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**AGREEMENT**  
**BETWEEN**  
**OAKLAND UNIVERSITY**  
**AND**  
**POLICE OFFICERS LABOR COUNCIL**

*Oakland University*

**JULY 1, 1996 - JULY 1, 1999**

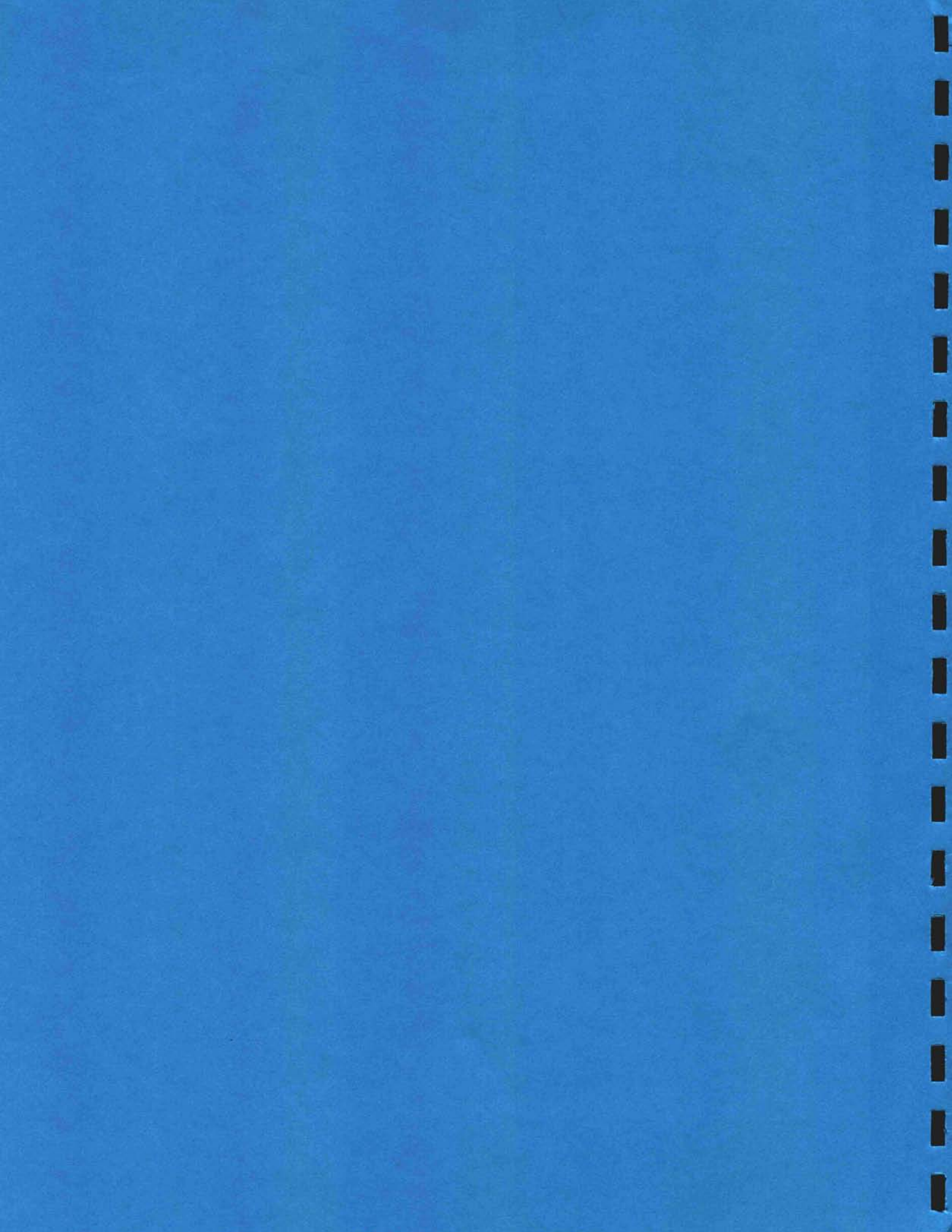


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## PREAMBLE

This Agreement was entered into on the eighteenth day of December, 1996, to be effective July 1, 1996, between Oakland University and the Police Officers Labor Council hereinafter referred to as the "Union".

WHEREAS, the parties recognize that the interest of the University and the job security of its employees depend upon its success in establishing and maintaining proper service to the public, and

WHEREAS, the University and the Union have bargained collectively in accordance with all applicable laws, and have reached certain agreements with respect to wages, hours, and other terms and conditions of employment with respect to the bargaining unit as defined herein, and

WHEREAS, the University and the Union now desire to execute a written agreement which incorporates their agreements.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

### ARTICLE I - RECOGNITION

1. Union Recognition. The University hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, of Public Acts of 1965, for the duration of this Agreement, for all full-time and part-time sergeants employed in the O.U. Police Department as certified by the Michigan Employment Relations Commission.

2. Employees Excluded. This Agreement specifically excludes the Director of the O.U. Police Department, the Lieutenant in the O.U. Police Department, and all other employees of the university.

3. Employee Definition. The term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1.

4. Other Unions or Associations. The University agrees not to negotiate for the duration of this contract with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if such adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

5. Union Recognition Limitation. The recognition of the Union by the University is limited to those matters for which a labor organization is entitled to bargain pursuant to law. The Union is not authorized to interfere in any way with the operation of the O.U. Police Department including, but not limited to, the enforcement of the law and protection of life and property, or any other function performed by the O.U. Police Department in the furtherance of its duties, provided, however, that this clause shall not prevent the Union from filing and prosecuting a grievance in accordance with the provisions of this Agreement.

### ARTICLE II

#### BARGAINING UNIT FUNCTIONS

6. Non-Bargaining Unit Work. No employee will be regularly required to perform any work under the jurisdiction of any other bargaining unit other than the work performed by bargaining units having members assigned to the O.U. Police Department. Provided, however, employees shall be required to maintain their personal and assigned equipment, lunch area, office area, and assigned patrol vehicle (interior only), and the property room in accordance with

O.U. Police rules, regulations and directives. No employee shall be required to clean or maintain any departmental office space, equipment, storage area or vehicle, other than as specified above.

7. Non-Bargaining Unit Personnel. Non-bargaining unit personnel shall not be regularly assigned to perform the work of the bargaining unit. However, nothing contained herein shall be construed to prevent such personnel from performing unit work in the case of emergencies and/or in the instruction of bargaining unit members in their work or in the discharge of any back-up responsibilities required by the terms of this Agreement.

### ARTICLE III

#### DUES DEDUCTION AND AGENCY SHOP

8. Authorization for Payroll Check-Off. During the life of this Agreement and in accordance with the terms of the Authorization for Payroll Check-Off Form, the form of which shall be as separately agreed between the parties, the University agrees to deduct amounts as Union membership dues or service charges levied in accordance with the Constitution and By-Laws of the Union 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. Any change in the amount to be deducted shall be communicated in writing to the Assistant Vice President for Employee Relations by the designated Financial Officer of the Union one month prior to the effective date of the change.

9. Service Charge. Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay a fee for the service and administration of this contract for the duration of this agreement. The amount of the fee shall be within the limits permitted by law.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, shall be required as a condition of continued employment to pay a fee for the service and administration of this contract for the duration of this Agreement. The amount of the fee shall be within the limits permitted by law.

