

**Oakland Community College
and
Police Officers Labor Council**

**Public Safety
Master Agreement**

October 29, 2015 – June 30, 2017

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OAKLAND COMMUNITY COLLEGE

AGREEMENT

This Agreement is made and entered into effective October 29, 2015 by and between Oakland Community College, hereinafter referred to as the "College" or "Employer," and the Police Officers Labor Council, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE AND INTENT

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

To these ends, the Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Unless manifestly incompatible with the intent expressed or with reasonable construction of such term, whenever any reference in this agreement is made to the singular term, it shall be deemed to encompass the plural term, and any reference to the masculine gender shall include the female gender, and vice versa.

ARTICLE 2 RECOGNITION

The Employer recognizes the Union as the exclusive representative to the extent required by Act 379 of the Michigan Public Acts of 1965 for the purpose of collective bargaining for all Public Safety Employees, excluding all lieutenants, supervisors and executives with respect to hours, wages, terms and conditions of employment, for the term of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- A. The Employer, on its own behalf and on behalf of the electors of the Community College District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States of America, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the College, its properties, its facilities and the activities of its employees, during the course of their employment.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees, all in accordance with the provisions of this Agreement.
 3. To relieve employees from duties because of lack of work or other legitimate reasons, all in accordance with the provisions of this Agreement.
 4. To determine the methods, means and personnel by which the operation of the College is to be conducted.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States of America.

ARTICLE 4 DUES DEDUCTION

- A. General. Consistent with the requirements of the Michigan Public Employment Relations Act (PERA), as amended, and in accordance with the terms of this Article, each employee in the unit covered by this Agreement has the choice of whether or not to become a Union member, pay dues, and participate in Union activities including voting on whether to ratify this Agreement. Financial support of the Union is not a condition of employment. For those employees who are Union members and wish to pay due via payroll deduction, the terms of this Article shall apply.
- B. Check-Off. The Employer agrees to deduct from the pay of each employee from whom it receives a signed authorization to do so, all Union dues. Notwithstanding any provision of this Agreement or any authorization form, each employee's authorization may be rescinded by the employee at any time, by written notice to the Employer's Human Resources Office and the Union. The rescission will be implemented within 30 days of the Employer's receipt of the notice. Should the employee wish to reactivate dues deductions under this Article, such a request will be processed in accordance with this Article upon receipt of a new authorization form signed by the employee.
- C. Deductions shall be made from the pay of the Employees for the first pay period ending in the calendar month. If the Employee has no pay coming for such pay period, such dues shall be deducted from his/her pay in subsequent pay periods in such calendar year.
- D. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union assumes full responsibility for the deductions so made, once they have been sent to the Union.
- E. The Employer agrees to respect the jurisdictional rules of the Union and shall not direct or require its employees or persons other than the Employees in the bargaining unit here involved, to perform work which is the recognized work of the Employees in said unit. The Employer also agrees that it will not direct or require Employees in the bargaining unit here involved to perform work which is the recognized job assignment as the work of Employees of other bargaining units. Exceptions to the above shall be by mutual agreement between the College and the Union.

ARTICLE 5 HOURS

- A. It is recognized that the requirements of administering a College make the setting of definite working hours impractical. The Employer shall have the right to fix, alter or change the work week, the work day, the number of hours of work, the shifts and the starting and ending time of each. These rights are not to be used to deprive regular employees of overtime.

- B. The regular work week of the employees shall be forty (40) hours consisting of five (5), consecutive eight (8) hour days with two (2) consecutive days off. This schedule will be used to provide a basis for calculating overtime only and not be construed as a guarantee of the number of hours per week or per day. The two (2) consecutive days off provision shall not apply when the employee voluntarily requests split days off. It is understood that voluntary requests for adjustment under this paragraph shall not result in overtime for time worked in excess of eight (8) hours.
- C. When the Administration determines that it is appropriate, Public Safety Officers may be assigned employment on a four-day schedule 40 hours, with a minimum of ten (10) hours daily. An employee assigned this schedule waives his/her rights to overtime pay except for hours worked in excess of ten (10) hours per day or forty (40) hours per week. For the purpose of computing absences, vacation, sick days, etc., actual hours of absence shall be reported.

Any time a work week is reduced by a holiday(s), the College may revert to a five-day schedule for that week.

- D. Time and one-half shall be paid for all time worked in excess of eight (8) hours in any one day, or forty (40) hours in the employee's regular work week. Any unworked holiday hours for which holiday pay is received, shall not be considered as a day worked for the purposes of computing the number of hours which an employee has worked for that work-week.
- E. Should an employee be assigned work for a Special Event in addition to his/her regular work schedule which necessitates at least a one (1) hour break in his/her normal work assignment, he/she will be paid for a minimum of four (4) hours at time and one-half.
- F. Should an employee be called in to work by a Lieutenant, unit supervisor or College administrator in addition to his/her regular schedule, he/she will be paid for a minimum of four (4) hours at time and one-half. Call-in shall be considered to be when an employee has completed his work assignment and left the campus and is requested to return to work but shall not include hours which are continuous with the employee's regular shift. However, if it is necessary to extend the regular shift of a bargaining unit member for four (4) hours or less, neither the call-in procedure nor the four (4) hour minimum payment shall be applicable. Employees responding to alarms shall continue to be eligible for the four (4) hour minimum.

