

# AGREEMENT

BETWEEN  
OAKLAND UNIVERSITY

AND

OAKLAND UNIVERSITY  
COMMAND OFFICERS  
ASSOCIATION OF MICHIGAN

July 1, 2021 – June 30, 2022

## PREAMBLE

This Agreement was entered into on the thirtieth day of June, 2021, to be effective July 1, 2021, between Oakland University and the Oakland University Command Officers Association of Michigan hereinafter referred to as the "Union".

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

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

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

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

## ARTICLE I

### RECOGNITION

1. Union Recognition. The University hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379, of Public Acts of 1965, for the duration of this Agreement, for all full-time and part-time sergeants employed in the O.U. Police Department as certified by the Michigan Employment Relations Commission.
2. Employees Excluded. This Agreement specifically excludes the Chief of the Police Department, the Lieutenants in the O.U. Police Department, and all other employees of the university.
3. Employee Definition. The term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section 1.
4. Other Unions or Associations. The University agrees not to negotiate for the duration of this contract with any other labor organization other than the Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section 1. Nothing contained herein

shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if such adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

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

## ARTICLE II

### BARGAINING UNIT FUNCTIONS

6. Non-Bargaining Unit Work. No employee will be regularly required to perform any work under the jurisdiction of any other bargaining unit other than the work performed by bargaining units having members assigned to the O.U. Police Department. Provided, however, employees shall be required to maintain their personal and assigned equipment, lunch area, office area, and assigned patrol vehicle (interior only) and the property room in accordance with O.U. Police rules, regulations and directives. No employee shall be required to clean or maintain any departmental office space, equipment, storage area or vehicle, other than as specified above.
7. Non-Bargaining Unit Personnel. Non-bargaining unit personnel shall not be regularly assigned to perform the work of the bargaining unit. However, nothing contained herein shall be construed to prevent such personnel from performing unit work in the case of emergencies and/or in the instruction of bargaining unit members in their work or in the discharge of any back-up responsibilities required by the terms of this Agreement.

## ARTICLE III

### DUES CHECK OFF

8. Employees may tender the monthly membership dues by signing an authorization for check off of dues form or may pay the same directly to the Union.
9. During the life of this Agreement and in accordance with the terms of the applicable authorization for check off of dues form and to the extent Federal and State of

Michigan laws permit, the University agrees to deduct Union membership dues and assessments, levied in accordance with the Constitution and By-laws of the Union, from the pay of each employee who executes or has executed an "Authorization for Check Off of Dues" form. The amount deducted on each paycheck shall be the annualized amount divided by 26. If there is a change in the amount of dues/fees, such change shall become effective two full pay periods following transmittal of the written notice to the University.

10. Notwithstanding the above and any provision on any form, one's membership and dues deduction authorization shall remain in full force and effect until fifteen (15) days after written notice of dues deduction revocation is provided by the employee to the Union and the University, in writing (including email).
11. Deductions for each calendar month shall be remitted to the Union's Secretary/Treasurer no later than the end of the next calendar month, with a list of those from whom dues have been deducted, by employee. at 27056 Joy Rd., Redford, MI., 48239-1949. In the event a refund is due an employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.
12. Employees shall also cease to be subject to such deductions beginning with the month following the month in which they are no longer members of the bargaining unit. The Union will be notified of the names of such employees following the end of each month in which the termination from the bargaining unit occurs.
13. The Union shall indemnify and hold harmless the University, its trustees, officers, and employees for any costs (including reasonable defense costs) resulting from any and all claims, demands, suits, and other forms of liability by reasons of action taken or not taken by the Union or by the University for the purpose of complying with this article.

#### ARTICLE IV

#### UNIVERSITY MANAGEMENT RIGHTS

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

#### ARTICLE V

## CONFORMITY TO LAW

15. 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 the 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 affected 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

### EMPLOYMENT CONDITIONS

16. Bonding. O.U. Police Sergeants are bonded through the University and it will be the University's responsibility for any expenses attendant thereto.
17. Outside Employment. No employee shall engage in any outside employment which will interfere with the competent performance of the work required under this Agreement. Notice of outside employment that does not involve the use of police powers shall be required. Outside employment that requires the exercise of police powers, even though derived from another jurisdiction, shall require notice to and approval from the Chief of Police. Such approval shall not be unreasonably denied.

## ARTICLE VII

### SENIORITY

18. Probationary Period. An employee will be on probation until he/she has worked for a period of one (1) year in a position covered by this Agreement following their initial employment by the University, or their reemployment after loss of seniority, as the case may be. During said probationary period the employee will be subject to termination without cause at the University's sole discretion. No employee terminated pursuant to this paragraph shall have any contractual basis for a grievance or other legal action, provided however, that nothing contained herein shall be deemed to in any way limit an individual employee's right to question such discharge on non-contractual grounds before any external administrative tribunal, such as the Michigan Civil Rights Commission, the Michigan Employment Relations Commission, or a court of competent jurisdiction.
19. Promotion Seniority. In the event an O.U. Police Officer who has successfully completed the probationary period provided for the position held prior to promotion is promoted to the position of O.U. Police Sergeant, said officer shall be on probation for a period of six (6) months following said promotion. During said six (6) month period, the Sergeant may, at the sole discretion of the University, be subject to return to the rank of O.U. Police Officer. Notwithstanding the above, such dues as are required pursuant to the terms and conditions of the collective bargaining agreement now in effect shall be in effect for such person.
20. Bargaining Unit Seniority: Acquisition. An employee will acquire bargaining unit seniority after completing their probationary period and their seniority will be retroactive to their date of employment in the bargaining unit. Employees starting work on the same day will have equal seniority.
21. Seniority: Accrual. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under paragraph 31, will accrue seniority in these cases: (a) while actively at work; (b) while on vacation; (c) for that part of any paid leave duly authorized by the University so long as the terms of such leave are complied with by the employee.
22. Seniority List. The seniority list on the date of this Agreement will show the names of all employees in the unit entitled to a ranking for seniority. Seniority is determined first by date of rank and second by department date of service. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of service as of such date.
23. Seniority List: Update. The University will keep the seniority list up to date at all times and whenever a unit representative shall raise a question of seniority, shall make the seniority list available for their inspection for the purpose of settling the question. The University will, if requested by the Union, furnish a corrected seniority list every six months with the unit names and addresses. Within thirty (30) days after the ratification of this Agreement, and upon request thereafter during the term of this Agreement, the University shall give to the Union the names of all of its members covered by the Agreement together with their addresses as they appear on the

records of the University. The Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

