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AGREEMENT

BETWEEN THE
OXFORD EMERGENCY SAFETY AUTHORITY/
OXFORD POLICE DEPARTMENT

and the

POLICE OFFICERS LABOR COUNCIL

January 1, 1995 through December 31, 1999

Oxford's Village of

TABLE OF CONTENTS

<u>Article</u>	<u>Article Name</u>	<u>Page</u>
	Preamble	1
I	Recognition	1
II	Management Rights and Responsibilities	2
III	No Strike Agreement	4
IV	Dues Checkoff and Union Security	4
V	Steward and Alternate Steward	5
VI	Grievance Procedure	6
VII	Disciplinary Actions	9
VIII	Visits by Union Representatives	11
IX	Special Conferences	12
X	Seniority	12
XI	Seniority Lists	14
XII	Layoffs and Recall	14
XIII	Transfers	16
XIV	Veterans	16
XV	Disability Pay	16
XVI	Injury or Illness on the Job	18
XVII	Working Out of Classification	20
XVIII	Administration	20
XIX	Promotion	20
XX	General Conditions	22
XXI	Departmental Training and Education	24
XXII	Hours of Employment	25
XXIII	Overtime and Call-in Time	26
XXIV	Insurance	30
XXV	Funeral and Serious Illness Leave	32
XXVI	Holidays	32
XXVII	Leave Time	34
XXVIII	Vacation	35
XXIX	Longevity Pay	37
XXX	Uniforms	37
XXXI	Pensions	38
XXXII	Safety	39
XXXIII	Miscellaneous	39
XXXIV	Extent of Agreement	42
XXXV	Wages	42
XXXVI	Term of Agreement	44

Preamble

This Agreement is entered into between the Oxford Police Department, Oxford Emergency Safety Authority, hereinafter referred to as the "Employer" and the Police Officers Labor Council, hereinafter referred to as the "Union".

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in providing proper services to the public.

The Employer and the Union have bargained collectively in accordance with the Michigan Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, and have incorporated their agreements into this document. This is the total agreement between the parties.

ARTICLE I - RECOGNITION

- A. Pursuant to applicable law, the Employer hereby recognizes the Union as the exclusive collective bargaining agent of all the employees in the bargaining unit described below, with respect to wages, hours and other terms and conditions of employment.

The bargaining unit shall consist of all regular, full-time employees of the Employer excluding executive personnel.

B. The employee agrees that it will not recognize or enter into contractual relations, either written or oral, with any labor organization, agency, committee or group in regard to wages, hours and other terms and conditions of employment, on behalf of any of its employees covered by this Agreement at any time during the term of this Agreement: Provided, that any individual employee at any time may present grievances to the Employer and have said grievances adjusted, without the intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustments.

ARTICLE II - MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with law including the sole right to manage its business, to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services, the scheduling of services, and the maintenance of order and efficiency in its departments and divisions.
- B. It is recognized that the Management of the O.E.S.A., the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the O.E.S.A. Rights and responsibilities belonging solely to the O.E.S.A. are hereby recognized, prominent among which are, but by no means wholly inclusive: the right to decide the number, location and type of its facilities, work to be performed, maintenance and repair, amount of supervision necessary, methods, schedule of work,

selection and purchasing of materials, and the right to purchase the service of others, except as they are specifically limited by the agreement.

- C. It is further recognized that the Management of the O.E.S.A. for the selection and direction of the working force, including the right to hire, suspend, discharge for just cause, assign, promote, transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons, is vested exclusively in the O.E.S.A., subject only to seniority rules, grievance procedures, and other provisions of this Agreement; Providing that no full time employee who is part of the bargaining unit will be laid off during the term of this Agreement due to purchased services.
- D. The Employer has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- E. The Employer has the right to hire, select and direct the workforce and to assign, promote and transfer employees. The Employer has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement. The Employer has the right to lay off personnel in order to improve departmental efficiency or due to a lack of work or funds.
- F. The Employer shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.

ARTICLE III - NO STRIKE AGREEMENT

- A. There shall be no strikes, or work reductions or stoppages during the term of this Agreement.
- B. In the event of a strike, work stoppage, or other hindrance, the Union shall instruct the involved employees, in writing, that their conduct is in violation of the contract, and that they may be disciplined, and instruct all such persons to immediately cease the offending conduct.
- C. The Employer shall have the right to discipline any employee who is responsible for, participates in, or gives leadership to, any activities herein prohibited.

ARTICLE IV - DUES CHECKOFF AND UNION SECURITY

- A. It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement and cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and administering this Agreement as determined by the Union. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union, shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement and all new employees who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's cost of negotiating and

administering this Agreement as determined by the Union.

- B. The Employer shall deduct from the pay of each employee who executes a proper authorization form, the monthly dues or representation fees. Such authorization may be canceled by the employee only by giving a written notice to cancel to the Employer and to the Union. The Union shall notify the Employer, in writing, of the amounts of the uniform dues and representation fees to be so deducted. All money so deducted shall be forwarded to the Treasurer of the Union reasonably promptly. The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting the actual employee-authorized deduction from the pay of the employees covered by this Agreement. Any money erroneously or incorrectly deducted and paid over to the Union, shall be returned by the Union to the Employer reasonably promptly.
- C. The Union shall indemnify and hold harmless the Employer from any judgment, loss or other cost resulting from application of this Article.

ARTICLE V - STEWARD AND ALTERNATE STEWARD

- A. Employees shall be represented by a steward or alternate for the personnel of the Department. These stewards shall be regular employees and working in the Department.
- B. The Union will immediately notify the Employer in writing of the names of the stewards, and any changes of personnel in those positions.