G. OVERTIME/EMERGENCY DUTY

1. UNPLANNED OVERTIME

When unplanned overtime is required on a particular campus, it shall be offered first to bargaining unit members from that campus on a rotational basis based upon the coverage required and then, if necessary, other bargaining unit members may be called without regard to seniority. Unplanned overtime shall be defined as those situations wherein the Lieutenant has less than two (2) days' notice of events that may require overtime.

2. PLANNED OVERTIME

When planned overtime is required on a particular campus, it shall be offered first to bargaining unit members from that campus on a rotational basis based upon the coverage required and then, if necessary, other bargaining unit members at other campuses shall be offered the work on a collegewide seniority basis. Employees on a temporary transfer will be placed on the receiving

campus overtime list based upon his/her College seniority. Employees accepting overtime assignments of four (4) hours or more each day for two (2) consecutive days or more must have such overtime approved by the Director of Public Safety or designee.

3. EMERGENCY DUTY

The parties agree that in an emergency on a particular campus or College facility requiring services of bargaining unit members from the home campus or other campuses, the College may contact and assign bargaining unit members without regard to collegewide seniority.

- H. Employees will be granted a regular established work shift. Any change of an employee's work shift must have a five (5) working day notice to the employee in advance of the change. Shifts may be changed by management without the five (5) working day notice with the consent of the employee. Except in extenuating circumstances, an employee will not be scheduled for more than two (2) shifts per seven (7) day period.
- I. Shift preference selection shall be available to each bargaining unit member on an annual basis at each campus. Seniority shall prevail on bidding for shift assignments at each campus; such bidding shall take place, as determined by the Director of Public Safety, a minimum of thirty (30) days prior to the beginning of each contract year. Resulting shift assignments shall be effective for the following contract year, i.e., July 1 through June 30. Any vacancies filled pursuant to Article 35 shall not be subject to the shift preference procedure until the following contract year. Public Safety Officers will be allowed to change shifts with one another with the approval of the Lieutenant, denial of request shall not be arbitrary or capricious.
- J. Work schedules shall be posted on a bulletin board in an appropriate place provided by the College.
- K. No Public Safety personnel shall suffer a decrease in his/her hourly rate by reason of the execution of this Agreement.
- L. Public Safety personnel shall be classified as follows:
 - Public Safety Officer --Sworn MCOLES Certified
 - Reserve Officer – Non-Sworn/Sworn MCOLES Certified
- M. The day shift shall begin after 4:00 A.M., but prior to 12:00 noon. The afternoon shift shall begin after 12:00 noon, but prior to 8:00 P.M. The evening shift shall begin after 8:00 P.M., but prior to 4:00 A.M.
- N. The College will endeavor to maintain a minimum staffing level of twenty (20) Public Safety employees, collegewide, subject to enrollment and the financial condition of the College.
- O. An emergency closing as used in this Contract is defined as the cancellation of classes and/or the closing of the College or a campus/site due to any of the following:
 - 1. Severe weather conditions which curtail use of automobiles or other forms of transportation which would cause the campus(es) and/or College to be isolated and closed.
 - 2. Non-availability of electricity, heating fuel, water, or mechanical failure which necessitate the closing of the campus(es) and/or College.

3. Other natural disasters which necessitates the closing of the campus(es) and/or College.

The Administration shall determine when and where an emergency closing condition begins and ends. If such a College declared emergency condition exists, Public Safety Personnel working at the campus/site of the emergency during this period will receive double time and one-half (two and one-half times the straight time hourly rate) for the hours worked during the declared emergency. For pay purposes, a separate determination shall be made of emergency conditions.

The College Administration will publicize the notice that a declared emergency condition exists on pre-determined radio and/or TV stations.

P. LIGHT-DUTY WORK

The College agrees to consider providing "light-duty" work for bargaining unit members with documented medical restrictions at the sole discretion of the College, subject to approval by the Vice Chancellor for Human Resources. Medical documentation sufficient to establish the basis for a light-duty accommodation must be provided.

**ARTICLE 6
COURT APPEARANCES**

In the event that an employee is required to appear in any court outside his/her scheduled work shift in conjunction with his/her duties with the College, he/she will be paid a minimum of three (3) hours pay at time and one-half.

When a scheduled court appearance ends one hour or less before the start of an individual's scheduled shift time, the individual shall be paid for such time as though it was continuous with the scheduled shift. If the court appearance ends more than one hour before the start of the scheduled shift, the individual shall be paid a minimum of three (3) hours at time and one-half.

**ARTICLE 7
MEAL PERIODS**

All employees shall receive a paid thirty (30) minute meal period during each work shift. The meal period shall be irregularly scheduled during each shift. It is understood that the employee is on duty during his/her meal period. The employee shall not leave the campus during this time. In special situations, employees may be allowed to leave campus for meals with prior permission from the direct supervisor.

**ARTICLE 8
HOLIDAYS**

A. Holidays recognized and observed

The following shall be recognized as paid holidays for full-time employees:

- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day

- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Whenever a holiday falls on the sixth and/or seventh day of the employee's regular work week, and state authorities, or the College, transfer its observance to another day, that day shall then be considered the holiday.

When a holiday falls on a Saturday or Sunday, the College may alter the work schedule for that week to Monday through Friday.

