

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

**OCTOBER 1, 2014 - SEPTEMBER 30, 2017**

# TABLE OF CONTENTS

ARTICLE I .....	3
AGREEMENT .....	3
ARTICLE II .....	3
PURPOSE AND INTENT .....	3
ARTICLE III .....	3
DEFINITIONS .....	3, 4
ARTICLE IV .....	4
AGREEMENT AND SCOPE .....	4
ARTICLE V .....	4
CONFORMITY TO LAW .....	4, 5
ARTICLE VI .....	5
ASSOCIATION STATUS .....	5, 6
ARTICLE VII .....	7
EMPLOYEE STATUS .....	7, 8
ARTICLE VIII .....	8
DISCIPLINE AND DISCHARGE .....	8, 9
ARTICLE IX .....	9
NON-BARGAINING UNIT WORK .....	9, 10
ARTICLE X .....	10
HEALTH AND SAFETY AND MINIMUM MANPOWER .....	10
ARTICLE XI .....	10
EQUIPMENT .....	10, 11
ARTICLE XII .....	11
OUTSIDE EMPLOYMENT .....	11
ARTICLE XIII .....	12
NON-BARGAINING UNIT PERSONNEL WORKING .....	12
ARTICLE XIV .....	12
PROMOTIONS .....	12, 13, 14
ARTICLE XV .....	12
ABSENCES .....	12
ARTICLE XVI .....	14
LEAVE FOR INJURY OCCURRING ON DUTY .....	14
ARTICLE XVII .....	14
GRIEVANCE PROCEDURE .....	14, 15, 16

ARTICLE XVIII .....	16
MONETARY BENEFITS: PAY FOR TIME WORKED .....	16 - 20
ARTICLE XIX .....	20
MONETARY BENEFITS: PAY FOR TIME NOT WORKED .....	20 - 23
ARTICLE XX .....	23
SICK DAYS .....	23, 24
ARTICLE XXI .....	24
VACATIONS .....	24, 25, 26
ARTICLE XXII .....	26
LEAVES WITHOUT PAY .....	26, 27
ARTICLE XXIII .....	27
MEDICAL DISPUTE RESOLUTION .....	27
ARTICLE XXIV .....	28
INSURED BENEFITS .....	28, 29, 30
SCHEDULE OF BENEFITS .....	30, 31, 32
ARTICLE XXV .....	32
RETIREMENT .....	32, 33
ARTICLE XXVI .....	33
EDUCATIONAL BENEFITS .....	33, 34
ARTICLE XXVII .....	34
JOINT RESPONSIBILITIES .....	34
ARTICLE XXVIII .....	35
SALARIES .....	35
ARTICLE XXIX .....	36
LONGEVITY .....	36
ARTICLE XXX .....	37
EXCHANGE OF SHIFT ASSIGNMENTS .....	37
ARTICLE XXXI .....	37
MISCELLANEOUS .....	37, 38
LETTERS OF AGREEMENT .....	41 - 52
DETECTIVE ASSIGNMENT .....	51, 52, 53
RE: SHIFT, LEAVE AND VACATION SELECTION PROCESS .....	46, 47

**ARTICLE I**  
**AGREEMENT**

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

**ARTICLE II**  
**PURPOSE AND INTENT**

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

**ARTICLE III**  
**DEFINITIONS**

- 3.1: As used in this Agreement, and except as its context may otherwise require:
- A. "Employer" means Oakland University, a state institution of higher education, chartered by the State of Michigan.
  - B. "OUPOA" means the Oakland University Police Officers Association, or the labor organization designated by any other name.
  - C. "POAM" means the Police Officers Association of Michigan or the same labor organization designated by any other name.
  - D. "Associations" means both OUPOA and POAM.
  - E. "Employee" means an individual covered by Article IV.
  - F. "Unit" or "Bargaining Unit" means the employees, collectively, covered by Article IV.
  - G. "Day" means a twenty-four (24) hour period beginning at 11:00 p.m.
  - H. For Police Officers "Week" means a seven-day period beginning at 11:00 p.m. Sunday. For Police Dispatchers, "Week" means a period of seven consecutive days.
  - I. For Police Officers "Workday" means a twenty-four (24) hour period beginning with the start of the first shift. The first shift shall be deemed to be that shift which starts at 11:00 p.m. and ends at 7:00 a.m.
  - J. "Seniority" as used in this Agreement means the length of continuous service within the Bargaining Unit covered by this Agreement after the successful completion of the probationary period, and retroactive to employment date.

K. "Length of Service" as used in this Agreement means the length of continuous service at the university regardless of employee classification or Bargaining Unit affiliation except as referenced and limited in Section 25.1 and Section 29.5.

L. "Court Time" as used in this Agreement means any time spent appearing in court, securing warrants or other necessary papers, and a reasonable amount of time to prepare for and travel to and from court.

M. The masculine, feminine, and neuter import one another.

N. "Regular Part-time Police Dispatcher" means a non-temporary, non-student Police Dispatcher employed on a regular weekly work schedule.

#### **ARTICLE IV** **AGREEMENT AND SCOPE**

- 4.1: Employees Covered. This Agreement applies to every full-time and regular part-time Police Officer as certified by the Michigan Employment Relations Commission in Case No. R77 B-126 and to every full-time and regular part-time Police Dispatcher.
- 4.2: Persons Not Covered. This Agreement does not apply to any person employed by the Employer as a sergeant, office, clerical, administrative, managerial or confidential employee, professional employee, supervisor, student employee, any person represented by another labor organization, or to any other person not covered by Section 4.1.
- 4.3: Aid to Other Unions or Associations. The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Associations.
- 4.4: Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force, except as expressly abridged by the provisions of this Agreement, including by way of illustration, but not limitation, the determination of any policies, operations, assignments, schedules, discipline, layoff, etc., for the orderly and efficient operation of the University.

#### **ARTICLE V** **CONFORMITY TO LAW**

- 5.1: The parties to this Agreement shall comply with all state and federal laws that affect any provision of the Agreement, including without limitation, laws that prohibit illegal discrimination.

If a judicial decision or legislation has the effect of making a provision of this Agreement illegal or invalid, whether or not the parties to this Agreement are parties to the litigation or involved in the legislative process, then such provision shall become void and inoperative at the time directed by such judicial decision or legislation, unless the judicial decision and/or legislation is stayed by a court pending appellate review. Any provision made void and inoperative as a result of a judicial decision or legislation, that is not stayed pending appellate review, shall remain void and inoperable unless and until such time as the judicial decision and/or legislation is reversed by an appellate court and/or subsequent legislation, In every instance and at any point in time during the judicial and/or legislative process, the parties shall administer this Agreement so as to comply with the judicial decision and/or legislation then in effect.

All other provisions of this Agreement not made void and inoperable by such judicial decision and/or legislation shall remain in full force and effect. The parties shall meet for the limited purpose of discussing whether or not and to what extent the provisions that remain in full force and effect are affected by the – inoperability of the voided provision.

## **ARTICLE VI** **ASSOCIATION STATUS**

- 6.1: Recognition. The Employer hereby recognizes the POAM as the exclusive collective bargaining representative regarding wages, hours, and other conditions of employment, of the Bargaining Unit described in Article IV, and thus of every employee covered by this Agreement. However, any individual employee or group of employees shall have the right to present a grievance to the Employer and have it adjusted without either Association's intervention so long as the adjustment is not inconsistent with this Agreement and the Associations have been given an opportunity to be present at such adjustment.
- 6.2: List of Unit. The Employer will send the OUPOA within ten (10) days after the execution of this Agreement, two copies of a list stating the name of each employee then represented by the POAM, and will, by the tenth (10th) day of the month following any change in such list, send the OUPOA two copies of a list indicating such change.
- 6.3: Association Membership. The University and Association shall at all times comply with the Association security provisions of the Public Employee Relations Act (PERA). Should any portion of Public Act 349 pertaining to Agency Shop be modified by law or by action of a court of competent jurisdiction following exhaustion of all legal appeals processes, the parties agree to reopen Article VI of the contract within thirty (30) days in order to renegotiate the language.
- 6.4: Membership in the Associations. Dues List. Within ten (10) days after receiving each list required by Section 6.2, the OUPOA will return one copy of the list, certifying those employees on the list for whom periodic dues are to be applicable. During the life of this Agreement, the Employer agrees to deduct the specified amounts as Association Membership dues, when levied in accordance with the constitution and by-laws of the Associations and as permitted by law, from the pay of each employee who executes an authorization for payroll check-off form supplied by the POAM to the Employer. No deduction shall be made unless the employee has authorized the Employer, in writing, to make such deductions.
- 6.5: Employees who join the Association shall be deemed to be members in good standing if they are not more than thirty (30) days in arrears in payment of membership dues or service fees for representation services.
- 6.6: Indemnification. The POAM and the OUPOA jointly and severally shall indemnify and hold harmless the Employer, its trustees, officers, and employees for any costs (including defense costs) resulting from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Associations or by the Employer for the purpose of complying with this Article VI.
- 6.7: Representation. The OUPOA President, Vice President, and the Secretary/Treasurer shall be designated committee person for purposes of bargaining and grievances. The OUPOA President shall serve as Chairman of the local committee. Representatives from the POAM may represent the employees for purposes of assisting in matters relating to wages, hours, and other conditions of employment and the grievance process.

A. The Committee contemplated by this paragraph shall be the negotiations committee for any subsequent collective bargaining agreement and for the purpose of bargaining about grievances which may arise concerning the interpretation or application of this Agreement.

B. POAM representatives shall be allowed reasonable time while on duty for the purposes of engaging in bargaining for a subsequent collective bargaining agreement, for the purpose of discussing or resolving grievances which may arise regarding the interpretation or application of this Agreement, or to execute the Agreement.

C. All persons serving on the committee herein established, except for the representatives of the POAM, shall be employees covered by this Agreement.

- 6.8: Special Conferences. Special Conferences for important matters will be arranged between the Associations and the Employer upon request of either party. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up at a Special Conference shall be confined to those included on the agenda. No employee shall lose pay for any time spent in such Special Conferences.
- 6.9: OUPOA Office. The Employer will provide reasonable office space to be used exclusively by OUPOA at no cost thereto. While the Employer reserves, solely and exclusively, the right to designate the office space above provided, it will make reasonable efforts to assure any necessary relocation of same will be done in a manner which is not disruptive to the collective bargaining process.
- 6.10: Associations' Bulletin Boards. The Employer will make a bulletin board area available for the use of its employees and the Associations for the purpose of posting notices of the Associations activities and official announcements. Such bulletin board shall not be used for Employer announcements.

## **ARTICLE VII** **EMPLOYEE STATUS**

- 7.1: Probationary Period. An employee in a Police Officer position or a Police Dispatcher position will be on probation until he/she has worked for a period of one (1) year following his/her initial position employment by Employer, or his/her re-employment after loss of seniority, as the case may be. Upon appointment from dispatcher to police officer, the member shall undergo a twelve month probationary period commencing with date of appointment. During the probationary period the employee will be subject to termination without cause at the Employer's sole discretion. No employee terminated pursuant to this paragraph shall have any contractual basis for a grievance pursuant to Article XVII of this Agreement, provided however, that nothing contained herein shall be deemed to in any way limit an individual employee's right to question such discharge before any external administrative tribunal, such as the Michigan Civil Rights Commission, the Michigan Employment Relations Commission, or a court of competent jurisdiction. In addition management has the right to assign probationary officers to shifts and to rotate those shifts for probationary officers. Annual shift rotations are defined as three periods of four month duration each as follows: January through April, May through August and September through December.
- 7.2: Seniority: Acquisition. An employee will acquire seniority after completing his/her probationary period, and his/her seniority will be retroactive to his/her date of hire in new position. Employees starting work on the same day will have equal seniority.

