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AGREEMENT
BETWEEN
OAKLAND UNIVERSITY
AND
OAKLAND UNIVERSITY
POLICE OFFICERS ASSOCIATION
OF
MICHIGAN

OCTOBER 1, 1996 - OCTOBER 1, 1999

Oakland University



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ARTICLE I
AGREEMENT

1.1: The Agreement between (1) Oakland University (hereinafter called "Employer"), and (2) the Police Officers Association of Michigan (hereinafter called "POAM").

ARTICLE II
PURPOSE AND INTENT

2.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

2.2: Accordingly, the officials representing the Employer, the OUPOA and the POAM will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration, and interpretation of this Agreement and which may be interfering with the attainment of their joint objectives as set forth above. Such meetings shall not be for the purpose of conducting collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

ARTICLE III
DEFINITIONS

3.1: As used in this Agreement, and except as its context may otherwise require:

- A. "Employer" means Oakland University, a state institution of higher education, chartered by the State of Michigan.
- B. "OUPOA" means the Oakland University Police Officers Association, or the same labor organization designated by any other name.
- C. "POAM" means the Police Officers Association of Michigan or the same labor organization designated by any other name.
- D. "Associations" means both OUPOA and POAM.
- E. "Employee" means an individual covered by Article IV.
- F. "Unit" or "Bargaining Unit" means the employees, collectively, covered by Article IV.

- G. "Day" means a twenty-four (24) hour period beginning at 12:01 a.m.
- H. For Police Officers "Week" means a seven-day period beginning at 12:01 a.m. Monday. For Police Dispatchers, "Week" means a period of seven consecutive days.
- I. For Police Officers "Workday" means a twenty-four (24) hour period beginning with the start of the first shift. The first shift shall be deemed to be that shift which starts at 12:01 a.m. and ends at 8:00 a.m..
- J. "Seniority" as used in this Agreement means the length of continuous service within the Bargaining Unit covered by this Agreement after the successful completion of the probationary period, and retroactive to employment date.
- K. "Length of Service" as used in this Agreement means the length of continuous service at the university regardless of employee classification or Bargaining unit affiliation except as referenced and limited in Section 25.1 and Section 29.5.
- L. "Court Time" as used in this Agreement means any time spent appearing in court, securing warrants or other necessary papers, and a reasonable amount of time to prepare for and travel to and from court.
- M. The masculine, feminine, and neuter import one another.
- N. "Regular Part-time Police Dispatcher" means a non-temporary, non-student Police Dispatcher employed on a regular weekly work schedule.

ARTICLE IV
AGREEMENT SCOPE

4.1: Employees Covered. This Agreement applies to every full-time and regular part-time Police Officer as certified by the Michigan Employment Relations Commission in Case No. R77 B-126 and to every full-time and regular part-time Police Dispatcher.

4.2: Persons Not Covered. This Agreement does not apply to any person employed by the Employer as a sergeant, office, clerical, administrative, managerial or confidential employee, professional employee, supervisor, student employee, any person represented by another labor organization, or to any other person not covered by Section 4.1.

4.3: Aid to Other Unions or Associations. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Associations.

4.4: Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of any policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the University.

ARTICLE V EMPLOYMENT PRACTICES

5.1: Non-Discrimination. The University and the Union recognize their individual responsibility both morally and legally to comply with all federal and state laws and prescribed regulations now in effect or hereafter enacted relating to fair employment practices. The parties also recognize their individual commitment to civil rights not to discriminate because of race, creed, marital status, color, age, sex, religion, national origin, citizenship, or handicaps.

5.2: Affirmative Action. The parties to this contract share a commitment to equal opportunity and affirmative action. Toward that end, the parties agree to cooperate in affirmative action efforts to hire and promote minorities where they are underutilized in particular job groups. Should it become evident that particular provisions of the contract are preventing the successful implementation of the University's Affirmative Action Plan as it relates to the filling of vacancies in positions covered by this Contract, the parties to this Contract will meet and attempt to resolve these problems.

- A. Job Groups are: Groups of jobs having similar content, wage rates, and promotional opportunities.
- B. Minorities: For the purpose of this Contract, the following groups are considered minorities: (1) Black, (2) Asian or Pacific Islander, (3) American Indian or Alaskan Native, (4) Hispanic.
- C. Underutilization: Having a lower percentage of minorities in a particular job group than there is in the University's geographic hiring area for that job group.

ARTICLE VI ASSOCIATIONS STATUS

6.1: Recognition. The Employer hereby recognizes the POAM as the exclusive collective bargaining representative regarding wages, hours, and other conditions of employment, of the bargaining unit described in Article IV, and thus of every employee covered by this Agreement. However, any individual employee or group of employees shall have the right to present a grievance to the Employer and have it adjusted without either Associations' intervention so long as the adjustment is not inconsistent with this Agreement and the Associations have been given an opportunity to be present at such adjustment.

6.2: List of Unit. The Employer will send the OUPOA within ten (10) days after the execution of this Agreement, two copies of a list stating the name of each employee then represented by the Union, and will, by the tenth (10th) day of the month following any change in such list, send the OUPOA two copies of a list indicating such change.

6.3: Membership in the Associations: Dues List. Within ten (10) days after receiving each list required by Section 6.2, the OUPOA will return one copy of the list, certifying those employees on the list for whom periodic dues are to be applicable. During the life of this Agreement, the University agrees to deduct the specified amounts as Association Membership dues, when levied in accordance with the constitution and by-laws of the Associations and as permitted by law, from the pay of each employee who executes an authorization for payroll check-off form supplied by the Union to the University. No deduction shall be made unless the employee has authorized the Employer, in writing, to make such deductions.

6.4: Agency Fee Payers. Employees covered by this Agreement who are not members of the Association at the effective date of this Agreement or who choose, thereafter, to cease membership in the Association, shall be required as a condition of continued employment to pay an agency fee for the service and administration of this Contract for the duration of this Agreement. The procedures for the levy of the fee and the amount of the fee shall be within the limits permitted by law. The Employer shall have no collection responsibility for this fee.

6.5 Termination for Non-Payment. All employees shall, thirty (30) days after their employment, or re-employment after loss of seniority, as the case may be, and during the term of this Agreement, as a condition of continued employment with the Employer, either (a) maintain their membership in the OUPOA and the POAM to the extent of tendering to the Association the initiation fee and periodic dues uniformly required for acquisition and retention of membership in the Associations or (b) commence paying legally established agency fees. No employee shall be terminated under this Article unless:

A. The POAM first has notified the employee by registered letter, that he/she is delinquent in not tendering either periodic or uniformly required Association dues or agency fees, for a sixty (60) day period, and warning him/her that unless such dues or agency fees are tendered within thirty (30) calendar days, he/she will be reported to the University for termination as provided in this Article, and

B. The POAM has furnished the University with written proof that the procedure of this Article has been followed or has supplied the University with a copy of the letter sent to the employee and with notice that he/she has not tendered the delinquent payment.

The POAM must specify further, when requesting the University to terminate the employee, the following by written notice.

The POAM certifies that _____ has failed to tender either the periodic and uniformly required Association dues or agency fees required as a condition of continued employment under the collective bargaining agreement and that under the terms of the Agreement, the University shall terminate the employee. In the case of an agency fee payer, the POAM further certifies that it has in place a procedure that meets legal requirements whereby an agency fee payer may challenge the amount of the agency fee, and that the process was made available to the agency fee payer.

6.6: Indemnification. The POAM and the OUPOA jointly and severally shall indemnify and hold harmless the University, its trustees, officers, and employees for any costs (including defense costs) resulting from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Associations or by the University for the purpose of complying with this Article VI.

6.7: Representation. The OUPOA President, Vice President, and a Steward shall be designated committeemen for purposes of bargaining and grievances. The OUPOA President shall serve as Chairman of the local committee. Representatives from the POAM may represent the employees for purposes of assisting in matters relating to wages, hours, and other conditions of employment and the grievance process.

- A. The Committee contemplated by this paragraph shall be the negotiations committee for any subsequent collective bargaining agreement and for the purpose of bargaining about grievances which may arise concerning the interpretation or application of this Agreement.
- B. Union representatives shall be allowed reasonable time while on duty for the purposes of engaging in bargaining for a subsequent collective bargaining agreement, for the purpose of discussing or resolving grievances which may arise regarding the interpretation or application of this Agreement, or to execute the Agreement.
- C. All persons serving on the committee herein established, except for the representatives of the POAM, shall be employees covered by this Agreement.

6.8: Special Conferences. Special Conferences for important matters will be arranged between the Associations and the Employer upon request of either party. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up at a Special Conference shall be confined to those included on the agenda. No employee shall lose pay for any time spent in such Special Conferences.

6.9: OUPOA Office. The Employer will provide reasonable office space to be used exclusively by OUPOA at no cost thereto. While the Employer reserves, solely and exclusively, the right to designate the office space above provided, it will make reasonable efforts to assure any necessary

relocation of same will be done in a manner which is not disruptive to the collective bargaining process.

6.10: Associations' Bulletin Boards. The Employer will make a bulletin board area available for the use of its employees and the Associations for the purpose of posting notices of the Associations activities and official announcements. Such bulletin board shall not be used for Employer announcements.

ARTICLE VII EMPLOYEE STATUS

7.1: Probationary Period. An employee in a Police Officer position or a Police Dispatcher position will be on probation until he/she has worked for a period of one (1) year following his/her initial employment by Employer, or his/her re-employment after loss of seniority, as the case may be. During the probationary period the employee will be subject to termination without cause at the Employer's sole discretion. No employee terminated pursuant to this paragraph shall have any contractual basis for a grievance pursuant to Article XVII of this Agreement, provided however, that nothing contained herein shall be deemed to in any way limit an individual employee's right to question such discharge before any external administrative tribunal, such as the Michigan Civil Rights Commission, the Michigan Employment Relations Commission, or a court of competent jurisdiction.

7.2: Seniority: Acquisition. An employee will acquire seniority after completing his probationary period, and his seniority will be retroactive to his date of hire. Employees starting work on the same day will have equal seniority.

7.3: Seniority: Accrual. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under paragraph 7.5, will accrue seniority in these cases: (a) while actively at work; (b) while on vacation; (c) for that part of any leave for military service preceding any voluntary extension of such service so long as he complies with the conditions of such leave and has a statutory right to re-employment; (d) for the duration of any absence for illness or disability, so long as he complies with the conditions of such leave.

7.4: Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under Section 7.5, will retain, but not accrue, seniority in these cases: (a) on leave of absence other than one specified in Section 7.5 so long as he complies with the conditions of such leave; (b) for ninety (90) days on promotion or assignment to a position not covered by this Agreement; notwithstanding the above, any public safety officer who promotes to a sergeant's position subsequent to January 1, 1985, shall not accrue PSO bargaining unit seniority while in a higher rank in the department but shall retain all PSO seniority accrued to the date of promotion.