- B. A full-time employee shall receive for each of the holidays for which he/she performs no work, holiday pay at his/her regular hourly rate for the number of hours which are normally worked in a day by said employee, up to maximum of eight (8) hours per day.
- C. If a full-time employee is required to work on a holiday, or on a day declared as a holiday by the college, he/she shall be paid eight (8) hours at his/her regular hourly rate plus time and one-half (holiday pay) for all hours worked on said holiday.
- D. Holiday pay shall not be paid to any full-time employee who fails to work a full shift on the last regularly scheduled day before the holiday and the next regularly scheduled day following such holiday, except in cases of approved vacation, proven illness of the employee or death in the employee's immediate family. Immediate family, shall include the employee's spouse, father, mother, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren, or any relative living in the employee's immediate household.
- E. When an employee is assigned to work a College holiday as part of his/her regular assignment and chooses not to work that date, it shall be the employee's responsibility to make arrangements to fill the shift.

The College will maintain a rotating duty roster, which will list all eligible employees on a seniority basis. The employee will contact each person on the list until an employee is contacted who wishes to work. If no regular employee is willing to work, a temporary employee may be contacted. If no one is found to take the shift, the employee originally assigned must work it. When a person is called from the rotation list, his/her name shall be placed at the bottom.

ARTICLE 9 SICK/PERSONAL BUSINESS

A. Sick Leave

1. Each full-time employee shall accumulate sick leave days at the rate of one (1) day per month to a maximum of twelve (12) days per year. The twelve (12) days of sick leave shall be awarded in full on July 1st of each year. Any newly hired employee shall be awarded one (1) day per month after three (3) full months of full-time employment for the balance of the first fiscal year. No sick leave days shall be earned or taken prior to the completion of three (3) months of service. Employees may accumulate one hundred sixty (160) sick leave days. There shall be no payment for unused time accrued.
2. Continuous employment with reference to accumulated sick leave days shall be deemed to have been broken by:

- a. Three (3) days or more of absence without notice to the Employer, or,
 - b. Layoffs aggregating more than thirty (30) working days, or,
 - c. Termination of employment by resignation or discharge in accordance with the provisions of this Contract.
3. In case of illness, as hereinafter provided, an eligible employee will be allowed absence without loss of pay to the extent of earned sick leave days for the following reasons:
 - a. Personal illness.
 - b. Serious illness or quarantine in the immediate family. Immediate family shall be defined as spouse, mother, father, or child.
 - c. Death in the immediate family as provided under Article 10 hereof.
 4. An employee shall not accumulate sick leave days when he/she is drawing short-term or long-term disability and shall accrue sick leave at one half the normal rate (1/2 day per month) while on Workers' Compensation.
 5. Employees will be obligated to reimburse the College for sick days used but not earned prior to the employees taking any leave of absence. However, employees on long-term disability or Workers' Compensation leaves shall have sick days deducted from their next July 1st allotment for time used but not yet earned prior to the commencement of their leave.
 6. Payment for sick leave is contingent upon the employee giving reasonable notice to the Employer at the start of his/her absence and shall be at the employee's regular hourly rate and for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours per day.
 7. If an employee shall be found to be malingering or cheating in obtaining sick leave pay, the Employer may impose disciplinary action on said employee subject to the provisions of this Agreement.
 8. Employees who terminate their employment, or who are terminated, shall be billed for sick leave days used but not earned prior to their termination.

B. Personal Business

A maximum of three (3) days in any one fiscal year may be taken for personal business without loss of pay. Personal business days are provided for legitimate business and/or family obligations, which can only be met during the regularly scheduled workday. Requests for personal business must be made at least five (5) working days in advance, unless there is an emergency situation. The allowance of personal leave days for an emergency will be based on the decision of the immediate supervisor as to whether an emergency in fact existed. Upon completion of six (6) months of employment, new employees may use only one and-a-half (1-1/2) personal business days in the first fiscal year of employment.

**ARTICLE 10
BEREAVEMENT LEAVE**

A full-time employee shall receive a three (3) day leave of absence without loss of pay in the event of the death of a member of his/her immediate family. Immediate family shall be limited to the employee's spouse, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents of

employee or spouse, grandchildren, or any relative living in the employee's immediate household. Under certain conditions, such as when long distances must be traveled, a reasonable length of time beyond the three (3) days may be approved by the Vice Chancellor for Human Resources or designee.

**ARTICLE 11
JURY DUTY AND SUBPOENAED WITNESSES**

- A. A full-time employee who is summoned and reports for jury duty or is subpoenaed and reports as a witness in any judicial hearing, shall receive a leave of absence. The employee shall be paid by the Employer an amount equal to the difference between the employee's straight time hourly base rate for eight (8) hours and the daily jury duty fee or witness fee paid by the court or litigant (not including travel allowance or reimbursement of expenses), for each day on which he/she reports for or performs jury duty or acts as a witness and on which he/she otherwise would have been scheduled to work for the Employer.
- B. The Employer's obligation to pay an employee for jury duty or as a witness is limited to the number of working days the employee is required to serve.
- C. In order to receive payment, an employee must give the Employer prior notice that he/she has been summoned for jury duty or as a witness; he/she must furnish satisfactory evidence that he/she reported for or performed jury duty or appeared as a witness on the days for which he/she claims such payment; and he/she must furnish satisfactory evidence of the amount of the jury duty fee or witness fee he/she received.