C. The stewards, during their working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Employer, upon having received permission from their Supervisor. The Supervisor will grant permission provided that the stewards' absences will not interfere with the work of the Department. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their regular assigned work at all times, except as provided herein. Any alleged abuse by either party will be a proper subject for a Special Conference.

ARTICLE VI - GRIEVANCE PROCEDURE

A. - Purpose

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

B. A grievance is an alleged violation of a specific provision of this Agreement. The following grievance procedure steps shall be followed in processing a grievance:

STEP ONE: An employee who has a grievance shall discuss his complaint with the Chief of Police or his designee, with or without the presence of his steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The employee shall have the right to discuss the complaint

with his Union steward before any discussion takes place with the supervisor. The employee shall be afforded reasonable time to discuss the complaint with the Union steward.

STEP TWO: If the matter is not satisfactorily settled by such a discussion the aggrieved employee shall report such grievance to his steward as soon as possible, but in any case within five (5) working days of the event giving rise to the grievance or within five (5) working days of when he should have reasonably known of the event. The grievance shall be prepared in detail in writing and shall contain the following information:

- 1) Name or names of employees involved in the grievance.
- 2) The nature of the grievance complaint.
- 3) Specification of contract Article violated.
- 4) Date of grievances.
- 5) Names of any witnesses to grievance.
- 6) Relief being sought by the Union.

Working days are defined as Monday through Friday, not including holidays.

The steward shall then discuss the grievance with the Chief of Police in an attempt to resolve the grievance. This discussion shall be had within seven (7) working days of receipt of the grievance by the steward and a decision in writing must be rendered by the Chief of Police within seven (7) working days with a copy of said decision going to the employee and the steward.

STEP THREE: If the grievance is not satisfactorily settled in Step Two after meeting with the Chief of Police or designee of the Chief of Police, the Union shall have the right to appeal the matter, in writing within seven (7) calendar days of the Step Two response, to the Attorney or other designee of the Oxford Emergency Safety Authority. This person shall submit a written response to the grievance to the Union within thirty (30) calendar days of receipt of the appeal.

STEP FOUR: If the Step Three response is unacceptable to the Union, the Union may submit the grievance to arbitration by giving written notice to the Employer within thirty (30) calendar days of the Step Three response. If the parties are unable to agree upon an arbitrator within seven (7) calendar days of the appeal, the matter shall be submitted to the Federal Mediation and Conciliation Service which shall assist the parties in selecting an arbitrator in accordance with its rule.

The arbitration shall be conducted in accordance with the rules of the Federal Mediation and Conciliation Service. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of its own advocates, witnesses and exhibits.

The arbitrator shall have no authority to add to or subtract from or modify any of the terms of this Agreement. The arbitrator shall not substitute his or her judgment or discretion for that of the Employer or the Union where such judgment or discretion has been retained by the Employer or the Union, nor shall the arbitrator exercise any responsibility or function of the Employer or the Union.

C. Grievances not appealed in writing from one step of the grievance procedure to the next step shall be considered settled based on the last response to the grievance by the Employer. Grievances not responded to by the Employer within the specified time limit may be advanced by the Union to the next step of the procedure.

D. All claims for back wages shall be limited to the straight time wages the employee would have earned during the period in question less any compensation received by the employee from unemployment compensation.

ARTICLE VII - DISCIPLINARY ACTIONS

A. Types of Discipline.

Disciplinary actions shall include only the following:

1. Oral reprimands
2. Written reprimands
3. Suspensions
4. Dismissal

B. Disciplinary Action Procedures.

- 1) The employee shall have the right to have a Union Representative appear with him at every stage of the disciplinary process.
- 2) Before any disciplinary action is taken against an employee, he shall be given an opportunity to state his position and offer any supporting evidence immediately available to his superior officer who is rendering such discipline.

3) The charges and specifications which give cause to such discipline or discharge shall be reduced to writing by the supervisor recommending the action to the Chief and copies shall be furnished, if the employee wishes, to the steward and the member against whom the charges are brought. The Union will be given notice within forty-eight (48) hours of any disciplinary action.

4) An employee shall comply with an order to make oral or written statement concerning any complaint or charge brought against him. He shall be allowed the opportunity to obtain the advice of an attorney before making any such statement. Failure to make a statement upon request within forty-eight (48) hours is grounds for discipline up to and including dismissal.

5) In imposing discipline on a current charge involving minor offenses, the Employer may base his decision on prior infractions which have occurred within the twelve (12) month period immediately preceding the alleged infraction.

6) When imposing discipline on a current charge involving more serious offenses, the Employer may base his decision on other prior infractions, that occurred not more than twenty-four (24) months previously.

C. Written Notice.

Written notice shall be given to the Union by the Employer of discipline which results in suspension or discharge within forty-eight (48) hours, excluding Sundays and Holidays, of the imposition of such suspension or

discharge.

D. Criminal Complaints of Charges

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

- 1) The employee shall be given a summary of the charges against him.
- 2) Before he is interrogated or required to make any statements, he shall be allowed the opportunity to obtain the advice of counsel.
- 3) Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
- 4) The order and the statement shall be considered a private record and shall not be made available, except under judicial process, to any other agent or agency without the consent of the employee.
- 5) Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

E. All charges and disciplinary action brought against an employee shall be brought within 21 days of the date the Employer has concluded the employee committed the offense.

ARTICLE VIII - VISITS BY UNION REPRESENTATIVES

The business representative of the Union shall have reasonable access to

the Employer's premises where unit employees work for the purpose of adjusting grievances and representing members of the Union, at any time during working hours providing that contact is first made with the Chief of Police or, in his absence, his designee, and that the visit does not interrupt the work of the Department.