Employees covered by this Agreement who are not members of the Union and who fail to pay required service fees are subject to being terminated from employment under the procedures of Section 11.

10. Union Membership Status. Employees shall be deemed to be members of the Union or agency within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues or service charges.

11. Termination of Non-Payment. No employee shall be terminated under Section 9 of this Article unless:

a. The union has notified the employee by registered letter, explaining that he/she is delinquent in not tendering either periodic or uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him/her that unless such dues or service charge is tendered within thirty (30) calendar days, he/she will be reported to the University for termination as provided in this Article, and

b. The Union 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 complied with the request.

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

"The Union certifies that \_\_\_\_\_ has failed to tender either the periodic and uniformly required Union dues or service charges required as a condition of employment under the Collective Bargaining Agreement and that under the terms of the Agreement, the University shall terminate the employee."

12. The Union 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 reasons of action taken or not taken by the Union or by the University for the purpose of complying with this article.

13. Effect of Payroll Check-Off Form. Check-off deductions under a properly executed Authorization for Payroll Check-Off form shall become effective at the time the authorization is signed by the employee and shall be deducted in equal amounts from each paycheck of the employee.

14. Remittance of Dues to Financial Officer. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union with a list of employees for whom membership dues have been deducted, and a list of employees for whom service charges have been deducted by the tenth (10th) day of the month following the pay day that dues and charges were deducted. The University will also send the Union within ten (10) days after the execution of this Agreement, a duplicate list stating the name of each University employee then in the unit and will, by the tenth (10th) day of the month following any changes in such list, send the Union a duplicate list of such change.

#### ARTICLE IV

##### UNIVERSITY MANAGEMENT RIGHTS

15. The University 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 policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the University.

#### ARTICLE V

##### EMPLOYMENT PRACTICES

16. 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.

17. Affirmative Action. The parties to this Agreement 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 Agreement are preventing the successful implementation of the University's Affirmative Action Plan as it relates to filling of vacancies in positions covered by this Agreement, the parties to this Agreement 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 Agreement, 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.

18. Applicable Law.

- A. This Agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the University, the Union, and employees in the Bargaining Unit.
- B. In those instances where any state or federal law is contested, the provisions of that law shall be binding upon the parties until such time as a court of competent appellate jurisdiction declares it to be unconstitutional and of no legal effect.
- C. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this Agreement and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

ARTICLE VI

EMPLOYMENT CONDITIONS

19. Bonding. O.U. Police sergeants are bonded through the University and it will be the University's responsibility for any expenses attendant thereto.

20. Outside Employment. No employee shall engage in any outside employment which will interfere with the competent performance of the work required under this Agreement. Notice of outside employment that does not involve the use of police powers shall be required. Outside employment that requires the exercise of police powers, even though derived from another jurisdiction, shall require notice to and approval from the Director of O.U. Police. Such approval shall not be unreasonably denied.

ARTICLE VII

SENIORITY

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

22. Promotion: Seniority. In the event an O.U. police officer who has successfully completed the probationary period provided for the position held is promoted to the position of police sergeant, said officer shall be on probation for a period of ninety (90) days following his/her promotion. During said ninety-day period, the employee may, at the sole discretion of the University, be subject to return to the rank of O.U. Police officer.

23. Bargaining Unit Seniority: Acquisition. An employee will acquire bargaining unit seniority after completing his/her probationary period and his/her seniority will be retroactive to his/her date of employment in the bargaining unit. Employees starting work on the same day will have equal seniority.

24. Seniority: Accrual. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under paragraph 33, will accrue seniority in these cases: (a) while actively at work; (b) while on vacation; (c) for that part of any paid leave duly authorized by the University so long as the terms of such leave are complied with by the employee.

25. Seniority List. The seniority list on the date of this Agreement will show the names of all employees in the unit entitled to a raking for seniority. Seniority is determined first by date of rank and second by department date of service. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of service as of such date.

26. Seniority List: Update. The University will keep the seniority list up to date at all times and whenever a unit representative shall raise a question of seniority, shall make the seniority list available for his/her inspection for the purpose of settling the question. The University will, if requested by the Union, furnish a corrected seniority list every six months with the unit names and addresses. Within thirty (30) days after the ratification of this Agreement, and upon request thereafter during the term of this Agreement, the University shall give to the Union 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 Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

27. Seniority of Representatives. Due to the size of the bargaining unit, unit representatives will not as a group be entitled to super seniority. The Union shall, however, designate in writing to the University one (1) unit representative who shall have super seniority which shall apply to layoff order only.

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

29. Seniority: Layoff Procedure. The University will layoff employees in inverse seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work.

30. Seniority: Recall Procedure. The University will recall laid-off employees in unit seniority order, subject to the ability of each senior employee to satisfactorily perform the work then available. Recall of an employee from layoff will be by certified mail or telegraphic notice to the employee's address as shown on the last income tax withholding exemption certificate (form W-4) filed with the University, or as shown on any subsequent written notice he/she may have filed with the University by certified mail.

31. Recall Notice. The 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/she must report for work at the date and time specified in the recall notice. If he/she does not so report, his/her seniority and re-employment rights will terminate and he/she will be deemed to have resigned.

32. Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under the terms of this Agreement will retain, but not accrue, unit seniority in these cases: (a) while on an authorized unpaid leave of absence so long as he/she complies with the conditions of such leave; (b) for ninety (90) days subsequent to promotion or assignment to a position not covered by this Agreement; and (c) while on layoff within the time limits specified in Paragraph 33.

33. 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 the University or judicially confirmed; (c) continuous layoff for a period longer than his/her seniority, or two (2) years, whichever is the lesser; (d) absence for three (3) consecutive scheduled work days without notifying the University 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 the University in advance or without providing a reasonable and valid excuse; (f) failure to return to work from layoff on the date ordered which shall not be earlier than ten (10) days after delivery or attempted delivery of a recall notice from the University; (g) two (2) year absence for illness or disability (however, return to work after a

disability leave exceeding 130 working days shall depend upon the availability of a position); and (h) subject to Federal law, voluntary extension of military service.

## ARTICLE VIII

### REPRESENTATION

34. Union Representatives. The Union offices of President, Vice President, Secretary, and Treasurer shall be designated as representatives for purposes of collective bargaining and the processing of grievances. All persons serving as representatives shall be seniority employees under this Agreement except Union business representatives of the Police Officers Labor Council. Business representatives of the Police Officers Labor Council may also represent employees in matters relating to wages, hours, and other conditions of employment and the grievance process.

35. Bargaining Committee. The bargaining committee shall consist of one representative of the Union and the business representative of the Police Officers Labor Council for any collective bargaining subsequent to this Agreement and the processing of grievances which concern the interpretation or application of this Agreement.

36. Release Time. A unit representative, upon request to and approval by the Director of O.U. Police, shall be allowed reasonable time away from their duty assignments without loss of pay for the purpose of engaging in collective bargaining and the processing of grievances.

37. Special Conferences. Special conferences for important matters will be arranged between the Union and the University 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. A unit representative shall be granted release time without loss of pay to participate in such special conferences.