**ARTICLE 12
FAMILY AND MEDICAL LEAVE**

The College will comply with the Family and Medical Leave Act (FMLA). A copy of the U.S. Department of Labor's FMLA Fact Sheet is attached as Appendix E to this Agreement. This Fact Sheet summarizes an employee's rights and obligations under the FMLA. For more details specifically applicable to the Employer's administration of the FMLA, go to <https://InfoMart.oaklandcc.edu> and click on Forms and Publications then HR-Benefits and look for the link to form HR-34S, Family and Medical Leave Act Guidelines.

**ARTICLE 13
LEAVES OF ABSENCE WITHOUT PAY**

- A. Employees may be granted a leave of absence without pay or fringe benefits for the following reasons:
 - 1. Health
 - 2. Study
 - 3. Military Service
 - 4. Union Activity
 - 5. Such other justifiable reasons as may be approved by the Chancellor or designee.
- B. Employees shall be eligible for an authorized leave of absence after one (1) year of service with the Employer which immediately precedes the authorized effective date of such leave of absence.
 - 1. An employee who requests a leave of absence shall make application in writing to the Vice Chancellor for Human Resources with a copy to the Director. The application shall state the reason the leave of absence is being requested and the approximate length of time of said absence.

2. The application of an employee for a leave of absence will be considered by the Employer upon its individual merit and circumstances and the parties agree that the determination of whether or not the request shall be granted rests solely at the discretion of the Employer. A request for a leave of absence shall be answered promptly by the Employer. An authorization for leave of absence shall be in writing.
 3. A leave of absence, when granted by the Employer, shall not exceed the time specified in the authorization. Such leaves of absence may be extended at the sole discretion of the Employer but the written authorization of the Employer is required in such cases. Employees who fail to return from an approved leave of absence on the date specified, shall be considered as voluntarily terminated. Requests for extension of a leave of absence must be made at least thirty (30) days in advance of the agreed date of return. The thirty (30) day requirement may be waived in cases of medical leave.
 4. The discretion in granting leaves of absence shall not be abused by the Employer. Public Safety Officers absent due to a leave of absence specified in A (1-5) above, shall be required to conform to MCOLES regarding certification prior to resuming their duties. Recertification costs shall be borne by the employee.
- C. If an employee works for another Employer during an authorized leave of absence, the authorized leave of absence shall be canceled and said employee shall be considered to have voluntarily terminated his/her employment. Any employee taking leave of absence without the prior written authorization of the Employer shall be considered to have voluntarily terminated his/her employment.
- D. Any employee who takes an approved leave of absence of thirty (30) days or more on an accumulative basis or who is drawing short-term or long-term disability shall not accumulate vacation or sick leave days under Article 9 and 13 during the period of said absence.
- E. Employees who are members of the Union and who are selected for a full-time office or position with the Union shall receive at the written request of the Union, a leave of absence without pay or fringe benefits for a period not to exceed one (1) year. Upon termination of said leave of absence, the employee shall be reinstated to the Classification held prior to the leave provided he/she requests reinstatement within ten (10) calendar days after the expiration of the term of such office or position of the expiration of the period of the leave of absence.
- F. The provisions of this paragraph shall be subject to all applicable Federal Laws now in force, or as amended relating to the rights of returning veterans. Such Federal laws or regulations shall be applied if inconsistent in any manner with the provisions of this paragraph. An employee who shall enter into active service in the Armed Forces of the United States shall be given a leave of absence without pay subject to the conditions herein. On voluntary enlistment, this Section will only apply for the first enlistment period plus six (6) months of service.
1. Said employee shall retain any rights accumulated prior to his/her leave of absence and rights guaranteed under the applicable Federal laws now in force, or as amended.
 2. Such employee, upon termination of such leave, shall be offered reemployment in his/her previous position unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which even he/she will be offered such employment as may be available and for which he/she is capable of doing at the current rate of pay for such work, provided he/she meets the following requirements.

- a. He/she has not been dishonorably discharged.
 - b. He/she is physically able to do the work.
 - c. He/she applies for re-employment within ninety (90) days of completion of service or release from hospitalization continuing not more than one (1) year after discharge from the service.
3. As used herein "Armed Forces in the United States" is defined as and limited to the United States Army, Navy, Marine Corps, Air Force, Coast Guard, or the Public Health Service.
 4. Failure of an employee on military leave of absence to make application for reinstatement within such ninety (90) day period shall be considered as a resignation and such employee shall lose all employment rights he/she would be otherwise entitled to hereunder.

G. Reservist Duty Leave

1. Annual Training Duty Leave

Upon prior written request, a full-time employee who is a member of the National Guard or organized Reserves of a United States Military Service and who is ordered to active duty for an annual training, shall be granted a leave for the duration of that training period. The Employer shall be obligated only to pay an amount equal to the difference between the employee's regular salary as computed on a daily basis, and the reservist's daily base stipend paid, if that stipend is less than the employee's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of ten (10) work days.

2. Emergency Duty Leave

A full-time employee who is a member of the National Guard or organized Reserves of a United States Military Service, and who is ordered to emergency duty because of riot, flood, or other disaster, shall be granted a leave of absence for the duration of the emergency duty. The Employer shall be obligated only to pay an amount equal to the difference between the employee's regular salary as computed on a daily basis, and the reservist's daily base stipend, if that stipend is less than the employee's daily rate. The Employer shall be obligated only to pay the above difference for a maximum period of twenty (20) workdays.