7.5: Seniority: Loss. An employee will lose seniority and all re-employment rights by (a) resignation, (b) discharge, unless vacated by a valid arbitration award either accepted by Employer or judicially confirmed, (c) continuous layoff for a period longer than his seniority, or two (2) years, whichever is the lesser, (d) absence for three (3) consecutive scheduled work days without notifying Employer in advance or without providing a reasonable and valid excuse, (e) failure to report for work on schedule from a vacation, leave of absence, or disciplinary suspension without notifying Employer in advance or without providing a reasonable and valid excuse, (f) failure to return to work from layoff on the date, not earlier than ten (10) days after delivery or attempted delivery of a recall notice from the Employer, (g) one (1) year absence for illness or disability, and (h) subject to Federal law, voluntary extension of military service.

7.6: Seniority: Application. Seniority will apply to (a) layoff, (b) recall, and (c) vacation-time preference.

7.7: Seniority: Layoff and Recall. Except as provided in Section 7.10, Employer will layoff employees in inverse order, subject to the ability of each senior employee to satisfactorily perform the remaining available work. Employer will recall laid-off employees in department seniority order, subject to the ability of each senior employee to satisfactorily perform the work then available.

7.8: Seniority: Layoff and Recall Procedure. Employer will recall an employee from layoff by certified mail or telegraphic notice to the employee's address as shown on the last income tax withholding exemption certificate (form W-4) he filed with Employer, or as shown on any subsequent written notice he may have filed with the Employer by certified mail. This notice will specify a date and time not earlier than ten (10) days from its certification or filing date, as the case may be, for the employee to return to work. If the employee accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority and re-employment rights will terminate and he will be deemed to have resigned.

7.9: Seniority Lists. The Seniority Lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date. The Employer will keep the seniority lists up to date at all times and whenever a Committeeman shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the OUPOA, post corrected seniority lists every six (6) months. Within thirty (30) days after the ratification of this Agreement, and every six (6) months thereafter during the term of this Agreement, the University shall give to the OUPOA the names of all of its members covered by the Agreement together with their addresses as they appear on the records of the University. The OUPOA shall receive and retain such information in confidence and shall disclose it only to those officials of the OUPOA whose duties require them to have such information.

7.10: Seniority of Committeemen. Notwithstanding their position on the seniority list,

Committeemen shall, in the event of a layoff, be continued at work so long as there is a job in their unit which they can perform and shall be recalled to work in the event of their layoff on the first open job in their unit which they can perform.

ARTICLE VIII
DISCIPLINE AND DISCHARGE

8.1: Discharge and Discipline: Basis. The Employer will discharge or discipline an employee only for just cause.

8.2: Suspension or Discharge for Misconduct. The University may discipline an employee by suspension without pay or by discharge without any prior warning and without utilization of the corrective discipline steps described in paragraph 8.3, if the University, or its representatives, determine, based upon the preponderance of reasonable evidence that "just cause" exists, that the employee is guilty of gross misconduct, insubordination, sabotage, theft, assault upon another employee or supervisor, or that the employee has committed any acts which constitute a felony under state or federal law.

8.3: Corrective Discipline. Except as provided in paragraph 8.2, the University recognizes the objective of corrective discipline for employees. The corrective procedure may result in the suspension or discharge of an employee if the progressive severity of the disciplinary actions taken by supervision does not bring about the desired improvement in behavior or performance from the employee. Corrective discipline shall normally be in the order described below:

- (A) Counseling Session. A private meeting shall be held with the Officer and a notation regarding this meeting will be placed in the register (See General Order 87.13).
- (B) Step Two. An oral reprimand/warning shall be given to the employee, who shall have the right to have his union representative present at the disciplinary meeting. A notation regarding this oral reprimand (warning) shall be placed in the register.
- (C) Step Three. A written reprimand shall be given to the employee, who shall have the right to have his union representative present at the disciplinary meeting. A copy of this written reprimand shall be placed in the employee's personnel file. The employee shall have the right to attach a rebuttal.
- (D) Step Four. A one to five day suspension without pay shall be given to the employee, who shall have the right to have his Union representative present at the disciplinary meeting and who shall receive a written notification of the suspension. A copy of the written notification shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal.
- (E) Step Five. At the sole and absolute discretion of the University, an employee shall

be discharged or given an additional more extensive suspension without pay if the employee has previously been suspended in accordance with Step Four above. If the employee is given an additional suspension without pay and a written notification of the suspension is placed in his/her personnel file, the employee has the right to attach a rebuttal to the written notification.

8.4: Retention of Disciplinary Record in the Personnel File. Upon written request from the employee any written disciplinary record which is more than two years old will be removed from the personnel file of the employee and will not be used thereafter in applying the corrective disciplinary procedures as set forth in paragraph 8.3.

8.5 Options Available to the University in the Event of a Serious Incident Involving an Officer. In the event an officer is involved in a serious incident, the University's actions regarding the officer pending a full review and determination of the appropriate response will depend upon the facts and circumstances and may include, but would not necessarily be limited to, any of the following: no action, administrative leave with pay, suspension with pay, or suspension without pay.

ARTICLE IX NON-BARGAINING UNIT WORK

9.1: Non-Bargaining Unit Work. No employee will be required to perform, on a regular basis, any work under the jurisdiction of other bargaining units, except such as may represent Police Officer Supervisors. Provided, however, that employees shall be required to maintain their personal and/or assigned departmental equipment, lunch area, office area, and assigned patrol vehicle (interior only), and the property room in accordance with departmental rules and regulations and supervisory orders. No employee shall be required to clean and maintain any department office space, equipment, storage area or vehicle, other than as specified above. Nothing herein contained shall be construed such that bargaining unit personnel would be permitted to refuse to follow all lawful orders or to carry out work assignments as provided to them by their supervisors regardless of the nature thereof.

ARTICLE X HEALTH AND SAFETY AND MINIMUM MANPOWER

10.1: Health and Safety. The Employer will make reasonable provisions for the safety and health of its employees, while on the Employer's property or in facilities used by it, while they are in the course of their employment. No employee shall be required to use any equipment which is in an unsafe condition to the extent that its use would cause or be reasonably likely to cause injury to the employee. All employees shall be required to use safety equipment at all times where such equipment is provided by the Employer. The Employer will keep "back-up" support by deputized personnel, excluding student marshals, available for prompt use at all times when any Police Officer is on road patrol.

10.2: Minimum Manpower. (This paragraph applies only to Police Officers.) In the implementation of Section 10.1 of the Collective Bargaining Agreement, the Employer will normally schedule two (2) Police Officers to work on each shift. In the event that either of the normally scheduled employees is unable to work for any reason, the Employer shall not be required to call in any other employee to work if such call in would require the payment of any form of premium compensation to the employee. In all cases the Employer will either have (2) Police Officers on duty or will comply with the back-up requirements of Section 10.1. For purposes of determining compliance with the back-up requirements of Section 10.1, no deputized officer assigned to duty as Dispatcher shall be counted.

ARTICLE XI EQUIPMENT

11.1: Equipment. (This paragraph applies to Police Officers only.) The Employer will provide all uniforms and equipment that it deems necessary for the proper performance of all duties assigned to the employees hereunder and all such equipment so provided shall be in such condition as to meet the requirements of Section 10.1 above. In the event uniforms are provided, the Employer will, at its expense, provide for the cleaning of such uniforms. Further the Employer shall pay each employee the sum of two hundred seventeen dollars (\$217) during each year of this Agreement for the sole and exclusive purpose of reimbursing the employee for the purchase of duty related clothing and equipment. Payment of said clothing and equipment allowance shall be paid in four equal installments during such contract year. All patrol vehicles provided by the Employer will be maintained in such a manner as to meet the requirements of Section 10.1 above and when the Employer requires road patrol by automobile, the automobile provided for such road patrol will be equipped as follows:

- A. The automobile road patrol vehicle shall have four (4) doors.
- B. The automobile road patrol vehicle shall have automatic transmission, power steering, power brakes, air conditioning.
- C. Protective shields shall be installed between the front and rear seats of regularly assigned automobile road patrol vehicles.
- D. Police radios equipped for two-way communication between the Employer's automobile road patrol vehicle and station with sufficient range to cover all Employer patrol areas. Automobile road patrol vehicles shall be equipped with rotating lights, beacons, and sirens as are required for police vehicles by applicable Michigan law.

11.2 Automobiles. The Employer agrees that as part of its obligations under Section 10.1, it will provide the following equipment:

- A. Snow tires on automobile road patrol vehicles during appropriate winter season.
- B. All automobile road patrol vehicles shall be equipped with alley lights, rear window defoggers, a spot light that may be operated from the driver's seat, and a means of opening a trunk of the automobile without being required to de-energize the overhead lights and radio equipment in the vehicle.

11.3: Uniforms for Police Dispatchers. A Police Dispatcher is required to wear uniforms as provided and as directed by the Employer should the Employer determine that uniforms are appropriate. The employee will be responsible for maintenance of such uniforms. Replacement uniforms will be provided by the Employer when the Employer determines they are needed. If uniforms require dry cleaning, the Employer will provide a way to have such cleaning done at no cost to the employee.

ARTICLE XII OUTSIDE EMPLOYMENT

12.1: Outside Employment. No employee shall engage in any outside employment which will interfere with the competent performance of the work required under this Agreement. Outside employment which does not so interfere with the competent performance of the work required hereunder may be undertaken upon approval of the Employer. Requests for outside employment shall not be unreasonably denied if such employment will not interfere with the ability of the employee to perform his job, nor create for said employee or the University a conflict of interest.

ARTICLE XIII NON-BARGAINING UNIT PERSONNEL WORKING

13.1: Non-Bargaining Unit Personnel Working. Non-bargaining unit personnel shall not be used in such a manner that they would replace bargaining unit personnel, but may perform only supplemental work.

ARTICLE XIV PROMOTIONS (THIS ARTICLE APPLIES ONLY TO PUBLIC SAFETY OFFICERS)

14.1: Promotions. The Employer and the Union recognize the desirability of maintaining the highest quality of personnel available in the sergeant's position and the desirability of, when consistent with maintaining such standards of quality, making promotions to that position from the employees covered by this Agreement. All promotions to the sergeant's position shall be effectuated pursuant to the following procedures.

14.2: When the Employer determines to fill a position at the sergeant's rank, selection of the person to fill that position shall be based upon a testing and evaluation process consisting of three parts: a written examination, an oral review, and seniority, with each part being weighted at 45%, 50%, and 5% respectively.

14.3: Written Examination. All persons applying for the position shall be given adequate notice of the time and date of the written examination to be utilized by the University. Resource materials and bibliographical data shall be made available to applicants on a uniform basis at the earliest possible date, when such information is available. In addition, the identity of the test and the general format of same shall be disclosed to all applicants. While the University maintains the sole and exclusive right to determine what tests will be administered, it shall not select a test which discriminates against any applicant on the basis of race, sex, national origin, or cultural heritage.