- 7.3: Seniority: Accrual. An employee whose employment has not been terminated by resignation or discharge, and whose seniority has not been lost under paragraph 7.5, will accrue seniority in these cases: (a) while actively at work; (b) while on vacation; (c) for that part of any leave for military service preceding any voluntary extension of such service so long as he/she complies with the conditions of such leave and has a statutory right to re-employment; (d) for the duration of any absence for illness or disability, so long as he/she complies with the conditions of such leave.
- 7.4: Seniority: Retention. An employee whose employment has not been terminated by resignation or discharge, and whose seniority has not been lost under Section 7.5, will retain, but not accrue, seniority in these cases: (a) on leave of absence other than one specified in Section 7.5 so long as he/she complies with the conditions of such leave; (b) for one hundred and eighty (180) days on promotion or assignment to a position not covered by this Agreement; notwithstanding the above, any police officer who promotes to a sergeant's position subsequent to January 1, 1985, shall not accrue PO bargaining unit seniority while in a higher rank in the department but shall retain all PO seniority accrued to the date of promotion. A dispatcher that is reappointed to the position of a police officer will retain their dispatch seniority for up to one year from the date of reappointment, conditional upon not successfully completing their police officer probationary period.
- 7.5: Seniority: Loss. An employee will lose seniority and all re-employment rights by (a) resignation, (b) discharge, unless vacated by a valid arbitration award either accepted by Employer or judicially confirmed, (c) continuous layoff for a period longer than his/her seniority, or two (2) years, whichever is the lesser, (d) absence for three (3) consecutive scheduled work days without notifying Employer in advance or without providing a reasonable and valid excuse, (e) failure to report for work on schedule from a vacation, leave of absence, or disciplinary suspension without notifying Employer in advance or without providing a reasonable and valid excuse, (f) failure to return to work from layoff on the date, not earlier than ten (10) days after delivery or attempted delivery of a recall notice from the Employer, (g) one ( 1 ) year absence for illness or disability, and (h) subject to Federal law, voluntary extension of military service.
- 7.6: Seniority: Application. Seniority will apply to (a) layoff, (b) recall, and (c) vacation-time preference.
- 7.7: Seniority: Layoff and Recall. Except as provided in Section 7.10, Employer will lay off employees in inverse order, subject to the ability of each senior employee to satisfactorily perform the remaining available work. Employer will recall laid-off employees in department seniority order, subject to the ability of each senior employee to satisfactorily perform the work then available. Layoffs will occur in the following order: probationary dispatchers; probationary police officers; dispatchers; police officers.
- 7.8: Seniority: Layoff and Recall Procedure. Employer will recall an employee from layoff by certified mail or other electronic notice to the employee's last known home address on file in University Human Resources. . This notice will specify a date and time not earlier than ten (10) days from its certification or filing date, as the case may be, for the employee to return to work. If the employee accepts such recall, he/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.
- 7.9: Seniority Lists. The Seniority Lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date. The Employer will keep the seniority lists up to date at all times and whenever a Committee person shall raise a question of seniority, shall make the

seniority list available for his/her inspection for the purpose of settling the question. The Employer will, if requested by the OUPOA, post corrected seniority lists every six (6) months. Within thirty (30) days after the ratification of this Agreement, and every six (6) months thereafter during the term of this Agreement, the University shall give to the OUPOA the names of all of its members covered by the Agreement together with their addresses as they appear on the records of the University. The OUPOA shall receive and retain such information in confidence and shall disclose it only to those officials of the OUPOA whose duties require them to have such information.

- 7.10: Seniority of Committee Persons. Notwithstanding their position on the seniority list, Committee persons shall, in the event of a layoff, be continued at work so long as there is a job in their unit which they can perform and shall be recalled to work in the event of their layoff on the first open job in their unit which they can perform.

### **ARTICLE VIII** **DISCIPLINE AND DISCHARGE**

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

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

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

(A) Counseling Session. A private meeting shall be held with the Officer and a notation regarding this meeting will be placed in the register (See General Order 87.13).

(B) Step Two. An oral reprimand/warning shall be given to the employee, who shall have the right to have his/her POAM representative present at the disciplinary meeting. A notation regarding this oral reprimand (warning) shall be placed in the register.

(C) Step Three. A written reprimand shall be given to the employee, who shall have the right to have his/her POAM representative present at the disciplinary meeting. A copy of this written reprimand shall be placed in the employee's personnel file. The employee shall have the right to attach a rebuttal.

(D) Step Four. A one to five day suspension without pay shall be given to the employee, who shall have the right to have his/her POAM representative present at the disciplinary meeting and who shall receive a written notification of the suspension. A copy of the written notification shall be placed in the employee's personnel file. The employee has the right to attach a rebuttal.

(E) Step Five. At the sole and absolute discretion of the Employer an employee shall be discharged or given an additional more extensive suspension without pay if the employee has previously been suspended in accordance with Step Four above. If the employee is

given an additional suspension without pay and a written notification of the suspension is placed in his/her personnel file, the employee has the right to attach a rebuttal to the written notification.

- 8.4: Retention of Disciplinary Record in the Personnel File. Upon written request from the employee any written disciplinary record which is more than two years old will be removed from the personnel file of the employee and will not be used thereafter in applying the corrective disciplinary procedures as set forth in paragraph 8.3.
- 8.5: Options Available to the Employer in the Event of a Serious Incident Involving an Officer. In the event an officer is involved in a serious incident, the Employer's actions regarding the officer pending a full review and determination of the appropriate response will depend upon the facts and circumstances and may include, but would not necessarily be limited to, any of the following: no action, administrative leave with pay, suspension with pay, or suspension without pay.

#### **ARTICLE IX** **NON-BARGAINING UNIT WORK**

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

#### **ARTICLE X** **HEALTH AND SAFETY AND MINIMUM MANPOWER**

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

No Officer in the Field Training Officer (FTO) program shall be considered "back-up" until he/she has completed the FTO program and has been released for solo assignment by the Chief or his/her designee.

Newly hired dispatchers in a department-provided training program shall not work in the dispatch area without another trained dispatcher, officer, or sergeant to supervise, until they have been approved for solo assignment by the Chief or his/her designee.

- 10.2: Minimum Manpower. (This paragraph applies only to Police Officers.) In the implementation of Section 10.1 of the Collective Bargaining Agreement, the Employer will

normally schedule two (2) Police Officers to work on each shift. In the event that either of the normally scheduled employees is unable to work for any reason, the Employer shall not be required to call in any other employee to work if such call in would require the payment of any form of premium compensation to the employee. In all cases the Employer will either have (2) Police Officers on duty or will comply with the back-up requirements of Section 10.1. For purposes of determining compliance with the back-up requirements of Section 10.1, no certified Officer assigned to duty as Dispatcher shall be counted. Staffing for the Anton Frankel Center will not impact the minimum manpower requirements for main campus.

## **ARTICLE XI** **EQUIPMENT**

11.1: Equipment. (This paragraph applies to Police Officers only.) The Employer will provide all uniforms and equipment that it deems necessary for the proper performance of all duties assigned to the employees hereunder and all such equipment so provided shall be in such condition as to meet the requirements of Section 10.1 above. In the event uniforms are provided, the Employer will, at its expense, provide for the cleaning of such uniforms. Employees will receive an increase to their base pay by \$278.00 (increase is reflected in the current salaries/wages chart on page 29) per Officer to use for the purpose of purchasing duty related clothing and equipment. This will not impact the Employer's practice to provide all uniforms and equipment that it deems necessary for the proper performance of all duties assigned as already referenced in 11.1 Equipment and the stated requirements in Section 10.1 above. All patrol vehicles provided by the Employer will be maintained in such a manner as to meet the requirements of Section 10.1 above and when the Employer requires road patrol by automobile, the automobile provided for such road patrol will be equipped as follows:

A. The automobile road patrol vehicle shall have four (4) doors.

B. The automobile road patrol vehicle shall have automatic transmission, power steering, power brakes, air conditioning.

C. Protective shields shall be installed between the front and rear seats of regularly assigned automobile road patrol vehicles.

D. Police radios equipped for two-way communication between the Employer's automobile road patrol vehicle and station with sufficient range to cover all Employer patrol areas. Automobile road patrol vehicles shall be equipped with rotating lights, beacons, and sirens as are required for police vehicles by applicable Michigan law.

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

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

11.3: The provisions of Sections 11.1 and 11.2 apply to police vehicles regularly assigned to a uniform road patrol function. It is recognized by both management and the Bargaining Unit that police work may require occasional special assignments (e.g. low visibility surveillance activities, traveling to and from court, travel to and from special detail that does not involve a routine uniform road patrol function, etc.) In those types of specialized assignments, Police Department vehicles not equipped with all of the designated emergency equipment and markings may be utilized.

- 11.4: Off duty officers may at their discretion, utilize their privately owned vehicles and proceed directly to scheduled court appearances from their residences or other locations without appearing at the Police Department first. The time of arrival at court will be used to calculate pay for court appearances. Officers may only wear the proper police uniform or appropriate business attire when attending scheduled court appearances.
- 11.5: Uniforms for Police Dispatchers. A Police Dispatcher is required to wear uniforms as provided and as directed by the Employer should the Employer determine that uniforms are appropriate. The employee will be responsible for maintenance of such uniforms. Replacement uniforms will be provided by the Employer when the Employer determines they are needed. If uniforms require dry cleaning, the Employer will provide a way to have such cleaning done at no cost to the employee.

**ARTICLE XII**  
**OUTSIDE EMPLOYMENT**

- 12.1: Outside Employment. No employee shall engage in any outside employment which will interfere with the competent performance of the work required under this Agreement. Outside employment which does not so interfere with the competent performance of the work required hereunder may be undertaken upon approval of the Employer. Requests for outside employment shall not be unreasonably denied if such employment will not interfere with the ability of the employee to perform his/her job, nor create for said employee or the University a conflict of interest. Upon approval Officers shall renew requests every 12 months for working additional positions. The department shall notify Officers when renewal requests are due.

**ARTICLE XIII**  
**NON-BARGAINING UNIT PERSONNEL WORKING**

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

**ARTICLE XIV**  
**PROMOTIONS**  
**(THIS ARTICLE APPLIES ONLY TO POLICE OFFICERS)**

- 14.1: Promotions. The Employer and the POAM recognize the desirability of maintaining the highest quality of personnel available in the Sergeant's position and the desirability of, when consistent with maintaining such standards of quality, making promotions to that position from the employees who are Police Officers and members of this bargaining unit. All promotions to the Sergeant's position shall be effectuated pursuant to the following procedures.

When the Employer determines the need to establish an eligibility roster of candidates for promotion, the placement of candidates on the roster shall be based upon a testing and evaluation process consisting of five parts:

- a. Chief's evaluation (10%)
- b. Seniority (5%)
- c. Oral review (25%)
- d. Written examination (50%)
- e. Sergeants (5%)
- f. Lieutenants (5%)

Interested candidates will be required to submit a handwritten or typed resume on a form supplied by the Department which outlines their educational background and professional experience. In addition, candidates will be required to provide a narrative statement explaining why they feel they are qualified to be a Sergeant in the Oakland University Police Department and how the Department and University will benefit from their selection. Submission of the resume by a posted deadline date and time shall serve as the candidate's official "signing up" for the promotional process. Candidates may voluntarily withdraw from the process at any time by submitting a written request (through channels) to the Chief of Police.

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

Candidates for promotion must attain a minimum passing score of 70% on the written examination to proceed to the next step in the promotional process. Any officer may take the written promotional exam in recognition that it is a beneficial training tool; however, any officer with less than two years experience is not allowed to participate in any other part of the promotional process.

- 14.3: Oral Examination. The oral examination to be administered as part of the process set forth herein shall be preceded by not less than five days notice to all applicants of such examination. The oral examining board shall be comprised of three members, one of

which will be selected by members of the Bargaining Unit and two of which shall be selected by the Employer. None of the board members can be current employees of the University. The oral examining board may request the resumes of all internal applicants but shall not be provided personnel files nor written examination scores. Each board member shall score each applicant as a numerical ranking from zero to thirty and the aggregate score of the board shall be divided by three for purposes of the computation of the composite score.

- 14.4: Seniority. No Police Officer shall be allowed to participate in the promotional process for a Sergeant's position unless that individual has attained at least two years current and consecutive seniority as a Police Officer with the University. Each applicant shall receive one half point credit for each year of service, with partial years being rounded to the nearest one half point. The maximum points an employee may receive for seniority is five points.
- 14.5: Chief's Evaluation. The Chief of Police will review and consider the qualifications of each candidate in the process. The Chief's evaluation will be based on a general consideration of each candidate's overall work performance and potential, including, but not limited to:
- a. Punctuality.
  - b. Attendance and sick time use.
  - c. Written and verbal communication skills.
  - d. Appearance.
  - e. The number of official Department awards.
  - f. The number of letters of commendation from citizens or other agencies.
  - g. The number of Counseling Register entries.
  - h. The number of citizen complaints resulting in a finding of improper conduct.
  - i. The number and type of disciplinary actions.
  - j. Specialized police experience and training gained as a member of this Department and/or other state or local police agency.
  - k. Input from police supervisors.
  - l. The Chief's general assessment of the candidate's professionalism, overall attitude, loyalty to the Department and the University community, maturity, use of judgment and leadership potential.