3. Monthly Training Sessions

Full-time employees who are members of the National Guard or organized Reserve of the United States Military Service, may request an adjustment in their regularly assigned work schedule in order to attend monthly training sessions. The College will make every effort to honor such request. However, the needs of the College for adequate protection and security will be considered first. Failure to adjust such schedule shall not be subject to the grievance procedure. Problems involved with this section shall be first discussed at a Special Conference.

H. Child Care Leave

At the conclusion of disability (short-term or long-term) an employee may request a child care leave, without pay or fringe benefits, for a period of time not to exceed nine (9) months from the expiration of the disability. An employee on a child care leave of absence shall continue to accumulate seniority during the duration of the approved leave.

- I. When employees are granted leaves of absence, the College may fill their positions by transferring employees in accordance with Article 21 (Transfers), hiring temporary help, or offering overtime.

**ARTICLE 14
VACATIONS**

- A. All regular full-time employees shall be entitled to a vacation at their regular hourly rate of pay on the following basis:

<u>Length of Service</u>	<u>Vacation</u>
0 through 12 months	1 day per month to a maximum of nine (9) work days (No vacation may be earned or taken prior to completion of three (3) months of service.)
13 through 48 months	1 day per month to a maximum of twelve (12) days per year
49 through 108 months	1 1/2 days per month to a maximum of eighteen (18) days per year
109 months or over	2 days per month to a maximum of twenty-four (24) days per year

Vacation time, based on the above schedule will be awarded in full each year on July 1st. However, employees will be obligated to reimburse the College for vacation days used but not earned prior to the employees taking leaves of absence under Article 13. Vacation days do not accrue while a bargaining unit member is on short-term or long-term disability, or workers' compensation leaves.

Employees on Short-Term or Long-Term Disability or Workers' Compensation leaves shall have vacation days deducted from their next July 1st allotment for vacation time used but not yet earned prior to the commencement of their leave. If an employee does not return to work from a leave, terminates or is terminated, he/she shall be billed for vacation days used but not earned prior to the commencement of the leave or termination.

When employees are granted vacations, the College may fill their positions by transferring employees in accordance with Article 21 (Transfers), hiring temporary help from the established College list in accordance with Article 29 C, or offering overtime.

Employees may carry up to one (1) year's accumulation of vacation past June 30, the end of the fiscal year. This accumulation may be carried forward to June 30 of the following year at which time, if not used, it will be deleted from the record.

- B. An employee's vacation shall be pro rata reduced at the rate at which they are earning vacation days for each thirty (30) days of an approved leave of absence taken by said employee for each thirty (30) days that said employee may be laid off. Period of employment shall be deemed to have been broken by resignation or discharge; an employee who returns after resignation or discharge shall receive no credit for any previous service.
- C. Each employee who is entitled to a vacation shall notify the Employer of his/her first and second choice for a vacation period. Due consideration shall be given an employee's preference and, so far as it may be possible, the Employer will grant each employee's vacation for the period requested, provided, however, that in order to insure the orderly operation of the College, the final determination when vacation may be taken shall rest solely with the Employer. In the event that more than one employee has requested the same vacation period, vacations will be given in so far as possible according to seniority.

- D. An eligible employee shall receive vacation pay at his/her regular hourly rate of pay for the number of hours which are normally worked in a day by said employee up to a maximum of eight (8) hours per day.
- E. An employee who is entitled to a vacation shall not be allowed to take money in lieu thereof. Vacation days earned prior to June 30 of any year must be taken by June 30 of the succeeding year.
- F. Vacation periods shall consist of no more than the total number of days the employee has accumulated. Employees shall make requests for vacation in writing to the supervisor a minimum of five (5) days before the requested use date. Vacation amounts and duration are granted or denied at the sole discretion of the supervisor.
- G. Whenever a paid holiday falls within an eligible employee's vacation period, and occurs on a day which is within the employee's regularly scheduled work week, the eligible employee shall be granted an added day of vacation.
- H. In cases of termination of employment, accrued vacation pay will be included in the employee's last check and will be limited to not more than one (1) year's accrual.
- I. While vacation will be accrued during the probationary period, should the employee be terminated for any reason prior to the end of six (6) months of services, no vacation allowance will be paid.

**ARTICLE 15
DISCIPLINE AND DISCHARGE**

- A. There shall be four (4) separate methods of disciplining an employee namely:

- 1. Verbal Reprimand (written record)
- 2. Written Reprimand
- 3. Suspension from work without pay
- 4. Discharge

Depending on the severity of the infraction, one or more of these steps may be skipped as particular circumstances warrant.

- B. The Employer shall not discharge, suspend or discipline any employee without just cause. Just cause shall include, but is not limited to, such behaviors and acts as:
 - 1. Behaviors that would be considered felonies, or those that would be considered serious misdemeanors, in a court of law, such as: intentional destruction of the Employer's or another individual's property, theft, assaulting any person on the Employer's premises except in cases of self-defense.
 - 2. Refusal to comply with the Employer's rules.
 - 3. Absence from work without permission for more than three (3) consecutive work days or without proper explanation.
 - 4. Multiple written reprimands.
 - 5. Repeated absences from work.