38. Union Office. The University will permit the Union to use the office and telephone now assigned to employees for such time that is necessary to conduct their Union business and also provide a file cabinet with a lock for the exclusive use of the Union during the term of this Agreement.

## ARTICLE IX

### GRIEVANCE PROCEDURE

39. Grievance Definition. A grievance is a complaint by an employee, by a group of employees, or by the Union on its own behalf about an alleged violation of the provisions of this Agreement. No grievance may be presented more than thirty (30) days following the date of the occurrence, or the date when the employee is notified of the occurrence on which the grievance is based, or not later than thirty (30) days after the employee, through exercise of reasonable diligence, should have known of the occurrence of the facts on which the grievance is based. All grievances will be adjusted by the following procedure.

40. Step One: Oral. The employee will schedule a meeting with the Director of O.U. Police or his/her designee to discuss the grievance orally and attempt to reach a resolution of the grievance. The Director or his/her designee will make himself available for this meeting within seven (7) working days (excluding Saturdays, Sundays, holidays and recess periods) of receipt of a request from the employee. The employee may, at his/her option, have a Union representative present during the oral discussion at this step or any subsequent step of this procedure.

41. Step One: Written. If the grievance is not resolved by the oral discussion meeting, the employee and the Union will, within seven (7) working days, prepare and submit the grievance in writing, concisely stating the facts, the provisions of the Agreement which are alleged to have been violated and the resolution sought. The written grievance will be dated and signed by the grievant and the Union representative and submitted to the Director of O.U. Police. The Union will retain a copy and send an additional copy to the Employee Relations Department. An additional meeting to

discuss the written grievance may be held between the Director of O.U. Police, the employee, and the Union representative following submission of the written grievance. The Director of O.U. Police will provide a written decision on the written grievance within seven (7) working days from the date the Director receives the written grievance and will return it to the Union.

42. Step Two. If the grievance is not resolved at Step One, the employee must submit the grievance to the Assistant Vice President for Employee Relations within seven (7) working days following the date of the decision of the Director of O.U. Police at Step One or it will be settled on the basis of the Step One response. The Assistant Vice President for Employee Relations or his/her designee will attempt to schedule a meeting with the employee and his/her Union representative to occur within seven (7) working days (excluding Saturdays, Sundays, Holidays, and recess periods) of receipt of the Step Two grievance submission. The purpose of the meeting is to attempt to resolve the grievance. The Assistant Vice President for Employee Relations or his/her designee will render a decision in writing within seven (7) days following the date of the meeting unless the parties agree to extend the time limits.

43. Step Three: Arbitration. If the written answer to the grievance at Step Two does not resolve the grievance, and the Union makes the decision to submit the grievance to arbitration, such request for arbitration by the Union must be filed in writing with the Assistant Vice President for Employee Relations within thirty (30) days following the date of the written answer to the grievance at Step Two, or it will be barred from arbitration.

44. Timeliness. Failure to appeal a decision within the specified time limits shall result in settlement on the basis of management's last response and further action or appeal shall be barred. Failure to provide a written answer on the grievance within the specified time limits shall permit automatic advancement to the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of the two parties.

45. Selection of the Arbitrator. If the Union's request for arbitration is timely, the Assistant Vice President for Employee Relations will communicate with the Union and attempt to agree on an arbitrator. If the parties fail to agree on an arbitrator, the parties agree to adopt the rules and procedures of the American Arbitration Association for the selection of the arbitrator and the processing of the arbitration.

46. Arbitrator's Decision and Compensation. The arbitrator selected will render his/her decision in writing after the grievance has been submitted to him/her and his/her hearing is closed. The arbitrator's decision, when so rendered, will be final and binding on the parties. The parties shall share the fees and expenses of the arbitrator equally. Each party will be responsible for their own expenses and expenses of their witnesses.

47. Arbitrator's Authority. The arbitrator will have no authority to (a) add to, subtract from, or in any way modify this Agreement; (b) substitute his/her discretion or judgment for the University's discretion or judgment with respect to any matter this Agreement consigns or reserves to the University's discretion or judgment; (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement; (d) formulate or add any new policy or rule; (e) establish or change any wage or classification; and (f) interpret any insurance policy.

## ARTICLE X

### DISCIPLINARY ACTION: SUSPENSION AND DISCHARGE

48. Discipline or Discharge for Misconduct. The University may with just cause discipline an employee by suspension without pay or by discharge without any prior warning, and without utilization of corrective discipline established in this Article, if the University or its representatives, determine, based upon the preponderance of evidence, that the employee is guilty of gross misconduct, serious negligence, insubordination, sabotage, theft, assault upon another employee or a supervisor, or the commission of any act or acts which constitute a felony under state or federal law. The above provisions are subject to the grievance procedure and arbitration.

49. Corrective Discipline. Except as provided in paragraph 48 of this Agreement, 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 response from the employee. The above provisions are subject to the grievance procedure and arbitration.

50. Check Out. Employees who resign or have their employment terminated must "check out" with the Director of O.U. Police or his/her designee. All issued equipment, library books, and other University property must be properly turned in prior to leaving. Cost incurred by the University as a result of failure of an employee to properly clear accounts will be borne by the former employee.

## ARTICLE XI

### NO WORK OR BUSINESS INTERRUPTION

51. Joint Responsibility. During the term of this Agreement neither the Union 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 the members of this unit honor any picket line set up by another group or union. The University 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 University 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 IX, Grievance Procedure.

52. Union Obligation. In the event the University decides that certain employee's conduct constitutes a violation of paragraph 51 and notifies the Union of such determination, the Union will forthwith issue a public statement directing each employee to cease such conduct. If the Union complies with the terms of this paragraph it shall not be liable for any violation of paragraph 50 by the employees.

53. No Lockout. There shall be no lockout by the University during the term of this Agreement.

## ARTICLE XII

### WORKING HOURS

54. Normal Work Day. A scheduled work day for an employee will be eight consecutive work hours, including a one-half hour lunch period.

55. Normal Work Week. A scheduled work week for an employee shall be five consecutive scheduled work days, provided however, that an employee may be scheduled to work additional consecutive work days without the payment of overtime compensation in order to accommodate a scheduled shift rotation.

56. Work Schedules. The work schedule shall be posted a minimum of twenty-eight (28) days prior to the beginning of the next month's shift. Once the schedule is posted there shall be no change in the work schedule for the purpose of covering any department member's vacation leave, illness leave of a non-bargaining unit member, or training of a non-bargaining unit member, without mutual agreement between the affected employee and the employer.

57. Layover. An employee will be scheduled to have a sixteen-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 a scheduled shift rotation, or training assignment (for training of the sergeant). Further, nothing contained herein shall prohibit the scheduling of assignments such as court time and overtime for which overtime compensation is payable.



58. Meal Period. An employee will have a one-half hour meal period in each shift. If the University requires an employee to work more than four hours overtime, whether before or after his/her shift, he/she will have an additional paid thirty-minute meal period.

59. Shift Exchange. It may be desirable for employees to exchange shift assignments so as to accommodate their personal schedules. Therefore, such exchanges may be arranged so long as all employees involved agree to the exchange, the Director of O.U. Police or his/her designee is notified and approves of the proposed exchange in advance, and the exchange will not cause the University any additional expense of any kind. Both the request/notification from the employees and the response from the Director or his/her designee shall be in writing. Should the Director or his/her designee not approve the shift exchange, he/she shall provide his/her reasons in the written response.