Based on the overall review of the above the Chief will assign a numerical score to each candidate on a scale of zero to ten points. After completing each stage in the promotional process the mathematical ranking order of how candidates finished on each segment will be posted in the Department. However, candidates will be given their individual scores privately. The seniority points awarded to each candidate will also be posted. After all composite scores have been finalized for the entire process, candidates shall be placed on an eligibility roster in mathematical ranking order from highest to lowest. The roster containing numerical rankings shall be posted. When the University decides to fill vacant positions to the rank of Sergeant, the roster shall be used to select candidates in ranking order. The successful applicant shall be put in the position for a probationary period of 180 calendar days. Anytime subsequent to the 90th day of probation, but prior to the expiration of 180 days, the Employer reserves the right to return the candidate to his former position and to select the applicant with the next highest score for purposes of filling the position. The Employer maintains the right to discipline or discharge for cause, any applicant during said probationary period in the same manner as any other non-probationary employee in the Bargaining Unit.

The eligibility roster shall remain current and in effect for a period of two (2) years from date of posting. Members on the roster may be removed from the roster prior to expiration for just cause.

The only time the Department will accept applications from individuals outside the Department, or from Police Officers who have less than two years of seniority, is if no Police Officer, with two or more years of seniority, applies for the Sergeant's position when posted.

**ARTICLE XV**  
**ABSENCES**

- 15.1: Absences. Employees shall report for duty as scheduled unless prevented there- from by emergency or personal illness. Any employee who, due to emergency or personal illness, fails to promptly notify his supervisor of his/her inability to report as scheduled may be subject to corrective discipline. Employees whose illness necessitates absence in excess of three consecutive working days shall report the status of that illness to their supervisor every third day unless specifically excused from doing so by the supervisor; except that if return to work may be from day to day, then report of absence shall also be from day to day. Further, employees who are absent from work due to illness or injury for more than five consecutive scheduled work days shall provide a doctor's statement verifying the nature of the illness or disability. Each party retains the right to schedule a meeting with the other party to discuss language clarification needed and to discuss operational problems related to this paragraph.

**ARTICLE XVI**  
**LEAVE FOR INJURY OCCURRING ON DUTY**

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

**ARTICLE XVII**  
**GRIEVANCE PROCEDURE**

- 17.1: Grievance Procedure. It is the intent of the parties hereto that this procedure shall serve as a peaceful means for the resolution of any disputes that may arise between them concerning the application and interpretation of this Agreement. To that end, the informal resolution of grievances at the lowest level of supervision is encouraged. A grievance shall not be considered to exist unless a complaint by an employee to his/her immediate supervisor, with or without the presence of the President or other officers of the Union, has not been acted upon.
- 17.2: Step 1. An employee who has a grievance shall discuss his/her complaint with his/her immediate supervisor, with or without the presence of an officer of the Union. The

employee shall also -subsequent to the meeting with the immediate supervisor - meet with the Chief of Police or his/her designee. The parties shall attempt to reach a satisfactory settlement at the oral stage.

- 17.3: Step 2. If the grievance is not resolved at Step 1, the POAM representative shall reduce the grievance to writing and submit the written grievance to the Chief of Police or his/her designee within fifteen (15) working days of the date the incident or situation giving rise to the grievance occurred or the date on which the grievant or Union official through the exercise of reasonable diligence should have known about the incident or situation. The written grievance shall state clearly and concisely all facts which are the basis for the grievance, the provisions of the Agreement alleged to have been violated, and the resolution sought; and it shall be signed by the grievant and the appropriate Union officer. The Chief of Police or his/her designee shall attempt to meet with the grievant and his/her Union representative and shall respond in writing to the grievance within ten (10) working days after the grievance was formally received in his/her office, unless there is a mutual extension of the time limit.
- 17.4: Step 3. If the Step 2 response from the Chief of Police or his/her designee is not acceptable to the POAM, the POAM shall submit the grievance to the Assistant Vice President of University Human Resources within ten (10) working days from the last answer or, if no answer is received, from the date the last answer was due. The Assistant Vice President of University Human Resources shall attempt to meet with the appropriate POAM representative and the grievant to discuss the grievance and shall, within ten (10) working days of receipt of the grievance, provide a written response.
- 17.5: Step 4. (Optional). Either the POAM or the Employer may request a meeting to discuss the grievance after the Step 3 written response has been given. If both parties agree in writing to this meeting, the time between the request for the meeting and the conclusion of the meeting shall be excluded from computation of elapsed time between Step 3 and Step 5 (Arbitration).
- 17.6: Mediation. Any grievance alleging a violation of Paragraph 5.1 shall be submitted to mediation before proceeding to Step Five (arbitration) in the grievance process. The mediation shall be conducted by a State Mediator, or if one is not available, by a Federal Mediator. Present at the mediation should be a representative of the Employer, along with representatives of the Association. Also present will be the Grievant.
- 17.7: Step 5 (Arbitration). Either party may initiate arbitration by notifying the other party in writing that arbitration of the grievance is sought, providing that such notification occurs within ten (10) working days from the completion of Step 3 of the grievance process. The following arbitrators will be used, in the following order: Joe Girolamo, Paul Townsend, Stan Dobry, and Ben Kerner. If an arbitrator becomes unable or unwilling to serve he/she shall be replaced by one of the following alternates: Ruschka Scales or Ken Franklin.
- 17.8: Procedures and Principles Relating to Arbitration. The following procedures and principles shall apply to the arbitrator and to the parties.
- 17.9: Arbitrator's Authority. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the Agreement; and he/she shall have no authority to (1) add to, subtract from, or in any way modify this Agreement, (2) substitute his/her discretion or judgment for the Employer's discretion or judgment with respect to any matter the Agreement consigns or reserves to the Employer's discretion or judgment, (3) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (4) formulate or add any new policy or rule, and (5) establish or change any wage or classification.

- 17.10: If Arbitrator Lacks Authority to Rule. In the event a case is appealed to the arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 17.11: Evidence to be Considered by the Arbitrator. The arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure unless such evidence was not then known to the party submitting same.
- 17.12: Arbitrator's Decision is Binding. There shall be no appeal from the arbitrator's decision, if made in accordance with his/her jurisdiction and authority under this Agreement. The arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the POAM.
- 17.13: Expenses of the Arbitrator. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.
- 17.14: General Provisions Relating to the Grievance Procedure. The provisions below shall apply to implementation of the above-described grievance procedure.
- 17.15: Policy Grievances. Grievances common to a number of employees may be treated as a single grievance and entered at the second step of the grievance procedure.
- 17.16: Time Limits. In computing any time limit specified in the grievance procedure, Saturdays, Sundays, and holidays specified elsewhere in this Agreement shall be excluded. The parties may mutually agree in writing to extend the applicable timelines at any stage of the grievance procedure.
- 17.17: Untimely Response by the Employer. Failure at any step of the Grievance Procedure by the Employer or its agents to give the required notification or to communicate any decision within the specified time limits of the Grievance Procedure shall automatically move the grievance to the next step in the Grievance Procedure.
- 17.18: Untimely Appeal by the POAM. If a grievance is not appealed within ten (10) working days from one step of the grievance procedure to the next step the grievance will be considered to have been resolved with the Employer's last response.
- 17.19: POAM Representation. A POAM representative shall be allowed reasonable time for the representation of an officer or officers who are aggrieved, providing that the representative shall first notify the shift commander and obtain his/her permission.

**ARTICLE XVIII**  
**MONETARY BENEFITS: PAY FOR TIME WORKED**

- 18.1: Pay Basis. Except as otherwise expressly stated in this Agreement, an employee shall be paid only for time actually worked.
- 18.2: Regular Compensation Rate. As regards Police Officers, an employee's regular compensation rate is one fortieth (1/40th) of his/her regular weekly compensation rate as determined by dividing the applicable annual salary set forth in Paragraph 28.1 by 52, and this rate will apply to all work time constituting his/her normal workday or workweek. As regards Police Dispatchers, an employee's regular compensation rate is as stated in Paragraph 28.1.
- 18.3: Overtime: Compensation Rate for Police Officers. (This paragraph applies solely to Police Officers.) Except as permitted in Sections 19.1 and 19.2 an employee's compensation rate for work required by the employer exceeding his/her normal workday or workweek or on a holiday shall be one and one-half (1-1/2) times his/her regular

compensation rate. All hours worked on a holiday shall be compensated at [the same rate of pay] two and one-half (2-1/2) times regular pay, including hours beyond eight (8) hours worked in that day, but the employee shall not also be eligible for time off with pay for any of these hours. However, effective October 1, 1991, time off with pay (up to a maximum of eight hours) shall be provided when the holiday hours worked are on an unscheduled, emergency basis. Work beyond eight (8) hours in a normal workday or forty (40) hours in a normal workweek shall be compensated, if mutually agreeable between the employee and the department, as compensatory time off to be used at times which are mutually agreeable, within thirty (30) calendar days of the date when the overtime was worked. Such compensatory time shall be at a ratio of one and one half (1-1/2) hours off for each overtime hour worked. A maximum of eighty (80) hours of compensatory time may be accrued at any time. On September 30 of each year, accrued compensatory time for all Police Officers and Dispatchers shall be converted to overtime pay; however, up to 24 hours will be allowed to be carried over to the next contract year.

Field Training Officer Pay (To replace the Letter of Understanding (Field Training Officers) FTO Compensation dated August 23, 2002.

A person designated as an FTO will be paid a premium compensation of one and one half (1-1/2) hours overtime for every eight (8) hours they are assigned to train another Officer. If the training assignment is four (4) hours or less the FTO shall receive one (1) hour of overtime pay. If the training assignment is more than four (4) hours and up to eight (8) hours, the compensation will be one and one half (1-1/2). If any training occurs in excess of eight (8) hours, the premium compensation will be computed in the same manner. This compensation is considered compensation for training duties, and shall not substitute for any hours worked as overtime as defined by section 18.3 of the Oakland University POAM contract. Any time any recruit, or any other Officer, is assigned to an Officer for any reason, if the Officer is not a designated FTO, they shall not be eligible for the premium compensation.

The FTO shall complete a daily and DOR (Daily Observation Report) for each day he/she is assigned to train a recruit. The FTO shall make a copy of his/her daily log and attach it to the DOR, and deposit it in a designated area for the FTO Sergeant.

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

Work beyond eight (8) hours in a normal workday or forty (40) hours in a normal workweek shall be compensated, if mutually agreeable between the employee and the department, as compensatory time off to be used at times which are mutually agreeable, within thirty (30) calendar days of the date when the overtime was worked. Such compensatory time shall be at a ratio of one and one half (1-1/2) hours off for each overtime hour worked. A maximum of eighty (80) hours of compensatory time may be accrued at any time. On September 30 of each year, accrued compensatory time for all dispatchers shall be converted to overtime pay, however, up to 24 hours will be allowed to be carried over to the next contract year.

- 18.5: Computation of Overtime Work. Compensation for authorized overtime work will be computed in one-quarter (1/4) hours as follows:
- A. 1 - 15 minutes overtime - pay for 1/4 hour
  - B. 16 - 30 minutes overtime - pay for 1/2 hour
  - C. 31 - 45 minutes overtime - pay for 3/4 hour
  - D. 46 - 60 minutes overtime - pay for one hour
- 18.6: Pyramiding and Compounding. Except as provided in Section 19.8 (Holidays) neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one type of compensation or compensation rate would otherwise apply to the same work only the higher rate will apply.
- 18.7: Normal Workday. A normal workday for a Police Officer and Police Dispatcher will be eight (8) consecutive work hours, including a one-half (1/2) hour paid lunch period. Due to operational needs, the Police Dispatcher may be required to remain in the Police and Support Services Building during the lunch period.
- 18.8: Normal Work Week. A normal workweek for full-time employees shall be five (5) consecutive normal workdays, provided however, that an employee may be assigned to work additional consecutive workdays without the payment of overtime compensation in order to accommodate normal shift rotation. "Red letter days" for Police Officers will be as follows:
- A. Individual officers will have the right to designate two (2) days each month as "red letter days".
  - B. These two days may be combined by an Officer such that up to a maximum of four days in a row may be designated as "red letter days":
  - C. The restriction that only one Officer on a given shift may designate a particular day as a "red letter day" continues, but there is a further restriction that no more than two Officers in the work force may designate the same day (twenty-four period beginning at 11:00 p.m.) as a "red letter day."
  - D. Provisions currently in effect address the situation in which more than one Officer on a given shift desires to designate the same day as a "red letter day". In the event that Officers from three shifts desire to designate the same day as a "red letter day", the Officers with the greatest seniority would receive preference.
  - E. Dispatchers working the shifts of Dayshift, Afternoon Shift and Swing Shift will have rotating leave days. The rotation will begin with leave day selection of the most senior dispatcher choosing leave days for the first month of the shift rotation. If there is not a Swing Shift Dispatcher, in each four month shift period, all dispatchers will get to choose their leave days for one month as the first selection, by seniority, after the sergeants' leave day selection. Dispatchers may not select the same leave days as the sergeant.
- 18.9: Layover. (This paragraph applies only to Police Officers.) An employee will normally be scheduled to have a sixteen (16) hour layover period between shift assignments, provided however, that an employee may be assigned to work during said layover period without the payment of overtime compensation in order to accommodate normal shift rotation or reassignment to accommodate training (for training of the officer). Further, nothing contained herein shall prohibit the scheduling of assignments, such as court time and overtime for which overtime compensation is payable, during such layover period.