- C. An employee who is absent for three (3) consecutive work days without notification to the Employer or who is repeatedly absent from work without notification to the Employer or who is repeatedly absent from work shall be deemed to have voluntarily resigned or quit.
- D. Minor offenses for which the penalty is only a reprimand shall be removed from the employee's record after they are over one (1) year old provided there have been no further disciplinary actions since the issuance of the reprimand.
- E. Promptly upon the discharge or suspension of an employee, the Employer shall notify in writing said employee's steward of said action.
- F. Should the Union consider a discharge or suspension to be improper, the Union's complaint shall be presented in writing to the appropriate supervisor within five (5) working days after the discharge or suspension. The appropriate supervisor shall give his/her answer in writing within ten (10) working days after receiving the complaint. If said answer is not satisfactory to the Union, the matter shall be referred to the grievance procedure commencing at Step 2.
- G. Employees who are employed on a probationary or temporary basis, may be discharged, suspended, or disciplined by the Employer. (Paragraph-F, hereof, shall not apply in such cases.)
- H. Employees who carry, use, have in their possession on campus any unauthorized weapon without the specific approval of the Director of Public Safety, shall be subject to disciplinary action up to and including discharge.

ARTICLE 16 NEW CLASSIFICATIONS

In the event new Public Safety classifications or pay schedules are desired by the Employer, such classifications or pay schedules shall be determined on the basis of negotiation between the parties to this contract.

ARTICLE 17 MAINTENANCE OF STANDARDS

- A. The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at no less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.
- B. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error. It is further provided that any section or part of existing Agreements may be changed by subsequent contract negotiations or changes provided in new collective bargaining agreements or by the law.

**ARTICLE 18
STEWARD**

- A. The Employer recognizes the right of the Police Officers Labor Council to designate one (1) steward for each representational area from the employees covered by the terms of this Agreement. One of these stewards shall be designated as Chief Steward. The names of the stewards shall be certified in writing to the Employer by the Local Union. The authority of the stewards so designated by the Local Union shall be limited to and shall not exceed the following duties and activities.
 - 1. The investigation and presentation of employee's grievances in accordance with the provisions of this Agreement. The steward may investigate and present grievances to the Employer during his/her regular working hours providing that the time used for this purpose will not be abused and the steward will perform his/her regularly assigned work.
 - 2. The transmission of such messages and information which shall originate with, and are authorized by, the Local Union or its Officers, provided such messages and information:
 - a. have been reduced in writing, or
 - b. if not reduced to writing are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the Employer's business.
- B. The Employer agrees that it will allow the proper accredited representative of the Police Officers Labor Council access to the campus during normal working hours for the purpose of administering the terms and conditions of this Agreement.
- C. The Union shall have access to all pertinent records in regard to the disposition of grievances which may arise.
- D. The authority of each campus steward shall be limited to the presentation of the grievance during the informal conference of the Grievance Procedure.
- E. The Chief Steward shall be granted super-seniority for purposes of layoff and recall from layoff, only.
- F. The Employer agrees that it will permit the Chief Steward to have access to all campuses during normal working hours for the express purpose of presenting grievances at his/her level, subject to the prior approval of the Chief Steward's supervisor.
- G. The Chief Steward and the Alternate Steward may make a timely request to attend the POLC/Union Annual Delegates Meeting/Training Seminar. This request must be forwarded to the Director of Public Safety. Approval or denial of such request for paid release time shall be based on criteria that is similar to that used for other related training. The decision of the Director of Public Safety is final and is not subject to the grievance procedure.

**ARTICLE 19
GRIEVANCE PROCEDURE**

A. Definition

In the event a dispute arises between the College and an Employee or the College and the Union concerning the alleged violation, interpretation or application of any of the provisions of this Agreement, such dispute shall be deemed a grievance and resolved in the manner hereinafter set forth.

B. Time Limits

All time limits herein shall consist of working days. Time limits may be extended only with the mutual written consent of the College and the Union.

C. General Principles

1. A Grievance may be withdrawn at any level.
2. Hearings and conferences held under this procedure shall be conducted at a time and place, which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
3. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conferences whose duty hours are effected, shall be excused with pay for that purpose.
4. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. In the event that the Union fails to appeal a grievance or appeal a College answer within the specified time limit, the involved grievance shall be deemed abandoned and settled on the basis of the College's last answer. In the event the College shall fail to supply the Union with its answer to the particular step within the specified time limits, the grievance shall be automatically positioned for an appeal at the next step within the time limits for exercising said appeal commencing with the expiration date of the College's grace period for answering.
6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement. Such agreement shall be reduced to writing and signed by the parties. The Arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. The College and the Union each shall bear the full costs for its representative counsel in the arbitration.
8. Grievance involving discharge shall be automatically positioned at Step II of the grievance procedure.
9. When a grievance is reduced to writing, there shall be set forth in said written presentation:
 - a. A statement of the grievance and the facts upon which it is based.
 - b. The remedy or correction requested.
 - c. The paragraph or paragraphs of this Agreement relied upon or claimed to be violated.
 - d. The signature of both the employee and employees involved and said employee's steward.
 - e. In cases involving class action grievances the Union may designate a representative to sign the grievance.

D. Procedure

1. Informal Conference

The Employee shall verbally present his/her grievance to his/her immediate Campus Supervisor or designee within ten (10) working days following the date the grievant knew or could have known of the act or condition which is the basis of the grievance. In the event that the matter is resolved informally, the grievance shall be considered satisfied and terminated provided, however, that a Union Representative was present or if not, a notice of the terms of the settlement

is delivered to the Union. It is understood that the Campus Steward may be present at the informal conference if requested by the employee.