60. Shift Accommodation to Allow Class Attendance. The University will, in an effort to support employees seeking to further their education, attempt to accommodate said employees by providing, on a case by case basis, flexible scheduling of leave days or shift selection - providing, however, that such accommodation does not adversely affect operational needs, does not subvert the objectives of the shift rotation process, does not cost the University any additional expense, and does not displace any other employee from his/her regular leave days or shift assignment without agreement in writing from this other employee.

### ARTICLE XIII

#### SALARY ADMINISTRATION

61. Annual Salary. An employee shall be paid for time worked on the basis of an annual salary and shall be subject to such payroll deductions that are required by the provisions of this Agreement or authorized by law.

62. Salary Increases. Retroactive to July 1, 1996, the annual salary shall be \$44,785 for all employees represented by the bargaining unit and on active duty or on authorized paid leave as of December 18, 1996. Effective July 1, 1997, the annual salary shall be \$46,129 for all employees represented by the bargaining unit and on active duty or on authorized paid leave as of July 1, 1997. Effective July 1, 1998, the annual salary shall be \$47,513 for all employees represented by the bargaining unit and on active duty or on authorized paid leave as of July 1, 1998.

63. Overtime Compensation. An employee's hourly rate for work required by the Director of O.U. Police exceeding a normal work day or work week or for work performed on a holiday shall be one and one-half times the regular hourly rate of the annual salary. If the employee and the Director of O.U. Police (or his/her designee) agree, overtime compensation may be in the form of compensatory time which shall be granted at the rate of one and one-half hours of compensatory time for one hour worked.

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

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

65. Pyramiding and Compounding. Except as specifically otherwise provided in this Agreement, 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.

66. Overtime Equalization. The University shall without regard to overtime equalization, make overtime work assignments to its employees in order to meet the operational requirements of the University. The University shall, however, in general offer overtime opportunities to the most senior employee and then, in descending seniority order, to the remaining sergeants. If there are no volunteers for the overtime assignment, the employee lowest in overtime hours shall be assigned the overtime. It is nonetheless understood that the University may select particular individuals for special details, special investigations, staff assignments, surveillances, and tactical police emergencies. It is also understood that "call-in" overtime assignments or "hold-over" overtime assignments contiguous with the employee's shift of four (4) hours or less shall be exempt from the above-described procedure (which provides preference by seniority).

67. Call-in Pay. An employee reporting for duty at the Director of O.U. Police's direction which comes before or after and is not contiguous with his/her regularly scheduled shift will receive a minimum of four (4) hours pay at the overtime salary rate.

68. Court Time. An employee reporting for duty for "court time" at the University's direction during his/her scheduled day off or outside his/her scheduled shift will be paid a minimum of two (2) hours pay at the overtime rate, and will receive such overtime for all hours actually spent on such assignment which exceeded two hours. "Court time" is defined as all time spent appearing in court or securing required warrants or other necessary papers, and an approved amount of time for travel from the University to court and return therefrom.

69. Stand-By Time. An employee who is notified by the Director of O.U. Police that he/she is assigned on "stand-by" during his/her scheduled off duty hours shall be paid at the overtime compensation rate for all periods said employee is required to "stand-by".

70. Other Court Time. Other leave for court related activities are set forth in paragraph 102 of this Agreement.

#### ARTICLE XIV

##### HOLIDAYS

71. Paid Holidays. The following days will be observed as holidays with pay: Thanksgiving Day and the day following Thanksgiving; Christmas Day and the day preceding; New Year's Day and the day preceding; Easter; Memorial Day; Independence Day; and Labor Day.

72. Additional Day Off. If a holiday falls on an employee's regular day off, an additional day off with pay will be arranged between the Director of O.U. Police or his/her designee and the employee.

73. Holiday Worked. An employee who is required to work on a holiday may be authorized a scheduled work day off without loss of pay. Such compensatory days off must be used prior to the following June 30. In the alternative, and at the discretion of the Director of O.U. Police or his/her designee, the employee may have the lost holiday added to vacation or personal leave.

74. Forfeiture of Holiday Pay. An employee who is absent without approval on his/her scheduled work day immediately preceding or immediately following a paid holiday, will forfeit the holiday pay.

75. Combining Additional Leave With Holidays. Personal leave and/or vacation leave may be used in conjunction with paid holidays providing such leave has been approved in advance by the Director of O.U. Police or his/her designee. Failure to return on schedule will result in forfeiture of holiday pay.

ARTICLE XV

LONGEVITY

76. 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.

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

Seniority	Annual Longevity Pay
6 or more and less than 10 years	2% of annual base salary
10 or more and less than 14 years	3% of 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

77. 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. 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.

Pro-rated payments shall be made to those employees who retire under a 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 this Section 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.

78. 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 for longevity pay; and the "longevity date" from which years of service is calculated shall be adjusted for future years.

79. Service to the University. The term "service to the University" means the current qualifying employee's service may be combined with prior full-time continuous service in some other status with the University fulfill the eligibility requirements.

ARTICLE XVI

LEAVE ADMINISTRATION

80. Leave Authorization. Absence from work with full pay and benefits, or with no pay and no benefits is authorized under various conditions outlined below. Except in the case of a bona fide emergency, advance approval

of the Director of O.U. Police or his/her designee is required. If the Director of O.U. Police or his/her designee is not contacted during the first hour of a regular work schedule, an employee may be considered as on an unauthorized absence and carried in a non-pay status. If an employee fails to return to work upon the expiration of an authorized leave of absence, such action will be considered a resignation and all rights and benefits are terminated unless the employee has an excuse acceptable to the University.

## ARTICLE XVII

### VACATION LEAVE

81. Accrual Schedule. Subject to the limitations set forth below, vacation leave hours accrue to a regular full-time employee based on the length of University employment. The following indicates the accrual schedule:

Length of Regular Full-Time University Service	Estimated Vacation Hours Earned Per Year	Actual Vacation Hours Earned Per Pay Period
0 to 4.5 years	120 hours	4.62
4.5 to 9.5 years	152 hours	4.85
9.5 to 14.5 years	168 hours	6.46
14.5 years and over	200 hours	7.69

82. Accrual. Vacation leave accrues on the last day of the pay period for which the employee receives pay. No employee shall be eligible to utilize vacation accruals during the first six (6) months of University employment and in the event of termination for any reason, during said six (6) month period, accrued vacation leave shall be forfeited in its entirety.

83. Increments. Vacation leave will be scheduled in increments of not less than forty (40) hours; however, increments of eight (8) hours may be scheduled with forty-eight (48) hours notice and approval of the Director of Police or his/her designee. Eight (8) hour increments may also be taken in emergencies with the approval of the Director of Police or his/her designee. Vacation leave may be used in conjunction with official travel, or paid holidays falling at the beginning, end, or during a period of vacation leave. Notwithstanding the above, the Director of Police or his/her designee shall not be required to schedule vacation for more than one employee at a time. In the event of conflict of vacation requests, the employee with the greatest seniority - as defined in Article VII of this Agreement - shall be given preference. The Director of Police or his/her designee maintains the right to deny and/or cancel vacation leave if justified by a bona fide emergency.