Management will endeavor to routinely provide a minimum eight (8) hour layover time period between shifts.

- 18.10: Overtime Equalization. (This paragraph applies only to Police Officers.) To the extent the Employer assigns overtime work to its Police Officers it will endeavor to distribute such work equally on an annual basis among the employees who can do the work available for such overtime assignment. However, in carrying out its responsibility as provided by this paragraph, the Employer may select particular individuals for special details, special investigations, surveillance, and tactical police emergencies. Overtime issued for such assignments shall not be logged on the overtime equalization list.

Overtime to be logged on the equalization list includes only these: (a) overtime posted and available to all officers for sign up; (b) dispatch overtime; (c) short term overtime pursuant to the "call up" procedures in G.O. 94-03 (d) court overtime.

A. Mandatory Overtime Assignments.

1. Overtime contiguous with a shift shall be assigned to on-duty personnel on said shift. For example: an assignment running from 9:00 p.m. to 1:00 a.m. would be assigned 9:00 p.m. to 11:00 p.m. to 1st platoon personnel, and the segment from 11:00 p.m. to 1:00 a.m., would be assigned to 3rd platoon personnel.
2. For overtime not contiguous with a shift, assignment will be made to those Police Officers who are scheduled on-duty for that date.
3. In the event that the demand for overtime personnel is greater than can be filled utilizing personnel on-duty on that date, Police Officers who are on leave days will be assigned.

B. Special Events Overtime.

1. When the need for overtime work is determined by the Chief of Police or Lieutenant, it shall be posted in accordance with normal departmental operating procedures. Any interested Police Officer may volunteer for the overtime work by signing the posting. Sergeants in the department may also "volunteer" for this overtime work by signing the posting.

2. Police Officer volunteers will be selected according to the normal procedures referenced in G.O. 94-03 of the Agreement. If there are insufficient Police Officer volunteers (who have signed the posting) to satisfy the overtime requirements, then overtime will be assigned to Police Sergeant volunteers. If there are insufficient volunteers to staff the required overtime assignments, mandatory overtime will be assigned to Police Officers in accordance with the procedure referenced in G.O. 94-03 of the Agreement.

3. When overtime is posted requesting "supplemental" personnel and sufficient Police Officer volunteers are available, they shall be given priority in filling these overtime assignments.

- 18.11: Meal Period. A Police Officer and Police Dispatcher will have a one-half (1/2) hour paid meal period in each shift. If the employer requires the employee to work more than four (4) hours overtime, whether before or after his/her shift, he/she will have an additional thirty (30) minute paid meal period.

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

A. If the starting wage rate of the temporary assignment (i.e. officer in charge as described in the General Order) is lower than the employee's regular wage rate, he/she shall receive his/her regular wage rate.

B. If the starting wage rate of the temporary assignment "[i.e. officer in charge as described in the General Order]" is higher than the employee's regular rate, the employee shall receive a premium of ten percent (10%) of his/her base salary for each hour in which such assignment is worked.

C. If the temporary assignment is for the purpose of training the employee in the duties of the higher rated job assignment, he/she shall receive his/her regular wage rate, provided however, that no assignment as "Acting Sergeant" shall be deemed training for the purposes of this paragraph.

D. Notwithstanding paragraph B above, no rate for a temporary assignment shall exceed the rate of the position in which the person is assigned.

E. An Officer designated on "light duty status" cannot act as Officer in Charge or as a Field Training Officer.

F. Any officer, regardless of pay step, will be paid at a premium rate of ten percent (10%) of the Step V Officer hourly rate, when acting in the Officer in Charge (OIC) capacity.

18.13: Emergency Closing. Sworn members and dispatchers are considered essential personnel and are expected to report for duty, as scheduled, during emergency closings of the University. They will be compensated according to their regular rate of pay for time worked and will receive compensatory leave at the rate of one hour for each hour worked during the emergency closing. Sworn members and dispatchers who fail to report for duty as scheduled, shall be required to use time from their respective accrual accounts (as appropriate) to cover for the time missed.

#### **ARTICLE XIX** **MONETARY BENEFITS: PAY FOR TIME NOT WORKED**

19.1: Call in Pay. A full-time employee reporting for duty at the Employer's request for work which is outside and not continuous with his/her regularly scheduled shift will be guaranteed a minimum of four (4) hours pay at the applicable overtime compensation rate specified in Section 18.3 or Section 18.4. A part-time employee shall receive four (4) hours pay at his/her regular rate except that hours that are in excess of forty (40) hours in the workweek will be compensated at the applicable overtime rate.

19.2: Court Time. A full-time employee reporting for duty for "Court Time" at the Employer's request during his/her scheduled off duty time shall be paid a guaranteed minimum of four (4) hours pay at the overtime compensation rate specified in Section 18.3 and 18.4 (whichever applies), and will receive such overtime compensation for all hours actually spent on such assignment which exceeds the said four (4) hours minimum. A part-time employee reporting for duty for "Court Time" at the Employer's request during his/her scheduled off duty time shall be paid a guaranteed minimum of four (4) hours pay at his/her regular rate except that if time spent on such assignment is in excess of forty (40) hours during that workweek, the employee will be paid at the applicable overtime rate. Any officer assigned and scheduled to work an afternoon shift on a day of a required

court appearance will be compensated a minimum of two (2) hours "court time" pay preceding the start of his/her shift, provided the officer reports to the station first for uniform and department vehicle. However, an officer may choose, according to current practice, to report directly to court rather than reporting to the station for his/her afternoon shift assignment. For the purpose of this paragraph, "Court Time" shall mean all time spent appearing in court or securing warrants or other necessary papers, at the Employer's request, and a reasonable amount of time for travel to and from court.

19.3: Stand-By Time. Stand-by time is the period of time when the Employer requires an employee to be readily available to contact by telephone or other method of communication. An employee who is notified by the Employer that he/she is on "stand-by" during his/her scheduled off duty hours shall be paid at the respective overtime compensation rate specified in Section 18.3 or 18.4 for all time spent on such status. As soon as the Employer determines that stand-by time will be required, the Employer will notify the employee of the date and time the employee shall be required to be on stand-by.

19.4: Personal Days. Each full-time employee shall be entitled to receive personal days for the purpose of attending to or caring for personal business which cannot reasonably be scheduled during non-working hours. In addition, such days may be used for time off to attend religious services of the employee's choice, time off for the celebration of the employee's birthday and time off to vote. Police Officers and Police Dispatchers employed on or before July 1 of any year shall be entitled to forty-eight (48) hours of such time, one day (an eight (8) hour increment) of which may be considered personal emergency and used without supervisory approval, provided notification is made prior to the start of the employee's shift.. Officers employed after July 1 of any year shall be entitled to a pro-rata share of such time according to the following schedule:

July through December	48 hours
January through March	24 hours
April through May	12 hours
June	0 hours

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

19.5: Personal Days: Conditions. All paid personal days shall be consumed according to the following:

A. No personal days may be utilized during time off for other specified reasons, provided however; it may be used in conjunction with vacation.

B. There shall be no carryover of unconsumed personal days.

C. A Police Officer or a Dispatcher shall obtain the prior approval of his/her supervisor prior to consuming any personal days, but no particular notice of the request for such days off shall be necessary and the days off shall be granted unless the supervisor determines, in his/her discretion, that manpower requirements prevent approval of same.

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

beginning of the Employer's fiscal year and be determined over the period of the previous fiscal year.

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

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

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

A. Whenever one of these holidays falls on a scheduled day off in the employee's workweek the employee will receive an additional day off with pay, the time to be arranged with his/her supervisor. The amount of additional time off with pay shall be prorated for part-time employees based upon the ratio between their regular weekly work schedule and a full-time work schedule.

B. No other day shall be observed as the designated holiday.

C. If an employee is absent on the working day immediately preceding or immediately following the holiday, he/she will not be paid for the holiday unless his/her absence is excused. However, if an employee is laid off for the period between the end of fall term and the beginning of winter term because of lack of work he/she will receive the same holiday pay given to the rest of the employees.

D. If an employee terminates his/her employment he/she will not receive pay for the holidays occurring after the last day worked.

E. Police Officers who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed. Police Dispatchers who regularly work at least twenty (20) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

F. On a case-by-case basis, the Chief of Police or his/her designee may allow a scheduled Dispatcher to have a Holiday off from work. The Dispatcher must submit the request for that time off, and seniority shall rule, if more than two requests are received for the same Holiday. In any case, there shall be no more than two (2) Dispatchers, scheduled off on a Holiday due to a leave day or by special exception. However, no

approved Holiday off shall be cancelled by a higher seniority request with less than 30 days notice.

19.9: Bereavement.

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

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

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

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

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

**ARTICLE XX**  
**SICK DAYS**

20.1: Sick Days. All full-time Police Officers will be entitled to paid sick days earned at the rate of one-half (1/2) day for every two (2) weeks. A regular part-time Police Officer will be entitled to paid sick days proportionate to the time actually worked. All full-time Police Dispatchers will accrue paid sick days earned at the rate of one-half (1/2) day for every two (2) weeks. A regular part-time Dispatcher will be entitled to paid sick hours proportionate to the time actually worked. The maximum accumulation will be a total of eighty (80) sick days. Sick days do not accrue while the employee is receiving short term disability (STD) or long term disability (LTD). Sick days will be authorized for the following reasons:

A. Acute personal illness or incapacity over which the employee has no reasonable control.

B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.

C. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

D. Acute and serious illness of a husband, wife, parent/step-parent, son or daughter (natural or adopted or step) who is a member of the employee's household which requires the employee to provide care to said persons during the employee's work schedule. "Required to provide care" means that no other arrangements are possible.

E. An employee using sick days 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 sick day.

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

1. In determining whether absenteeism is excessive, sick day absences and leave without pay (i.e., beyond sick day accruals) absences totaling more than ten (10) in the last twelve (12) month period shall generally be viewed as excessive. For 12 hour shifts, absences totaling more than seven (7) days or eighty four (84) hours shall generally be viewed as excessive.

2. In determining whether corrective disciplinary steps as outlined in Section 8.3 shall be taken with regard to an individual who has exceeded ten (10) absences in a twelve (12) month period, the Employer will consider extraordinary and mitigating circumstances, such as extended illness or disability.

3. To assure consistency and fairness, the Chief of Police, or, in his/her absence, his/her designee, shall review proposed disciplinary action for excessive absenteeism prior to its implementation.

**ARTICLE XXI**  
**VACATIONS**

21.1: Vacation Entitlement for Police Officers. A Police Officer shall accrue vacation entitlement for work in the Bargaining Unit according to his/her seniority as follows:

<b>LENGTH OF SERVICE</b>	<b>VACATION HOURS ACCRUED PER PAY PERIOD</b>
0 to 4.0 years	4.62
4.0 to 9.0 years	5.85
9.0 to 14.0 years	6.46
14 years and over	7.69

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

Vacation time does not accrue while the employee is receiving short term disability (STD) or long term disability (LTD).