2. **Grievance Steps**

Step 1. In the event that the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose may be submitted to the Director of Public Safety within ten (10) working days following the date of the informal conference.

Within ten (10) days after receiving the written grievance, the Director of Public Safety shall communicate his/her decision along with the reasons therefore, in writing, on the grievance form to the grievant and the Chief Steward.

Step 2. In the event the grievance is not resolved in Step 1, within ten (10) working days of the receipt of that decision, the grievance may be submitted to the Vice Chancellor for Human Resources, or designee, in writing on the form provided, accompanied by a copy of the original grievance and the decision at Step 1.

Within ten (10) working days after receipt, a meeting shall be scheduled between the Field Representative, Chief Steward and Vice Chancellor for Human Resources or designee. The Vice Chancellor for Human Resources or designee shall, within fifteen (15) days of the aforementioned meeting communicate his/her decision along with the reasons therefore, in writing to the grievant and Chief Steward.

Step 3. Any grievance not resolved in the first two steps of the grievance procedure may be heard by a mediator by mutual agreement of the parties. The mediator shall be appointed by MERC or mutually selected by the parties. After appointment of a mediator, the parties may mutually agree, in writing, to omit this step, provided that in the event cancellation fees result, such fees will be split between the College and the Union. With the exception of the union representative, no non-College employees will be allowed to represent the parties in the mediation proceedings. The mediator's recommendation shall not be binding on either party.

3. **Arbitration**

a. In the event Step 3 mediation is not used or does not settle the grievance the Union may appeal within ten (10) days to binding arbitration. A copy of the appeal shall be sent to the Vice Chancellor for Human Resources.

b. The Arbitrator shall be selected from the following arbitrators mutually selected by the College and the Union:

- Paul Glendon
- Nora Lynch

The arbitrators shall be used on a rotating basis, whenever possible. If during the life of this Agreement, any of the arbitrators are no longer available, additional arbitrators shall be appointed by the College and the Union.

c. The award of the Arbitrator shall be accepted as final and binding on the Union, its members, the employee or employees involved, and the College. There shall be no appeal from an Arbitrator's decision if said decision is within the scope of the Arbitrator's authority as described below, or if no fraud, collusion, or duress is present. The Union shall not then, by any other means, attempt to bring about a different resolution of the grievance.

- d. The fees and expenses of the Arbitrator shall be shared equally by the College and the Union.
- e. It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations, misinterpretations, or misapplications of any of the terms of this Agreement.
 - 1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. His/her powers shall be limited to deciding whether the College has violated, misapplied or misinterpreted any of the express terms of this Agreement. It is understood that any matter that is not specifically set forth in this Agreement shall not be subject to arbitration.
 - 2. He/she shall have no power to decide any question which, under this Agreement, is within the authority of the College to decide, nor shall he/she substitute his/her judgment for that of the College. In rendering decisions, the Arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities.
 - 3. He/she shall have no power to make a decision contrary to any constitutional, statutory, or common law in the resolution of any grievance.
 - 4. He/she shall have no power to establish wage scales or change any wage.
- f. If the College disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine whether he/she has jurisdiction to act before hearing the merits of said grievance, and if he/she finds that he/she has no such power, the grievance shall be referred back to the parties without decision or recommendation on its merits.
- g. It is understood and agreed that the interpretation of any contracts or policies of insurance shall not be subject to binding arbitration.
- h. No decision of an Arbitrator in one case shall create a basis for a retroactive adjustment in any other case.

ARTICLE 20 SENIORITY

- A. Employees shall be considered probationary employees for the first twelve (12) months of employment, with a possible six (6) month extension as determined by management. Should the six (6) month extension be necessary, the employee and the Union will be notified in writing regarding the reason for extension (maximum eighteen (18) months probation). When the employee completes the probationary period of employment, he/she shall be entered on the seniority list from the most recent date of hire. There shall be no seniority during the probationary period.
- B. A new Employee shall work under the provisions of this Agreement but shall be employed only on a twelve months (or extension to eighteen (18) months) probationary basis, during which time he/she may be discharged without further recourse; provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After completion of the probationary period the Employee shall be placed on the regular seniority list.

In case of discharge within the probationary period, the Employer shall notify the local Union in writing.

- C. An employee shall lose seniority and his/her employment shall terminate for the following reasons:
 - 1. A voluntary quit,
 - 2. He/she is discharged for cause,
 - 3. He/she is absent for three (3) consecutive working days without notifying the Employer, unless precluded by the circumstances beyond his/her control which shall be substantiated.
 - 4. He/she does not return to work within seven (7) working days after a registered or certified letter has been sent to his/her last known address notifying him/her of his/her recall from layoff.
 - 5. A period of twenty-four (24) months elapse since he/she last worked for the Employer. It shall be the employee's responsibility to keep the Employer fully advised as to his/her place of residence. The employee shall notify the Employer of his/her acceptance or rejection of his/her notice to return to work within twenty-four (24) hours of the receipt of such notice.
- D. Strict seniority shall apply on a collegewide basis with respect to layoffs and recall from layoffs. In reducing the work force because of lack of work or funding within the College, the last employee hired shall be the first employee laid off. Should the College find it necessary to reduce the number of Public Safety Officers, such Officers may exercise their unit seniority in bumping into a lower classification. Public Safety personnel will retain their seniority rights for recall purposes up to two (2) years from the date of their layoff.
- E. The College will provide the Police Officers Labor Council with an updated seniority list each January 31 and July 31.
- F. An employee selected to fill a Lieutenant position shall retain the bargaining unit seniority accumulated to the date of his/her transfer to the position of Lieutenant. Such seniority shall be retained for one (1) year, only.
- G. Any rule or regulation of the Employer requiring physical or mental examinations shall be promptly complied with by the employees; provided, however, that the medical fees incurred in connection with such examination shall be paid by the Employer. It is also understood and agreed that the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Employee's expense.