84. Accrual Balances. Vacation leave balances may be carried forward from year to year and accumulated to a total equivalent of one and one-half times the employee's current annual allocation. Individual vacation leave records will be maintained and reports of unused balances will be reported on the employee's pay stubs.

85. Vacation Leave Which Cannot Be Utilized Before the Maximum Accumulation Would be Exceeded. No employee may accumulate vacation time beyond the maximum amount of vacation hours which the employee earns in an eighteen (18) month period. In the event an employee has accumulated vacation hours in excess of the amount accruing in a fifteen (15) month period, the employee shall, upon written request of his/her immediate supervisor, be granted vacation leave, within ninety (90) calendar days of said request, of sufficient duration to assure that said employee will not "lose" earned vacation benefits. If such leave is not granted to an extent necessary to assure no loss of vacation benefits, said employee shall be paid at his/her regular rate for each day of vacation which would be accumulated but for the eighteen (18) month limitation provided herein.

86. Termination. Any unused vacation leave balance, up to one and one-half times the annual allocation, is paid upon death, voluntary termination of employment, or retirement, providing the employee is in good standing and provides a minimum of two weeks' notice of voluntary termination or retirement. In the event of death, payment will 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.

87. Regular Part-Time Employees' Vacation Leave. Regular part-time employees scheduled to work on a permanent basis not less than twenty (20) hours per week, shall receive vacation leave benefits at one-half the benefit level applicable to regular full-time employees.

## ARTICLE XVIII

### SICK LEAVE

88. Sick Leave. Employees must notify the Director of O.U. Police or his/her designee at the earliest opportunity but in no event less than one hour before his/her start of shift, when they are unable to report to work because of illness.

89. Illness Certification. Any employee who is on a sick leave for more than five (5) consecutive working days will provide certification from his/her physician attesting to his/her ability to return to work. Prior to returning to work, the employee will report to the Graham Health Center with the certification referenced above. The University physician may contact the employee's personal physician and/or take other action to be assured of the employee's ability to perform his/her duties without hazard to himself/herself or other employees.

90. Physician's Examination. The University may require an employee to undergo an examination at University expense by an appropriate medical doctor selected by the University prior to return from medical leave or extended layoff or whenever the University has good reason to believe that the employee may be suffering from a physical, emotional, or mental illness or disability sufficiently serious to impair his/her ability to fulfill properly all the duties of his/her position. Additionally, the University may require an examination at University expense by an appropriate medical doctor selected by the University to verify whether an employee asserting that he/she is disabled from working is disabled and to what degree.

The employee shall have the right to appeal the findings of the examination in either of the two instances described above by submitting findings from a medical doctor of his/her choice at his/her expense. (See paragraph 120.)

91. Sick Leave Accrual. Sick leave days accrue to a regular full-time employee at the rate of one-half day for every two weeks. The maximum accumulation is one hundred and thirty (130) days.

92. Sick Leave Use. Sick leave may be used in increments of one (1) hour or more for bona fide personal illness, disability, medical or dental treatment and disability due to pregnancy or for acute and serious personal 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 person during the employee's work schedule. ("Required to provide care" means that no other arrangements are possible.) When there is excessive use of sick leave as determined by the Director of O.U. Police or his/her designee, the Director of O.U. Police or his/her designee may require a physician's statement verifying the sick leave.

93. Sick Leave: Holiday. An employee who is on 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 a day of sick leave.

94. Sick Leave Records. The University will maintain individual sick leave records.

95. Non-Payment of Sick Leave. Unused sick leave is not paid on termination, retirement, or death of the employee except as provided in paragraph 96, nor may it be used during a terminal vacation leave period.

ARTICLE XIX

PERSONAL LEAVE

96. Personal Leave Days. Five (5) personal leave days (40 hours) are authorized each year on July 1 to an employee for the purpose of personal business.

97. Employment Date. Personal days for new hires (i.e., "new" to regular university employment) will be provided in accordance with their employment date as follows:

If Employed	Number of Hours Allocated
July through December	40
January through March	20
April through May	10
June	0

98. Personal Leave: Additional Hours. In addition to the personal leave entitlement specified in paragraph 97, an 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 paragraph 99. Such additional personal leave entitlement shall be calculated at the beginning of the employer's fiscal year and shall be determined over the period of the previous fiscal year.

99. Personal Leave Use. Subject to the specific approval of the Director of O.U. Police or his/her designee, personal leave may be used in increments of not less than two (2) hours, may be used in conjunction with other forms of leave authorized or may be used in conjunction with official travel. Personal leave balances may not under any circumstances be used during a termination notice period and will not be paid upon termination.

ARTICLE XX

OTHER LEAVES

100. Education Leave: 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 service, 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 provision.

101. Jury and Witness Service Leave. An employee will be excused from work without loss of pay for required jury duty or to testify pursuant to a subpoena. The employee shall provide the University a written statement from the court showing the days served in a jury or witness capacity and fees received. The employee will arrange to refund to the University a sum equal to that amount received, except allowances for meals and travel.

102. Armed Forces Leave. Employees who are members of recognized federal or state armed forces organizations are allowed fifteen (15) days excused absence without loss of pay when ordered to active duty for training. Additional absences will be authorized if an employee is ordered to active duty in domestic emergencies, up to ten (10) days in a calendar year.

103. Armed Forces: Leave Certification. The employee shall inform the Director of O.U. Police or his/her designee about scheduled military leaves with as much lead time as possible - where feasible by providing the appropriate section from the perforated sheet which the employee receives from the military-service at least ninety (90) days before the scheduled leave is to take effect. In any event, an employee must submit, within ten (10) days of returning to work, appropriate orders, or other documentation, through the Director of O.U. Police or his/her designee to the Employee Relations Department.

104. Excess Leave. Time absent in excess of that served in an active armed forces status will be charged to vacation leave, or when vacation leave is exhausted, to leave without pay. The provisions of paragraph 33 (d) shall apply in the instance of failure to return to work on schedule from Armed Forces Leave.

105. Restitution to the University. The employee will make arrangements with the Payroll Office to refund to the University, a sum equal to the base pay received while on active duty or the University salary for the active duty period, whichever is less.

106. Funeral Leave. If a death occurs in an employee's immediate family, the employee will be allowed funeral leave, up to a total of four (4) scheduled working days from the date of the death until the day after the funeral, without loss of pay to make necessary arrangements to attend the funeral. In the event of a death of the employee's spouse or child, the employee will be granted at his/her request five (5) days of unpaid personal leave.

107. Immediate Family. The immediate family will be defined 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, step-father, step-mother, half-brother, and half-sister.

108. Additional Funeral Leave. In case of death of an employee's aunt, uncle, nephew, niece, or cousin, and if the employee does attend the relative's funeral, funeral leave for the day of the funeral will be granted.

109. Personal Leave of Absence Without Pay. Absence from work in a non-pay status for personal reasons may be requested. Reasons may include, but are not limited to: personal business, travel, and education. Requests must be presented in writing to the Director of O.U. Police or his/her designee and the Director of O.U. Police or his/her designee may in his/her sole discretion grant such leave on such terms and conditions as he/she deems appropriate.