14.4: Oral Examination. The oral examination to be administered as part of the process set forth herein shall be preceded by not less than five (5) days' notice to all applicants of such examination. The oral examining board shall be comprised of three members, one of which will be selected by members of the bargaining unit and two of which shall be selected by the University. In making its selection of board members, the University shall select at least one individual who is not and has not been employed by the University. The oral examining board may request the job resumes and personnel files of all internal applicants and the applications, resumes, and reference checks of all external applicants, but shall not be provided written examination scores. Each board member shall score each applicant as a numerical ranking from 0 to 100 and the aggregate score of the board shall be divided by 3 for purposes of the computation of the composite score.

14.5: Seniority. All Police Officers who are bargaining unit members and who are applying for a sergeant's position shall receive one-half point credit for each year of service with partial years being rounded off to the nearest one-half point. The maximum points an employee may receive for seniority is five (5) points.

14.6: Persons outside the bargaining unit who have applied for the position shall receive no credit for seniority but shall otherwise be fully eligible for selection by the Employer for the position.

14.7: The applicant having the highest composite score will be selected for the position. If the successful applicant is a member of the bargaining unit he shall be put in the position for a probationary period of 180 days. At any time subsequent to the 90th day of probation, but prior to the expiration of 180 days, the Employer reserves the right to return the candidate to his former position and to select the applicant with the next highest score for purposes of filling the position. The Employer maintains the right to discipline or discharge for cause any applicant during said probationary period in the same manner as any other non-probationary employee in the bargaining unit.

ARTICLE XV
ABSENCES

15.1: Absences. Employees shall report for duty as scheduled unless prevented therefrom by emergency or personal illness. Any employee who, due to emergency or personal illness, fails to promptly notify his supervisor of his inability to report as scheduled may be subject to corrective discipline. Employees whose illness necessitates absence in excess of three consecutive working days shall report the status of that illness to their supervisor every third day unless specifically excused from doing so by the supervisor; except that if return to work may be from day to day, then report of absence shall also be from day to day. Further, employees who are absent from work due to illness or injury for more than five consecutive scheduled work days shall provide a doctor's statement verifying the nature of the illness or disability.

ARTICLE XVI
LEAVE FOR INJURY OCCURRING ON DUTY

16.1: Leave for Injury Occurring on Duty. (This paragraph applies only to Police Officers.) If an employee is injured while on official duty and while actively engaged in the preservation of life and property or while performing his normal duties (ref. Section G OUPD Firearms Policy Statement Dated 10/25/80), the Employer shall continue to pay the employee's full salary and benefits until the employee is able to return to work or for a period of twelve (12) months, whichever is less. The sums to be paid hereunder by the Employer shall be reduced by any benefits received by the employee pursuant to any long or short term disability insurance policy, workers' compensation coverage or any other insurance or benefit provided to the employee by the Employer; and no employee shall be entitled to receive a combination of salary and benefits from the Employer during any period of such disability greater than he would have received during the same period had he been actively at work.

ARTICLE XVII
GRIEVANCE PROCEDURE

17.1: Grievance Procedure. It is the intent of the parties hereto that this procedure shall serve as a peaceful means for the resolution of any disputes that may arise between them concerning the application and interpretation of this Agreement. To that end, the informal resolution of grievances at the lowest level of supervision is encouraged.

A grievance shall not be considered to exist unless a complaint by an employee to his immediate supervisor, with or without the presence of the President or other officers of the Union, has not been acted upon.

17.2: Step 1. An employee who has a grievance shall discuss his complaint with his immediate supervisor, with or without the presence of an officer of the Union. The employee shall also -

subsequent to the meeting with the immediate supervisor - meet with the Director of the Department of Police or his designee. The parties shall attempt to reach a satisfactory settlement at the oral stage.

17.3: Step 2. If the grievance is not resolved at Step 1, the employee and/or the Union representative shall reduce the grievance to writing and submit the written grievance to the Director of the Department of Police within fifteen (15) working days of the date the incident or situation giving rise to the grievance occurred or the date on which the grievant or Union official through the exercise of reasonable diligence should have known about the incident or situation. The written grievance shall state clearly and concisely all facts which are the basis for the grievance, the provisions of the Agreement alleged to have been violated, and the resolution sought; and it shall be signed by the grievant and the appropriate Union officer.

The Director of the Department of Police or his designee shall attempt to meet with the grievant and his Union representative and shall respond in writing to the grievance within ten (10) working days after the grievance was formally received in his office, unless there is a mutual extension of the time limit.

17.4: Step 3. If the Step 2 response from the Director of the Department of Police or his designee is not acceptable to the Union, the Union shall submit the grievance to the Director of Employee Relations within ten (10) working days from the last answer or, if no answer is received, from the date the last answer was due. The Director of Employee Relations shall attempt to meet with the appropriate Union representative and the grievant to discuss the grievance and shall, within ten (10) working days of receipt of the grievance, provide a written response.

17.5: Step 4 (Optional). Either the Union or the University may request a meeting to discuss the grievance after the Step 3 written response has been given. If both parties agree in writing to this meeting, the time between the request for the meeting and the conclusion of the meeting shall be excluded from computation of elapsed time between Step 3 and Step 5 (Arbitration).

17.6: Step 5 (Arbitration). Either party may initiate arbitration by notifying the other party in writing that arbitration of the grievance is sought, providing that such notification occurs within ten (10) working days from the completion of Step 3 of the grievance process. If the University and the Union are unable to agree upon an arbitrator, they shall refer the matter to the American Arbitration Association for selection in accordance with the AAA procedures or to the Federal Mediation and Conciliation Service for the selection of an arbitrator in accordance with FMCS procedures. The determination of which service will be utilized for a given arbitration shall be made on a case-by-case basis by agreement between the POAM and the Director of Employee Relations.

17.7: Procedures and Principles Relating to Arbitration. The following procedures and principles shall apply to the arbitrator and to the parties.

17.8: Arbitrator's Authority. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the Agreement; and he shall have no authority to (1) add to, subtract from, or in any way modify this Agreement, (2) substitute his discretion or judgment for the

Employer's discretion or judgment with respect to any matter the Agreement consigns or reserves to the Employer's discretion or judgment, (3) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (4) formulate or add any new policy or rule, and (5) establish or change any wage or classification.

17.9: If Arbitrator Lacks Authority to Rule. In the event a case is appealed to the 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 recommendation on the merits of the case.

17.10: Evidence to be Considered by the Arbitrator. The arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence was not then known to the party submitting same.

17.11: Arbitrator's Decision is Binding. 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 University, on the employee or employees, and on the Union.

17.12: Expenses of the Arbitrator. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.

17.13: General Provisions Relating to the Grievance Procedure. The provisions below shall apply to implementation of the above-described grievance procedure.

17.14: Policy Grievances. Grievances common to a number of employees may be treated as a single grievance and entered at the second step of the grievance procedure.

17.15: Time Limits. In computing any time limit specified in the grievance procedure, Saturdays, Sundays, and holidays specified elsewhere in this Agreement shall be excluded. The parties may mutually agree in writing to extend the applicable timeliness at any stage of the grievance procedure.

17.16: Untimely Response by the Employer. Failure at any step of the Grievance Procedure by the Employer or its agents to give the required notification or to communicate any decision within the specified time limits of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.

17.17: Untimely Appeal by the Union. If a grievance is not appealed within ten (10) working days from one step of the grievance procedure to the next step the grievance will be considered to have been resolved with the Employer's last response.

17.18: Union Representation. A Union representative shall be allowed reasonable time for the representation of an officer or officers who are aggrieved, providing that the representative shall first notify the shift commander and obtain his permission.

ARTICLE XVIII
MONETARY BENEFITS: PAY FOR TIME WORKED

18.1: Pay Basis. Except as otherwise expressly stated in this Agreement, an employee shall be paid only for time actually worked.

18.2: Regular Compensation Rate. As regards Police Officers, an employee's regular compensation rate is one fortieth (1/40th) of his regular weekly compensation rate as determined by dividing the applicable annual salary set forth in Paragraph 28.1 by 52, and this rate will apply to all work time constituting his normal work day or work week. As regards Police Dispatchers, an employee's regular compensation rate is as stated in Paragraph 28.1.

18.3 Overtime: Compensation Rate for Police Officers. (This paragraph applies solely to Police Officers.) Except as permitted in Sections 19.1 and 19.2 an employee's compensation rate for work required by the employer exceeding his normal workday or workweek or on a holiday shall be one and one-half (1-1/2) times his regular compensation rate. All hours worked on a holiday shall be compensated at [the same rate of pay] two and one-half (2-1/2) times regular pay, including hours beyond eight (8) worked in that day, but the employee shall not also be eligible for time off with pay for any of these hours. However, effective October 1, 1991, time off with pay (up to a maximum of eight hours) shall be provided when the holiday hours worked are on an unscheduled, emergency basis. Work beyond eight (8) hours in a normal workday or forty (40) hours in a normal workweek shall be compensated, if mutually agreeable between the employee and the department, as compensatory time off to be used at times which are mutually agreeable, within thirty (30) calendar days of the date when the overtime was worked. Such compensatory time shall be at a ratio of one and one half (1-1/2) hours off for each overtime hour worked. A maximum of thirty (30) hours of compensatory time may be accrued at any time. Compensatory time not used by the end of thirty (30) calendar days shall be converted to overtime pay.

18.4: Overtime: Compensation Rate for Police Dispatchers. (This paragraph applies solely to Police Dispatchers.) An employee's compensation rate for work required by the Employer exceeding forty (40) hours during the work week or for work performed on a holiday shall be one and one-half (1-1/2) times his/ her regular compensation rate. If an employee works on a holiday, he/she will receive time and one-half the regular compensation rate for each hour worked on that holiday in addition to any applicable holiday benefit as described in Section 19.8. If a holiday occurs on an employee's scheduled workday, he/she shall receive holiday pay (pro-rated for part-time employees) and shall receive pay at time and a half for each hour worked that day, but shall not receive additional time off. If a holiday occurs on an employee's scheduled leave day, he/she will receive some other day off with pay (pro-rated for part-time employees).

18.5: Computation of Overtime Work. Compensation for authorized overtime work will be computed in one-quarter (1/4) hours as follows:

- A. 1 - 15 minutes overtime - pay for 1/4 hour
- B. 16 - 30 minutes overtime - pay for 1/2 hour
- C. 31 - 45 minutes overtime - pay for 3/4 hour
- D. 46 - 60 minutes overtime - pay for One hour

18.6: Pyramiding and Compounding. Except as provided in Section 19.8 (Holidays) neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one type of compensation or compensation rate would otherwise apply to the same work only the higher rate will apply.