ARTICLE IX - SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Union Representative and the Employer or its designated representative, upon request of either party. Such meeting shall be between at least two representatives of the Employer and at least two representatives of the Union. 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 in Special Conference shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent in such Special Conferences.

ARTICLE X - SENIORITY

- A. All new members of the Police Department shall be regarded as probationary employees for the first twelve (12) months of their employment. Upon completion of the probationary period, all full-time employees will be granted seniority ranking from date of hire. Until given seniority ranking, an employee is "at will" and may be subject to layoff, discipline, or discharge at the sole discretion of the Employer without recourse to the grievance procedure.

- B. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment except discharged or disciplined employees.
- C. Seniority is defined to be the length of continuous service as a full-time employee since the last date of hire.
- D. An employee shall be terminated and lose his seniority rights if he:
- 1) quits
 - 2) is discharged and not reinstated
 - 3) is laid off for a period of two (2) years or the length of seniority, whichever is the lesser.
 - 4) is absent without a reasonable and legitimate excuse for three (3) consecutive working days and without notice to the Employer of such excuse with the three (3) days or a reasonable and legitimate excuse for failing to so notify the Employer within the three (3) days.
 - 5) fails to return from a leave of absence at the designated time without a reasonable excuse.
 - 6) retires
- E. It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as it appears on the Employer's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the Employer and will be kept confidential.

ARTICLE XI - SENIORITY LISTS

- A. The Employer will keep a seniority list showing the names, job titles, and seniority of all members of the bargaining unit. The list shall be divided into two sections: one section shall list all sworn police officers and the other section shall list the other employees in the unit.
- B. The seniority list shall be kept up to date at all times and shall be accessible to the Union.

ARTICLE XII - LAYOFFS AND RECALL

- A. A layoff is an involuntary separation from the workforce of an employee or employees made by the Employer for other than disciplinary reasons.
- B. Layoffs of bargaining unit members shall be made by classification in inverse order of seniority. An employee affected by a reduction in force may bump another less senior employee in a classification previously held.
- C. Regular full-time employees, i.e., "core" employees cannot be laid off without laying off all part-time employees first.

Regular full-time "non-core" employees may be laid off without the laying off of part-time employees.

"Core" employees are defined as:

That number of employees currently employed as of January 1, 1993, and those number necessary to provide service to the area identified as Oxford Township, which includes Oxford Village.

"Non-core" employees are defined as:

That number of employees that are necessary, in addition to the core, to service any other service area that may be added other than Oxford Township, which includes Oxford Village.

The number of "core" employees cannot be reduced while there are any "non-core" employees working for, or still employed, by the Employer, i.e., Oxford Emergency Safety Authority.

- D. Employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Union shall be notified of the employees being laid off on the same day the notices are issued to the employees.

- E. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report to work within ten (10) calendar days from the date of mailing of the notice of recall, he shall be considered to have voluntarily left the employment of the Oxford Police Department. The management may grant reasonable extensions of this period of time, in writing only, in those cases where the employee for good cause is unable to report for work, but not to exceed an additional twenty (20) calendar days.

- F. In order to be eligible to be recalled, an employee must remain fully qualified to perform the job. To be recalled as a police officer an employee must be certified as a police officer.

ARTICLE XIII - TRANSFERS

If an employee is transferred to a position under the Employer, not included in the unit and is thereafter transferred again to a position within the unit, he shall retain his seniority and shall accumulate more seniority for up to twelve (12) months, and thereafter shall not accumulate more seniority while he is outside the bargaining unit.

ARTICLE XIV - VETERANS

The Employer will comply with the applicable provisions of the Universal Military Training and Selective Service Act, as amended from time to time.

ARTICLE XV - DISABILITY PAY

- A. The Employer provides Sick and Accident insurance which pays a regular, active full-time employee who is eligible per the insurance policy, weekly disability income benefits of 66 2/3% of his straight time weekly salary not to exceed \$500.00. Benefits begin with the first day following an accidental injury and with the eighth day of sickness. The maximum benefit period is twenty-six (26) weeks.
- B. The Employer also provides Long-Term Disability (LTD) insurance to regular, active full-time employees with more than ninety (90) days of

employment. This LTD insurance is intended to provide disability income protection for the period of time that starts after the benefits of the Sick and Accident Insurance, described in paragraph A, above, are exhausted. This insurance provides, after a 180-day elimination period during which no benefits are payable, a disability benefit of 60% of basic, straight-time monthly earnings up to a maximum benefit of \$3,000.00 per month and up to a maximum benefit period ranging from one (1) year up to two (2) years depending on the employee's age at time of disability in accordance with the insurance policy.

- C. When an employee receives his last check for leave time from the Employer, and his last check from the insurance company, he will be placed on leave of absence without pay or benefits, for a period not to exceed one (1) year or his seniority whichever is less. If at that time, the employee is still unable to return to work, his employment shall be terminated and his position filled if Management chooses to do so. The employee shall be eligible for re-employment within the time frame hereinabove described provided he has completely recovered and has a written detailed doctor's statement to that effect, subject to Employer physical examination and approval, and provided that a position is available in accord with his seniority within such period.
- D. An employee receiving disability income from the benefits described in Section A or Section B above shall continue to accrue seniority during such period and shall continue to be provided with medical insurance including dental and optical coverage, life insurance, and longevity pay; and the Employer shall continue to contribute to the retirement program as if the employee had continued working. All other benefits,

including uniform allowance, leave days, and vacation time shall be continued if the disability period is less than thirty (30) days, but shall not accrue or be continued thereafter.