24. Seniority of Representatives. Due to the size of the bargaining unit, unit representatives will not as a group be entitled to super seniority. The Union shall, however, designate in writing to the University one (1) unit representative who shall have super seniority which shall apply to layoff order only.
25. Seniority Application. Seniority will apply to (a) layoff, (b) recall, and (c) vacation-time preference.
26. Seniority: Layoff Procedure. The University will layoff employees in inverse seniority order, subject to the ability of each senior employee to satisfactorily perform the remaining available work.
27. Seniority Recall Procedure. The University will recall laid-off employees in unit seniority order, subject to the ability of each senior employee to satisfactorily perform the work then available. Recall of an employee from layoff will be by certified mail or electronic notice to the employee's address as shown on the last income tax withholding exemption certificate (form W-4) filed with the University, or as shown on any subsequent written notice he/she may have filed with the University by certified mail.
28. Recall Notice. The notice will specify a date and time not earlier than ten (10) days from its certification or filing date, as the case may be, for the employee to return to work. If the employee accepts such recall, he/she must report for work at the date and time specified in the recall notice. If he/she does not so report, their seniority and re-employment rights will terminate and he/she will be deemed to have resigned.
29. Seniority: Retention. An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under the terms of this Agreement will retain, but not accrue, unit seniority in these cases: (a) while on an authorized unpaid leave of absence so long as he/she complies with the conditions of such leave; (b) for ninety (90) days subsequent to promotion or assignment to a position not covered by this Agreement; and (c) while on layoff within the time limits specified in Paragraph 30.
30. Seniority Loss. An employee will lose seniority and all re-employment rights by (a) resignation; (b) discharge, unless vacated by a valid arbitration award either accepted by the University or judicially confirmed; (c) continuous layoff for a period longer than their seniority, or two (2) years, whichever is the lesser; (d) absence for three (3) consecutive scheduled work days without notifying the University in advance or without providing a reasonable and valid excuse; (e) failure to report for work on schedule from a vacation, leave of absence, or disciplinary suspension

without notifying the University in advance or without providing a reasonable and valid excuse; (f) failure to return to work from layoff on the date ordered which shall not be earlier than ten (10) days after delivery or attempted delivery of a recall notice from the University; (g) two (2) year absence for illness or disability (however, return to work after a disability leave exceeding 130 working days shall depend upon the availability of a position); and (h) subject to Federal law, voluntary extension of military service.

## ARTICLE VIII

### REPRESENTATION

31. Union Representatives. The Union offices of President, Vice President, Secretary, and Treasurer shall be designated as representatives for purposes of collective bargaining and the processing of grievances. All persons serving as representatives shall be seniority employees under this Agreement except Union business representatives of the Oakland University Command Officers Association of Michigan. Business representatives of the Oakland University Command Officers Association of Michigan may also represent employees in matters relating to wages, hours, and other conditions of employment and the grievance process.
32. Bargaining Committee. The bargaining committee shall consist of no more than two (2) representatives of the Union (chosen by the membership) and the business representative of the Oakland University Command Officers Association of Michigan any collective bargaining subsequent to this Agreement and the processing of grievances which concern the interpretation or application of this Agreement. Sergeants may mutually agree amongst themselves to exchange shifts so that one of the negotiating sergeants may be on paid status.
33. Release Time. A unit representative, upon request to and approval by the Chief of Police, shall be allowed reasonable time away from their duty assignments without loss of pay for the purpose of engaging in collective bargaining and the processing of grievances.
34. Special Conferences. Special conferences for important matters will be arranged between the Union and the University upon request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at a special conference shall be confined to those included on the agenda. A unit representative shall be granted release time without loss of pay to participate in such special conferences.
35. Union Office. The University will permit the Union to use the office and telephone now assigned to employees for such time that is necessary to conduct their Union



business and also provide a file cabinet with a lock for the exclusive use of the Union during the term of this Agreement.

## ARTICLE IX

### GRIEVANCE PROCEDURE

36. Grievance Definition. A grievance is a complaint by an employee, by a group of employees, or by the Union on its own behalf about an alleged violation of the provisions of this Agreement. No grievance may be presented more than thirty (30) days following the date of the occurrence, or the date when the employee is notified of the occurrence on which the grievance is based, or not later than thirty (30) days after the employee, through exercise of reasonable diligence, should have known of the occurrence of the facts on which the grievance is based. All grievances will be adjusted by the following procedure.
37. Step One: Oral. The employee will schedule a meeting with the Chief of Police or their designee to discuss the grievance orally and attempt to reach a resolution of the grievance. The Chief or their designee will make himself available for this meeting within seven (7) working days (excluding Saturdays, Sundays, holidays and recess periods) of receipt of a request from the employee. The employee may, at their option, have a Union representative present during the oral discussion at this step or any subsequent step of this procedure.
38. Step One: Written. If the grievance is not resolved by the oral discussion meeting, the employee and the Union will, within seven (7) working days, prepare and submit the grievance in writing, concisely stating the facts, the provisions of the Agreement which are alleged to have been violated, and the resolution sought. The written grievance will be dated and signed by the grievant and the Union representative and submitted to the Chief of Police. The Union will retain a copy and send an additional copy to the Human Resources Department. An additional meeting to discuss the written grievance may be held between the Chief of Police, the employee, and the Union representative following submission of the written grievance. The Chief of Police will provide a written decision on the written grievance within seven (7) working days from the date the Chief receives the written grievance and will return it to the Union.
39. Step Two: Submission. If the grievance is not resolved at Step One, the employee must submit the grievance to the Vice President of Human Resources within seven (7) working days following the date of the decision of the Chief of Police at Step One or it will be settled on the basis of the Step One response. The Vice President of Human Resources or his/her designee will attempt to schedule a meeting with the employee and his/her Union representative to occur within seven (7) working days (excluding Saturdays, Sundays, Holidays, and recess periods) of receipt of the Step Two grievance submission. The purpose of the meeting is to attempt to resolve the grievance. The Vice President of Human Resources or his/her designee will render a

decision in writing within seven (7) days following the date of the meeting unless the parties agree to extend the time limits.

40. Step Three: Arbitration. If the written answer to the grievance at Step Two does not resolve the grievance, and the Union makes the decision to submit the grievance to arbitration, such request for arbitration by the Union must be filed in writing with the Vice President of Human Resources within thirty (30) days following the date of the written answer to the grievance at Step Two, or it will be barred from arbitration.
41. Timeliness. Failure to appeal a decision within the specified time limits shall result in settlement on the basis of management's last response and further action or appeal shall be barred. Failure to provide a written answer on the grievance within the specified time limits shall permit automatic advancement to the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of the two parties.
42. Selection of the Arbitrator. The following arbitrators will be used, in the following order: Mario Chiesa, Bill Daniel and Paul Townsend. Each arbitrator will hear one case and then the parties will rotate to the next arbitrator, and so on. However, if an arbitrator is unable to schedule a hearing within 120 calendar days of the request, the parties shall rotate to the next arbitrator on the list. If an arbitrator becomes unable or unwilling to serve as an arbitrator for the parties he shall be replaced by one of the following alternates; in the following order: Ben Kerner and Pete Wright.
43. Arbitrator's Decision and Compensation. The arbitrator selected will render his/her decision in writing after the grievance has been submitted to him/her and his/her hearing is closed. The arbitrator's decision, when so rendered, will be final and binding on the parties. The parties shall share the fees and expenses of the arbitrator equally. Each party will be responsible for their own expenses and expenses of their witnesses.
44. Arbitrator's Authority. The arbitrator will have no authority to (a) add to, subtract from, or in any way modify this Agreement; (b) substitute his/her discretion or judgment for the University's discretion or judgment with respect to any matter this Agreement consigns or reserves to the University's discretion or judgment; (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement; (d) formulate or add any new policy or rule; (e) establish or change any wage or classification; and (f) interpret any insurance policy.

## ARTICLE X

### DISCIPLINARY ACTION: SUSPENSION AND DISCHARGE

45. Discipline or Discharge for Misconduct. The University may with just cause discipline an employee by suspension without pay or by discharge without any prior warning, and without utilization of corrective discipline established in this Article, if the

University or its representatives, determine, based upon the preponderance of evidence, that the employee is guilty of gross misconduct, serious negligence, insubordination, sabotage, theft, assault upon another employee or a supervisor, or the commission of any act or acts which constitute a felony under state or federal law. The above provisions are subject to the grievance procedure and arbitration.

46. Corrective Discipline. Except as provided in paragraph 46 of this Agreement, the University recognizes the objective of corrective discipline for employees. The corrective procedure may result in the suspension or discharge of an employee if the progressive severity of the disciplinary actions taken by supervision does not bring about the desired response from the employee. The above provisions are subject to the grievance procedure and arbitration.
47. Check Out. Employees who resign or have their employment terminated must "check out" with the Chief of Police or his/her designee. All issued equipment, library books, and other University property must be properly turned in prior to leaving. Cost incurred by the University as a result of failure of an employee to properly clear accounts will be borne by the former employee.