18.7: Normal Workday. A normal workday for a Police Officer will be eight (8) consecutive work hours, including a one-half (1/2) hour lunch period. A normal full-time workday for a Police Dispatcher will be eight hours of work and a one-half hour unpaid lunch period to be taken at a time as determined by the Employer. If, due to operational needs, the Dispatcher is required to remain in the Public Safety and Services Building during the lunch period or a lunch period cannot be provided, the employee shall be compensated for this half-hour at the applicable rate: i.e., overtime if this employee works beyond forty hours during that work week or regular rate if the employee works less than forty hours that week.

18.8: Normal Workweek. A normal workweek for full-time employees shall be five (5) consecutive normal workdays, provided however, that an employee may be assigned to work additional consecutive work days without the payment of overtime compensation in order to accommodate normal shift rotation.

18.9: Layover. (This paragraph applies only to Police Officers.) An employee will normally be scheduled to have a sixteen (16) hour layover period between shift assignments, provided however, that an employee may be assigned to work during said layover period without the payment of overtime compensation in order to accommodate normal shift rotation or reassignment to accommodate training (for training of the officer). Further, nothing contained herein shall prohibit the scheduling of assignments, such as court time and overtime for which overtime compensation is payable, during such layover period.

18.10: Overtime Equalization. (This paragraph applies only to Police Officers.) To the extent the Employer assigns overtime work to its Police Officers it will endeavor to distribute such work equally on an annual basis among the employees who can do the work available for such overtime assignment. In carrying out its responsibility as provided by this paragraph, the Employer may select particular individuals for special details, special investigations, surveillance, and tactical police

emergencies which may necessitate a deviation from the normal procedures by which overtime is assigned. In any event, the overtime shall be chargeable, logged and counted towards the overtime equalization procedure. This procedure is detailed in General Order No. 79-04 effective 07-26-79 and issued 07-26-79, which remains in effect except for any provisions or references in that document relating to the Meadow Brook Festival. Procedures for assigning additional hours for dispatch operations are detailed in the respective General Order.

18.11: Meal Period. A Police Officer will have a one-half (1/2) hour meal period in each shift. If the Employer requires a Police Officer to work more than four (4) hours overtime, whether before or after his shift, he will have an additional thirty-minute meal period. A Police Dispatcher will have a one-half hour unpaid meal period each eight-hour work day to be taken at times deemed appropriate by the Employer. Further, a Police Dispatcher who works more than four (4) additional hours, whether before or after his/her shift, will be entitled to another one-half hour unpaid meal period.

18.12: Temporary Assignments. If an employee is temporarily assigned to a job classification providing for a wage rate which is different than the wage rate specified for his regular classification, the following rate limitations shall apply to all work done in such temporary assignment:

- A. If the starting wage rate of the temporary assignment is lower than the employee's regular wage rate, he shall receive his regular wage rate.
- B. If the starting wage rate of the temporary assignment is higher than the employee's regular rate, the employee shall receive a premium of ten percent (10%) of his base salary for each hour in which such assignment is worked.
- C. If the temporary assignment is for the purpose of training the employee in the duties of the higher rated job assignment, he shall receive his regular wage rate, provided however, that no assignment as "Acting Sergeant" shall be deemed training for the purposes of this paragraph.
- D. Notwithstanding paragraph B. above, no rate for a temporary assignment shall exceed the rate of the position in which the person is assigned.

ARTICLE XIX

MONETARY BENEFITS: PAY FOR TIME NOT WORKED

19.1: Call In Pay. A full-time employee reporting for duty at the Employer's request for work which is outside and not continuous with his regularly scheduled shift will be guaranteed a minimum of four (4) hours pay at the applicable overtime compensation rate specified in Section 18.3 or Section 18.4. A part-time employee shall receive four hours pay at his/her regular rate except that hours that are in excess of forty hours in the work week will be compensated at the applicable overtime rate.

19.2: Court Time. A full-time employee reporting for duty for "Court Time" at the Employer's request during his scheduled off duty time shall be paid a guaranteed minimum of two (2) hours pay at the overtime compensation rate specified in Section 18.3 and 18.4 (whichever applies), and will receive such overtime compensation for all hours actually spent on such assignment which exceeds the said two (2) hours minimum. A part-time employee reporting for duty for "Court Time" at the employer's request during his scheduled off duty time shall be paid a guaranteed minimum of two (2) hours pay at his/her regular rate except that if time spent on such assignment is in excess of forty (40) hours during that work week, the employee will be paid at the applicable overtime rate. For the purpose of this paragraph, "Court Time" shall mean all time spent appearing in court or securing warrants or other necessary papers, at the Employer's request, and a reasonable amount of time for travel to and from court.

19.3: Stand-By Time. An employee who is notified by the Employer that he is on "stand-by" during his scheduled off duty hours shall be paid at the respective overtime compensation rate specified in Section 18.3 or 18.4 for all time spent on such status.

19.4: Personal Leave: With Pay. Each full-time employee shall be entitled to receive personal leave for the purpose of attending to or caring for personal business which cannot reasonably be scheduled during non-working hours. In addition, such leave may be used for time off to attend religious services of the employee's choice, time off for the celebration of the employee's birthday and time off to vote. Police Officers employed on or before July 1 of any year shall be entitled to forty (40) hours of such leave. Officers employed after July 1 of any year shall be entitled to a pro-rata share of such leave according to the following schedule:

July through December	40 hours
January through March	20 hours
April through May	10 hours
June	0 hours

Full-time Police Dispatchers employed on or before July 1 of any year shall be entitled to twenty-four (24) hours of such leave. Full-time Dispatchers employed after July 1 of any year shall be entitled to a pro-rata share of such leave according to the following schedule:

July through December	24 hours
January through March	12 hours
April through May	6 hours
June	0 hours

A part-time employee shall be credited with personal leave days based on the proportion which his/her work schedule bears to full-time employment.

19.5: Personal Leave: Conditions. All paid personal leave shall be consumed according to the following:

- A. All leave shall be taken in increments of not less than two (2) hours each.
- B. No personal leave may be utilized during leave for other specified reasons, provided however, it may be used in conjunction with vacation.
- C. There shall be no carry over of unconsumed personal leave time.
- D. A Police Officer shall obtain the prior approval of his supervisor prior to consuming any personal leave, but no particular notice of the request for such leave shall be necessary and such leave shall be granted unless the supervisor determines, in his discretion, that manpower requirements prevent approval of same.
- E. A Police Dispatcher shall obtain prior approval. Such approval shall normally be sought at least three (3) days in advance of the day requested. This requirement may be waived by the supervisor if he/she determines there is a sufficient need for the time away from work and an acceptable reason why the normal notice was not given.

19.6: Personal Leave: Additional Hours. In addition to the personal leave entitlement specified in Section 19.4 a full-time employee who does not consume any accumulated sick leave during the Employer's fiscal year shall be entitled to eight (8) hours of additional personal leave to be consumed as specified in Section 19.5. (Additional hours shall be prorated for part-time employees based upon the proportion which their work schedule bears to full-time employment.) Such additional personal leave entitlement shall be calculated at the beginning of the Employer's fiscal year and be determined over the period of the previous fiscal year.

19.7: Military Leave: Short Tours of Duty. Regular, full time employees who belong to the National Guard, Officer Reserve Corps, or similar military organizations, will be allowed the normal fifteen (15) days' leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) days' leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and regular pay if his military pay is less. If the employee takes military leave during his vacation, he will receive full pay. If an employee is attached to a military unit requiring additional training sessions, he will be released for such training to conform with legal requirements of the Employer. However, he shall only be paid for such additional time if it is taken as vacation time. The employee shall inform the Director of Public Safety or his designee about scheduled military leaves with as much lead time as possible-where feasible by providing his supervisor the appropriate section from the perforated sheet which the employee receives from the military service at least 90 days before the scheduled leave is to take effect.

19.8: Holidays. The following shall be designated as paid holidays:

New Years's Day	Thanksgiving Day
Easter	The day following Thanksgiving Day
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	December 31st

- A. Whenever one of these holidays falls on a scheduled day off in the employee's work week the employee will receive an additional day off with pay, the time to be arranged with his supervisor. The amount of additional time off with pay shall be prorated for part-time employees based upon the ratio between their regular weekly work schedule and a full-time work schedule.
- B. No other day shall be observed as the designated holiday.
- C. If an employee is absent on the working day immediately preceding or immediately following the holiday, he will not be paid for the holiday unless his absence is excused. However, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work he will receive the same holiday pay given to the rest of the employees.
- D. If an employee terminates his employment he will not receive pay for the holidays occurring after the last day worked.
- E. Police Officers who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed. Police Dispatchers who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

19.9 Funeral Leave.

- A. If a death occurs among members of a Police Officer's immediate family the Officer will be excused from work to attend the funeral and make other necessary arrangements without the loss of pay from the day of death until the day after the funeral, but not more than a total of four (4) days. If a death occurs among members of a Police Dispatcher's immediate family, the Dispatcher will be excused from work to attend the funeral and make other necessary arrangements without the loss of pay from the day of death until the day after the funeral but not more than a total of three (3) days.

- B. **Definition of Immediate Family.** The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half brother, and half sister.

In the case of death of an uncle, aunt, nephew, niece, or cousin, the employee will be allowed to use accrued personal, vacation, or compensatory time to attend the funeral.

- C. **Permission will be granted to a reasonable number of Police Officers in a unit who wish to attend the funeral of a fellow Police Officer or former Police Officer, provided they return to work after the funeral. Police Officers who serve as pallbearer at a funeral of a fellow Police Officer or former Police Officer will be paid during the time they must be off the job.**

19.10 **Jury Service.** Employer will, on the employee's submitting valid proof of such service, pay an employee for required jury service (i.e., service compelled after the employee has advanced every legally available excuse), the difference between his regular compensation rate, to a maximum of eight (8) hours per day, and eighty (80) hours aggregate annually, and whatever compensation he may be entitled to for such service.

ARTICLE XX
SICK LEAVE

20.1 **Sick Days.** All full time Police Officers will be entitled to paid sick days earned at the rate of 1/2 day for every two (2) weeks. A regular part time Police Officer will be entitled to paid sick days proportionate to the time actually worked. All full-time Police Dispatchers will accrue paid sick days earned at the rate of three (3) hours for every two (2) weeks. A regular part-time Dispatcher will be entitled to paid sick hours proportionate to the time actually worked. The maximum accumulation will be a total of one hundred and thirty (130) sick days. Sick days will be authorized for the following reasons:

- A. Acute personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hour.

- D. Disability due to pregnancy and childbirth.
- E. Acute and serious illness of a husband, wife, son or daughter (natural or adopted or step) who is a member of the employee's household which requires the employee to provide care to said persons during the employee's work schedule. "Required to provide care" means that no other arrangements are possible.
- F. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.
- G. A Police Officer not under the retirement plan provided by the University who has at least five (5) years, but less than ten (10) years, continuous service and has attained 65 years of age at the time of his separation shall be paid fifty percent (50%) of his unused sick leave as of the effective date of separation. A Police Officer not under the University retirement plan who has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred percent (100%) of his unused sick leave as of the effective date of separation not to exceed a maximum of one hundred (100) days.