ARTICLE XVI - INJURY OR ILLNESS ON THE JOB

A member of this bargaining unit who has incurred bodily injury or illness arising out of and in the course of actual performance of duty in the service of the Employer, which bodily injury totally incapacitates such employee from performing his duties shall be entitled to disability compensation upon the following basis and subject to the following provisions:

- A. The employee must be eligible for and receive Workers Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this Article shall file a report in writing relating to such injury with the Chief of Police as soon as possible thereafter but within one (1) week from the date of injury. The report shall be made upon the form furnished by the Employer.
- D. The employee shall furnish a medical certificate as to the injury and periodic medical progress reports when requested to do so by the Chief of Police.

E. Disability compensation shall be made to employees in the following manner and upon the following basis:

- 1) The Employer will pay the employee's pay check until Worker's Compensation coverage starts. Employee is obligated to return any funds from overlapping time periods to the Employer.
- 2) The Employer will compensate the employee for any difference between Worker's Compensation and normal take home pay, based on a forty (40) hour week for up to twenty-four (24) months from the date of injury.
- 3) During the twenty-four (24) month period referred to in subparagraph (2) above, the Employer shall continue to provide the Life Insurance, Hospitalization/Surgical/Medical Insurance and longevity benefits provided active employees by this Agreement, provided the employee remains otherwise eligible for such insurance. The Employee shall remain an active member of the Retirement Plan. During this twenty-four (24) month period, the employee shall not earn credit toward uniform allowance, but shall earn vacation time and leave time at one-half the normal rate.
- 4) After twenty-four (24) months from the date of the injury, the benefits provided by subparagraphs (2) and (3), above, shall cease and the employee's condition shall be evaluated. If the employee is permanently and totally disabled, and is otherwise qualified, the employee may receive a monthly disability payment in accordance with the provisions of the Retirement Plan. After such twenty-four (24) month period employees not able to return to work

and not eligible for monthly disability payments from the Retirement Plan shall be considered to have their employment terminated.

ARTICLE XVII - WORKING OUT OF CLASSIFICATION

When employees are required to work in place of a higher classified employee or out of their classification for a period of eight (8) hours or more, they shall be paid at the higher rate.

ARTICLE XVIII - ADMINISTRATION

Supervisors may perform work done by any other employee covered by this Agreement, for temporary periods of time.

ARTICLE XIX - PROMOTION

- A. It shall be the policy of the Department to select highly qualified candidates to serve at ranks above the patrol officer category.
- B. Only positions authorized and budgeted shall be filled by promotional testing.
- C. An eligibility list shall be established as a result of the overall testing process and once established shall remain in effect for a period of eighteen (18) months. All positions of similar rank and job description will be filled from the established eligibility list.
- D. The Chief of Police shall have the prerogative of selecting candidates for promotion appointment on the "Rule of Three" basis; that is, the

appointment shall be made from within the group of the three highest candidates on the promotion list.

E. It shall be the policy to promote from within the Oxford Police Department, unless it is determined from the total testing process that a qualified candidate for promotion does not exist within the Department.

F. A candidate, upon completion of three years of full-time service prior to the anticipated appointment date of any promotional position, shall be eligible to take the exam.

G. Upon announcement of a promotional opportunity, interested candidates shall file for the examination process by submitting a written application to the Chief of Police. The candidate may include in this statement pertinent reasons as to why he/she is interested in the position available. Job description and pay rate will be posted two weeks prior to the first phase testing.

H. The promotional process shall consist of three (3) phases, specifically a written phase (#1), an oral interview phase (#2), and a service evaluation phase (#3).

I. A passing score shall be 70 for each phase; however, an overall average score of 70 for all three phases shall be considered a passing score for the total test. The testing phases referred to in Section "H" above shall have weighted values as follows:

1. The written examination shall be 45% of the overall.
2. The oral interview shall be 30% of the overall.
3. The service evaluation shall be 25% of the overall.

J. Written examinations for promotional testing shall be as provided by the Employer. Oral interviews shall be conducted by three persons selected by the Chief of Police, who shall be command level police officers from outside the Oxford Police Department. No member of the Oral Interview Board shall have a direct interest in the Oxford Police Department. The Oxford Police Department Service evaluation score shall be obtained by the averaging of the last three evaluation reports of each candidate.

- K. Appointment to rank by the above process shall receive the confirmation of the Oxford Emergency Safety Authority following a recommendation by the Chief of Police.
- L. Each candidate promoted shall serve a one (1) year probation period before final appointment.

ARTICLE XX - GENERAL CONDITIONS

A. Pledge Against Discrimination and Coercion

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of this Agreement.

B. All references to employees in this Agreement shall designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The Employer and the Union agree not to interfere with the rights of employees to become members of the Union or not, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Union against any employee regarding Union membership.

D. Bulletin Boards

The Employer will provide adequate space for bulletin boards in the Department, which may be used by the Union for posting notices as follows:

- 1) Election Notices
- 2) Results of Union Elections
- 3) Union Meetings
- 4) Social Events
- 5) Items for Sale

E. Union Business

Upon approval of the Chief of Police, an employee of the Police Department holding a Union office may be granted a leave of absence without pay. Such leave of absence shall not exceed one year duration. If granted, and if, in the opinion of the Chief of Police, such a vacancy is proving to be a hardship to the operation of the Police Department, the absent member shall be notified that his return to work is desired. If such return to work cannot be arranged within a reasonable period of time, the Police Chief may cancel the leave of absence.

The employee will be given notice by certified mail to return to work and must do so within fourteen (14) days of the receipt of such notice at the Union Local Office. Also a copy will be sent to the employee's last known address.

G. **Jury Duty**

If an employee is required to serve on a jury, he will be excused from his regular duties for the time he is required to, and does, appear in court. The Employer will pay such employee for time actually lost from his work hours, less his jury fee received for such days. He is expected to work on scheduled hours when his attendance in court is not mandatory.