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

LENGTH OF SERVICE	VACATION HOURS ACCRUE PER PAY PERIOD
0 to 4.0 years	3.69 Hours
4.0 to 9.0 years	4.92 Hours
9.0 to 14.0 years	5.85 Hours
14.0 years and over	7.38 Hours

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

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

Vacation time does not accrue while the employee is receiving short term disability (STD) or long term disability (LTD).

- 21.3: Vacation: Consumption. Each forty (40) vacation hour accrual will entitle the employee to five (5) workdays off with pay for forty (40) hours of his/her regular wage rate at the time of his/her vacation. For full-time employees all vacation accruals will be consumed in increments of not less than forty (40) hours, except as provided in section 21.5. Part-time employees will consume their vacation in increments equal to their regular scheduled workweek. The employee may either (a) consume his vacation or (b) carry over to a subsequent year any accrual of vacation time not consumed, provided however, that in no event shall such carry over exceed the vacation entitlement accrued in an eighteen (18) month period.

In the event an employee elects to carry over accrued vacation to a subsequent year, the entitlement shall be determined and computed on the basis of the seniority held by the employee during the year of the accrual and it shall not be increased by subsequent increases in vacation entitlement due to the employee in subsequent years because of increased seniority.

- 21.4: Vacation: Probationary Employees. After six (6) months of continuous service, probationary employees may consume accrued vacation entitlement as provided in this Article. However, a probationary employee who does not successfully complete his/her probationary period shall be entitled to only that percentage of his/her accrued entitlement which equals the percentage of the probationary period successfully completed by said employee.
- 21.5: Vacation, Schedule. One member of the bargaining unit is guaranteed up to 80 hours on an initial selection to be submitted ninety (90) days prior to the start of the leave period. No guarantee shall apply to any days that may overlap another member's selection. A non-guaranteed vacation request form must be completed by the employee and returned to the Employer at least sixty (60) days prior to the start of the vacation time period. The Employer will then assign vacation time on the basis of its operating requirements, giving priority to the employee's seniority and vacation time preference. After the assignment of vacation time by the Employer the schedule of vacation shall be posted. After the vacation schedule is posted all time must be taken as scheduled, except in cases of emergency beyond the employee's control, in which case the vacation will be carried over by the Employer as provided in Section 21.3 or rescheduled by the Employer. In

responding to vacation requests from employees, the Employer will make reasonable efforts to indicate the availability of vacation during the period requested. In addition, the Employer shall give due consideration for requests for vacation in increments of less than forty (40) hours, five (5) working day segments and requests for same shall be approved if the Employer, in its sole discretion, determines that granting such request will not interfere with the effective fulfillment of the duties and obligations assigned to the Public Safety Department. Nothing contained hereby shall prohibit employees from exchanging vacation schedules so long as all employees involved agree to exchange and the Employer is notified of the proposed exchange in advance and the exchange will not cause the Employer any additional expense of any kind. If the Officer's or Dispatcher's vacation that had been pre-approved is cancelled due to a bona fide emergency the Officer will be compensated for his/her financial loss i.e. non-refundable tickets, etc. When the Officer's vacation has been cancelled due to an emergency the thirty (30) day rule will be set aside for rescheduling the new request after the emergency is over.

- 21.6: Vacation: Holidays During. If a holiday specified in Section 19.8 of this Agreement falls within an employee's scheduled vacation he/she will be given an extra day off at a time to be arranged with the Employer. This benefit is prorated for part-time employees.
- 21.7: Vacation: Leave of Absence. An approved leave of absence for military service will not be counted as a break in the employee's service when determining vacation entitlement hereunder. All other leaves of absence, except as provided for elsewhere in this Agreement, will be considered as a break in an employee's service when determining vacation entitlement.
- 21.8: Vacation: Time of Separation. Effective January 1, 2014, any unused vacation hours no greater than a maximum one year accrual amount will be paid to employees at the time of termination provided that a minimum two week written notice of their termination is submitted. Employees are required to work all scheduled hours during the notice of resignation period unless management (Chief of Police or his/her designee) approves otherwise. If the employee has consumed more vacation than that to which he/she is entitled hereunder, his/her final pay shall be reduced to fully reimburse the Employer for the excess vacation consumed by the employee. Any adjustments shall be made at the employee's regular hourly pay as of the date of termination.

## **ARTICLE XXII** **LEAVES WITHOUT PAY**

- 22.1: Personal Leave: Without Pay. Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, child rearing, serious illness of a member of the employee's family, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay lasts for a period of thirty (30) days or more, the employee must take another physical examination before returning to work.
- 22.2: Leave of Absence for Illness or Disability.
- A. When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, then the employee must procure and have available for the Health Center a physician's transcript relative to the case before the employee reports to the Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two (2) years.

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

- 22.3: Family and Medical Leave Act (FMLA). Notwithstanding any other provisions of this Agreement, including leave of absence provisions, the University will provide to employees represented by the bargaining unit all leave and medical benefits prescribed by the Family and Medical Leave Act of 1993 (FMLA). To the extent that FMLA requires greater benefits than this Agreement, FMLA shall be followed. To the extent that this Agreement provides greater benefits than FMLA, this Agreement shall be followed. Otherwise, administration of Agreement provisions and FMLA provisions shall be coordinated in accordance with procedures adopted by the University consistent with FMLA. If any FMLA requirement conflicts with this Agreement, the FMLA shall be followed and the contrary Agreement provision shall not be effective.
- 22.4: Educational Leave of Absence for Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable Federal laws in effect on the date of this Agreement.
- 22.5: Military Leave: Extended Service. Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserved component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and non-recurrent period.

### **ARTICLE XXIII** **MEDICAL DISPUTE RESOLUTION**

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

### **ARTICLE XXIV** **INSURED BENEFITS**

- 24.1: Medical Coverage. The Employer will provide health insurance plans as described below for all full-time and part-time Bargaining Unit employees who work a minimum of twenty

(20) hours a week. The Employer will contribute towards the premium under the terms set forth in paragraph 24.2 however; the employee must complete enrollment forms within thirty (30) days of employment. Insurance will become effective the first (1st) of the month after thirty (30) days of employment. Medical insurance shall be provided as agreed to by the Employer and the POAM and coverage information will be on file in University Human Resources.

24.2: The plans described below will be in effect:

The University shall make a monthly premium contribution equal to 95% of the cost of the least-cost HMO plan for the respective level of coverage (single, two party, family). If the monthly premium for another medical plan selected by the employee is greater than the University contribution, the employee shall pay the difference.

Coverage continues to the end of the month if the employee resigns, is terminated or is laid off. An employee on leave without pay may keep the coverage in effect by arranging to pay the full premium through the Benefit and Compensation Services 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 for these services).

24.2A: PPO Option

One plan is available for participation: the PPO "B" Plan. Medical insurance shall be provided as agreed to by the Employer and the POAM. Coverage information will be on file in University Human Resources and provided by the medical carriers.

Please consult the Benefit and Compensation Services Office for further information.

The PPO plan described above is subject to specific carrier policy provisions and the Group Operating Agreements between Oakland University and the carrier.

24.2B: Health Maintenance Organizations. The Employer currently offers three federally qualified Health Maintenance Organization (HMO) plans to active employees as an alternative to the PPO medical plan in paragraph 24.2A above. Additional federally qualified HMO plans may be added or replaced by the Employer as alternatives as they become available.

The co-pays and deductibles upon ratification of this Agreement will remain in effect for the duration of this agreement. Information about Plan benefits and open enrollment periods may be obtained from the University's Benefit and Compensation Services Office and provided by the medical carriers. All benefits of the HMO plans described above are subject to specific HMO policy provisions and the Group Operating Agreements between Oakland University and the HMO.

24.3: The hospital-medical plans set forth above shall be offered with Employer contributions towards payment of the monthly premium to all members of the Bargaining Unit on the first of the month after thirty days of employment during all periods that said members work not less than twenty (20) hours during a pay period.

a. In order to receive the medical coverage, employees must sign up at the Benefit and Compensation Services Office.

1. Any new employee may sign up immediately after being hired for coverage which will go into effect on the first of the month following 30 days of employment.

2. A new employee must sign up before the thirty-first (31st) day after he/she was hired in order to have the medical coverage with Employer contribution towards payment of the monthly premium go into effect after the first of the month following 30 days of employment.

3. Provided that the employee signed up for the benefit before the thirty-first (31st) day after he/she was hired, the medical coverage with Employer contribution towards payment of the monthly premium will go into effect on the first of the month following completion of 30 days of employment.

b. If the new employee does not sign up for the medical coverage prior to the thirty-first (31st) day after the date of hire, he/she must wait until the next open enrollment period before again being able to sign up for the benefit.

c. Brochures describing these plans are available through the Benefit and Compensation Services Office and provided by the medical carriers.

d. Medical Insurance Opt-Out - Employees who are covered by another health insurance plan shall have the option to decline health insurance coverage from the Employer. Employees who elect to opt out of the health insurance coverage shall be paid \$1,000 per year by the Employer. A signed waiver form must be completed and submitted to the Benefit and Compensation Services Office every year during Open Enrollment to be eligible for Opt Out payment.

Employees who are hired after January 1 or who experience a life-altering event may elect payment in lieu of enrollment, but will be paid on a prorated basis. An employee must provide proof of other health insurance prior to being authorized to opt out and receive payment.

- 24.4: 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.
- 24.5: Optical Plan. The Employer shall provide two (2) optical plans. The first optical plan is Plan A which provides coverage for an eye examination, with lenses if needed, every 12 months and new frames provided every 24 months. The Employer will also offer a Plan B option. However, the Plan B option only offers an exam every two years. Employees shall be eligible for enrollment in either plan on the first of the month following 30 days of employment. Eligible employees may enroll in these plans when first eligible or during an open enrollment period.
- 24.6: Dental Insurance. The Employer will provide a comprehensive dental insurance plan for all full-time employees and part time employees who work a minimum of twenty (20) hours a week in the Bargaining Unit. Coverage will become effective the first of the month after thirty (30) days of employment at no cost to the employee. Coverage herein provided continues to the end of the month if the employee quits, is terminated, or is laid off at no cost to the employee. Coverage herein continues to the end of the month if the employee quits, is terminated, or is laid off, at no cost. Payment for benefits by the plan is by "reasonable and customary" schedules. The plan contains the following benefits for employees and dependents as herein:

SCHEDULE OF BENEFITS		
TYPE I & II BENEFITS	IN-NETWORK COVERAGE PERCENTAGE	NON-NETWORK COVERAGE PERCENTAGE
Diagnostic	100%	100%
Preventive	100%	100%
Emergency Palliative I	100%	100%
Radiographs I	100%	100%
Oral Surgery II	100%	50%
Restorative II	100%	50%
Periodontics II	100%	50%
Endodontics II	100%	50%

TYPE III BENEFITS

Bridges, Partials, & Dentures                      50%                      50%

TYPE IV BENEFITS

Orthodontia    50%                      50%

Diagnostic and Preventative care does not count toward annual maximum.

\$1,000 maximum per person per contract year on Type I, II and III Benefits.

\$1,500 lifetime maximum per person for type IV Benefits.

The Employer shall pay the full cost of such insurance. Dental insurance shall be provided as agreed to by the Employer and the POAM. Coverage information will be on file in University Human Resources.

24.7: Life Insurance. The Employer will provide life insurance to each employee who is regularly scheduled to work a minimum of twenty (20) hours per week on a continuous basis. Employees will be eligible for enrollment on the first of the month following 30 days of employment and is less than sixty-five (65) years of age an amount of term life insurance equal to his/her base salary to a maximum of \$250,000. If this insurance is not an even multiple of \$1,000.00 it shall be raised to the next higher multiple of \$1,000.00. The Employer shall pay the entire cost of such insurance. For all full time employees who have attained age 65, the amount of life insurance will be reduced as follows: Age 65-67%, Age 70-45%, and Age 75-30%.

24.8: The Employer will make available optional additional life insurance benefits to all employees who are eligible for the Employer-provided life insurance, including spouse and dependent coverage provided the employee enrolls within two months of his/her original employment or, if permitted by the insurance company, during a scheduled open enrollment. Premiums for such additional coverage shall be paid by the employee through payroll deductions and such coverage shall be available in set increments.

During the Annual Open Enrollment period effective for January, 2003, current employees will be permitted to enroll for up to \$100,000 of life insurance without Evidence of Insurability. Thereafter, they will be permitted to enroll without Evidence of Insurability only upon experiencing a "life event" as defined in the insurance policy or if permitted by the insurance company during a scheduled open enrollment. An employee hired after January, 2003, will be permitted to enroll without Evidence of Insurability within

two months of his/her original employment, upon experiencing a "life event", or if permitted by the insurance company during a scheduled open enrollment.