20.2: Excessive Absenteeism Policy. This program and these standards address the issue of excessive absenteeism:

1. In determining whether absenteeism is excessive, sick leave absences and leave without pay (i.e., beyond sick leave accruals) absences totaling more than ten (10) in the last twelve (12) month period shall generally be viewed as excessive.
2. In determining whether corrective disciplinary steps as outlined in Section 8.3 shall be taken with regard to an individual who has exceeded ten (10) absences in a twelve (12) month period, the University will consider extraordinary and mitigating circumstances, such as extended illness or disability.
3. To assure consistency and fairness, the Director of the Department of Police, or, in his absence, his designee, shall review proposed disciplinary action for excessive absenteeism prior to its implementation .
4. The first implementation date of these standards is July 1, 1997. The first twelve (12) month look back period shall be July 1, 1997, to July 1, 1998. Thereafter the twelve (12) month look back period shall be the most recent twelve (12) month period.

ARTICLE XXI
VACATIONS

21.1: Vacation Entitlement for Police Officers. A Police Officer shall accrue vacation entitlement for work in the bargaining unit according to his seniority as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS ACCRUED PER PAY PERIOD</u>
0 to 4.5 years	4.62
4.5 to 9.5 years	5.85
9.5 to 14.5 years	6.46
14.5 years and over	7.69

Although accrual of vacation during the first six (6) months of continuous service is permitted, no Police Officer shall be entitled to consume vacation during the first six (6) months of his twelve (12) month probationary period. Police Officers who fail to successfully complete six (6) months of their probationary period shall forfeit any accruals of vacation rights otherwise provided by this section.

21.2 Vacation Entitlement for Police Dispatchers. A full-time Police Dispatcher shall accrue vacation entitlement for work in the bargaining unit according to his/her seniority as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION HOURS ACCRUED PER PAY PERIOD</u>
0 to 4.5 years	3.69 Hours
4.5 and beyond	4.92 Hours

A regular part-time Police Dispatcher will accrue paid vacation time in the same proportion as his/her work schedule bears to a full-time work schedule.

Although accrual of vacation time during the first six (6) months of continuous service is permitted, the Police Dispatcher shall not be entitled to consume vacation during the first six months of his twelve (12) month probationary period. Police Dispatchers who fail to successfully complete six (6) months of their probationary period shall forfeit any accruals of vacation rights otherwise provided by this section.

21.3 Vacation: Consumption. Each forty (40) vacation hour accrual will entitle the employee to five (5) workdays off with pay for forty (40) hours of his regular wage rate at the time of his

vacation. For full-time employees all vacation accruals will be consumed in increments of not less than forty (40) hours, except as provided in section 21.6. Part-time employees will consume their vacation in increments equal to their regular scheduled workweek. The employee may either (a) consume his vacation or (b) carry over to a subsequent year any accrual of vacation time not consumed, provided however, that in no event shall such carry over exceed the vacation entitlement accrued in an eighteen month period. In the event an employee elects to carry over accrued vacation to a subsequent year, the entitlement shall be determined and computed on the basis of the seniority held by the employee during the year of the accrual and it shall not be increased by subsequent increases in vacation entitlement due to the employee in subsequent years because of increased seniority.

21.4: Vacation: Probationary Employees. After six (6) months of continuous service, probationary employees may consume accrued vacation entitlement as provided in this Article. However, a probationary employee who does not successfully complete his probationary period shall be entitled to only that percentage of his accrued entitlement which equals the percentage of the probationary period successfully completed by said employee. If the employee has consumed more vacation than that to which he is entitled hereunder, his final pay shall be reduced to fully reimburse the Employer for the excess vacation consumed by the employee. If the employee has not consumed vacation to which he is entitled, his final pay shall be increased to compensate him for the unconsumed vacation entitlement. All adjustments shall be made at the employee's regular hourly pay as of the date of termination.

21.5: Vacation: Schedule. A vacation request form must be completed by the employee and returned to the Employer at least thirty (30) days prior to the start of the leave period. The Employer will then assign leave time on the basis of its operating requirements, giving priority to the employee's seniority and vacation time preference. After the assignment of vacation time by the Employer the schedule of vacation shall be posted. After the vacation schedule is posted all leave must be taken as scheduled, except in cases of emergency beyond the employee's control, in which case the vacation will be carried over by the Employer as provided in Section 21.2 or rescheduled by the Employer. In responding to vacation requests from employees, the Employer will make reasonable efforts to indicate the availability of vacation during the period requested. In addition, the Employer shall give due consideration for requests for vacation in increments of less than forty (40) hours, five (5) working day segments and requests for same shall be approved if the Employer, in its sole discretion, determines that granting such request will not interfere with the effective fulfillment of the duties and obligations assigned to the Public Safety Department. Nothing contained hereby shall prohibit employees from exchanging vacation schedules so long as all employees involved agree to exchange and the Employer is notified of the proposed exchange in advance and the exchange will not cause the Employer any additional expense of any kind.

21.6: Vacation: Holidays During. If a holiday specified in Section 19.8 of this Agreement falls within an employee's scheduled vacation he will be given an extra day off at a time to be arranged with the Employer. This benefit is prorated for part-time employees.

21.7: Vacation: Leave of Absence. An approved leave of absence for military service will not be counted as a break in the employee's service when determining vacation entitlement hereunder. All other leaves of absence, except as provided for elsewhere in this Agreement, will be considered as a break in an employee's service when determining vacation entitlement.

ARTICLE XXII
LEAVES WITHOUT PAY

22.1: Personal Leave: Without Pay. Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, child rearing, serious illness of a member of the employee's family, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay lasts for a period of thirty (30) days or more, the employee must take another physical examination before returning to work.

22.2: Leave of Absence for Illness or Disability.

- A. When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, then the employee must procure and have available for the Health Center a physician's transcript relative to the case before the employee reports to the Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two (2) years.

- B. The employee who is on personal leave, leave for temporary termination of his work, or leave for sickness or disability will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Benefits Office of the Employee Relations Department about maintaining the employee group insurances during this period. All leaves of absence must be approved by the Administrative Head and cleared through the Employee Relations Department.

22.3 Family and Medical Leave Act (FMLA). Notwithstanding any other provisions of this Agreement, including leave of absence provisions, the University will provide to employees represented by the bargaining unit all leave and medical benefits prescribed by the Family and Medical Leave Act of 1993 (FMLA). To the extent that FMLA requires greater benefits than this Agreement, FMLA shall be followed. To the extent that this Agreement provides greater benefits than FMLA, this Agreement shall be followed. Otherwise, administration of Agreement

provisions and FMLA provisions shall be coordinated in accordance with procedures adopted by the University consistent with FMLA. If any FMLA requirement conflicts with this Agreement, the FMLA shall be followed and the contrary Agreement provision shall not be effective.

22.4: Educational Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.

22.5: Military Leave: Extended Service. Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserved component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and non-recurrent period.

ARTICLE XXIII MEDICAL DISPUTE RESOLUTION

23.1: Medical Dispute Resolution. An employee shall have the right to appeal the findings of an examination conducted by the university's physician relating to his fitness to work by submitting findings from a medical doctor of his choice at his expense. If there is a dispute between the findings of the two (2) physicians, the university's doctor and the employee's doctor shall attempt to agree upon a third medical doctor to resolve the dispute. The third medical doctor would submit a report to the university and the employee, and the decision of this third doctor will be binding on both parties. In the event the university's doctor and the employee's doctor cannot agree on a third doctor, the examination shall be performed at Henry Ford Hospital or William Beaumont Hospital (Royal Oak) and the results of the examination will be binding on both parties. The costs of examination by an agreed upon third medical doctor or an examination at Henry Ford Hospital or William Beaumont Hospital shall be shared equally by the university and the employee.

ARTICLE XXIV
INSURED BENEFITS

24.1: Hospital and Medical Coverage.

The University will provide health insurance plans as described in subparagraphs (A) and (B) below for all full-time and part-time bargaining unit employees who work a minimum of twenty (20) hours a week and who have completed six months of their probationary period with university and employee contributions for the monthly premiums as specified below. An employee who is covered under some other health insurance plan should not enroll in any of these plans. If the employee is not covered under some other plan, the employee may enroll in one of these plans at his/her cost for the first six months of employment. Insurance coverage under any of these plans can be effective the first of the month following the beginning of employment at the employee's expense. The University will contribute towards the premium after six (6) months of employment; however, the employee must complete an application within sixty days of employment.

The University's payment for the monthly premium for this coverage shall be as follows:

- (1) For employees participating in an HMO Plan described in 24.1B, or in a Point of Service Plan described in 24.1A, the University shall make a monthly premium contribution up to the full cost of the least-cost HMO plan for the respective level of coverage (single, two party, family). If the monthly premium for the plan selected for participation is greater than the monthly premium for the least-cost HMO, the employee shall pay the difference. If the monthly premium for the plan selected for participation is equal to or less than the monthly premium of the least-cost HMO, the University shall pay the full cost of the monthly premium.
- (2) Except for employees participating in calendar year 1993 and who have continued participating in subsequent years in the BCBSM Traditional Plan or the Blue Preferred Plan, both described in 24.1A, the monthly premium contribution for participation in these two plans shall be as set forth in (1) above.
- (3) For employees who are participating in the BCBSM Traditional Plan or the Blue Preferred Plan in calendar year 1993, and who continue participation in one of these plans, the University's monthly contribution for the premium shall be the University's calendar year 1993 contribution for that plan, including what the University paid for the master medical component, until the University's monthly premium contribution for the least-cost HMO equals this 1993 monthly contribution rate. Thereafter, the University will make the same monthly premium contribution for all plans.

When an employee becomes eligible for participation with University contribution for monthly premium cost, the eligible employee shall pay through payroll deduction \$30 per month of the University contribution toward the premium for the first three (3) months of participation; however, if the employee participated in the plan wholly at her/his cost prior to his/her eligibility for participation with the employer contributions, the requirement of the \$30 per month of employee share of premium costs shall be waived. The \$30 per-month requirement would also be waived for an individual who has been employed at least nine months and whose circumstances have changed such that he/she can no longer participate in the plan under which he/she had prior coverage. Coverage continues to the end of the month if the employee quits, is terminated, or is laid off. An employee on leave without pay or on layoff status may keep the coverage in effect by arranging to pay the full premium through the Staff Benefits Office. Payment for benefits by the respective insurer under the plans offered is by "reasonable and customary" schedules (or according to schedules negotiated with preferred providers or these services).

A. Blue Cross Blue Shield of Michigan (BCBSM) Plans.

Two BCBSM plans are available for participation: a BCBSM Traditional Plan, and a Blue Preferred Plan.