ARTICLE XXI - DEPARTMENTAL TRAINING AND EDUCATION

- A. The Department shall post available Schools and/or Training programs and employees interested in such shall notify the Chief in writing. Employees sent to schools or seminars at the Employer's expense, shall be sent at the Chief's discretion.
- B. If an employee is required by the Department to provide his own transportation by private vehicle for such training or education classes, he shall be reimbursed at the rate of mileage determined by the Employer per mile for all mileage which exceeds the distance to and from his residence and the Department.

- C. Employees ordered to attend schools or training sessions on their days off or on their own time, shall receive time and one-half (1 1/2) for all hours spent at schools or training, but not to exceed eight (8) hours of pay per day plus travel time in any twenty-four (24) hour period.
- D. The Employer will maintain membership in a college law-enforcement education and training program, provided the cost of doing so does not increase unreasonably.

ARTICLE XXII - HOURS OF EMPLOYMENT

- A. Patrolmen shall be assigned to permanent shifts in accordance with their shift preference made in accordance with their seniority.
1. Employees shift preference selections shall take effect in September and April, and such requests are to be made 28 days prior to the 1st day of September and April.
- B. Employees shall be permitted to trade shifts with the approval of the shift commander. Approval shall not be unreasonably denied.
- C. 1. Work schedules showing the employee's shifts, work days, and hours shall be posted on the departmental bulletin boards twenty-eight (28) days in advance except the Flex Officer, whose shift will be posted seven (7) days in advance.

2. An employee's schedule shall not be changed to avoid the payment of overtime to that employee.


3. Schedules and shifts shall not be altered for disciplinary reasons.

D. Employees shall be entitled to thirty (30) minutes off for lunch during an eight hour shift, without deductions in pay. Further an officer is entitled to an extra ten (10) minutes for lunch if for good reason he is unable to complete his lunch in thirty (30) minutes. The time of lunch shall be at the discretion of the individual employee, but shall not be taken at such time as to interfere with his regular police work.

Coffee breaks shall continue as in the past.

ARTICLE XXIII - OVERTIME AND CALL IN TIME

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

- 
- A. Time worked in excess of the hours normally scheduled. It is understood that, at the time of implementation of this Agreement, that Dispatchers are normally scheduled on a combination of twelve and eight hour shifts, and other employees are normally scheduled on eight hour shifts.

B. Overtime worked shall be subject to the approval of the Chief of Police or his designee. If the overtime involves a call back to duty of off-duty personnel, the advance approval of the Chief of Police or his designee must be obtained. There shall be no duplications of overtime for the same hours worked.

C. In every one hundred sixty-eight (168) hour week, there will be a minimum of one (1) eight hour shift, which will be filled by a scheduled part-time dispatcher. The part-time dispatcher will normally be scheduled no less than seven (7) days prior to the shift he will work.

D. Employees subpoenaed to Circuit Court, when otherwise not scheduled to work, for actions stemming out of their employment, shall receive a minimum of three (3) hours pay. The Officer in charge of the case will notify officers scheduled for Court within 1 1/2 hours of the time specified on the subpoena, that they will not be needed that day. In this case no pay will be given.

If the officer is not notified within the 1 1/2 hour time period he will draw straight time, from the time specified on the subpoena, until the time he is notified that he will not be needed any further.

It is the responsibility of the officer to inform the Department of all subpoenas he or she has received and to check daily with the Department, within 1 1/2 hours of the time specified on the subpoena, to verify if he will be needed for that day. The officer may be required to prove

such time to management, upon request. Proof would be a copy of the subpoena, and name of officer in charge who was contacted on daily check.

There shall be no duplications of overtime

At the time called to court, officer would then revert to call, in pay, and wages per contract, as is currently done.

E. When an employee is called back to work outside of regularly scheduled hours, he will be paid at the rate of one and one-half (1 1/2) times his regular pay for a minimum of three (3) hours. The three-(3) hour minimum does not apply to time worked in conjunction with, or attached to, the hours of a regularly scheduled shift.

F. Compensatory Time

Employees may choose to take compensatory time in lieu of overtime payment. Compensatory time shall be accumulated at time and one-half (1 1/2) to a maximum of one hundred twenty (120) hours. Compensatory time will be used only at times that are mutually agreeable between the employee and the Chief. Employees may redeem compensatory time for cash.

G. Flex Hours

If an employee is called in early, etc., and then takes off early from his regularly scheduled shift, time will be exchanged evenly, until the hours of the normally scheduled work day are met. This will be regarded as having used "flex shift". The employee may not come into work two

hours early and go home three hours early, claiming to have used previously earned comp time.

H. Use of Part-time Officers

1. The total number of part-time officers shall not exceed eleven (11).
2. The number of hours a part-time officer may work in a one week, seven (7) day period shall not exceed thirty-nine (39) hours per individual officer, nor two hundred (200) hours combining all part-time officers.
3. Part-time officers may be used for the following:
 - a. Per call-in rotation in overtime section.
 - b. After first attempting to call in available full-time officers in an emergency.
 - c. Replace full-time officers for compensatory time or death leave.
 - d. Replace full-time officers for routine training time or jury duty.
 - e. Replace full-time officers on vacation time.
 - f. Replace full-time officers on extended leave or workers compensation after first five (5) working days.
 - g. Parades, festivals and other community events.
 - h. To replace officers on leave with twenty-four (24) hours notice.

4. Part-time employees will not be utilized to the extent that such use causes the layoff of members of the bargaining unit.

ARTICLE XXIV- INSURANCE

A. Life Insurance

The Employer shall furnish life insurance in the amount of \$25,000 AD and D for each employee.

