup" car shall be dispatched whenever circumstances require that a 1-man patrol car be dispatched to a crime in progress. In the event that more than four cars, but less than eight cars are assigned to the patrol function, there shall be a minimum of two cars that shall have two (2) officers assigned to such cars.

ARTICLE XX

PENSIONS

1. 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.
2. 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. 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.
3. The City shall cause to be paid to the said 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 2.25% of the Final Average Compensation times the number of years of credited service upon attainment of retirement age.
4. Provision shall be made that individual non-covered members' contributions which have been paid into the Annuity Savings Fund of the Oak Park Employees Retirement System as of June 30, 1976 shall be preserved in this Fund and administered in accordance with the provisions of Section 15-19 of the City Code, except as modified by this Agreement.

5. Provision shall be made that, except as otherwise provided in in this Agreement, should any member no longer be employed by the City before he becomes eligible to retire with a retirement allowance payable from the funds of the Retirement System, he shall cease to be a member and he shall forfeit all his credited service; provided that he, or in case of his death, his duly designated beneficiary or his estate, shall be entitled to the return of his accumulated contributions standing to his credit in the Annuity Savings Fund as of June 30, 1976 plus funds paid in as of July, 1981, plus accumulated interest thereon. In the event that the said person returns to the City service after separation or layoff, the service credit last forfeited by him shall be returned to his credit, provided that he returns to the Annuity Savings Fund all amounts he withdrew therefrom at the time or subsequent to his last separation from City service, together with interest as prescribed in the Ordinance, and provided further that his return is within the time limits prescribed in Section 15-4 of the Ordinance.

6. Service retirement allowance to be paid shall be as set forth in Section 15-10 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 any 36 months of service contained within ten years of service immediately preceding retirement from 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.

7. 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.

8. For the purpose of this provision, the computation of normal retirement at age 50 shall be no less than 2% for each year of credited service, but in no event to exceed 70% of 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, Schedule Adjustment 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.

9. Effective January 1, 1981, the City shall provide a pension to each non-covered member who retires after that date, which shall be equal to 2% of the first \$4,200 of the Final Average Compensation and 2.5% of the balance of the final average compensation times the number of years of credited service. In no event shall this pension exceed 70% of the Final Average Compensation. Final Average Compensation shall include not over 1200 hours of sick time and vacation time for persons hired prior to July 1, 1984.

10. Effective January 1, 1981, the City shall deduct from each

non-covered member's paycheck an amount which will provide the additional funds required to provide the pension described in Section 9 of this Article, notwithstanding the provisions of Section 3 of this Article.

ARTICLE XXI

STRIKES AND LOCK-OUTS

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 XXII

LAYOFFS

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.
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.
3. When laid off personnel are recalled 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 if it is re-established.
4. No layoffs of Public Safety Officers shall occur until all Non-Public Safety Officer 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.
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 XXII

6. In the event Non-Public Safety Officers cannot be laid off because of the operation of a collective bargaining agreement or law, the number of Public Safety Officer positions shall not be reduced in force below sixty-eight (68) officers for the life of the contract. The City shall be required to fill vacancies within ninety (90) days.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

1. Weapons

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 the 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.

2. Request for Leave Time other than Vacation

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

ARTICLE XXIII

3. Association Activities

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

4. Maintenance Functions

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. Officers further shall be responsible to clean up brass and papers after using the Department range. The City's custodial service shall vacuum the range at the end of each regular range day and shall clean the carpeting as required for health and safety purposes.

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

In Article XXIII

arrangements as it deems satisfactory for the washing of patrol, investigative or administrative vehicles.

5. 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.

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

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

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

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

6. Minimum Manpower. It is agreed that the Operations Division level is to consist of four (4) Lieutenants, four (4) Sergeants, four (4) PSO II - Dispatchers and forty (40) sworn officers during the life of this Agreement; provided that the existence of the four (4) PSO II - Dispatcher positions shall be subject to re-negotiation

whenever the City may determine that it will participate in a central dispatcher system. PSO II - Dispatchers holding that grade at such at time will not be reduced in grade or pay. The Operations Division manning level will not be reduced below fifty-two (52) sworn officers in the event central dispatching is initiated. For the life of this contract, if a current PSO Dispatcher position becomes vacant, the new person assigned to the Dispatcher position will be placed in the position on the basis of assignment only.