(1) BCBSM Traditional Plan. This plan is BlueCross/Blue Shield Comprehensive Hospital Care--Semi-Private and Blue Shield MVF-1 Preferred (medical services) with the following riders:

D45NM	(hospital care)
CC-CLC	(convalescent care)
FAE-RC	(physician charges for life-threatening emergency treatment)
ML	(diagnostic laboratory and x-ray services)
Prescription Drug	(\$5 co-pay)
DC	(dependent child coverage)
SD	(sponsored dependent)
COB-3	(coordination of benefits)
SAT-2	(substance abuse treatment)
GLE-1	(exclusion of experimental services)
SOT-PE	(specified organ transplant coverage)
MM Option V	(master medical: deductible of \$150 for one individual or \$300 for two or more; 80% reimbursement on all eligible expenses but psychiatric and private duty nursing, which is 50%)
EF/XF	(exact fill Medicare complementary)

PPNV-1	(pre- and post-natal care)
RPS	(routine Pap smears)
MMC-PD	(exclusion of prescription drug benefits from master medical)
MMC-XBS	(allows all full-time eligible employees to enroll in Master Medical)
HCB-1	(hospice care benefits in an approved hospice program under certain conditions and with defined benefits)
RM	(routine mammograms)
PD-MAC	(generic drugs unless doctor specified)
PCES	(voluntary second surgical opinion rider)
MMC-PDC	(prior deductible carry-over rider)
RAPS	(defines "medical necessity" and how professional providers are reimbursed)
BMT	(bone marrow transplants)
HMN	(hospital admissions must be medically necessary)
CNM	(includes some services by Certified Nurse Midwife)
ASFP	(outpatient surgery in approved free standing facility)
XTMJ	(defines coverage for TMJ treatment)
MMC-XTMJ	(defines master medical coverage for TMJ treatment)

The Staff Benefits Office should be contacted for a further explanation of these benefits.

(2) Blue Preferred Plan. This plan is BCBSM's Prudent Purchaser Organization (PPO). This PPO plan provides all of the benefits of the Traditional Plan described above, with reduced premium rates and with some reduced out-of-pocket expenses for the participants. However, the participant is expected to choose the hospital or physician for health care from the Blue Preferred Plan Directory. When services are provided by a Blue Preferred Plan provider the participant pays only for services not covered under the plan or for liabilities required by the plan. If services are received from a provider who is not a member of the Blue Preferred Plan network, the plan pays 85% of the reasonable amount as determined by BCBSM and the participant is responsible for the remaining charges. (A participant's obligation to pay the 15% differential does not apply in certain situations when services are received from non-network providers: emergency care for treatment of accidental and medical emergencies; referral care--when special services are required that are not available from network providers and a referral for these specialty services is made by a network provider; and out-of-state care--for non-elective services received while the participant is on vacation or temporarily located outside of the state.) Specific policy terms are those in the executed insurance contract with Blue Cross Blue Shield of Michigan.

Shield of Michigan.

All benefits of the two BCBSM plans described above are subject to specific BCBSM policy provisions and the Group Operating Agreements between Oakland University and BCBSM.

B. Health Maintenance Organizations. The University currently offers the below-described federally qualified Health Maintenance Organization (HMO) plans to active employees as an alternative to the comprehensive hospital-medical plan in paragraph 24.1 A above. Additional federally qualified HMO plans may be added by the University as alternatives as they become available. Any employee enrolled in an HMO shall not be eligible for benefits set forth in 24.1 A above. Employees will be given advance notice if the University determines to add an HMO or to disassociate from an HMO.

Health Alliance Plan (HAP) and Blue Care Network (BCN) are offered as HMO options to the health insurance plans described in 24.1 A above. Information about Plan benefits and open enrollment periods may be obtained from the University's Staff Benefits Office.

C. Point of Service Plans. The University offers the below-described Point of Service (POS) plans to active employees as an alternative to the plans described in paragraphs 24.1 A and 24.1 B above. These plans include a managed care component similar to the HMO's, whereby medical services would generally be received from a primary care physician selected by the participant from the respective directory or through a referral made by the primary care physician. When services are so obtained they are considered to be "in network". However, POS participants also have the option of self-referring themselves to medical practitioners beyond their primary care physician, including medical practitioners not included in the directory, which would be considered "out of network". For "out of network" services, participants are subject to deductibles and co-pays (generally at the rate of 20% to be paid by participants), with an out-of-pocket annual maximum.

Health Alliance Plan HMO Point-of-Service Plan (HAP POS) is integrated with HAP HMO. Blue Choice POS has its own directory of participating physicians. Information about these plans may be obtained from the University's Staff Benefits Office. Any employee enrolled in HAP POS or Blue Choice POS shall not be eligible to participate in the plans set forth in paragraphs 24.1 A or 24.1 B above.

24.2: Dental Insurance. The university will provide a comprehensive dental insurance plan for all full-time employees who have completed six (6) months of continuous service, at no cost to the employee. Coverage herein continues to the end of the month if the employee quits, is terminated, or is laid off. Payment for benefits by the plan is by "reasonable and customary" schedules. The plan contains the following benefits for employees and dependents as herein

SCHEDULE OF BENEFITS

<u>CLASS I BENEFITS</u>	<u>PERCENTAGE OF "USUAL AND CUSTOMARY" FEE PAID BY THE CARRIER</u>	<u>PERCENTAGE OF CUSTOMARY" FEE PAID BY THE PATIENT</u>
Diagnostic	100%	0%
Preventive	100%	0%
Emergency Palliative	100%	0%
Radiographs	50%	50%
Oral Surgery	50%	50%
Restorative	50%	50%
Periodontics	50%	50%
Endodontics	50%	50%

<u>CLASS II BENEFITS</u>	<u>PERCENTAGE OF "USUAL AND CUSTOMARY" FEE PAID BY THE CARRIER</u>	<u>PERCENTAGE OF "USUAL AND CUSTOMARY" FEE PAID BY TH PATIENT</u>
Prosthodontics	50%	50%
Bridges, Partials, and Dentures	50%	50%
Gold Restorations and Crowns	50%	50%

CLASS III BENEFITS

Orthodontics	50%	50%
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\$800 maximum per person per contract year on Class I and II Benefits.

\$1,000 lifetime maximum per person for Class III Benefits.

The University shall pay the full cost of such insurance.

24.3: Life Insurance. The University shall provide each full time Police Officer who is less than 65 years of age after six (6) months of service term life insurance in the amount of \$20,000.00. The University shall provide each full-time Police Dispatcher who is less than 65 years of age after six (6) months of service term life insurance in the amount of \$15,000. For all full time employees who have obtained the age of 65, the University will provide him/her with such life insurance coverage as is mandated by applicable Federal, state or local law.

24.4: Optional Life Insurance. The University shall provide optional additional term life insurance to all full time members of the bargaining unit. Full time bargaining unit members may enroll for supplemental coverage during the first sixty (60) days of employment. Future enrollments may be made during an annual open enrollment period scheduled by the Staff Benefits Office. Premiums for such coverage shall be paid by the bargaining unit member through payroll deduction.

24.5: Travel Accident Insurance. The Employer shall provide a full coverage travel accident insurance plan which will cover unit employees who are traveling on official Employer business. This plan will also cover unit members who use their private vehicles for official Employer business. The Employer will contribute the entire cost of this insurance premium.

The Employer will reimburse employees who use their private vehicles for official Employer business at the current university mileage rate.

24.6: Long-Term Disability. The University shall provide, after six (6) months of continuous service, for all full time bargaining unit members a long term disability insurance plan, with the following benefits:

- A. A Monthly Income Benefit after six (6) months total disability not to exceed \$5,000.00 per month.
- B. A Monthly Annuity Premium Benefit.

The University will pay the entire cost of the premium for this insurance.

24.7: Short Term Sickness and Accident Insurance. The Employer shall provide each full-time employee who has completed six (6) months of his/her probationary period a short term disability insurance plan that provides an employee in active status at the onset of disability (i.e., not on extended non-paid leave or on layoff) with an amount equal to sixty percent (60%) of base weekly salary should he or she become disabled due to a non-occupational sickness or accidental injury, or a disabling condition resulting from pregnancy. (An extended non-paid leave is a leave which is in excess of one week.) Disability benefits may commence after the employee has been disabled for thirty (30) calendar days, but no earlier than the thirty-first (31st) day of disability, and may continue to be paid for the duration of the disability for up to twenty-two (22) weeks or until the employee becomes eligible for long-term disability benefits, whichever first occurs. The employee may utilize sick, personal and vacation accruals until commencement of the short term disability benefit. The University shall pay the full cost of such insurance.

24.8 Flexible Benefits Options. If the University arranges flexible benefits options for any other non-faculty employee groups, such options may be made available to POAM-represented employees subject to a Letter of Agreement between the Union and the University.

24.9: Premium Conversion. As permitted by law, the employer shall establish a pre-tax medical insurance plan. Each employee who elects coverage under the employer's group medical plan shall automatically be considered to have elected participation in the pre-tax medical insurance plan, unless the employee affirmatively elects to receive full compensation.

ARTICLE XXV
RETIREMENT

25.1: Multiple Option Retirement Program. The University shall provide all full-time employees who have completed three (3) or more years of service the option of participating in the Multiple Option Retirement Program. Two tax-deferred retirement plans are available in the program: TIAA-CREF and Fidelity. Information regarding these plans is available from the Staff Benefits Office. Employees may enroll in the program within sixty (60) days of the completion of three (3) years of such service, or at any time thereafter. However, participation cannot be made retroactive.

A. The University shall contribute nine percent (9%) of each participating employee's base salary on a monthly basis. The University's contribution and any additional employee contributions are fully vested and the dollar value is based on entry date, earnings, and years of participation, coupled with interest and earnings experience of the vehicle selected. The University does not guarantee a return of principal or earnings on investments.

B. The University shall keep in effect the Non-Contributory Retirement Plan (Non-Con) for those employees as of June 30, 1973, who had their Non-Con program benefits frozen. The pension benefits from the Non-Con plan for such employees shall be frozen as follows:

- (1) Service credits for the determination of the pension shall be one percent (1%) for each of the first ten (10) years of continuous employment and two percent (2%) for each year thereafter. No service credits will accrue after June 30, 1973.
- (2) The pension amount shall be determined by multiplying the employee's annual yearly earnings as of June 30, 1973, by his/her service credits and then adding ten percent (10%).
- (3) The maximum pension frozen shall be three thousand dollars (\$3,000.00).
- (4) Payment for the frozen Non-Con Benefit shall be made as follows:
 - (a) The full annual frozen Non-Con Retirement Pension for persons retiring after attaining age 62 and with fifteen years of service shall commence at the first of the month following attainment of age sixty-five (65), if retirement has then occurred.

(b) A person with twenty-five years of service may retire at any time with Non-Con pension benefits to commence the first of the month following retirement. These benefits will be actuarially reduced to the extent that retirement occurs prior to age sixty-five (65).