B. Medical and Dental Insurance

Regular, full-time employees and their eligible dependents shall be provided with hospitalization/surgical/medical insurance and dental insurance through the Blue Cross and Blue Shield of Michigan or equivalent coverage with another carrier, as described as Comp, D45NM, SEMI OPT 2, BS1, hhc, MVF1, nml, FAERC, SAT2, RM, PD300, MAC, VCA80, DENTAL-PO6, SOTPE, HPCP, HCB1, MMC1, MMCPD, MM65-1, MM65AL, GPCST2, COB3, FC, SD, CDCFC.

- C. If an employee or a covered dependant of an employee is determined by an optometric doctor to need an optometric examination annually, instead of bi-annually, as is covered by the health insurance optometric rider, the Employer will reimburse the employee for the cost of such examination as if it had been covered, that is, less deductibles and co-pays. The determination of need must be made by a licensed optometrist or ophthalmologist and submitted to the Employer in writing stating the

condition that gives rise to the need for the more frequent examination.

D. It is understood and agreed between all parties to this contract that no representations or warranties concerning the scope and extent of health care coverage are made by the Employer.

E. Effective as soon as is reasonably practical after the effective date of this Agreement, the insurance coverage of this Article shall be modified by changing the prescription drug co-pay from \$3.00 to \$5.00.

F. Retirees will be eligible to continue in the health insurance group to be covered by the same insurance as active employees with premiums shared based on length of service as indicated below, until such time as the retiree becomes eligible for Medicare. At the time the retiree becomes eligible for Medicare, the eligibility for coverage under this Article shall cease and the Employer will reimburse the retiree for premium costs for Part B coverage.

<u>Length of Service at Time of Retirement</u>	<u>Retiree Share of Premium</u>	<u>Employer Share of Premium</u>
Less than 18 full years	100%	0%
18 years but less than 20 full years	70%	30%
20 years but less than 22 full years	65%	35%
22 or more full years	60%	40%

This provision is subject to passage of the millage proposal in August, 1994, described in Article XXXV, A.

- G. The Employer shall furnish each employee with liability coverage as long as such coverage is available in the State, and if unavailable, the Employer agrees to defend and indemnify employees in civil actions arising from the proper performance of their duties.

ARTICLE XXV - FUNERAL AND SERIOUS ILLNESS LEAVE

- A. In the case of death in his immediate family, a regular, full-time employee shall be granted a leave of absence with pay for a period not to exceed three (3) work days. Immediate family is defined as: wife, husband, child, brother, sister, parents, in-laws, and grandparents, providing he attends the funeral. Additional time shall be charged to leave days.
- B. In the case of death in his immediate family, if over 200 miles such employee will be granted five (5) days absence with pay.
- C. Serious illness leave will be authorized for immediate family hospitalizations, where full-time employee needs to be at bedside of patient, charged to sick leave days when approved by the Chief or designee. Visitation of patient will not be considered as serious illness leave.

ARTICLE XXVI - HOLIDAYS

- A. The following are designated as holidays for all regular, full-time

employees:

New Year's Day

Good Friday

Memorial Day

Easter

✓ Labor Day

Independence Day

✓ Veteran's Day - Nov 17

✓ Columbus Day Oct 13

✓ Day after Thanksgiving

✓ Thanksgiving Day Nov 27

✓ Christmas Day

B. Because the Police Department must operate, even on holidays, employees will be required to work their scheduled shifts even if they fall on a holiday. All full-time employees will receive, in lieu of the above holidays, a lump sum payment, annually in the first pay of December, of eighty-eight (88) hours of pay at the regular, straight-time rate of pay. New employees and employees who terminate their employment shall have such holiday pay prorated to pay them eight (8) hours of pay for each of the above holidays that occurred while they were employed by the Employer.

C. In addition to the lump sum payment provided in paragraph (B), above, full-time employees who work on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, one-half (1/2) day on Christmas Eve (3:00 p.m. to midnight), Christmas Day, one-half (1/2) day on New Year's Eve (3:00 p.m. to midnight), or New Year's Day, shall be paid, in addition to their regular, straight-time pay, a premium of one-half time for all hours actually worked between midnight and midnight of such holiday.

D. The employee's birthday shall also be a paid day off work to be taken during the pay period in which it falls.

E. In order to be eligible for holiday pay, as described in paragraph (B), above, an employee must be on the payroll through the holiday in question and must work his or her regularly scheduled shift before the holiday and his or her next regularly scheduled shift after the holiday, unless specifically on an absence authorized by the Chief of Police.

ARTICLE XXVII - LEAVE TIME

A. Regular, full-time employees shall be credited with annual leave time on January 1 of each year based on their length of service according to the following table:

<u>Length of Service</u>	<u>Annual Leave Time</u>
From date of hire to January 1	4 hours per month of service
1 full year but less than 5 full years	48 hours
5 full years or more	96 hours

A month of service is a calendar month in which the employee was paid for at least one hundred forty-four (144) hours. (Upon implementation of this table in January 1, 1993, the time credited shall be prorated as necessary since the last time of crediting leave time.)

B. Leave time is to be taken at times that are mutually agreed upon between the employee and the Chief of Police, or his designee, except in cases of illness or injury. Requests for leave time should be made sixteen (16) hours in advance, if possible. Employees who are unable to work due to illness or injury must make every reasonable effort to notify the Department as soon as they know they will be unable to work, preferably at least three (3) hours in advance, if possible.

C. Leave time must be used in four (4) hour increments except in emergency situations.

D. Leave hours not used will be added to the employee's existing bank until a maximum of 192 hours is banked. Excess annual leave hours will then be compensated for on January 1 of each year at 100% of regular pay based on the year in which they were earned.