## ARTICLE XI

### NO WORK OR BUSINESS INTERRUPTION

48. Joint Responsibility. During the term of this Agreement neither the Union nor its officers, members, agents, or representatives shall instigate, encourage, authorize, promote, or participate in any strike, work stoppage, work interruption, work interference, slow-down, or any other form of concerted action by its bargaining unit members which would violate Act 336 of Public Acts of 1947 as amended. Nor shall the members of this unit honor any picket line set up by another group or union. The University will have the absolute and unreviewable right to discharge or otherwise discipline any employee who violates any of the prohibitions set forth in this paragraph. However, the issues of fact as to whether an employee violated any of the provisions of this paragraph and as to whether the University has acted in a discriminatory fashion with regard to discipline or discharge of employees for such breaches will be subject to the provisions of Article IX, Grievance Procedure.
49. Union Obligation. In the event the University decides that certain employees' conduct constitutes a violation of paragraph 49 and notifies the Union of such determination the Union will forthwith issue a public statement directing each employee to cease such conduct. If the Union complies with the terms of this paragraph it shall not be liable for any violation of paragraph 48 by the employees.
50. No Lockout. There shall be no lockout by the University during the term of this Agreement.

## ARTICLE XII

### WORKING HOURS

51. Normal Work Day. A scheduled workday for an employee will be eight or twelve consecutive work hours including a one-half hour lunch period. Twelve-hour shifts shall not apply to special assignments within the OUPD.
- a. A workday will start at 7:00 AM of that day; e.g., May 22, 2021 will start at 7am. Day shift will run from 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM for night shift.
52. Return to 8-hour shifts: The parties agree that OUCOAM or OUPD Command can transition from 12-hour shifts back to 8-hour shifts for any reason along with a 60-day notice. If a return to 8-hour shifts occurs, see *Article XXXII: 8-hour Addendum* for 8-hour contract language and definitions.
53. Platoons: OUPD personnel will be divided into 4 even platoons, two platoons assigned to day shift, 2 platoons assigned to night shift.
54. Normal Pay Period. A normal pay period will consist of seven (7), twelve (12) hour days separated by two (2) to three (3) leave days. E.g., Work two days, off two days, work three days, off two days, work two days, off three days.
- a. 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.
55. Work Schedules. The work schedule shall be posted a minimum of twenty-eight (28) days prior to the beginning of the next month's shift. Once the schedule is posted there shall be no change in the work schedule for the purpose of covering any department member's vacation leave, illness leave of a non-bargaining unit member, or training of a non-bargaining unit member, without mutual agreement between the affected employee and the employer.
56. Layover. An employee will be scheduled to have a twelve-hour layover period between shift assignments, provided however, that an employee's assignment may be changed in order to accommodate a scheduled shift rotation or training assignment. E.g., a Platoon A night shift Sergeant's rotation to a Platoon B day shift. Further, nothing contained herein shall prohibit the scheduling of assignments such as court time and overtime for which overtime compensation is payable during a layover period.
57. Further, nothing contained herein shall prohibit the scheduling of assignments such as court time and overtime for which overtime compensation is payable.

- a. **Maximum Hours.** The maximum hours worked in a 24-hour period will be 18 hours. After working eighteen (18) consecutive hours, all members shall have a minimum of six (6) hours off prior to return to work.

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

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

**B. Shift Rotations.** Shift rotations shall be selected in six-month blocks for twelve-hour shifts. Shift selection will be at least 60 days prior to the beginning of the next shift assignment period. The employer will post its personnel requirements for each shift. The employer will post a copy of the seniority list. Shifts will be selected by seniority. 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. Upon request of members, the Chief of Police or his/her designee may consider voluntary trades of shift assignments mutually agreed upon by bargaining unit members.

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

61. **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.

62. Training. Off-site Training that is scheduled to be eight (8) hours in length or more will count as a scheduled workday. OUPD in-house training that is 8 hours in length will only count as 8 hours worked.
- a. To offset the four-hour shortage, members may:
  - b. Return to work and finish the remaining 4 hours
  - c. Cover the 4 hours with vacation, personal, or comp hours
  - d. Choose that day as their 8-hour day for the pay period, pending supervisory approval

## ARTICLE XIII

### SALARY ADMINISTRATION

63. Annual Salary. An employee shall be paid for time worked on the basis of an annual salary and shall be subject to such payroll deductions that are required by the provisions of this Agreement or authorized by law.
64. Salary Increases. Effective July 1, 2020, the annual salary shall be \$74,791.06 for all employees represented by the bargaining unit and on active duty or on authorized paid leave.

#### A. SERGEANTS ACTING IN A FIELD TRAINING CAPACITY.

A sergeant who is a certified Field Training Officer, and is officially acting in that capacity during any eight (8) hour shift, shall receive 1.5 hours overtime pay for that shift and 2.5 hours overtime pay for a twelve (12) hour shift.

65. Overtime Compensation. An employee's hourly rate for work required by the Chief of Police exceeding a normal work day or pay period or for work performed on a holiday shall be one and one-half times the regular hourly rate of the annual salary. If the employee and the Chief of Police (or his/her designee) agree, overtime compensation may be in the form of compensatory time which shall be granted at the rate of one and one-half hours of compensatory time for one hour worked. Upon ratification, members who are currently in excess of one hundred and twenty (120) hours of total compensatory time may bank up to one hundred and sixty (160) hours of compensatory time and members who are under one hundred and twenty (120) hours of compensatory time may bank up to eighty (80) hours of compensatory time that shall carry over from year to year. On June 30 of each year, accrued compensatory time shall be converted to pay.
66. Computation of Overtime Work. Compensation for authorized overtime work will be computed in one-quarter (1/4) hours as follows:
- a) 1 to 15 minutes overtime ..... pay for 1/4 hour
  - b) 16 to 30 minutes overtime ..... pay for 1/2 hour
  - c) 31 to 45 minutes overtime ..... pay for 3/4 hour
  - d) 46 to 60 minutes overtime ..... pay for 1 hour

67. Pyramiding and Compounding. Except as specifically otherwise provided in this Agreement, neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one type of compensation or compensation rate would otherwise apply to the same work only the higher rate will apply.
68. Overtime Equalization. The University shall, without regard to overtime equalization, make overtime work assignments to its employees in order to meet the operational requirements of the University. The University shall, however, in general offer overtime opportunities to the most senior employee and then, in descending seniority order, to the remaining sergeants. If there are no volunteers for the overtime assignment, the employee lowest in overtime hours shall be assigned the overtime. It is nonetheless understood that the University may select particular individuals for special details, special investigations, staff assignments, surveillances, and tactical police emergencies. It is also understood that "call-in" overtime assignments or "hold-over" overtime assignments contiguous with the employee's shift of four (4) hours or less shall be exempt from the above-described procedure (which provides preference by seniority).
- The Department will endeavor to routinely and whenever practicable assign mandatory overtime for "non-supervisory" patrol and/or dispatch positions to police officers and dispatchers (when applicable) prior to the assignment of a Sergeant.
- However, it is recognized that unusual or extenuating circumstances may require the occasional assignment of a Sergeant to mandatory overtime for the above positions contrary to the general policy.
- Nothing herein shall prevent Sergeants from volunteering for a non-supervisory assignment and such assignments being made so long as all contractual stipulations are met.
69. 8-hour day. Should the 8-hour day result in overtime, and cannot be moved to a day later on in the pay period, the individual scheduled for the 8-hour day has first right to the overtime hours, not to exceed 4 hours.
70. Call-in Pay. An employee reporting for duty at the Chief of Police's direction which comes before or after and is not contiguous with his/her regularly scheduled shift will receive a minimum of four (4) hours pay at the overtime salary rate.
71. Court Time. An employee reporting for duty for "court time" at the University's direction during his/her scheduled day off or outside his/her scheduled shift will be paid a minimum of four (4) hours pay at the overtime rate, and will receive such overtime for all hours actually spent on such assignment which exceeded two hours. "Court time" is defined as all time spent appearing in court or securing required

warrants or other necessary papers, and an approved amount of time for travel from the University to court and return there from.