- 24.9: Accidental Death and Dismemberment Insurance. The Employer will make available optional accidental death and dismemberment insurance coverage, for the permanent employees and their dependents working a minimum twenty (20) hour week. 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.
- 24.10: Travel Accident Insurance. The University shall provide a full coverage travel accident insurance plan which will cover unit employees who are traveling on official Employer business. This plan will also cover unit members who use their private vehicles for official Employer business. The Employer will contribute the entire cost of this insurance premium. The Employer will reimburse employees who use their private vehicles for official Employer business at the current University mileage rate.
- 24.11: Short –Term Sickness and Accident Insurance. The Employer shall provide each employee who is regularly scheduled to work a minimum of forty (40) hours per week on a regular basis. Employees will be eligible for enrollment on the first of the month following thirty (30) days of employment. The short-term disability insurance plan provides an employee with active status at the onset of disability (i.e., not on extended non-paid leave or on layoff) with an amount equal to sixty percent (60%) of base weekly salary should he/she become disabled due to a covered non-occupational sickness or accidental injury. (An extended non-paid leave is a leave which is in excess of one week.) Disability benefits commence after the employee has been disabled for thirty (30) calendar days, but no earlier than the thirty-first (31st) day of disability, and may continue to be paid for the duration of the disability for up to twenty-two (22) weeks or until the employee becomes eligible for long-term disability benefits, whichever first occurs. The employee must utilize sick, personal and vacation accruals until commencement of the short-term disability benefit. Once short-term disability insurance benefits commence payment, the employee must use sick, personal and vacation accruals to supplement the sixty percent (60%) benefit paid by short term disability. The employee must utilize available sick time, vacation time and personal time until exhausted. Upon exhaustion of all sick, vacation and personal time, the Employer will continue to pay group insurance, as set forth in Article XXIV Insured Benefits, for a period not to exceed six months from initial date of disability. The Employer shall pay the full cost of such insurance.
- 24.12: Position Availability. If the employee is certified as able to return to work from a disability leave by an acceptable medical authority within the 180 calendar day period, the employee will be returned to the position he/she previously occupied. A written request to hold a position beyond 180 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.
- 24.13 Long-Term Disability Insurance: The Employer shall provide long-term disability insurance to each employee who is regularly scheduled to work a minimum of forty (40) hours per week on a regular basis. Employees will be eligible for enrollment on the first of the month following 30 days of employment. The long- term disability insurance plan provides the following benefits:

a. A monthly income benefit of sixty percent (60%) of the employee's base monthly wage after six (6) months of total disability not to exceed five thousand dollars (\$5,000) per month.

b. A monthly annuity premium benefit equal to the Employer's contribution and the employee's required contribution to the retirement not to exceed thirteen percent (13%) of the employee's base monthly wage.

The Employer shall pay the full cost of such insurance.

24.14: Medical Spending (Health Care Reimbursement) Account Match

Each year the Employer will contribute funds to an individual's medical spending account for employees newly hired to the University prior to December 31, 2011 pursuant to the following schedule:

January 1, 2012 - December 31, 2014 - \$100, if the individual contributes \$100 through \$124 to his/her plan; \$125, if the individual contributes \$125 through \$174 to his/her plan; \$175 if the individual contributes \$175 or more to his/her plan.

**ARTICLE XXV**  
**RETIREMENT**

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

A. The Employer shall contribute thirteen percent (13%) of each participating employee's base salary on a monthly basis. The Employer's contribution and any additional employee contributions are fully vested and the dollar value is based on entry date, earnings, and years of participation, coupled with interest and earnings experience of the vehicle selected. The Employer does not guarantee a return of principal or earnings on investments.

B. Supplemental Retirement Annuities. The Employer shall provide employees the option of investing, at their expense, in supplemental retirement tax-deferred vehicles as identified in paragraph 25.1, subject to the conditions established by the respective companies.

C. An employee who retires from the Employer must make advance arrangements with the Benefit and Compensation Services Office for the continuation of any available benefits on an employee-paid basis, and the Employer's obligation in regard to such benefits shall be terminated upon the date of retirement.

25.2: Retirees' Participation in OU Group Health Plans. An employee retiring at any age after completion of twenty-five (25) years of continuous full-time service and an employee retiring at age 62 or later after completing fifteen (15) years of continuous full-time service may continue to participate in Employer group health plans by paying the full-cost of the monthly premiums in a timely manner. Participation must be continuous. If the retiree ceases to participate for any length of time, he/she may not participate in an Employer group health plan thereafter. Upon attainment of age 65, the retiree or the retiree's spouse would be eligible solely for Medicare complementary coverage through an Employer group health plan – at the retiree's cost.

Effective October 1, 2002, the Employer will establish a fund from which monthly premium costs of group health coverage may be paid for a retired police officer or dispatcher who meets these criteria: 1) has been a police officer, dispatcher or any combination of, for at least twenty-five (25) years of service, 2) has attained at least the age of 55, 3) retires from a police officer or dispatcher position, and 4) retires after October 1, 2012. The benefit is available to the retired police officer or dispatcher until he/she becomes eligible for the coverage at age 65 described immediately above. The retiree may provide coverage for his/her spouse under the group medical plan at his/her cost. Effective October 1, 2014 the annual contribution to the interest bearing fund shall be \$8,678.00. Amounts not used during one fiscal year will be carried over to the next fiscal year. If requests are in excess of available funding, remaining funds will be prorated among those who qualify. In no event will a monthly benefit from this fund exceed the amount the Employer would contribute for an active POAM member for the monthly premium for like coverage. The retiree must make arrangements with the Benefit & Compensation Services Office for advance payment of whatever premium costs are not covered by benefits from this fund or the coverage will not be provided.

Eligibility for coverage as a retiree depends upon continued participation in the group hospital medical plan as an active employee.

#### **ARTICLE XXVI** **EDUCATIONAL BENEFITS**

26.1: Educational Benefits. Position-related courses or career development courses taken at Oakland University by a Bargaining Unit member which are approved by the Chief of Police or his/her designee prior to enrollment (whether these courses are offered by the Division of Continuing Education or are regular credit offerings) shall qualify for tuition reimbursement as provided below:

A. The University will cover 100 percent (100%) of tuition costs at Oakland University for up to 16 credits per fiscal year. Cost of books, fees, travel and other expenses are not included.

B. An employee must complete a Career Development Application and obtain the approval of the Chief of Police or his/her designee to take a course or courses as a part of this program. Career Development applications will only be accepted as early as one semester before, and no later than the drop/add date for the semester. Tuition will only be approved for courses within a degree-granting or certificate-granting program at Oakland University, as defined in the undergraduate or graduate catalog or for credit bearing courses at the University that are pre-requisites for entry into such program.

C. Tuition for approved courses(s) will be credited to the employee's student account. Each member of the bargaining unit who has enrolled in an "approved" course(s) must earn a minimum 3.0 grade point average for each graduate course(s) and a 2.0 grade point average for each undergraduate course(s). If the employee does not successfully complete the course(s) with the appropriate grade point or withdraws from the course(s), the employee must repay OU for the tuition. The employee's student account will be debited the appropriate amount.

D. Employment must continue at Oakland University for one year following completion of an approved course. During this one-year period, if employee voluntarily leaves employment or is terminated for cause, employee will be responsible for repayment of pro-rated tuition credit funds, based on the

percentage of the year remained employed. An employee taking a leave of absence during the year following completion of an approved course, the number of days leave taken will be added to the one year required employment period. For employees who are laid off, reimbursements will be waived.

E. Dependents, spouses and same-sex domestic partners of employees who meet the eligibility criteria for participation will be eligible to receive 50 percent (50%) tuition credit for OU courses(s), up to 32 credits per fiscal year. Dependents, spouses and repayment guidelines as set in 26.1C above. Dependents must meet the definition of the Internal Revenue Service for federal income tax purposes. Tuition will only be approved for courses within a degree-granting or certificate granting program at Oakland University, as defined in the undergraduate or graduate catalog or for credit bearing courses at the University that are pre-requisites for entry into such program.

## **ARTICLE XXVII** **JOINT RESPONSIBILITIES**

- 27.1: Joint Responsibilities. During the term of this Agreement, neither the POAM nor its officers, members, agents, or representatives shall instigate, encourage, authorize, promote or participate in any strike, work stoppage, work interruption, work interference, slow-down, or any other form of concerted action by its Bargaining Unit members which would violate Act 336 of Public Acts of 1947 as amended. Nor shall any member of the Oakland University Police Officers Association honor any picket line at the Employer set up by other groups or unions. The Employer will have the absolute and unreviewable right to discharge or otherwise discipline any employee who violates any of the prohibitions set forth in this paragraph. However, the issues of fact as to whether an employee violated any of the provisions of this paragraph and as to whether the Employer has acted in a discriminatory fashion with regard to discipline or discharge of employees for such breaches will be subject to the provisions of Article XVII, Grievance Procedure.
- 27.2: POAM Obligation. In the event the Employer decides that certain employee conduct constitutes a violation of Section 27.1 and notifies the POAM of such determination, the POAM will forthwith issue a public statement directing each employee to cease such conduct. If the POAM complies with the terms of this paragraph it shall not be liable for any violation of Section 27.1 by the employees.
- 27.3: No Lockout. There shall be no lockout by the Employer during the term of this Agreement.

**ARTICLE XXVIII**  
**SALARIES**

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

October 1, 2014 through September 30, 2015					
START	STEP I	STEP II	STEP III	STEP IV	STEP V
\$19.41	\$21.18	\$22.95	\$24.75	\$26.51	\$29.37
\$40,373	\$44,054	\$47,736	\$51,480	\$55,141	\$61,090

October 1, 2015 through September 30, 2016					
START	STEP I	STEP II	STEP III	STEP IV	STEP V
\$19.80	\$21.60	\$23.41	\$25.24	\$27.04	\$29.96
\$41,184	\$44,928	\$48,693	\$52,499	\$56,243	\$62,317

October 1, 2016 through September 30, 2017					
START	STEP I	STEP II	STEP III	STEP IV	STEP V
\$20.20	\$22.03	\$23.88	\$25.74	\$27.58	\$30.56
\$42,016	\$45,822	\$49,670	\$53,539	\$57,366	\$63,565

All Police Dispatchers employed at the time Agreement is ratified by the POAM shall receive compensation for work performed hereunder according to the following:

October 1, 2014 through September 30, 2015				
Probation	One Year	Two Year	Three Year	Four Year
\$16.38	\$17.72	\$19.56	\$20.79	\$22.02
\$34,070	\$36,858	\$40,685	\$43,243	\$45,802

October 1, 2015 through September 30, 2016				
Probation	One Year	Two Year	Three Year	Four Year
\$16.71	\$18.07	\$19.95	\$21.20	\$22.46
\$34,757	\$37,586	\$41,496	\$44,096	\$46,717

October 1, 2016 through September 30, 2017				
Probation	One Year	Two Year	Three Year	Four Year
\$17.04	\$18.43	\$20.35	\$21.63	\$22.91
\$35,443	\$38,334	\$42,328	\$44,990	\$46,653

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

28.3 Reappointment. Upon reappointment from dispatcher to police officer, the employee will be placed at the first hourly rate which provides a pay increase.

**ARTICLE XXIX**  
**LONGEVITY**

- 29.1: Longevity: Eligibility. All full-time regular employees will be eligible to receive longevity payments after the completion of six (6) years of full-time continuous service to the Employer, by October 1 of any year. Employees hired after ratification, October 31, 2011, of this agreement are not eligible for longevity pay.
- 29.2: On December 1 following eligibility the longevity payment will be payable and each subsequent December 1 thereafter in accordance with the following schedule:

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 annual base salary
14 or more and less than 18 years	4% of annual base salary
18 or more and less than 22 years	5% of annual base salary
22 or more and less than 26 years	6% of annual base salary
26 or more years	8% of annual base salary

- 29.3: Computation. Longevity pay shall be computed on the base salary paid during the first regularly scheduled pay period of the calendar year in which longevity pay is due excluding all premium pay. Effective with payments made on or after October 1, 1997, no longevity payments as shown in the above schedule shall be paid for that portion of an employee's regular base salary which is in excess of \$15,000.00.
- 29.4: Pro-rated Payments. Pro-rated payments shall be made to those employees who retire under the University retirement plan prior to October 1. This also applies to those employees not under a retirement plan but who are sixty-five (65) years of age at the time of the separation. In case of death, longevity payments shall be made to the beneficiary designated in writing to the Employer Benefit and Compensation Services Office, or if such employee has not designated such beneficiary, to his/her estate. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October 1 to the date of retirement, separation or death and shall be made as soon as practicable thereafter. For purposes of pro-rated payments only, any month in which the employee has provided full time continuous service through the fifteenth (15th) day thereof shall be deemed a month of full-time service.
- 29.5: Continuous Service. The term "full-time, continuous service" above means the employee has been scheduled to work forty (40) hours per week, twelve (12) months per year. If such employees are absent in an unpaid leave or layoff status for more than ninety (90) days in any qualifying year, they are not eligible that year and the longevity date will be adjusted for future years.
- 29.6: Service to the University. The term "service to the University" means the current qualifying employee's service in the unit may be combined with continuous prior full-time continuous service in some other unit with the University as a regular/permanent employee.