110. Length of Personal Leave. A leave of absence, not to exceed three (3) months, but which can be extended to one (1) year including any vacation leave and personal leave day balances may, in the sole discretion of the Director of O.U. Police or his/her designee, be granted. Insured benefits such as health insurance and accrued benefits such as vacation leave will be provided only for the period of absence that the employee is in a paid leave status. Arrangements must be made with the Staff Benefits Office of the Employee Relations Department by the employee if continuation of insured benefits is desired. Periods of non-pay status of ninety (90) days or more will result in adjustment to the employment anniversary and seniority dates to reflect the period of time such employee is in such status.

111. Notification to Return. An employee must notify the Director of O.U. Police and the Employment Office in the Employee Relations Department at least thirty (30) days prior to the expiration date of an extended authorized absence (90 days or more) of his/her availability and intention to return to work. The employee will be entitled to the position he/she previously occupied only if it is still vacant.

## ARTICLE XXI

### DUTY RELATED DISABILITY

112. If an employee is injured while on official duty and while actively engaged in the preservation of life and property or while performing his/her normal duties (ref. Section 6, OUPD Firearms Policy Statement dated 10/25/80), the University 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 University shall

be reduced by any benefits received by the employee pursuant to any long or short term disability policy covering such disability, by workers' compensation coverage or by any other insurance or benefit plan provided to the employee by the University. No employee shall be entitled to receive greater salary or benefits from the University during any period of such disability than he/she would have received during the same period had he/she been actively at work.

In addition to the benefits herein provided, an employee on duty related disability is entitled to all benefits provided to employees on non-duty related disability except such as would be inconsistent with the terms of this Article or which would cause said employee to receive a salary or equivalent greater than that he/she would have received for the same period of actively at work.

## ARTICLE XXII

### NON-DUTY RELATED DISABILITY

113. Non-Occupational Disability. Absence of an employee because of non-occupational disability is covered by the terms of this Agreement applying to sick leave. The employee will be placed on a formal disability leave without pay status after all sick, personal, and vacation accruals have been exhausted. Such leave may not, however, extend for a period in excess of two (2) years.

114. Length of Leave: Benefits. If the employee anticipates a disability will exceed his/her paid leave period, the employee or an authorized representative should contact the Staff Benefits Office of the Employee Relations Department to arrange a continuation, if desired, of insured benefits which are available at the expense of the employee.

115. Notification to Return. An employee on disability leave must advise the Director of O.U. Police or his/her designee and the Employment Office of the Employee Relations Department thirty (30) days in advance of the date he/she desires to return to work. Arrangements will be made with the University's physician to verify the employee's fitness to return to work without hazard to himself/herself or to other employees in the department.

116. Position Availability. If the employee is certified as able to return to work from a disability leave by an acceptable medical authority within the 130-day period, the employee will be returned to the position he/she previously occupied. A written request to hold a position beyond 130 working days will be considered by the University and will be granted if the O.U. Police Department determines that the Department can function adequately for this extended period of time without filling the position. In no event will a position be held for an employee for longer than a total of one (1) year.

117. Maximum Paid Absence. The total number of days of any paid leave by reason of disability, including the period covered by workers' compensation, may not exceed 130 working days inclusive of holidays. Employees who will be unable to return to work within that period should contact the Staff Benefits Office of the Employee Relations Department not later than the end of the third month of absence for assistance in making a claim under the Long Term Disability Plan.

## ARTICLE XXIII

118. 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 the FMLA. If any FMLA requirement conflicts with this Agreement, the FMLA shall be followed and the contrary Agreement provisions shall not be effective.



## ARTICLE XXIV

### MEDICAL DISPUTES

119. In the event a medical dispute between the University's physician and the employee's physician involving an employee's ability to perform his/her job duties and if the employee is not satisfied with the determination of the University's physician, at the request of the Union the University's physician and the employee's physician 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 would be binding on both parties. If the University's doctor and the employee's doctor cannot agree on a third doctor, the examination will 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 the 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 XXV

### GROUP INSURANCE BENEFITS

120. Availability of Insured Benefits. In order to receive insured benefits coverage, employees must sign application cards at the Staff Benefits Office.

- (a) The group medical insurance coverage (Blue Cross Blue Shield of Michigan Plans or HMO's) is available to new employees at their expense prior to the completion of six months of employment.
1. A new employee may sign up immediately after being hired either for coverage which will go into effect after the completion of six months of employment or for coverage that would go into effect before that time. However, if he/she wishes to have medical coverage before the completion of six months of employment, he/she must arrange to pay the full monthly premiums.
  2. A new employee must sign up before the 61st day of employment, in order to have the medical coverage with university contribution toward payment of the monthly payment go into effect after the completion of six months of employment.
  3. The employee need not have medical coverage before the coverage with university contribution towards the monthly premium is provided, but if he/she does want the coverage he/she must pay the premium costs.
  4. Providing that the employee signed up for the benefit before the 61st day of employment, the medical coverage with university contribution towards payment of the month's premium will go into effect on the first of the month following completion of six months of employment for an employee hired after the tenth day in a calendar month; and will go into effect for the month in which the six months of employment is attained for an employee hired within the first ten days of a calendar month.
  5. If the new employee does not sign up for the medical coverage prior to the 61st day of employment, he/she must wait until the next open enrollment period before again being able to sign up for the benefit.
- (b) Those employees who fail to make application within the specified time limits for a program set forth in paragraphs 123 and 126 of this Agreement may apply for such insurance during an annual open enrollment period as announced by the University Staff Benefits Office. Detailed brochures and/or information are available through the Staff Benefits Office.

121. Hospital and Medical Coverage as of January 1, 1997. The Plans described below will be in effect January 1, 1997:

The University will provide comprehensive 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 her/his cost for the first six (6) 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 toward the premium after six (6) months of employment under the terms set forth in paragraph 120; however, the employee must complete an application within sixty (60) 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 121.B, or in a Point Of Service Plan described in 121.C, 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 121.A, 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 her/his 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 she/he can no longer participate in the plan under which she/he 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 of 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.

(a) BCBSM Traditional Plan. This plan is Blue Cross/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 coverage)
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.

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) plan(s) to active employees as an alternative to the comprehensive hospital-medical plan in paragraph 121.A. Additional federally qualified HMO plans which 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 121.A. 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 121.A. 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 activate employees as an alternative to the plans described in paragraphs 121 A and 121 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 121 A or 121 B.

**122. Dental Insurance.** For all full-time employees who have completed six months of continuous service the University will provide a comprehensive dental insurance plan which includes:

- 100% of reasonable and customary charges for certain Class I benefits (diagnostic, preventive, emergency procedures to relieve pain)
- 50% of reasonable and customary charges for the balance of Class I benefits (i.e., Basic Dental Services, including radiographs)
- 50% of reasonable and customary charges for Class II benefits (prosthodontics dental services and major restorative services)
- 50% of reasonable and customary charges for Class III benefits (orthodontic dental services, with no age limit)

The maximum payment by the Plan is \$1,000 per person total per benefit year on Class I and Class II benefits. Payment for Class III benefits shall not exceed a lifetime maximum of \$1,000 per eligible person.

This coverage is effective the first of the month following six months of service. Premium costs will be paid by the University. The employee must make application for this coverage prior to the sixty-first (61st) day of employment.