72. Stand-By Time. An employee who is notified by the Chief of Police that he/she is assigned on "stand-by" during his/her scheduled off duty hours shall be paid at the overtime compensation rate for all periods said employee is required to "stand-by".
73. Other Court Time. Other leave for court related activities are set forth in paragraph 95 of this Agreement.

## ARTICLE XIV

### HOLIDAYS

74. Paid Holidays. The following days will be observed as holidays with pay: Thanksgiving Day and the day following Thanksgiving; Christmas Day and the day preceding; New Year's Day and the day preceding; Easter; Memorial Day; Independence Day; and Labor Day.
75. Holiday selection. Holidays are chosen by University Seniority. Therefore, since Sergeants now fall into seniority, Sergeants could be forced to work holidays.
76. Holiday minimum staffing. 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 staffing. 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.
77. Holiday Pay. 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.
78. Forfeiture of Holiday Pay. An employee who is absent without approval on his/her scheduled work day immediately preceding or immediately following a paid holiday, will forfeit the holiday pay.
79. Combining Additional Leave with Holidays. Personal leave and/or vacation leave may be used in conjunction with paid holidays providing such leave has been approved in advance by the Chief of Police or his/her designee. Failure to return on schedule will result in forfeiture of holiday pay.



ARTICLE XV

LEAVE ADMINISTRATION

80. Leave Authorization. Absence from work with full pay and benefits, or with no pay and no benefits, is authorized under various conditions outlined below. Except in the case of a bona fide emergency, advance approval from the Chief of Police or his/her designee is required. If the Chief of Police or his/her designee is not contacted during the first hour of a regular work schedule, an employee may be considered as on an unauthorized absence and carried in a non-pay status. If an employee fails to return to work upon the expiration of an authorized leave of absence, such action will be considered a resignation and all rights and benefits are terminated unless the employee has an excuse acceptable to the University. Authorized Days Off: Sick, Vacation, Personal, and Comp days will be based on scheduled days off.

ARTICLE XVI

VACATION TIME

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

Length of Regular Full-time University Service	Estimated Vacation Hours Earned Per Year	Actual Vacation Hours Earned Per Pay Period
0 to 4.0 years	120 hours	4.62
4.0 to 9.0 years	152 hours	5.85
9.0 to 14.0 years	168 hours	6.46
14.0 years and over	200 hours	7.69

82. Accrual. Vacation time accrues on the last day of the pay period for which the employee receives pay. No employee shall be eligible to utilize vacation accruals during the first six (6) months of University employment and in the event of termination for any reason during said six (6) month period, accrued vacation time shall be forfeited in its entirety. Vacation time does not accrue while the employee is receiving short term disability (STD) payments or long disability (LTD) payments.

83. Increments. Vacation time may be scheduled in any time increment desired as long as the employee receives the prior approval of the Chief of Police or his/her designee. Vacation time may be used in conjunction with official travel, or paid holidays falling at the beginning, end or during a period of vacation time.

Notwithstanding the above, the Chief of Police or his/her designee shall not be required to schedule vacation for more than one employee at a time.

A procedure will be established such that members of the bargaining unit may apply by seniority to schedule up to one-half (rounded up to the nearest whole week) of their annual vacation accrual during a selection period occurring prior to January 31st each year. The request shall be for the use of vacation time prior to the end of that calendar year. The Department's response to these requests will be posted no later than February 15th. The remaining available vacation time of each individual may be applied for on a first come first served basis throughout the course of a year. Approval will not be unreasonably denied. However, the Chief of Police or his/her designee maintains the right to deny and/or cancel vacation time if justified by a bona fide emergency. However, if an approved vacation is cancelled by the Department with less than 31 calendar days' notice and there are expenses that are not recoverable by the employee (such as airline tickets, room charges, etc.) the University shall reimburse the employee for such costs.

84. Submission: 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. Requests with the same date of submission will be approved based upon seniority.
85. Approval: Vacation requests shall be approved 60 days prior to the beginning of the month that the vacation starts. For example if an OUCOAM 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>.
86. Accrual Balances. Vacation time balances may be carried forward from year to year and accumulated to a total equivalent of one and one-half times the employee's current annual allocation. Individual vacation time records will be maintained and reports of unused balances will be reported on the employee's pay stubs.
87. Vacation Time Which Cannot Be Utilized Before the Maximum Accumulation would be Exceeded. No employee may accumulate vacation time beyond the amount of vacation hours which the employee earns in an eighteen (18) month period. In the event an employee has accumulated vacation hours in excess of the amount accruing in a fifteen (15) month period, the employee shall, upon written request to his/her immediate supervisor, be granted vacation time within ninety (90) calendar days of said request, of sufficient duration to assure that said employee will not "lose" earned vacation benefits. If such time is not granted to an extent necessary to assure no loss of vacation benefits, said employee shall be paid at his/her regular rate for each day of vacation which would be accumulated but for the eighteen (18) month limitation provided herein.

88. Termination. 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 the employee is in good standing and provides a minimum of two weeks' notice of voluntary termination or retirement. In the event of death, payment will be made to the beneficiary designated in writing to the Benefit and Compensation Services Office or if such employee has not designated such beneficiary, to his/her estate.

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

## ARTICLE XVII

### SICK TIME

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

91. Illness Certification. Any employee who is on a sick leave for more than five (5) consecutive working days will provide certification from his/her physician attesting to his/her ability to return to work.

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

The employee shall have the right to appeal the findings of the examination in either of the two instances described above by submitting findings from a medical doctor of his/her choice at his/her expense. (See paragraph 115.)

93. Sick Time Accrual. Sick time accrues to a regular full-time employee at the rate of one-half day for every two weeks. The maximum accumulation is eighty (80) days (640 hours). Sick time does not accrue while the employee is receiving short term disability (STD) payments or long-term disability (LTD) payments.

94. Sick Time Use. Sick time may be used in increments of one (1) hour or more for bona fide personal illness, disability, medical or dental treatment and for acute and

serious personal illness of a husband, wife, son, daughter (natural or adopted or step), Other Qualified Adult and Dependent Children of an Other Qualified Adult who is a member of the employee's household which requires the employee to provide care to said person during the employee's work schedule. (Required to provide care means that no other arrangements are possible.) When there is excessive use of sick -time as determined by the Chief of Police or his/her designee, the Chief of Police or his/her designee may require a physician's statement verifying the sick time usage.