(c) Frozen Non-Con benefits shall be in addition to any retirement pension from the contributions to the Multiple Option Retirement Program as provided in this Agreement.

(5) Employees who "retire" (terminate) without meeting the minimum provisions for vesting under the Non-Con Plan will receive a retirement pension solely from the contributions made to the Multiple Option Retirement Program as provided in this Agreement.

- C. Supplemental Retirement Annuities. The University shall provide employees the option of investing, at their expense, in supplemental retirement tax-deferred vehicles as identified in paragraph 25.1, subject to the conditions established by the respective companies.
- D. An employee who retires from the University must make advance arrangements with the Staff Benefits Office for the continuation of any available benefits on an employee-paid basis, and the University's obligation in regard to such benefits shall be terminated upon the date of retirement.

ARTICLE XXVI EDUCATIONAL BENEFITS

26.1: Educational Benefits. Position-related courses or career development courses taken at Oakland University and other universities or colleges by a bargaining unit member which are approved by the Director of Public Safety prior to enrollment (whether these courses are offered by the Division of Continuing Education or are regular credit offerings) shall qualify for tuition reimbursement as provided below when evidence of satisfactory completion of the course is submitted:

- A. The benefits provided by this paragraph shall not, in the aggregate, exceed \$1,300 for the bargaining unit per fiscal year, except that unused funds from one year shall be carried forward to the next fiscal year.
- B. An employee who has obtained approval of the Director of Public Safety to take a course or courses as a part of this program shall provide a copy of this approval to the employment office prior to the start of the course. Reimbursement is to be provided

on a "first-come, first-served basis" to employees in accordance with when the "approval" from the Director was submitted to the employment office.

- C. Each member of the bargaining unit who has enrolled in an "approved" course shall submit evidence of successful completion of the course and the grade received. The grade report is to be submitted to the employment office within twenty (20) days after it has been issued by the respective institution.
- D. Reimbursement shall be within the limits of funds available, and reimbursement shall be provided only for successful completion - as evidenced by submission of a valid record of a passing grade.
- E. For courses in which the "grade" is simply evidence of "successful completion," reimbursement shall be based upon treating this as a passing grade.
- F. If there are multiple concurrent claims for reimbursement which exceed the funds available, payments shall be pro-rated.

ARTICLE XXVII JOINT RESPONSIBILITIES

27.1: Joint Responsibilities. During the term of this Agreement, neither the Association nor its officers, members, agents, or representatives shall instigate, encourage, authorize, promote or participate in any strike, work stoppage, work interruption, work interference, slow-down, or any other form of concerted action by its bargaining unit members which would violate Act 336 of Public Acts of 1947 as amended. Nor shall any member of the Oakland University Police Officers Association honor any picket line at the University set up by other groups or unions. The Employer will have the absolute and unreviewable right to discharge or otherwise discipline any employee who violates any of the prohibitions set forth in this paragraph. However, the issues of fact as to whether an employee violated any of the provisions of this paragraph and as to whether the Employer has acted in a discriminatory fashion with regard to discipline or discharge of employees for such breaches will be subject to the provisions of Article XVII, Grievance Procedure.

27.2: Association Obligation. In the event the Employer decides that certain employee conduct constitutes a violation of Section 27.1 and notifies the Association of such determination, the Association will forthwith issue a public statement directing each employee to cease such conduct. If the Association complies with the terms of this paragraph it shall not be liable for any violation of Section 27.1 by the employees.

27.3: No Lockout. There shall be no lockout by the Employer during the term of this Agreement.

ARTICLE XXVIII
SALARIES

28.1: Salaries/Wages: All police officers employed at the time this Agreement is ratified by the Union shall receive compensation for work performed hereunder according to the following schedule:

OCTOBER 1, 1995 THROUGH SEPTEMBER 30, 1996

START	STEP I	STEP II	STEP III
\$15.34	\$16.66	\$18.07	\$19.15
\$31,906	\$34,654	\$37,591	\$39,838

OCTOBER 1, 1996 THROUGH SEPTEMBER 30, 1997

START	STEP I	STEP II	STEP III	STEP IV	STEP V
\$12.98	\$14.18	\$15.38	\$16.59	\$17.79	\$19.73
\$27,000	\$29,500	\$32,000	\$34,500	\$37,000	\$41,033

OCTOBER 1, 1997 THROUGH SEPTEMBER 30, 1998

START	STEP I	STEP II	STEP III	STEP IV	STEP V
\$13.37	\$14.61	\$15.85	\$17.08	\$18.32	\$20.32
\$27,810	\$30,385	\$32,960	\$35,535	\$38,110	\$42,264

OCTOBER 1, 1998 THROUGH SEPTEMBER 30, 1999

START	STEP I	STEP II	STEP III	STEP IV	STEP V
\$13.77	\$15.05	\$16.32	\$17.60	\$18.87	\$20.93
\$28,644	\$31,297	\$33,949	\$36,601	\$39,253	\$43,532

All police dispatchers employed at the time Agreement is ratified by the Union shall receive compensation for work performed hereunder according to the following:

OCTOBER 1, 1995 THROUGH SEPTEMBER 30, 1996

<u>START</u>	<u>ONE YEAR ANNIVERSARY</u>
\$10.37 per hour (\$21,570)*	\$11.25 per hour (\$23,421)*

*Annualized for full-time

OCTOBER 1, 1996 THROUGH SEPTEMBER 30, 1997

<u>START</u>	<u>ONE YEAR ANNIVERSARY</u>
\$10.68 per hour (\$22,217)*	\$11.60 per hour (\$24,124)*

*Annualized for full-time

OCTOBER 1, 1997 THROUGH SEPTEMBER 30, 1998

<u>PROBATIONARY</u>	<u>ONE YEAR ANNIVERSARY</u>	<u>STANDARD RATE**</u>
\$11.00 per hour (\$22,884)*	\$11.71 per hour (\$24,366)*	\$12.43 per hour (\$25,848)*

* Annualized for full-time.

**Standard rate takes effect after two years of service.

OCTOBER 1, 1998 THROUGH SEPTEMBER 30, 1999

<u>PROBATIONARY</u>	<u>ONE YEAR ANNIVERSARY</u>	<u>STANDARD RATE**</u>
\$11.33 per hour (\$23,571)*	\$12.07 per hour (\$25,097)*	\$12.80 per hour (\$26,623)*

* Annualized for full-time

**Standard rate takes effect after two years of service.

28.2 Previous Experience. The University and the Associations agree that a candidate for Police Officer position may receive credit for previous police experience, up to a maximum of four (4) years. A candidate with two (2) years, but less than four (4) years may be hired at the one year step on the salary schedule. A candidate with four (4) or more years may be hired at the two year step on the salary schedule.

ARTICLE XXIX
LONGEVITY

29.1: Longevity: Eligibility. All full-time regular employees will be eligible to receive longevity payments after the completion of six (6) years of full-time continuous service to the university, by October 1 of any year.

29.2: On December 1 following eligibility the longevity payment will be payable and each subsequent December 1 thereafter in accordance with the following schedule:

<u>Seniority</u>	<u>Annual Longevity Pay</u>
6 or more and less than 10 years	2% of annual base salary
10 or more and less than 14 years	3% of annual base salary
14 or more and less than 18 years	4% of annual base salary
18 or more and less than 22 years	5% of annual base salary
22 or more and less than 26 years	6% of annual base salary
26 or more years	8% of annual base salary

29.3: Computation. Longevity pay shall be computed on the base salary paid during the first regularly scheduled pay period of the calendar year in which longevity pay is due excluding all premium pay. Effective with payments made on or after October 1, 1997, no longevity payments as shown in the above schedule shall be paid for that portion of an employee's regular base salary which is in excess of \$15,000.00.

29.4: Pro-rated payments shall be made to those employees who retire under the university retirement plan prior to October 1. This also applies to those employees not under a retirement plan but who are sixty-five (65) years of age at the time of the separation. In case of death, longevity payments shall be made to the beneficiary designated in writing to the university Staff Benefits office, or if such employee has not designated such beneficiary, to his/her estate. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October 1 to the date of retirement, separation or death and shall be made as soon as practicable thereafter. For purposes of pro-rated payments only, any month in which the employee has provided full time continuous service through the 15th day thereof shall be deemed a month of full-time service.

29.5: Continuous Service. The term "full-time, continuous service" above means the employee has been scheduled to work forty hours per week, twelve months per year. If such employees are absent in an unpaid leave or layoff status for more than ninety days in any qualifying year, they are not eligible that year and the longevity date will be adjusted for future years.

29.6 Service to the University. The term "service to the University" means the current qualifying employee's service in the unit may be combined with continuous prior full-time continuous service in some other unit with the University as a regular/permanent employee.

ARTICLE XXX
EXCHANGE OF SHIFT ASSIGNMENTS

30.1: The parties agree that from time to time it is desirable for various members of the unit to exchange shift assignments so as to accommodate their personal schedules. Therefore, such exchanges may be accomplished as long as all employees involved agree to the exchange, the Employer is notified of the proposed exchange in advance and the exchange will not cause the Employer any additional expense of any kind.

Individual Police Officers will be permitted to exchange work shifts, up to and including a full four-month shift as long as they continue to meet the work schedule requirement that they work each of the three four-month "platoons" at least once every twenty-month period. When a work shift exchange is effected, each Officer shall be "credited" with working the platoon on which he/she serves the greatest amount of time (i.e., regularly scheduled time only; not including overtime assignments).

ARTICLE XXXI
MISCELLANEOUS

31.1: Interest Succession. This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.

31.2: Agreement Construction. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

31.3: Effective Date and Duration. This Agreement will remain in effect until 12:01 a.m. Eastern Daylight Savings Time on October 1, 1999, and from year to year thereafter, unless terminated as provided in paragraph 31.4. Wage and salary increases for the first year of this Agreement are retroactive to October 1, 1996. Retroactivity applies to regular earnings, overtime pay, and University contributions to the 403(b) retirement plan. Retroactive payments shall be made only to individuals who were employed as of May 5, 1997.

31.4: Termination. Written notice to terminate may be made by either party not earlier than July 1 prior to the applicable termination date in paragraph 31.3 nor later than September 1 of that year. A written notice may be made in any subsequent year not earlier than July 1 nor later than September 1. The date on which the written notice is delivered to the other party shall be deemed to be the date of notice. Notice of intent to modify will be the equivalent of notice to terminate.

31.5: Appendices. All appendices and Letters of Agreement attached hereto and signed by the parties shall be deemed a part of this Agreement and shall be fully enforceable hereunder.

31.6: Scope of the Agreement. The parties acknowledge that during the negotiations which

31.5: Appendices. All appendices and Letters of Agreement attached hereto and signed by the parties shall be deemed a part of this Agreement and shall be fully enforceable hereunder.