123. Long-Term Disability Insurance. The University shall provide all regular employees who have completed six (6) months of continuous service and who are regularly scheduled to work thirty (30) hours a week or more with a long-term disability insurance plan which provides the following benefits:

- (A) A monthly income benefit of 60% of base monthly salary at time of disability after six (6) months of total disability, not to exceed the maximum monthly benefit of five thousand dollars (\$5,000), less other income benefits.
- (B) A monthly annuity premium benefit of 11% of basic monthly earnings contributed to the tax-sheltered retirement plan if the individual was participating in the plan at the start of disability.
- (C) Both the monthly income benefit and the monthly annuity benefit are increased by three percent (3%) on the first anniversary of benefit payments and each following anniversary.

The University shall pay the full cost of such insurance, but an application is required within sixty (60) days of employment.

124. Group Life Insurance. The University will provide each full-time employee who has not attained age sixty-five (65), with term life insurance in the amount of twenty thousand dollars (\$20,000.00) after six (6) months of employment. Additionally, the University shall provide life insurance benefits for full-time employees who have attained age sixty-five (65) in accordance with applicable federal, state, or local law. Premiums for this coverage are fully paid by the University, but an application is required within sixty (60) days of employment.

125. 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 this supplemental coverage during the first sixty (60) days of employment. Future enrollments may be made during an annual open enrollment period as scheduled by the Staff Benefits Office. Premiums for such coverage shall be paid by the bargaining unit member through payroll deduction.

126. Accidental Death and Dismemberment Insurance. The University will make available optional accidental death and dismemberment insurance coverage, for the permanent full-time employee and his/her dependents. Coverage will be available at various levels and premiums will be based on the plan selected. Application must be made within sixty (60) days of employment or during an annual open enrollment period. Premiums must be paid by the employee through payroll deduction.

127. Group Travel Accident Insurance. The University will provide each permanent employee who is scheduled to work full-time with travel accident insurance, which provides certain benefits while traveling on official University business. This coverage is automatic and no application is required.

128. Flexible Benefits Options. If the University arranges flexible benefits options for any other non-faculty employee groups, such options may be made available to POLC-represented employees subject to a Letter of Agreement between the Union and the University. If a flexible spending account plan for health care and/or for dependent care is developed and offered to other university employees, it shall also be offered to employees represented by POLC.

129. 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 XXVI

### RETIREMENT BENEFITS

130. The University shall provide all 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 following that time, during the annual enrollment period which shall be from June 1 through June 15 of each year of this contract. Notification of the open enrollment period will be sent to all employees who are not participating in the plan. The open enrollment period may be extended by mutual agreement of the University and the Union.

131. The University shall contribute eleven percent (11%) of each participating employee's base salary on a monthly basis. The University's contribution and any 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 principle or earnings on investments.

132. Retirement Eligibility Status. Normal retirement for an employee shall occur at age sixty-five (65) with fifteen (15) years of service. An employee, to be eligible for earlier retirement, must meet one of the following conditions:

- (A) Have attained age sixty-two (62) and attained fifteen (15) years of full-time active service, or
- (B) Have completed twenty-five (25) years of full-time active service regardless of age.

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

- a. Service credits for the determination of the pension plan shall be one percent (1%) for each of the first ten years of continuous employment and two percent (2%) for each year thereafter. No service credits will accrue after June 30, 1973.
- b. 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%).
- c. The maximum pension frozen shall be three thousand dollars (\$3,000.00).
- d. Payment for the Frozen Non-Con Benefit shall be made as follows:
  - 1. The full annual frozen Non-Con retirement pension for persons retiring after attaining age sixty-two (62) and with fifteen (15) years of full-time service may commence at the first of the month following attainment of age sixty-two (62), if retirement has then occurred. These benefits will be automatically reduced to the extent that retirement occurs prior to age sixty-five (65).
  - 2. A person with twenty-five (25) 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).
  - 3. 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.
- e. 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.

134. Hospital-Medical Insurance for Retirees. An individual who satisfies the retirement eligibility status set forth in Paragraph 132 and has not yet attained age sixty-five (65) may continue to participate in a University group health plan after retirement but shall be liable for the monthly premium. A retiree who has attained age sixty-five (65) and has at least fifteen (15) years of full-time active service is eligible for hospital-medical insurance to supplement Medicare Parts A and B if the retiree had continuously remained in a University group health plan after retirement. This benefit is available as follows:

Effective January 1, 1994, if the retiree is in a University Blue Cross/Blue Shield of Michigan (BCBSM) group plan, the currently available plan for Medicare complementary coverage shall be BCBSM Comprehensive Hospital Care-Semi-private and Blue Shield MVF-1 Preferred (for Medical Services), including the following riders: D45NM (hospital care), CC-CLC (convalescent care), FAE-RC (physician charges for treatment in life-threatening emergency), ML (diagnostic laboratory and X-ray), PD (prescription drugs with \$5 co-pay), 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; 80% reimbursement on all eligible expenses but psychiatric and private duty nursing, which is 50%), EF/XF (exact fill medicare complementary coverage), RPS (routine pap smears), MMC-PD (exclusion of prescription drug benefit from master medical), HCB-1 (hospice care benefits under certain conditions), RM (routine mammography), PD-MAC (generic drugs unless doctor specified), PCES (voluntary second surgical opinion), MMC-PDC (prior deductible carry over), RAPS (defines medical necessity and how professional providers are reimbursed), BMT (bone marrow transplants), HMN (hospitalization for medical necessity only), ASFP (outpatient surgery in approved free-standing facility), XTMJ (coverage for TMJ treatment), MMC-XTMJ (master medical coverage for TMJ treatment). If the retiree is in an HMO plan, Medicare complementary coverage shall be through that plan. Available Medicare complementary plans and the provisions of those plans in future years are subject to change by the University. Except for persons who have already retired or do retire by April 30, 1994, the University monthly contribution in calendar year 1994 toward the insurance premium for Medicare complementary coverage shall be up to the amount of \$213.56 (the 1993 monthly premium cost for the above-described BCBSM plan plus 4%). In future years the University contribution shall be limited to the amount contributed in the previous year for the BCBSM plan for persons who have retired after April 30, 1994, increased by 4%. For persons who have retired by April 30, 1994, the University will continue to pay the full cost of the monthly premium for the available Medicare complementary plan selected for participation.

Additionally the retiree's spouse is eligible for continued coverage (supplemental to Medicare if the spouse is age sixty-five (65) or older or continued coverage under a university group medical plan for those not eligible for Medicare). The University's monthly contribution for the premiums for spousal coverage shall be as follows: (a) if the plan is Medicare complementary coverage, the university contribution shall be the same as for the retiree described above; (b) if the coverage is for a spouse under age sixty-five (65), the University contribution shall be limited to the amount contributed by the University for single coverage in that same group health plan for active employees. Any premium costs for hospital-medical coverage beyond the University contribution as described above shall be the responsibility of the retiree or the retiree's surviving spouse who shall be required to make arrangements with the Oakland University Staff Benefits Office to pay for such monthly premium costs. Continued premium contributions from the University are subject to timely monthly payments from the retiree or surviving spouse of amounts beyond the University contribution.

135. Supplemental Retirement Annuities. The University shall provide all non-probationary employees the option of investing, at their expense, in supplemental retirement tax-deferred vehicles as identified in paragraph 130, subject to conditions established by the respective companies.