95. Sick Time Holiday. An employee who is using sick time during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged a day of sick time.
96. Sick Time Records. The University will maintain individual sick time records.
97. Non-Payment of Sick Time Unused sick time is not paid on termination, retirement, or death of the employee; nor may it be used during a terminal vacation period.
98. Excessive Absenteeism Policy. This program and these standards address the issue of excessive absenteeism:
  - a. 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 (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 in a sliding 12 month period shall generally be viewed as excessive.
  - b. In determining whether corrective disciplinary steps as outlined in Article X shall be taken with regard to an individual who has exceeded the thresholds outlined above, the Employer will consider extraordinary and mitigating circumstances, such as extended illness or disability.
  - c. 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 XVIII

### PERSONAL LEAVE

99. Personal Leave Days. Four (4) personal leave days (48 hours) are authorized each year on July 1 to an employee for the purpose of personal business.
100. Employment Date. Personal days for new hires (i.e., new to regular university employment) will be provided in accordance with their employment date as follows:

If Employed	Number of Hours
July through December	48
January through March	24
April through May	12
June	0

101. Personal Leave: Additional Hours. In addition to the personal leave entitlement specified in paragraph 90, an employee who does not consume any accumulated sick leave during the employer's fiscal year shall be entitled to eight (8) hours of additional personal leave to be consumed as specified in paragraph 93. Such additional personal leave entitlement shall be calculated at the beginning of the employer's fiscal year and shall be determined over the period of the previous fiscal year.
102. Personal Leave Use. Subject to the specific approval of the Chief of Police or his/her designee, personal leave may be used in increments of not less than two (2) hours, may be used in conjunction with other forms of leave authorized or may be used in conjunction with official travel. Personal leave balances may not under any circumstances be used during a termination notice period and will not be paid upon termination.

## ARTICLE XIX

### OTHER LEAVES

103. Education Leave: Veterans. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their service, but not to exceed two (2) years, without pay, in order to attend school full time under applicable federal laws in effect on the date of this provision.
104. Jury and Witness Service Leave. An employee will be excused from work without loss of pay for required jury duty or to testify pursuant to a subpoena. The employee shall provide the University a written statement from the court showing the days served in a jury or witness capacity and fees received. The employee will arrange to refund to the University a sum equal to that amount received, except allowances for meals and travel. Pay for court appearance shall not apply if the employee is a party to the legal action, unless the employee is the defendant in an action arising from, or related to, work responsibilities.
105. Armed Forces Leave. Employees who are members of recognized federal or state armed forces organizations are allowed fifteen (15) days excused absence without loss of pay when ordered to active duty for training. Additional absences will

be authorized if an employee is ordered to active duty in domestic emergencies, up to ten (10) days in a calendar year.

106. Armed Forces: Leave Certification. 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 the appropriate section from the perforated sheet which the employee receives from the military service at least ninety (90) days before the scheduled leave is to take effect. In any event, an employee must submit, within ten (10) days of returning to work, appropriate orders, or other documentation, through the Chief of Police or his/her designee to the Human Resources Department.
107. Excess Leave. Time absent in excess of that served in an active armed forces status will be charged to vacation leave, or when vacation leave is exhausted, to leave without pay. The provisions of paragraph 33 (d) shall apply in the instance of failure to return to work on schedule from Armed Forces Leave.
108. Restitution to the University. The employee will make arrangements with the Payroll Office to refund to the University, a sum equal to the base pay received while on active duty or the University salary for the active duty period, whichever is less.
109. Funeral Leave. If a death occurs in an employee's immediate family, the employee will be allowed funeral leave, up to a total of four (4) (32 hours) scheduled working days from the date of the death until the day after the funeral, without loss of pay to make necessary arrangements to attend the funeral. In the event of a death of the employee's spouse, child, Other Qualified Adult or dependent children of Other Qualified Adults, the employee will be granted at his/her request five (5) days (40 hours) of unpaid personal leave.
110. Immediate Family. The immediate family will be defined as including: wife or husband, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, half-brother, half-sister and Other Qualified Adult and Dependent Children of an Other Qualified Adult. The University and the Union 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 University'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 University'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.

111. Additional Funeral Leave. In case of death of an employee's aunt, uncle, nephew, niece, or cousin, and if the employee does attend the relative's funeral, funeral leave for the day of the funeral will be granted.
112. Personal Leave of Absence Without Pay. Absence from work in a non-pay status for personal reasons may be requested. Reasons may include, but are not limited to: personal business, travel, and education. Requests must be presented in writing to the Chief of Police or his/her designee and the Chief of Police or his/her designee may in his/her sole discretion grant such leave on such terms and conditions, as he/she deems appropriate.
113. Length of Personal Leave. A leave of absence, not to exceed three (3) months, but which can be extended to one (1) year including any vacation leave and personal leave day balances may, in the sole discretion of the Chief of Police or his/her designee, be granted. Insured benefits such as health insurance and accrued benefits such as vacation leave will be provided only for the period of absence that the employee is in a paid leave status. The employee must make arrangements with the Benefit and Compensation Services Office of the Human Resources Department if continuation of insured benefits is desired. Periods of non-pay status of ninety (90) days or more will result in adjustment to the employment anniversary and seniority dates to reflect the period of time such employee is in such status.
114. Notification to Return. An employee must notify the Chief of Police and the Benefit and Compensation Services Office in Human Resources at least thirty (30) days prior to the expiration date of an extended authorized absence (90 days or

more) of his/her availability and intention to return to work. The employee will be entitled to the position he/she previously occupied only if it is still vacant.

## ARTICLE XX

### DUTY RELATED DISABILITY

115. If an employee is injured while on official duty and while actively engaged in the preservation of life and property or while performing his/her normal duties (ref. Section 6, OUPD Firearms Policy Statement dated 08/08/03 and as revised, the University shall continue to pay the employee's full salary and benefits until the employee is able to return to work or for a period of twelve (12) months whichever is less. The sums to be paid hereunder by the University shall be reduced by any benefits received by the employee pursuant to any long or short term disability policy covering such disability, by workers compensation coverage or by any other insurance or benefit plan provided to the employee by the University. No employee shall be entitled to receive greater salary or benefits from the University during any period of such disability than he/she would have received during the same period had he/she been actively at work.

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

The Chief of Police or his/her designee shall have the right to create light duty work 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. The Chief of Police or his/her designee will also take into account the individual's ability to reasonably get to and from work during the period of disability.

## ARTICLE XXI

### NON-DUTY RELATED DISABILITY

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

The Chief of Police or his/her designee shall have the right to create light duty work 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.

The Chief of Police or his/her designee will also take into account the individual's ability to reasonably get to and from work during the period of disability.

117. Length of Leave: Benefits. If the employee anticipates a disability will exceed his/her paid leave period, the employee or an authorized representative should contact the Benefit and Compensation Services Office of the Human Resources Department to arrange a continuation, if desired, of insured benefits which are available at the expense of the employee.
118. Notification to Return. An employee on disability leave must advise the Chief of Police or his/her designee and the Benefit and Compensation Services Office of the Human Resources Department thirty (30) days in advance of the date he/she desires to return to work. Arrangements will be made with the University's physician to verify the employee's fitness to return to work without hazard to himself/herself or to other employees in the department.
119. Position Availability. If the employee is certified as able to return to work from a disability leave by an acceptable medical authority within the 130-day period, the employee will be returned to the position he/she previously occupied. A written request to hold a position beyond 130 working days will be considered by the University and will be granted if the O.U. Police Department determines that the Department can function adequately for this extended period of time without filling the position. In no event will a position be held for an employee for longer than a total of one (1) year.
120. Maximum Paid Absence. The total number of days of any paid leave by reason of disability, including the period covered by workers compensation, may not exceed 130 working days inclusive of holidays. Employees who will be unable to return to work within that period should contact the Benefit and Compensation Services Office of the Human Resources Department not later than the end of the third month of absence for assistance in making a claim under the Long Term Disability Plan.

## ARTICLE XXII

### FMLA

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

provisions shall be coordinated in accordance with procedures adopted by the University consistent with the FMLA.