7. Platoon System - Upon mutual agreement between the City and the Association, the four platoon system currently employed in the Operations Division may be altered, on an experimental basis, to scheduling changes agreeable to both parties.

8. Residence - All employees covered under this Agreement shall not be required to live within any boundaries of the Oak Park Safety Building.

9. Employee Pregnancy - 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:

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

2. 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

Article XXIII continued

the City from her attending physician, certifying her ability to perform her job duties.

3. 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.

4. 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.

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

6. 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.

7. 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.

10. Jury Duty

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 XXIII

11. Animal Control Duty

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.

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.

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 file
- 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 locked inside
- D. Abandoned Vehicles
 - 1. Take initial reports
 - 2. Check back
 - 3. Impound/write supplemental reports

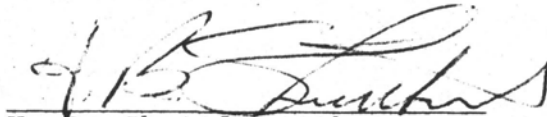
- E. Enforce parking regulations
 - 1. Issue tickets
 - 2. Mark tires in time restricted zones
 - 3. Testify in court
- F. Make requests for service where required
- G. Pick-up illegally placed signs
- H. Assist in transport of equipment to and from fire scenes.
- I. Miscellaneous errands
 - 1. Pickup prisoner meals
 - 2. Transport vehicles to/from Service Center
 - 3. Transport radios to/from repair center
 - 4. Pickup 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 County.

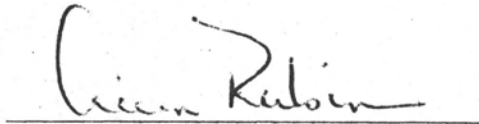
This Agreement, including all attachments thereto, shall become of full force and effect on July 1, 1984 and shall continue in full force and effect until midnight, June 30th, 1987, unless the Agreement provides otherwise.


In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on this 12th day of February A.D., 1986.

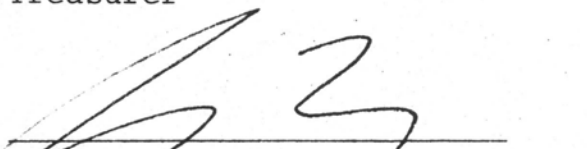
OAK PARK PUBLIC SAFETY
OFFICERS ASSOCIATION


Joe Zielinski, President


H. B. Shuttleworth
Vice-President

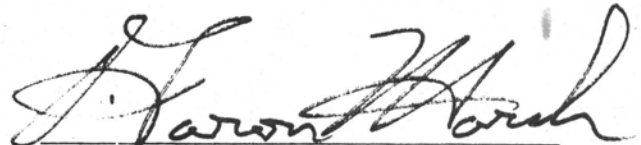

Allan Rubin
Secretary

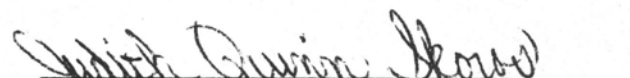

Charles Digby
Treasurer

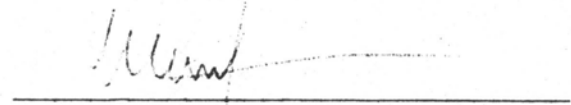

Eugene Lumberg,
Legal Counsel to Public Safety

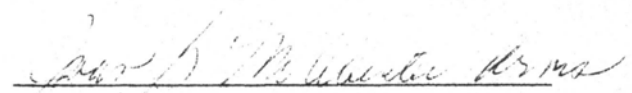
CITY OF OAK PARK


Charlotte M. Rothstein, Mayor


Aaron Marsh
City Manager


Judith Quinn-Skoros, Assistant
City Manager/Director of
Personnel and Labor Relations


City Attorney


Joan McAllister-Arms
City Clerk

DEFINITIONS SECTION

Personnel Year - consecutive twelve month period of time from April 1st of one year through and including March 31st of the immediately following year.

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