## ARTICLE XXVII

### EDUCATIONAL BENEFITS

136. Tuition reimbursement for position related courses or career development courses which are approved by the Director of O.U. Police prior to enrollment will be made in accordance with the following guidelines when evidence of satisfactory completion of the course is submitted.

- a. Approved courses shall be taken at Oakland University unless Oakland University does not offer such courses.
- b. An approved course taken at Oakland University shall be eligible for full tuition reimbursement. Or the employee may receive a tuition voucher to be presented at registration if he/she makes the request in a timely manner prior to the end of the regular registration and before the first day of classes for the respective academic term. In order to receive the voucher, the employee must agree to repay the amount of the voucher if the course is not successfully completed or if the employee fails to provide a grade report substantiating successful completion within twenty (20) days after the end of the term or if the employee fails to provide a grade report substantiating successful completion within twenty (20) days after the end of that term. The employee will sign a promissory note authorizing payroll deduction for such repayment or, in the alternative, cash repayment at the time of issuance of the tuition voucher.
- c. Tuition reimbursement for approved courses taken at other educational institutions is limited to the Oakland University rates for the same level of course work (i.e., lower undergraduate, upper undergraduate, and graduate).

#### ARTICLE XXVIII

##### PROMOTION

137. Promotion. The University may in its sole discretion, consider employees for promotions to other positions within the University including the Director of O.U. Police, based upon the general qualifications, training, and experience as it relates to the requirements for that position.

#### ARTICLE XXIX

##### EQUIPMENT

138. Uniforms and Identification. The University will provide uniforms and duty related equipment worn with the uniform and appropriate employee identification items for the uniform in accordance with the established policy of the department. The University will also provide cleaning for employee uniforms.

139. Related Clothing. All employees will be paid one hundred sixty-seven dollars (\$167.00) annually in four equal installments, the first installment being on the 1st day of October, as reimbursement for the purchase of duty related clothing and equipment not supplied as part of the uniform.

140. Patrol Vehicles. Employees will be assigned a patrol vehicle from available patrol vehicles for use during their scheduled shift. Patrol vehicles will be maintained in accordance with the provisions of Article XXIX.

#### ARTICLE XXX

##### HEALTH AND SAFETY

141. Safety Measures. The University will make reasonable provisions for the safety and health of its employees while they are on University property or in facilities used by them during 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 University.

142. Back-Up Support. The University will keep "back-up" support by deputized personnel, available for prompt use at all times when any employee is on road patrol.



## ARTICLE XXXI

### MISCELLANEOUS

143. Personal Data: Changes. Employees will be responsible for notifying the Director of O.U. Police and the Employment Office of the Employee Relations Department within five (5) working days of changes in name, address, telephone number, marital status, and number of dependents. If the employee fails to notify the Director or the Employment Office of these changes, the most recent information on file will be used.

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

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

146. Union Bulletin Boards. The University will make a bulletin board area available for the use of its employees and the Union for the purpose of posting notices of the Union activities and official announcements. Such bulletin boards shall not be used for University announcements.

147. 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.

148. Total and Complete Bargaining. 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 any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically covered by this Agreement, even though such subject matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

149. Separability. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be null and inoperative. In that event or in the event that neither party to this Agreement contests the effect of a federal or state law which causes any provisions of this Agreement to be unlawful, the parties shall meet for the purpose of rewriting directly affected provisions of this contract, and those provisions only. (An example of a law which might so affect current provisions is a law enacting a mandatory national health insurance plan.) However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

## ARTICLE XXXII

### EFFECTIVE DATE AND DURATION

150. Effective Date and Duration. All provisions of this Agreement shall be effective on July 1, 1996, except where otherwise noted. This Agreement will remain in effect until 12:01 A.M. Eastern Daylight Savings Time on July 1, 1999, and from year to year thereafter, unless terminated as provided in paragraph 151.

151. Termination. Written notice to terminate may be made by either party not earlier than April 1 prior to the applicable termination date in paragraph 150 nor later than May 1 of that year. A written notice may be made in any subsequent year not earlier than April 1 nor later than May 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.

Signed this 4<sup>th</sup> day of Aug, 1977

POLICE OFFICERS LABOR COUNCIL

OAKLAND UNIVERSITY

BY: Danny N. Barclay

Field Representative

BY: Paul E. Bissonette

Vice President for Finance and Administration

BY: Richard L. Tomgate

Oakland University Chapter

BY: Willard C. Kendall

Assistant Vice President for Employee Relations

LETTER OF AGREEMENT RE: OPTICAL COVERAGE

The parties to this letter hereby agree that the university will provide an optical plan for all Oakland University Police Sergeants represented by Police Officers Labor Council who have completed six (6) months of employment. 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 their 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.

LETTER OF AGREEMENT  
BETWEEN  
OAKLAND UNIVERSITY  
AND  
POLICE OFFICERS LABOR COUNCIL

The parties to this Letter hereby agree that sergeants will be allowed to identify, at the time of monthly shift selection, two of their scheduled leave days in each four-month shift period as "red letter days" (defined in G.O. 79-08) subject to the following conditions and procedures:

1. No more than one sergeant may select a given day as a "red letter day."
2. The University may preclude the selection of particular days as Red Letter Days (due to exceptional operational needs) by designating these days, prior to the time of selection, as unavailable for such selection.
3. In the event of a bona fide emergency a "red letter day" may be voided.
4. When "Leave Day Selection Sheets" are distributed to PSO's, the Sergeants will be advised of their leave days for the upcoming shift and shall be allowed to select their "red letter days." These selections must be made in writing (to the supervisor) within ten (10) days of this distribution date. In the event of a conflict, the more senior employee will be given preference and the less senior employee will be afforded the opportunity to re-select a "red letter day."

For the University

/s/ Willard C. Kendall  
Willard C. Kendall, Jr.  
Director of Employee Relations

Date: March 20, 1991

For the Union

/s/ Brian J. Smith  
Brian J. Smith  
Field Representative, Police Officers  
Labor Council

Date: March 20, 1991

LETTER OF AGREEMENT

WHEREAS, Paragraph 22 of the current collective bargaining agreement in effect between the parties hereto provides special provisions relating to seniority in regard to employees promoted to O.U. Police Sergeant from O.U. Police Patrol Officer positions, and

WHEREAS, each of the parties hereto hereby wishes to modify the terms and conditions thereof,

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED that Paragraph 21 of the current collective bargaining agreement be modified to provide as follows:

"In the event an O.U. Police Officer who has successfully completed the probationary period provided for the position held prior to promotion, is promoted to the position of O.U. Police Sergeant, said officer shall be on probation for a period of six (6) months following said promotion. During said six (6) month period, the sergeant may, at the sole discretion of the University, be subject to return to the rank of O.U. Police Officer. Notwithstanding the above, such dues as are required pursuant to the terms and conditions of the collective bargaining agreement now in effect shall be in effect for such person."

POLICE OFFICERS LABOR COUNCIL

OAKLAND UNIVERSITY

BY /s/ Larry D. Johnson

BY /s/ Willard C. Kendall

BY /s/ Brian J. Smith

BY /s/ Robert J. McGarry