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

### ARTICLE XXIII

#### MEDICAL DISPUTES

122. In the event a medical dispute between the University's physician and the employee's physician involving an employee's ability to perform his/her job duties and if the employee is not satisfied with the determination of the University's physician, at the request of the Union the University's physician and the employee's physician shall attempt to agree upon a third medical doctor to resolve the dispute. The third medical doctor would submit a report to the University and the employee, and the decision of this third doctor would be binding on both parties. If the University's doctor and the employee's doctor cannot agree on a third doctor, the examination will be performed at Henry Ford Hospital or William Beaumont Hospital (Royal Oak) and the results of the examination will be binding on both parties. The University and the employee shall share the costs of the examination by an agreed-upon third medical doctor or an examination at Henry Ford Hospital or William Beaumont Hospital equally.

### ARTICLE XXIV

#### GROUP INSURANCE BENEFITS

123. Medical Coverage. The University will provide health insurance plans as described in subparagraphs 116 1A and 116 1B below for all full-time and part-time Bargaining Unit employees who work a minimum of twenty (20) hours a week. An employee who is covered under some other health insurance plan should not enroll in any of these plans. The University will contribute towards the premium under the terms set forth in paragraph 116; however, the employee must complete an application within thirty (30) days of employment. Insurance will become effective the 1st of the month following 30 days of employment. Medical insurance shall be provided as agreed to by the University and the Union and coverage information will be on file in Human Resources.

Any of the insured health and welfare benefit plans sponsored by Oakland University may be modified during the period of this agreement if changes are mandated by the insurance carriers or health maintenance organizations (HMO). If changes are mandated, the University will communicate the changes to the Bargaining Unit and

the members. Should the University substitute one carrier for another, any substitution shall provide equivalent coverage.

124. 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). Effective January 1, 2021, a monthly contribution equal to ninety percent (90%) will be made. 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 quits, 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).

If a program of national health care coverage becomes available, Oakland shall be required to pay no more toward national health insurance and the health care coverage described under this Article than it has agreed to pay in this paragraph 107. If any plan is likely to be deemed a "Cadillac Plan" under the Affordable Care Act as of January 1, 2020, then that plan will no longer be offered by Oakland as of January 1, 2020.

116 1A. PPO Option

One plan is available for participation: the PPO Plan.

Medical insurance shall be provided as agreed to by the University and the Union. Coverage information will be on file in Human Resources and provided by 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.

116 1B. Health Maintenance Organizations.

The University may offer up to three federally qualified Health Maintenance Organization (HMO) plans to active employees as an alternative to the PPO

medical plans in paragraph 116 1A above. Additional federally qualified HMO plans may be added or replaced by the University as alternatives as they become available.

Information about Plan benefits and open enrollment periods may be obtained from the University's Benefit and Compensation Services Office and additional information will be provided by the medical carriers. Any employee enrolled in one of the HMO offerings shall not be eligible for benefits set forth in paragraph 116 1A.

125. The hospital-medical plans set forth above shall be offered with University 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 (31<sup>st</sup>) day after he/she was hired in order to have the medical coverage with University contribution towards payment of the monthly premium go into effect after the first of the month following 30 days of employment.
- (3) The employee need not have medical coverage before the coverage with University contribution towards the monthly premium is provided, but if he/she does want the coverage, he/she must pay the full premium costs.
- (4) Provided that the employee signed up for the benefit before the thirty first (31<sup>st</sup>) day after he/she was hired, the medical coverage with University 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 (31<sup>st</sup>) 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.

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 University. Employees who elect to opt out of the health insurance coverage shall be paid \$1,000 per year by the University.

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.

126. Premium Conversion. As permitted by law, the Employer shall establish a pre-tax medical insurance plan. Deductions for medical insurance coverage will be taken on a pre-tax basis.

#### OPTICAL PLAN

127. The University 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 University 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.

The University shall pay the full cost per year to provide this coverage for each enrolled employee and their eligible dependents for the duration of this contract. Additionally, Plan A offers a MD rider for certain subsidized services from a panel of licensed ophthalmologists. Retirees as defined in paragraph 129, and his/her spouse may participate in either retiree group optical plan at their own cost provided that 1) Arrangements are made to pay premiums to the Benefits & Compensation Services Office and premium payments are made in a timely manner; 2) Participation in the plan continues when active employment ceases (no lapse in participation in the plan).

#### DENTAL INSURANCE

128. The University will provide a comprehensive dental insurance plan for all full-time 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 following 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.

The University shall pay the full cost of such insurance. Dental insurance shall be provided as agreed to by the University and the Union. Coverage information will be on file in Human Resources. Retirees as defined in paragraph 129, and his/her spouse may participate in the retiree group dental plan at their own cost provided that 1) Arrangements are made to pay premiums to the Benefits and Compensation Services Office and premium payments are made in a timely manner; 2) Participation in the plan continues when active employment ceases (no lapse in participation in the plan).

### LIFE INSURANCE

129. 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 \$250,000.00. 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%.
130. 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 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 the January, 2003, Open Enrollment period 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.

131. Accidental Death and Dismemberment Insurance. The University will make available optional accidental death and dismemberment insurance coverage, for the permanent employees and their dependents working a minimum 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 days of employment or during an annual open enrollment period. Premiums must be paid by the employee through payroll deduction.

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

### DISABILITY INSURANCE

133. Short-Term Sickness and Accident Insurance. The Employer shall provide short-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 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, or a disabling condition. (An extended non-paid leave is a leave which is in excess of one week.) Disability benefits may commence after the employee has been disabled for thirty (30) calendar days, but no earlier than the thirty-first (31st) day of disability, and may continue to be paid for the duration of the disability for up to twenty-two (22) weeks or until the employee becomes eligible for long-term disability benefits, whichever first occurs. The employee 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 University shall pay the full cost of such insurance. If the Chief of Police or his/her designee elects to have the individual perform light duty work, such light duty work will not result in the individual having to meet a second qualifying period for STD or LTD eligibility.

134. Long-Term Disability Insurance. The Employer shall provide long term disability insurance to each employee who is regularly scheduled to work a minimum of thirty (30) 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 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.

A monthly annuity premium benefit equal to the Employer's contribution and the employee's required contribution to the retirement plan (paragraph 129) not to exceed thirteen percent (13%) of the employee's base monthly wage.

The University shall pay the full cost of such insurance.

135. Medical Spending (Health Care Reimbursement) Account Match. Each year the University 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:

Each January 1 \$100.00, if the individual contributes \$100.00 through \$124.00 to his/her plan. \$125.00, if the individual contributes \$125.00 through \$174.00 to his/her plan. \$175.00 if the individual contributes \$175.00 or more to his/her plan.

## ARTICLE XXV

### RETIREMENT BENEFITS

136. The University shall provide all employees who have completed one (1) or more years of service the option of participating in the Multiple Option Retirement Program. Employees may enroll in the program any time after completing one (1) or more years of full-time service. University contribution will not commence until enrollment has occurred.

Oakland will sponsor defined contribution retirement plan(s) providing for: (i) employer contributions as provided in this Agreement; and (ii) participant elective deferrals up to the maximum allowed by law. The plan(s) will include multiple participant investment options spanning the risk spectrum. Oakland will provide the Association with at least thirty (30) days' prior written notice of any proposed changes to one or more of the plans. In addition, the Investment Committee will invite the Association to meet with the Committee at least once each calendar year.

137. For employees hired prior to January 1, 2018, the University shall contribute thirteen percent (13%) of each participating employee's base salary on a pay period basis. The University's contribution and any employee contributions are fully vested and the dollar value is based on entry date, earnings, and years of participation, coupled with interest and earnings experience of the vehicle selected. The University does not guarantee a return of principle or earnings on investments.