**ARTICLE XXX**  
**EXCHANGE OF SHIFT ASSIGNMENTS**

- 30.1: The parties agree that from time to time it is desirable for various members of the unit to exchange shift assignments so as to accommodate their personal schedules. Therefore, such exchanges may be accomplished as long as all employees involved agree to the exchange, the Employer is notified of the proposed exchange in advance and the exchange will not cause the Employer any additional expense of any kind. Police Officers and Dispatchers will with the following exception, bid for their preferred shift, by seniority, every four (4) months. The exception to this process occurs for one four (4) month period every other year (commencing first time January through April 2005). For the exception period members will be required to bid, by seniority, for a shift other than the shift that they were on the immediately preceding December. However, by seniority and mutual agreement, during this exception period members will be allowed to trade shifts so as not to have to change from the shift they were working in December.

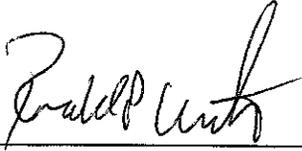
**ARTICLE XXXI**  
**MISCELLANEOUS**

- 31.1: Interest Succession. This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.
- 31.2: Agreement Construction. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.
- 31.3: Effective Date and Duration. This Agreement will remain in effect until 12:01 a.m. Eastern Daylight Savings Time on October 1, 2017, and from year to year thereafter, unless terminated as provided in paragraph 31.4.
- 31.4: Termination. Written notice to terminate may be made by either party not earlier than July 1 prior to the applicable termination date in paragraph 31.3 nor later than September 1 of that year. A written notice may be made in any subsequent year not earlier than July 1 nor later than September 1. The date on which the written notice is delivered to the other party shall be deemed to be the date of notice. Notice of intent to modify will be the equivalent of notice to terminate.
- 31.5: Appendices. All appendices and Letters of Agreement attached hereto and signed by the parties shall be deemed a part of this Agreement and shall be fully enforceable hereunder.
- 31.6: Scope of the Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all matters lawfully subject to collective bargaining and that the understandings and agreements arrived at by the parties consequent to the exercise of that right and opportunity are set forth in this agreement. The provisions contained herein and the appendices attached hereto constitute the entire Agreement between the parties. Any amendments that may be agreed upon during the life of this Agreement are subject to ratification by both the University Board of Trustees and the Union and shall become a part of this Agreement. Further, in all instances where procedures or practices are contrary to the terms of this Agreement, the Agreement shall control.

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

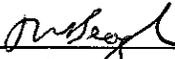
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

OAKLAND UNIVERSITY



Ronald P. Watson  
Assistant Vice President  
University Human Resources

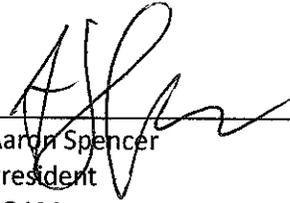
Date 11-25-14



John W. Beaghan  
Vice President  
Finance and Administration

Date 11/25/14

POAM



Aaron Spencer  
President  
POAM

Date 11-25-14



Gregg Allgeier  
Business Agent  
POAM

Date 11-25-14

LETTER OF AGREEMENT – POAM  
12 HOUR SHIFTS

The parties to this letter of agreement hereby agree to the following amendments that would occur due to changing from 8 hour shifts to 12 hours shifts. Twelve hour shifts shall not apply to special assignments within the OUPD i.e. Detective's Position, Technical Support Position, etc...

1. Either POAM or OUPD Command can terminate the LOA for any reason with a 60 day notice.
2. OUPD personnel will be divided into 4 even platoons, two platoons assigned to day shift, 2 platoons assigned to night shift (Platoon = 1 sgt, 3 officers, 1 dispatcher)
3. Shifts will run from 7:00 AM to 7:00 PM for day shift and 7:00 PM to 7:00 AM for night shift
4. As designed, each member will be assigned to 84 hours of work per pay period. To offset the extra 4 hours, all personnel assigned to 12 hour shifts will need to work one 8 hour shift per pay period. The shift sergeant is responsible for scheduling this 8 hour day. Should the 8 hour day results in overtime, the individual scheduled for the 8 hour day has the first right to the overtime hours; not to exceed 4 hours
5. Sick time use will be changed to sick hours rather than sick days for the purpose of policy violations. Discipline will occur after usage of more than 84 hours (7 days) of sick time in a sliding 12 month period.
6. All members will continue to receive 8 hours of comp for holidays that fall on their leave (non-scheduled) days. Holidays that fall within the regularly scheduled shift period will be scheduled at minimum man power, therefore some members of each shift, will have the holiday off by University seniority selection and shall receive 8 hours of straight pay for that day. These members are strongly encouraged to use this day as their 8 hour day for the pay period in which the holiday falls. Members also have the option to supplement this day with 4 hours of accrued time. Holiday pay will begin at 7:00 AM on the holiday and commence for a 24 hour period. (For example, holiday pay will begin at 7:00 AM on July 4 and end at 7:00 AM on July 5)
7. Non OUPD in-house training that is 8 hours in length will only count as 8 hours worked. To offset the four hour shortage, members may:
  - A. Return to work and finish the remaining 4 hours
  - B. Cover the 4 hours with vacation, personal, or comp hours
  - C. Choose the day as their "short day" for the pay period, pending supervisory approval.
8. Maximum hours (Health and Safety) worked in a day will increase from 16 hours to 18 hours. After working 18 consecutive hours, all members shall have a minimum of six (6) hours off prior to return to work.
9. MINIMUM MANPOWER: (This paragraph applies only to Police Officers.) In the Implementation of Section 10.1 of the Collective Bargaining Agreement, the Employer will normally schedule two (2) Police Officers to work on each shift. In the event that either of the normally scheduled employees is unable to work for any reason, the Employer shall not be required to call in any other employee to work for any reason, the Employer shall not be required to call in any other employee to work if such call in would require the payment of any form of premium compensation to the employee. In all cases the Employer will either

have two (2) Police Officers on duty or will comply with the back-up requirements of Section 10.1. For purposes of determining compliance with the back-up requirements of Section 10.1, no certified Officer assigned to duty as a Dispatcher shall be counted. It is understood that while the department is on 12 hour shifts, FOR HOLIDAYS ONLY, there may not be two normally scheduled Police Officers as described above in this paragraph due to Holidays being picked based on University Seniority including sergeants and dispatchers. This in no way affects there being to normally scheduled Police Officers on non-holidays.

10. Sick, Vacation, and Personal days will be based on scheduled day off (12 hours).
11. Work performed by a police officer/dispatcher beyond (12) hours in a normal workday, shall be paid at the overtime rate which is one and one half (1-1/2) hours for each overtime hour worked.  
  
Hours worked by a police officer/dispatcher in excess of eighty hours in a normal pay period shall be paid at the overtime rate which is one and one half (1-1/2) hours for each overtime hours worked.
12. From this date forward shift selection will be at least 60 days prior to the beginning of the next shift assignment period. The employer will post a copy of the seniority list. It will also post its manpower requirements for each shift. Shifts selections will be picked November 1<sup>st</sup> to be effective on the first Monday of January of each year. The employees will have two weeks to pick a shift.
13. If at the end of that two week period an employee is unable to pick a shift, management has the right to pick a shift for that employee.
14. Shift picks and holidays will now be chosen by University Seniority. Therefore, since Sergeants now fall into seniority Sergeants could be forced to work holidays.
15. Vacation requests shall be approved 60 days prior to the beginning of the month that the vacation starts. For example if a POAM member puts in a vacation request to start on June 15<sup>th</sup>, that request would get approved April 1<sup>st</sup>, not April 15<sup>th</sup>.
16. Any vacation requests that are submitted 60 days or more prior to the start of the vacation will be approved based upon seniority. Any vacation requests that are submitted 59 days or less prior to the month that the vacation starts will be approved on a first come, first served basis.
17. Requests with the same date of submission will be approved based upon seniority.
18. Vacations previously approved will be honored.

LETTER OF AGREEMENT  
RE: SHIFT LEAVE AND VACATION SELECTION PROCESS  
**Eight (8) Hour Shifts**

This letter of agreement will replace and supersede the letter of agreement titled: Shift, Leave, and Vacation Selection Process of 2005.

1. From this date forward shift selection will be at least 60 days prior to the beginning of the next shift assignment period. The employer will post a copy of the seniority list. It will also post its manpower requirements for each shift. Shifts and leave day selections will be picked three times a year; March (for May through August), July (for September through December), and October (for January through April). The employees will have two weeks to pick a shift and two weeks to pick leave days.

2. The shift pick rotation will be posted;

July 1st through July 15th  
October 1st through October 15th  
March 1st through March 15<sup>th</sup>

3. On the 15th date of each of these months the shift pick will be removed. If at the end of that two week period an employee is unable to pick shift, management has the right to pick a shift for that employee.

4. At least 45 days prior to the start of the shift rotation the employer will post the leave day selection priority position of each employee of each platoon for the entire four month rotation. The employer shall also make known any special staffing requirement necessary for the scheduled period.

5. The leave day selection will be posted as follows:

July 16th through July 31st  
October 16th through October 31st  
March 16th through March 31st

6. As with the shift selection, on the 31st day of each of these months the leave day selection will be removed. If at the end of that two week period an employee is unable to pick leave days management has the right to pick leave days for that employee.

1. The schedule for the entire rotation will be available to both officers and sergeants on the 7th day of the next month after the leave selections are turned in. This will be kept in a file in the filing cabinet where the tickler file is kept.

8. However, management will have the ability to change an employee's leave days with a 30 day notice to that that employee(s) for any unexpected events that might arise, i.e. a visit from the President, foreign dignitaries, etc. This does not include things like basketball games, dances, extra circular events at the RAC, or any other "normal" events that might require extra officers and creates overtime.
9. Vacation requests shall be approved 60 days prior to the beginning of the month that the vacation starts. For example if a POAM member puts in a vacation request to start on June 15th, that request would get approved April 1<sup>st</sup>, not April 15th
10. Any vacation requests that are submitted 60 days or more prior to the start of the vacation will be approved based upon seniority.
11. Any vacation request requests that are submitted 59 days or less prior to the month that the vacation starts will be approved on a first come, first served basis.
12. Requests with the same date of submission will be approved based upon seniority.
13. Vacations previously approved will be honored.

**Letter of Agreement**

**Other Qualified Adult**

1. Paragraphs 19.9, 20.1.D, 24.2 and 26.1.E of the Agreement are amended as follows:

19.9: **Bereavement.**

B. Definition of Immediate Family. The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister, and Other Qualified Adult and Dependent Children of an Other Qualified Adult. In the case of death of an uncle, aunt, nephew, niece, or cousin, the employee will be allowed to use accrued personal, vacation, or compensatory time to attend the funeral. The Employer and the POAM intend that the terms and conditions that apply to employees and their dependents apply equally to Other Qualified Adults and Dependent Children of Other Qualified Adults, and this Agreement shall in all cases be interpreted and applied so as to give effect to that intent.

Other Qualified Adults and Dependent Children of Other Qualified Adults shall be interpreted as including:

a) Other Qualified Adult means an individual who meets all of the following eligibility requirements, to the Employer's satisfaction, at the time an employee makes a request for benefits:

- (1) is not the spouse of the employee;
- (2) has shared a residence with the employee for eighteen (18) continuous months prior to a request for benefits;
- (3) is neither employed by the owner of the residence in which the employee resides, nor a landlord, tenant or border;
- (4) is at least twenty-six (26) years of age;
- (5) is financially interdependent with the employee;
- (6) has no familial relationship to the employee;
- (7) is not married to someone other than the employee;
- (8) is not a dependent of the employee as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (9) is not an undocumented immigrant.

b) Dependent of an Other Qualified Adult means an individual who meets all of the following eligibility requirements to the Employer's satisfaction:

- (1) is a dependent of the Other Qualified Adult as defined by the Internal Revenue Code as amended from time to time and the regulations promulgated thereunder; and
- (2) is not married.