31.6: Scope of the Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all matters lawfully subject to collective bargaining and that the understandings and agreements arrived at by the parties consequent to the exercise of that right and opportunity are set forth in this agreement. The provisions contained herein and the appendices attached hereto constitute the entire Agreement between the parties. Any amendments that may be agreed upon during the life of this Agreement are subject to ratification by both the University Board of Trustees and the Union and shall become a part of this Agreement. Further, in all instances where procedures or practices are contrary to the terms of this Agreement, the Agreement shall control.

31.7: Severability. If any provision of this Agreement is determined to be illegal, void or invalid by a court of competent jurisdiction or by existing or subsequent legislation (such as legislation enacting a national health insurance plan), the affected provision shall be deleted from the Agreement, and the parties agree to meet in order to negotiate substitute language which will conform to the law.

Signed this 8th day of October, 1997.

OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION



David M. Birkholz
President

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

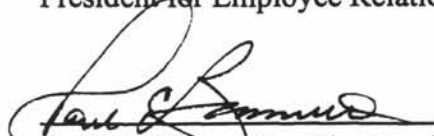


Wayne Beerbower
Business Agent

OAKLAND UNIVERSITY



Willard C. Kendall, Chief
Negotiator and Assistant Vice
President for Employee Relations



Paul E. Bissonnette, Vice President
for Finance and Administration
and Treasurer to Board of Trustees

LETTER OF AGREEMENT
RE: MEADOW BROOK HALL CHRISTMAS WALK

It is hereby agreed that notwithstanding any other language in the current Agreement the parties to the letter and to the Agreement recognize that the university has the unrestricted right to employ supplementary civilian employees or a supplementary civilian work force to handle some or all of the non-police functions and/or activities, such as, but not limited to, parking assistance and direction and traffic assistance and direction for the Meadow Brook Hall Christmas Walk each year. This letter of Agreement is specifically made an addendum to the Agreement and is effective October 1, 1983.

OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION

/s/ Michael G. Bureau
President

/s/ Joyce Eagling
Vice President

/s/ Sheila MacDonald
Secretary

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

/s/ James Colby
Business Agent

OAKLAND UNIVERSITY

/s/ Willard C. Kendall
Chief Negotiator and Director of
Employee Relations

/s/ Robert J. McGarry
Vice President for Finance and
Administration and Treasurer to the Board of
Trustees

LETTER OF AGREEMENT
RE: ORDER IN WHICH MANDATORY OVERTIME ASSIGNMENTS
FOR PUBLIC SAFETY OFFICERS ARE MADE

The parties to this Letter hereby agree that mandatory overtime assignments for Public Safety Officers shall be made in the following sequence:

1. Overtime contiguous with a shift shall be assigned to on-duty personnel on said shift. For example: an assignment running from 9:00 p.m. to 1:00 a.m., would be assigned 9:00 p.m. to 12:00 a.m. to 1st platoon personnel, and the segment from 12:00 a.m. to 1:00 p.m., would be assigned to 3rd platoon personnel.
2. For overtime not contiguous with a shift, assignment will be made to those officers who are scheduled on-duty for that date.
3. In the event that the demand for overtime personnel is greater than can be filled utilizing personnel on-duty on that date, officers who are on leave days will be assigned.

OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION

/s/ Michael G. Bureau
President

/s/ Joyce Eagling
Vice President

/s/ Sheila MacDonald
Secretary

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

/s/ James Colby
Business Agent

OAKLAND UNIVERSITY

/s/ Willard C. Kendall
Chief Negotiator and Director of
Employee Relations

/s/ Robert J. McGarry
Vice President for Finance and Administration and
Treasurer to the Board of Trustees

LETTER OF AGREEMENT
RE: SPECIAL EVENTS OVERTIME

The parties to this Letter hereby agree that notwithstanding any contractual language in the Agreement between the parties which would or might be viewed as conflicting with the below-described provisions, Public Safety Officers overtime necessitated by special events occurring at Oakland University will be handled in this manner.

- A. When the need for overtime work is determined by the Director or Assistant Director, it shall be posted in accordance with normal departmental operating procedures. Any interested officer may volunteer for the overtime work by signing the posting. Sergeants in the department may also "volunteer" for this overtime work by signing the posting.
- B. Public Safety Officer (PSO) volunteers will be selected according to the normal procedures referenced in paragraph 18.9 of the Agreement. If there are insufficient PSO volunteers (who have signed the posting) to satisfy the overtime requirements, then overtime will be assigned to Public Safety Sergeant (PSS) volunteers. If there are insufficient volunteers to staff the required overtime assignments, mandatory overtime will be assigned to PSOs in accordance with the procedure referenced in paragraph 18.9.
- C. When overtime is posted requesting "supplemental" personnel and sufficient PSO volunteers are available, they shall be given priority in filling these overtime assignments.
- D. For "required overtime" at Meadow Brook Festival events, both the above described provisions and the following provisions will apply:
 - 1. The university will "require" no more than these numbers of public safety officers to work at particular events on an overtime basis: one (1) required officer at DSO concerts, except July 4; three (3) required officers at DSO concert on July 4; two (2) required officers at Pops concerts; three (3) required officers at "most" Brass Rings concerts (except those designated as a "high profile" event requiring additional officers); two (2) required officers at most graduation ceremonies (except those designated as a "high profile" event requiring additional officers).

The department administration will "designate" high-profile events which require additional officers by the start of the Meadow Brook Season (i.e., the first graduation). The administration will give advance notice of high profile concerts that are scheduled after the start of the Meadow Brook Season to officers who might be affected.

2. It shall be the responsibility of the university to identify and employ additional personnel to provide security and crowd control at these summer events.
3. If problems occur during the summer with this overtime approach, the parties will meet to discuss the problems and their solution.

OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION

/s/ Joyce Eagling
Eagling
President

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

/s/ Patrick J. Spidell Joyce
Patrick J. Spidell
Business Agent

OAKLAND UNIVERSITY


/s/ Willard C. Kendall
Willard C. Kendall
Chief Negotiator and
Assistant Vice President for
Employee Relations

Date Signed: 4/19/88

LETTER OF AGREEMENT
RE: OPTICAL COVERAGE

The parties to this letter hereby agree that the University will provide an optical plan for all employees represented by the Oakland University Police Officers Association who have completed six (6) months of their probationary period. The plan provides coverage for an eye examination, with lenses, if needed, every 12 months and new frames provided every 24 months. Additionally, as of January 1, 1994, the plan includes an MD rider for certain subsidized services from a panel of licensed ophthalmologists. It provides coverage for the employee, his/her spouse, and his/her dependents (as defined by the plan). Eligible employees may enroll in this plan when first eligible or during an annual open enrollment period. The university shall pay a maximum of \$95.00 per year to provide this coverage for each enrolled employee and eligible dependents. If premium costs exceed the maximum the employee shall authorize a payroll deduction for costs in excess of that maximum or the coverage will not be provided and the University's obligation for that employee's coverage shall cease.

OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION

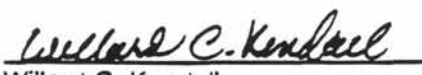

Rodenck A. Sampson
President

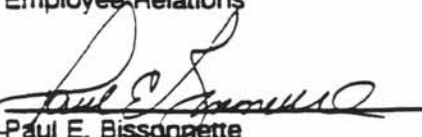
5/16/94

POLICE OFFICERS ASSOCIATION OF
MICHIGAN


Frank Lupo
Business Agent

OAKLAND UNIVERSITY


Willard C. Kendall
Chief Negotiator and Assistant Vice President for
Employee Relations


Paul E. Bissonnette
Vice President for Finance & Administration
and Treasurer to Board of Trustees

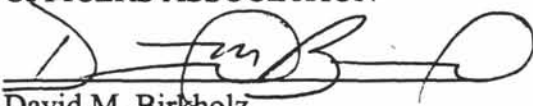
Date Signed: June 27, 1994

LETTER OF AGREEMENT
RE: RED LETTER DAYS FOR POLICE OFFICERS

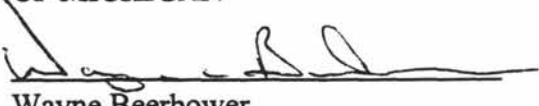
The parties to this Letter hereby agree on the following changes in the departmental policies and procedures regarding "red letter days" for Police Officers:

1. Individual officers will have the right to designate two (2) leave days each month as red letter days.
2. These two days may be combined by an officer such that up to a maximum of four days in a row may be designated as red letter days.
3. The restriction that only one officer on a given shift may designate a particular day as a "red letter day" continues, but there is a further restriction that no more than two officers in the work force may designate the same day (twenty-four period beginning at 12:01 a.m.) as a "red letter day."
4. Provisions currently in effect address the situation in which more than one officer on a given shift desires to designate the same day as a red letter day. In the event that officers from three shifts desire to designate the same day as a red letter day, the officers with the greatest seniority would receive preference.


OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION



David M. Birkholz
President

POLICE OFFICERS ASSOCIATION
OF MICHIGAN


Wayne Beerbower
Business Agent

OAKLAND UNIVERSITY


Willard C. Kendall,
Chief Negotiator and Assistant Vice
President for Employee Relations



Paul E. Bissonnette, Vice President

LETTER OF AGREEMENT
RE: SUBSTITUTIONS

The parties to this Letter hereby agree to the following clarifications regarding shift/coverage substitutions arranged between employees:

1. Such substitutions are subject to approval by Public Safety Department supervision to assure that the arrangements do not jeopardize operations.
2. No additional costs to the department are to result from substitution requests, which are to be in writing.
3. If operational problems do result from the practice of substitutions, this practice may be discontinued by the department director.
4. An absence of the substituting employee for a given shift will be charged to the employee who was scheduled for the shift.
5. Any provision of the labor Agreement which may be in conflict with these conditions are waived. In particular, contractual provisions relating to overtime pay shall not apply to an employee substituting for another employee, and time worked by the substituting employee shall be considered to be time worked by the employee who was scheduled to work.
6. These exceptions do not change any contract terms and do not set a precedent of any sort for any other matters.

OAKLAND UNIVERSITY POLICE
OFFICERS ASSOCIATION


Rodenck A. Sampson
President *also see Memorandum*

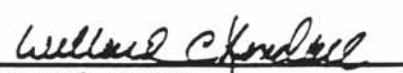
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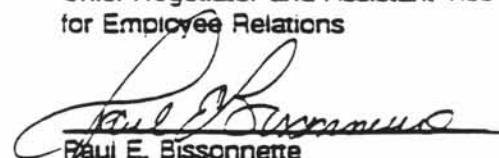
DATED 5/4/94

POLICE OFFICERS ASSOCIATION OF
MICHIGAN


Frank Yipco
Business Agent

OAKLAND UNIVERSITY


Willard C. Kendall
Chief Negotiator and Assistant Vice President
for Employee Relations


Paul E. Bissonnette
Vice President for Finance & Administration
and Treasurer to Board of Trustees

Date Signed: June 27, 1994

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