For employees hired on or after January 1, 2018, the following contribution levels will apply:

- a) If the employee contributes zero percent (0%) of base pay, the University will make a ten percent (10%) of base pay contribution;
- b) If the employee contributes three percent (3%) of base pay, the University will make a thirteen percent (13%) of base pay contribution.



138. Retirement Eligibility Status. Normal retirement for an employee shall occur at age sixty-five (65) with fifteen (15) years of service. An employee, to be eligible for earlier retirement, must meet one of the following conditions:
- a) Have attained age sixty-two (62) and attained fifteen (15) years of full-time active service, or
  - b) Have completed twenty-five (25) years of full-time active service regardless of age.
139. Hospital-Medical Insurance for Retirees. Eligibility for coverage at age 65 at the University expense as outlined below or for coverage between age 55 and 65 supported by the Early Retirement fund depends upon continued participation in the group hospital medical plan following termination from active service. An individual who satisfies the retirement eligibility status set forth in Paragraph 129 and has not yet attained age sixty-five (65) may continue to participate in a University group health plan after retirement but shall be liable for the monthly premium except as described below regarding an early retiree medical fund. A retiree who has attained age sixty-five (65) and has at least fifteen (15) years of full-time active service is eligible for hospital-medical insurance to supplement Medicare Parts A and B if the retiree had continuously remained in a University group health plan after retirement.

For Sergeants who retire on or before 12/31/06 the University's monthly premium contribution toward Medicare complementary shall be \$329.82 for single party coverage plus 4% in future years. For Sergeants who retire between 01/01/2007 and 12/31/2007 the University's monthly premium contribution shall be \$343.02 for single party coverage plus 4% in future years. For Sergeants who retire on or after 01/01/08 the University's monthly premium contribution toward Medicare complementary shall be \$343.02 for single party coverage and 0% increase in future years.

Additionally the retiree's spouse is eligible for continued coverage (supplemental to Medicare if the spouse is age sixty-five (65) or older or continued coverage under a university group medical plan for those not eligible for Medicare). The University's monthly contribution for the premiums for spousal coverage shall be as follows: (a) if the plan is Medicare complementary coverage, the university contribution shall be the same as for the retiree; (b) if the coverage is for a spouse under age sixty-five (65), the University contribution shall be limited to the amount contributed by the University for single coverage in that same group health plan for active employees.

For Sergeants who retire on or before 12/31/06 the University's monthly premium contribution toward Medicare complementary shall be \$659.62 for two party coverage plus 4% in future years. For Sergeants who retiree between 01/01/2007 and 12/31/2007 the University's monthly premium contribution shall be \$686.00 for two party coverage plus 4% in future years. For Sergeants who retire on or after 01/01/08 the University's monthly premium contribution toward Medicare complementary shall be \$686.00 for two party coverage and 0% increase in future

years. Any premium costs for hospital-medical coverage beyond the University contribution or the Medicare Complementary Premium Fund as described below shall be the responsibility of the retiree or the retiree's surviving spouse who shall be required to make arrangements with the Oakland University Benefit and Compensation Services Office to pay for such monthly premium costs. Continued premium contributions from the University are subject to timely monthly payments from the retiree or surviving spouse of amounts beyond the University contribution.

- a) Medicare Complementary Premium Fund. Effective July 1, 2006, the University established and funded a fund from which age 65 or older individual official retirees (i.e., individuals who have satisfied the age and service requirements of paragraph 129), and their Medicare eligible spouses shall receive a monetary benefit to be applied to the retiree's share of the monthly premium cost for Medicare Complementary Coverage as long as there are monies in the fund. Access to this fund is restricted to those retirees who were actively employed Sergeants as of July 1, 2005. The University's annual lump sum contributions to the Medicare Complementary Premium Fund will cease with the July 2008 lump sum contribution of \$2,000. No future lump sum contributions will be made by the University. The University will continue to pay the average 91-day United States Treasury Bill rate semi-annually on the average balance in the fund. The University may pay additional distribution, at its discretion if the actual earnings of the fund exceed the average 91-day United States Treasury Bill rate. Amounts not used in one calendar year shall be carried forward to the next calendar year. The benefit amount shall be the retiree's full share of the monthly premium cost for the least cost HMO. However, under no circumstance shall the benefit amount exceed \$200.00 per month for any retiree and his/her Medicare eligible spouse. Benefits will not be paid when the fund drops below an amount required to provide the full monthly benefit amount for each eligible retiree who has made a timely request.

Any employee hired or promoted to the rank of Sergeant on or after July 1, 2005 and his/her Medicare eligible spouse will be eligible for Medicare complementary coverage through a University group health plan at the retiree's cost.

- b) Early Retirement Fund. Effective July 1, 2000, the University established and funded a fund from which monthly premium costs of group health coverage shall be paid for a retired Sergeant and his/her spouse who meets these criteria, as long as there are monies in the fund:
- (1) satisfies the definition of an official retiree as set forth in Paragraph 129,
  - (2) retires from a Sergeant position,
  - (3) retires after July 1, 2000,

- (4) has attained at least age 55 and if ages 55 through 59 officially retires due to a bona-fide serious disease or disability that permanently prevents their return to work as an Oakland University Police Sergeant, or, has attained at least age 60 and officially retires at ages 60 through 64
- (5) will require at least ten (10) uninterrupted years as a Sergeant at Oakland University.

The benefit amount for the foregoing age 55 through 59 Sergeants who officially retire due to a bona-fide serious disease or disability shall be the retiree's full share of the monthly medical premium cost for the lowest cost HMO; provided however, that under no circumstance shall the benefit amount exceed \$700.00 per month for any such retiree and his/her spouse. The benefit amount for the foregoing age 60 through 64 Sergeants who officially retire shall be the full monthly medical premium cost for the lowest cost HMO, for any retiree and his/her spouse, i.e., the same cost the University contributes for the applicable one or two person coverage. The University's annual contribution to the Early Retirement Fund will be \$10,788.00. The University will pay the average 91-day United States Treasury Bill rate semi-annually on the average balance in the fund. The University may pay additional distributions, at its discretion, if the actual earnings of the fund exceed the average 91-day United States Treasury Bill rate. 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 retirees only who qualify. In no event will premium payments from this fund exceed University contributions for active employees for like coverage. The retiree must make advance arrangements with the Benefit and Compensation Services Office to pay whatever premium costs for this coverage are not paid from the fund or the coverage will not be provided. Should the fund be dissolved for any reason, any remaining monies in the fund will be distributed to the payment of Sergeants' retiree medical cost until the monies run out.

140. Supplemental Retirement Annuities. The University shall provide all non-probationary employees the option of investing, at their expense, in supplemental retirement tax-deferred vehicles as identified in paragraph 128, subject to conditions established by the respective companies.

## ARTICLE XXVI

### TUITION ASSISTANCE

141. Tuition Assistance. Position related courses or tuition assistance 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 shall qualify for tuition reimbursement as provided below:

- a) The University will cover 100 percent (100%) of tuition costs at Oakland University. Cost of books, fees, travel and other expenses are not included.
- b) An employee must complete a Tuition Assistance 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. Applications are to be submitted during the established application period. 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. OUWB School of Medicine, EMBA, and CRNA courses are excluded.
- c) Tuition for approved course(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) Dependents, spouses, Other Qualified Adults and Dependent Children 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). Dependents, spouses and repayment guidelines as set in 133c above. Dependents as defined by 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. OUWB School of Medicine, EMBA, and CRNA courses are excluded.