E. Upon the death or retirement of an employee, 100% of unused leave time will be paid. Upon the termination of employment in good standing of employees with fifteen (15) or more years of service, 100% of unused leave time will be paid.

ARTICLE XXVIII - VACATION

A. Regular, full-time employees in continuous service with the Oxford Police Department, will be credited with vacation time according to the following schedule:

<u>After Completion of Full Years of Service</u>	<u>Hours of Vacation Time Credited Annually</u>
1 year	40 hours
2 but less than 5 years	80 hours
5 but less than 15 years	120 hours
15 but less than 20 years	160 hours
20 years or more	200 hours

Vacation time will be credited on January 1 of each year based on the completed full years of service each employee has at that time. New employees

will be credited with a prorated amount (40 hours times the percentage of the previous work year that was worked, rounded to the nearest hour) on the January 1 that follows their date of hire.

B. The Chief of Police shall determine how many employees in each classification can be off on vacation at any particular time. Vacation time will only be taken at times that are mutually agreed upon between the employee and the Chief, or his designee. Vacation requests will not be granted if doing so would require the payment of overtime to other employees.

C. Vacation requests shall be submitted fourteen (14) days prior to the posting of work schedules. If more employees request the same time for vacation than can be granted, preference shall be given to the more senior employee. Vacation requests submitted less than fourteen (14) days prior to the posting of work schedules may be granted on a first-come, first-served basis if the employee can be spared.

D. Vacation time credited on January 1 must be used during the ensuing year except that each employee may request that up to forty (40) hours of vacation time be exchanged for cash compensation. Up to forty (40) hours may be carried over into the next year; provided, however, an employee who is unable to utilize vacation due to an illness or injury may carry over his or her accumulated time.

ARTICLE XXIX - LONGEVITY PAY

- A. Employees shall receive longevity pay within the first two weeks in December as follows:

Service Amount

10 years	4.0% of base
15 years	5.0% of base
20 years	6.0% of base
25 years	7.0% of base

ARTICLE XXX - UNIFORMS

- A. All Dispatchers and Officers shall wear the uniforms prescribed by the Chief and the Rules and Regulations of the Department. Such uniforms shall be clean, neat, in good condition, and satisfactory to the Chief.
- B. The Employer shall provide to each new employee a complete compliment of uniforms and equipment necessary to perform the duties of the job, excluding leather and sidearm, the prorated cost of which will be deducted from the first year's clothing allowance. Should employment terminate during the first year of employment, all furnished uniforms and equipment shall be returned to the Employer.
- C. The Employer shall replace all uniforms damaged beyond repair in the course of duty. If the Employer changes the style or design of any uniform equipment, the Employer shall provide said equipment to the employee.

- D. A uniform allowance shall be paid annually, in January, to all regular, full-time Dispatchers and Officers who are required to wear uniforms in the amount of five hundred dollars (\$500.00) for Dispatchers and seven hundred fifty dollars (\$750.00) for officers.

Uniform allowance is based on time actually worked during the previous calendar year. Unworked absences of thirty (30) calendar days or more will be subtracted and the allowance will be prorated accordingly.

ARTICLE XXXI - PENSIONS

- A. Regular, full-time employees participate in the Retirement Plan for employees of the Village of Oxford which is administered currently by the Village Manager and the Aetna Life Insurance Company.
- B. This is a defined benefit pension plan which, since July 1, 1989, has required no member contributions. Vesting is half-vesting after five years of service and full vesting after ten years of service. Effective January 1, 1993, eligibility for an unreduced full pension is age 55 or 25 years of service. The benefit formula for a full normal service retirement is years of service times average final earnings times a multiplier of 2.5% (effective January 1, 1993). The plan includes disability and death benefits. Details of the retirement plan and its benefits are on file with the Plan Administrator.
- C. It is agreed that the Retirement Plan shall be transferred, as soon as possible after the execution of this Agreement, to the Municipal Employees

Retirement System (MERS) which operates within the State of Michigan, Department of Management and Budget Bureau of Retirement Systems. The retirement benefits in the MERS plan shall be the Benefit Program B-4 with the early retirement option of F-55 with 15 years of service. Employees with twenty-five (25) or more years of credited service will also be eligible for a full, un-reduced retirement allowance.

ARTICLE XXXII - SAFETY

- A. The Employer shall provide reasonably safe working conditions.
- B. Employees shall be furnished the use of adequate lockers.
- C. Bullet-proof vests of at least Threat Level II, under warranty, shall be furnished to officers who request them and agree to use them.
- D. Shooting programs shall be in compliance with departmental firearms policies and State, Federal and M.L.E.O.T.C. guidelines. The Employer will provide sufficient supplies and ammunition for practice sessions for each officer. The Employer will provide one box of new ammunition each July and will replace ammunition that is expended in the line of duty. Old ammunition that is replaced will be inventoried as practice ammunition.

ARTICLE XXXIII - MISCELLANEOUS

- A. The pay period shall be on a bi-weekly basis with Friday being the normal pay

day.

B. Personnel records will be treated in accordance with the Bullard-Plawewski Act, MCLA 423.502 et seq.

C. Duty Death Benefit. If a death occurs in the line of duty, the Employer shall provide a \$2,000.00 death benefit and shall continue to provide hospitalization and dental insurance for the dependent children of the employee killed in the line of duty until such time as they reach age nineteen (19) or have equivalent coverage from another source; and such hospitalization and dental insurance shall continue to be provided to the widowed spouse until such time as he or she has equivalent coverage from another source.

D. Medical Exams. The opinion of two independent physicians is required before the employee is forced on sick leave or terminated because of a medical disorder.