20.1: **Sick Days.**

All full-time Police Officers will be entitled to paid sick days earned at the rate of one-half (1/2) day for every two (2) weeks. A regular part-time Police Officer will be entitled to paid sick

days proportionate to the time actually worked. All full-time Police Dispatchers will accrue paid sick days earned at the rate of one-half (1/2) day for every two (2) weeks. A regular part-time Dispatcher will be entitled to paid sick hours proportionate to the time actually worked. The maximum accumulation will be a total of one hundred and thirty (130) sick days. Sick days do not accrue while the employee is receiving short term disability (STD) or long term disability (LTD). Sick days will be authorized for the following reasons:

- D. Acute and serious illness of a husband, wife, parent/step-parent, son or daughter (natural or adopted or step), Other Qualified Adult or Dependent Child of an Other Qualified Adult who is a member of the employee's household which requires the employee to provide care to said persons during the employee's work schedule. "Required to provide care" means that no other arrangements are possible

24.2: Insured Benefits.

Effective January 1, 2012 the plans described below will be in effect:

For employees participating in a Plan described in 24.2A or 24.2B, the Employer 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 and Other Qualified Adult). 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 University contribution, the University shall pay the full cost of the monthly premium.

Coverage continues to the end of the month if the employee resigns, is terminated or is laid off. An employee on leave without pay may keep the coverage in effect by arranging to pay the full premium through the Benefit and Compensation Services 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 for these services)

26.1: Educational Benefits.

Position-related courses or career development courses taken at Oakland University by a Bargaining Unit member which are approved by the Chief of Police or his/her designee prior to enrollment (whether these courses are offered by the Division of Continuing Education or are regular credit offerings) shall qualify for tuition reimbursement as provided below:

- E. Dependents, spouses, Other Qualified Adults and Dependents of Other Qualified Adults of employees who meet the eligibility criteria for participation will be eligible to receive 50 percent (50%) tuition credit for OU courses(s), up to 32 credits per fiscal year. Dependents, spouses, Other Qualified Adults and Dependent Children of Other Qualified Adults and repayment guidelines as set in 26.1C above. Dependents and Dependent Children of Other Qualified Adults must meet the definition of the Internal Revenue Service for federal income tax purposes.

- 2. This LOA and the amendments to the Agreement shall become effective only after ratification by a vote of the POAM's membership and upon approval of the Employer's Board of Trustees.

## LETTER OF AGREEMENT

### DETECTIVE ASSIGNMENT

The parties to this letter of agreement hereby agree to the following guidelines which outline specific job duties and characteristics for the Detective Assignment:

1. The assignment is not a promotion, but rather a specialized assignment. The selected member will retain the rank of police officer and remain at his/her current base salary level. However, he/she will receive an "Annual Special Assignment Stipend" in the amount of \$2,400.00 to be paid on a bi-weekly basis throughout the year. This stipend will be excluded from the calculation of the thirteen percent (13%) employer contribution to the Multiple Option Retirement Program and will be subject to withholding of any employment taxes as required by law.
2. The selected member will also remain subject to all rules and regulations applying to any police officer unless otherwise stipulated in this agreement.
3. The selected member will report to, and be supervised by, the Operations Lieutenant.
4. Generally, the selected candidate will be assigned by Command Staff exclusively to investigative duties, except as necessitated by special circumstances as determined by Command Staff. However, uniform patrol officers may also still be assigned to the investigation of various cases as determined by Command Staff.
5. As needs dictate, the selected member will also be responsible for presenting relevant and appropriate crime prevention type programs to various community groups, assigned to executive protection details and other specialized duties as determined by Command Staff.
6. Generally, the selected member will be expected to wear either appropriate business attire, or the standard police uniform when on duty. However, it is understood that special needs may require flexibility relative to attire as determined and approved by the Operations Lieutenant.
7. The selected member must have a police uniform (and associated equipment) available at the station at all times in the event of emergencies, special details, etc.
8. The normal working schedule will be Monday through Friday on the day shift. However, specific case assignments may require flexibility to change shifts, working hours and leave days with little or no advance notice (which may, at times, be inconsistent with the provisions of the current collective bargaining agreement).
9. The selected member will not be included in the normal shift or leave day selection process or normal overtime/holiday assignment process used to schedule uniform police officers. He or she will not be subject to mandatory overtime for uniform patrol assignments. However, if a uniform overtime assignment is available and ALL available uniform patrol officers refuse the assignment, the selected member may volunteer to work the uniform assignment.
10. Overtime necessitated by a specific investigation assigned to the selected member will be worked by the selected member exclusively (when available). However, uniform patrol officers may also be assigned overtime for investigative duties, including follow-up, as Department needs dictate.
11. The member will be considered "on call" 24 hours per day, seven days per week, and must be available for contact via cell phone, residential phone or otherwise at all times (except while absent on vacation time). However, he or she will not receive pay for "stand by" time as outlined in the current collective

bargaining agreement. The selected member will receive a University stipend for cell phone use in accordance with University Policy. The specific stipend is subject to periodic review depending on operational need.

12. The Department will continue to provide cleaning for police uniforms as currently prescribed in the collective bargaining agreement. However, this provision will not apply to non-uniform apparel.
13. The assignment will last for a period of 3 years. Following said 3 year period, the assignment will again be posted to all police officers. At that time, the member currently holding the position may also re-apply for consideration. However, nothing in this statement should be construed to indicate that re-assignment of this specific member is in any way guaranteed.
14. To be considered for this assignment, interested members must have successfully completed their initial "new hire" probationary period, effective the date of posting.
15. Should the selected member be returned to a uniform assignment (for whatever reason), and is replaced by another police officer, the two members will do a direct switch of shift assignment and scheduled leave days until the next shift selection period.
16. Should staffing levels fall (for whatever reason) to a total of 9 or less active/full-duty police officers (including the detective), and it can reasonably be expected to remain at or below this level for a period of at least 30 days, the detective will be returned to a uniform patrol assignment. The reassigned officer will be assigned to the shift where most needed as determined by Department needs.
17. While uniformed Police Officer staffing levels remain at 9, or less:
  1. Each officer will be guaranteed approval, including the payment of overtime if necessary, of up to 80 hours of supplemental leave time to be taken in a single block once every 12 months.

This agreement will not require the Employer to approve multiple requests for the same leave period, or to approve any leave request that interferes with operational needs. All provisions of Section 21.5 of the OUPOA Labor Agreement, as amended by LOA, remain in effect.
  2. Each Officer will be guaranteed approval of one supplemental leave day per month, to be taken as an 8 hour block.
18. Interested members should submit a written request directly to the Chief of Police and should attach relevant documentation pertaining to education, specialized training, specialized experience, certification levels, etc. The written request must be received in the Chief's Office no later than 30 days from date of posting.

In reviewing each request, the Chief of Police will consider each applicant's:

- relevant experience, education and training
- general and specialized investigative abilities and skills
- work performance, including punctuality, attendance, sick time use and disciplinary record
- written and verbal communication skills

The Chief of Police, in consultation with the Operations Lieutenant, will make the final selection. Once assigned, the selected member may be removed from the assignment for just cause and/or Department needs at any time at the sole discretion of the Chief of Police. The selected member may also voluntarily relinquish the assignment at any time without giving a reason by providing at least two weeks written notice.

## INDEX

Absences -----	14,26,27
Agency Fee Payers-----	5
Agreement -----	1,2
Aid to Other Unions or Associations -----	4
Appendices -----	37
Association Status -----	5
Automobiles -----	11
Call in Pay-----	20
Computation -----	13,15,18,36
Conformity to law-----	4
Continuous -----	3,4,7,8,20,22,24,25, 27,30,32,36,48
Corrective -----	8,9,14,24
Court Time -----	4,19,20,21
Definitions-----	3
Dental Insurance -----	29,30
Discharge and Discipline	
Basis -----	8
Educational Benefits-----	33,49
Educational Leave of Absence for Veterans -----	27
Effective Date and Duration -----	37
Emergency Closing -----	20
Employee Status -----	7,8
Employees Covered-----	4,5,6
Employer Rights-----	4
Equipment-----	10,11
Evidence to be Considered by the Arbitrator -----	16
Excessive Absenteeism Policy-----	24
Exchange of Shift Assignments-----	37
Expenses of the Arbitrator -----	16
Family and Medical Leave Act -----	27
Funeral Leave-----	23,48
General Provisions Relating to the Grievance Procedure-----	16
Grievance Procedure-----	14
Mediation-----	15
Step 1 -----	14,15
Step 2 -----	15
Step 3 -----	15
Step 4 (Optional) -----	15
Step 5 (Arbitration)-----	15
Health and Safety -----	10
Holidays -----	16,22,26,27,42,43
Hospital and Medical Coverage -----	28
Indemnification-----	6
Insured Benefits -----	28,49
Interest Succession-----	37

Joint Responsibilities -----	34
Jury Service -----	23
Layover -----	18,19
Leave for Injury Occurring on Duty -----	14
Leave of Absence for Illness or Disability -----	26,27
Leaves without Pay -----	26
Life Insurance -----	30,31
Light Duty -----	14,20
List of Unit -----	5
Longevity -----	36
Eligibility -----	36
Meal Period -----	20
Medical Dispute Resolution -----	27
Medical Spending Account Match -----	32
Membership in the Associations	
Dues List -----	5
Military Leave	
Extended Service -----	27
Short Tours of Duty -----	22
Minimum Manpower -----	10,43
Miscellaneous -----	37,38
Monetary Benefits	
Pay for Time not Worked -----	20,21,22,23
Pay for Time Worked -----	16,17,18,19,20
Multiple Option Retirement Program -----	32,33,51
No Lockout -----	34
Non-Bargaining Unit Personnel Working -----	12
Non-Bargaining Unit Work -----	9,10
Normal Work Week -----	18
Normal Workday -----	18,43,45
Options RE	
Serious Incident Involving Officer -----	9
OUPOA Office -----	6
Outside Employment -----	11
Overtime	
Compensation Rate for Police Dispatchers -----	17
Compensation Rate for Police Officers -----	16,17
Overtime Equalization -----	19
Pay Basis -----	16
Personal Leave	
Additional Hours -----	22
Conditions -----	21
With Pay -----	20-26
Without Pay -----	26
Persons Not Covered -----	4
Policy Grievances -----	16
Premium Conversion -----	29
Previous Experience -----	35
Probationary Period -----	3,7,13,24,25,52
Procedures and Principles Relating to Arbitration -----	15

Promotions-----	12,13,14,41
Purpose and Intent-----	3
Pyramiding and Compounding-----	18
Reappointment-----	35
Recognition-----	5
Regular Compensation Rate-----	16
Representation-----	6
Retirement-----	32,33,36
Salaries/Wages-----	35
Scope of the Agreement-----	37
Selection Process for Promotion-----	12,13
Seniority-----	7,8
Accrual-----	7
Acquisition-----	7
Application-----	8
Layoff and Recall-----	8
Layoff and Recall Procedure-----	8
Loss-----	7,8
Retention-----	7
Seniority of Committee Person-----	8
Service to the University for Longevity-----	36
Severability-----	38
Short Term Sickness and Accident Insurance-----	31,32
Sick Days-----	23,24
Sick Leave-----	27
Signatures-----	39
Special Conferences-----	6
Stand-By Time-----	21
Supplemental Retirement Annuities-----	32
Suspension or Discharge for Misconduct-----	8
Temporary Assignments-----	20
Termination for Non-Payment of Dues-----	5,6
Time Limits-----	16
Travel Accident Insurance-----	31
Uniforms for Police Dispatchers-----	11
Union Representation-----	16
Untimely Appeal by the Union-----	16
Untimely Response by the Employer-----	16
Vacation	
Consumption-----	25
Holidays During-----	26
Leave of Absence-----	26
Probationary Employees-----	25
Vacation Entitlement for Officers-----	24
Vacation Entitlement for Police Dispatchers-----	25
Vacations-----	24,25,26,46, 47