## ARTICLE XXVII

### PROMOTION

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

## ARTICLE XXVIII

### EQUIPMENT

143. Uniforms and identification. The University will provide uniforms and duty related equipment worn with the uniform and appropriate employee identification items for the uniform in accordance with the established policy of the department. The University will also provide cleaning for employee uniforms.
144. Related Clothing. All employees will receive an increase to their base pay by \$213.00 per Sergeant to use for purchasing duty related clothing and equipment not supplied as part of the uniform. The timing of this change will be effective July 1, 2003.
145. Patrol Vehicles. Employees will be assigned a patrol vehicle from available patrol vehicles for use during their scheduled shift. Patrol vehicles will be maintained in accordance with the provisions of Article XXIX.

## ARTICLE XXIX

### HEALTH AND SAFETY

146. Safety Measures. The University will make reasonable provisions for the safety and health of its employees while they are on University property or in facilities used by them during the course of their employment. No employee shall be required to use any equipment which is in an unsafe condition to the extent that its use would cause or be reasonably likely to cause injury to the employee. All employees shall be required to use safety equipment at all times where such equipment is provided by the University.
147. Back-Up Support. The University will keep "back-up" support by commissioned personnel, available for prompt use at all times when any employee is on road patrol.

## ARTICLE XXX

### MISCELLANEOUS

148. Personal Data: Changes. Employees will be responsible for notifying the Chief of Police or his/her designee and the Benefit and Compensation Services Office of the Human Resources Department within five (5) working days of changes in name, address, telephone number, marital status, and number of dependents. If the employee fails to notify the Benefit and Compensation Services Office of these changes, the most recent information on file will be used.

149. Interest Succession. This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.
150. Agreement Construction. The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.
151. Union Bulletin Boards. The University will make a bulletin board area available for the use of its employees and the Union for the purpose of posting notices of the Union activities and official announcements. Such bulletin boards shall not be used for University announcements.
152. 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.
153. Total and Complete Bargaining. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically covered by this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
154. Separability. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be null and inoperative. In that event or in the event that neither party to this Agreement contests the effect of a federal or state law which causes any provisions of this Agreement to be unlawful, the parties shall meet for the purpose of rewriting directly affected provisions of this contract, and those provisions only. (An example of a law which might so affect current provisions is a law enacting a mandatory national health insurance plan.) However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.

## ARTICLE XXXI

### EFFECTIVE DATE AND DURATION

155. Effective Date and Duration. All provisions of this Agreement shall be effective on July 1, 2021, except where otherwise noted. This Agreement will remain in effect until 12:01 A.M. Eastern Daylight Savings Time on June 30, 2022, and from year to year thereafter, unless terminated as provided in paragraph 157.
156. Termination. Written notice to terminate may be made by either party not earlier than April 1 prior to the applicable termination date in paragraph 156 nor later than May 1 of that year. A written notice may be made in any subsequent year not earlier than April 1 nor later than May 1. The date on which the written notice is delivered to the other party shall be deemed to be the date of notice. Notice of intent to modify will be the equivalent of notice to terminate.

## ARTICLE XXXII

### 8 HOUR ADDENDUM

157. Normal Work Day. A scheduled workday for an employee will be eight (8) consecutive work hours including a one-half hour paid lunch period.
- a. A work day will consist of four shifts  
1st shift: 11:00 PM to 7:00 AM  
2nd Shift: 7:00 AM to 3:00 PM  
3rd shift: 3:00 PM to 11:00 PM.  
Swing Shift: 7:00 AM to 3:00 PM or 3:00 PM to 11:00 PM
  - b. (158b.) A work day will start at 11:00 PM on the day prior; For example, May 22<sup>nd</sup>, 2021 will start on May 21<sup>st</sup>, 2021 at 11PM
158. Normal Work Week. A scheduled work week for an employee on an eight hour schedule shall be five consecutive scheduled work days, provided however, that an employee may be scheduled to work additional consecutive work days without the payment of overtime compensation in order to accommodate a scheduled shift rotation.
- a. One Sergeant will work a “swing shift” which will consist of three 2<sup>nd</sup> shifts, and two 3<sup>rd</sup> shifts; determined by the leave days of the 2<sup>nd</sup> and 3<sup>rd</sup> shift Sergeants.
159. Maximum Hours. The maximum hours worked in a 24-hour period will be 16 hours. After working 16 hours, Management shall endeavor to allow for Sergeants to have a minimum of 8 hours off prior to return to work.
160. Layover. An employee will be scheduled to have a sixteen-hour layover period between shift assignments, provided however, that an employee’s assignment may be changed in order to accommodate a scheduled shift rotation or training assignment. 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.

161. Shift Rotations. Shift rotations shall be selected in four six-month blocks for eight-hour shifts. Shift selection will be at least 60 days prior to the beginning of the next shift assignment period. The employer will post its personnel requirements for each shift. The employer will post a copy of the seniority list. Shifts will be selected by seniority.
  - a. 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.
  
162. Shift Selection. Sergeants will be allowed to identify, at the time of monthly shift selection, two of their scheduled leave days in each four-month shift period as “red letter days” (defined in G.O. 79-08) subject to the following conditions and procedures:
  - a. No more than one sergeant may select a given day as a “red letter day.”
  - b. The University may preclude the selection of particular days as Red Letter Days (due to exceptional operational needs) by designating these days prior to the time of selection, as unavailable for such selection.
  - c. In the event of a bona fide emergency a “red letter day” may be voided.
  - d. When “Leave Day Selection Sheets” are distributed to Police Officers, the Sergeants will be advised of their leave days for the upcoming shift and shall be allowed to select their “red letter days.” These selections must be made in writing (to the supervisor) within ten (10) days of this distribution date. In the event of a conflict, the more senior employee will be given preference and the less senior employee will be afforded the opportunity to re-select a “red-letter day.”
  
163. Holidays. Sergeants will no longer choose Holidays.
  - a. Additional day off: If a holiday falls on an employee’s regular day off, an additional day off (Other Comp Time) with pay will be arranged between the Chief of Police or his/her designee and the employee.
  - b. Holiday Worked: An employee who is required to work on a holiday may be authorized a scheduled workday off without loss of pay. Such compensatory days off must be used prior to the following June 30. In the alternative, and at the discretion of the Chief of Police or his/her designee, the employee may have the lost holiday added to vacation or personal leave.
  
164. Additional Day Off. If a holiday falls on an employee's regular day off, an additional day off with pay will be arranged between the Chief of Police or his/her designee and the employee.
  
165. Holiday Worked. An employee who is required to work on a holiday may be authorized a scheduled work day off without loss of pay. Such compensatory days off must be used prior to the following June 30. In the alternative, and at the



discretion of the Chief of Police or his/her designee, the employee may have the lost holiday added to vacation or personal leave.

166. Personal Leave Days. Six (6) personal leave days will be authorized.

## LETTER OF AGREEMENT

### POLICE REFORM ACT

The University and Union recognize the potential for major changes in the field of Law Enforcement, with the introduction of police reform legislation, at both the Federal and State level. The parties agree that either the University or the Union, may request a special conference to bargain the effects, if any such legislation is passed. The topics of the conference will be limited to areas directly affected by the legislation.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

OAKLAND UNIVERSITY

COAM



Kay Armstrong (Oct 11, 2021 09:57 EDT)

Kay Armstrong

Director, Labor & Employee Relations

Human Resources

Date Oct 11, 2021



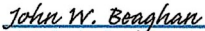
Bradley Beldo (Oct 11, 2021 14:55 EDT)

Bradley Beldo

President

COAM

Date Oct 11, 2021



John W. Beaghan (Oct 11, 2021 16:50 EDT)

John W. Beaghan

Vice President

Finance and Administration

Date Oct 11, 2021



John C. Graver (Oct 11, 2021 14:19 EDT)

John Graver

Business Agent

COAM

Date Oct 11, 2021

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