E. Tuition Reimbursement. Employees will be reimbursed for tuition costs for courses taken at an accredited college or university in the pursuit of a degree in Criminal Justice or other program related to law enforcement. Tuition reimbursement will be made upon presentation of receipts for payment of tuition and evidence of successful completion (grade of C, or better) of the course. All courses must be approved in advance by the Chief of Police on Department forms. No reimbursement will be paid for studies beyond the Bachelor's Degree.

F. Employees who have earned degrees in programs in law enforcement shall be paid in January of each year an Education Benefit of \$150.00 for an Associate's Degree (or 65 semester credit hours) or \$300.00 for a Bachelor's Degree from an accredited college or university.

G. Training. The Employer will not reimburse employees for advanced First Aid training. Employees must maintain all certifications received at the Employer's expense or for which the employee has received any type of compensation.

H. Whenever possible, the Dispatchers will be given lunch breaks at the middle of their shifts, however, they must remain in the building.

I. All fringe benefits provided by this Agreement are provided only to full-time employees who work their assigned hours throughout the year or who are on authorized paid absences. Unpaid absences of thirty (30) or more calendar days (i.e., educational leave of absence; medical/disability leave, during which no direct compensation payments are being made by the Employer; union leave of absence; or other voluntary, approved, unpaid leaves of absence) shall be subtracted from service credit time and from seniority for purposes of determining eligibility for benefits provided by this Agreement.

J. The Employer shall make available a deferred compensation savings plan that complies with Internal Revenue Service regulations and provides for voluntary participation by employees.

ARTICLE XXXIV - EXTENT OF AGREEMENT

A. The Employer shall make no unilateral changes in wages, hours, or conditions of employment that are contrary to the provisions of this Agreement.

B. This Agreement shall supersede any rules or regulations governing the Police Department which are in conflict with the provisions of this Agreement.

C. This Agreement is the total agreement between the parties.

ARTICLE XXXV - WAGES

A. Wage Rates

<u>Classification</u>	<u>1993-1994</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
<u>Dispatcher</u>						
Start	19,013	19,964	20,962	22,010	23,111	24,266
1 year	23,108	22,114	23,220	24,381	25,600	26,880
2 years		24,263	25,476	26,750	28,087	29,492
3 years		25,337	26,604	27,934	29,331	30,797
<u>Clerk</u>	24,278 ^{11.67}	26,542 ^{12.76}	27,869 ^{13.40}	29,262 ^{14.06}	30,726 ^{14.77}	32,262 ^{15.31}
<u>Police Officer</u>						
Start	20,391	21,309	22,267	23,270	24,433 ⁴⁸	25,655
1 year	23,907	24,983	26,107	27,282	28,646	30,078 ⁹⁹
2 years	27,424	28,658	29,948	31,295	32,860	34,503 ²⁰⁰
3 years	29,810	31,151	32,553	34,018	35,719	37,505 ²⁰⁰
4 years	33,751	35,270	36,857	38,515	40,441	42,463

Classification	1993-1994	1995	1996	1997	1998	1999
Detective		36,851	38,509	40,242	42,254	44,367
Sergeant	36,776	38,431	40,160	41,968	44,066	46,049

*9% over
parolmax*

46269

The annual wage rates shown above shall be effective on January 1 of the year indicated.

A one-time signing bonus of one thousand dollars (\$1,000.00) shall be paid in January, 1995, to employees who were on the payroll as of the date of ratification of this Agreement.

The wage rate increases, and the signing bonus, for the years 1995, 1996, 1997, 1998, and 1999 are subject to the passage of the operating millage proposal of the OESA to be submitted to the voters in August, 1994. If such millage proposal fails, the wage rates indicated for 1993-1994 shall remain in effect subject to further negotiations between the parties.

B. Special Allowances

1. Youth Officer. The person assigned to be the Department's youth officer shall receive two hundred dollars (\$200.00) per year in addition to the pay rate shown above.

2. Breathalyzer Operator. Persons assigned to be breathalyzer operators shall receive a one hundred dollars (\$100.00) bonus upon certification and shall receive one hundred dollars (\$100.00) per year to be paid in January in addition to the pay rate shown above provided they maintain their certification as breathalyzer operators.

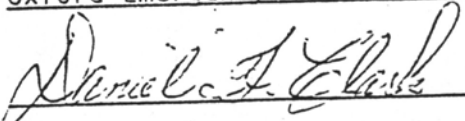
ARTICLE XXXVI - TERM OF AGREEMENT

This Agreement shall be effective January 1, 1995, and shall continue until and through December 31, 1999, providing the Authority, or its successor, continues to exist.

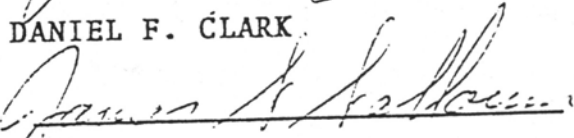
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this

17th day of AUGUST, 1994.

Oxford Emergency Safety Authority

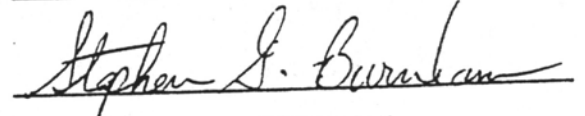


DANIEL F. CLARK

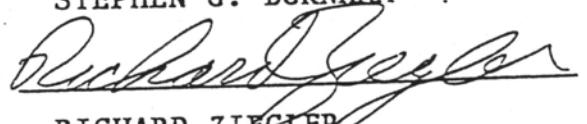


JAMES S. SALLOUM

Police Officers Labor Council



STEPHEN G. BURNHAM



RICHARD ZIEGLER