ARTICLE 21 TRANSFERS

- A. An employee may request or be required to transfer from his/her present shift and/or campus as required to improve his/her performance, to prevent his/her dismissal, or to improve the overall operation of the Public Safety Department. Should the employee object to the change, he/she may follow the grievance procedure, Article 19. Probationary employees may be transferred at the discretion of management without recourse to the grievance procedure.
- B. Temporary transfers may be implemented by the College at the option of the Administration. Such transfers will not be used as a disciplinary measure. Employees shall be informed of the approximate

length of the transfer and the reason for the transfer. A copy of the notification shall be sent to the Union President. It is understood, however, that temporary transfers may be shorter or longer than estimated based upon circumstances.

ARTICLE 22 STRIKES AND LOCKOUTS

- A. During the term of this Agreement, there shall be no strikes, slow-downs, walk-outs, or any other cessation of work by the Union or the employees under this Agreement; nor shall the Employer engage in any lockouts.
- B. In all cases of any unauthorized strikes, slow-downs, walk-outs, or any unauthorized cessation of work, the Employer shall notify the Union of such actions by e-mail, certified mail, or written notice, hand-delivered, to The Police Officers Labor Council, 667 E. Big Beaver Road, Suite 205, Troy, Michigan 48083-1413.
- C. Within twenty-four (24) hours of the receipt of such notice, the Union shall make every effort to get the employees to return to their jobs and shall notify the Employer by e-mail, certified mail, or written notice, hand-delivered, to Oakland Community College, 2480 Opdyke Road, Bloomfield Hills, Michigan 48304, or such other address as may be furnished to the Union from time to time, that the Union does not support the strike, slow-down, walk-out, or cessation of work.
- D. The Employer shall have the right to immediately discharge any employee who takes part in any action set forth in this Article; however, such employees shall be entitled to full recourse to all provisions of this Agreement, except that such discharge shall not take place within the twenty-four (24) hour period referred to in 22(C).

ARTICLE 23 GROUP INSURANCE

- A. The present group Life Insurance contract, group Accident and Sickness insurance policy, Major Medical Insurance contract, and Dental Expense Insurance and the Hospital-Medical Insurance contract or similar policy or policies with other reputable insurers will be continued in full force, with the applicable employee co-pays, for the duration of this Agreement. Full-time employees shall be eligible to voluntarily elect to participate in these insurance plans. The Employer shall pay its applicable share of the above cost. Public Safety Officers absent due to sickness or accident shall be required to conform to the Michigan Commission on Law Enforcement Standards regarding certification prior to resuming their duties.
- B. The employer will continue in force, for the duration of this Contract, its present Accidental Death and Dismemberment Insurance Plan, or similar policy or policies with other reputable insurers of its choice. Full-time employees shall be eligible to voluntarily elect to participate in this plan. The employee shall contribute the total premium for said coverage.
- C. The Employer agrees to provide each member of the unit with \$100,000 in Term Life and Accidental Death Insurance.
- D. The Employer's obligation under this Article shall be limited to continuing the coverage set forth in paragraphs, A, B, and C with applicable employee co-pays.

- E. In the event an employee is on long-term disability leave and is eligible for benefits, his/her health, dental, vision and life insurance coverage will be limited to a period of two (2) years. In the event an employee is on workers' compensation leave and is eligible for benefits, his/her health, dental, vision, and life insurance coverage will be limited to a period of two (2) years.

ARTICLE 24
EQUAL EMPLOYMENT OPPORTUNITY

- A. Oakland Community College does not discriminate against applicants, employees or students on the basis of race, religion, color, national origin, sex (including sexual harassment), age, height, weight, marital status, veteran status, or disability in its employment practices and/or educational programs or activities. Those concerned about the above should contact the Human Resources Department at Oakland Community College, 2480 Opdyke Road, Bloomfield Hills, Michigan 48304-2266. The College and the Union agree that the provisions of this Agreement shall be applied equally to all employees.
- B. The Employer will not interfere with the rights of the employees to become members of the Union and shall not discriminate, interfere, restrain or coerce any employee because of membership in the Union.

ARTICLE 25
UNIFORMS

- A. **Public Safety Officers** must wear a complete regulation uniform, including their side arm, during their regular tour of duty. Only that clothing and equipment furnished by the Employer can be worn during normal working hours. The Employer shall provide, free of charge, one (1) uniform consisting of not less than the following:
1. Five (5) summer short sleeve shirts and five (5) winter shirts
 2. Two (2) pair of summer trousers and two (2) pair of winter trousers.
 3. One (1) hat
 4. One (1) Sam Brown belt and one (1) trouser belt, (basketweave)
 5. One (1) raincoat
 6. One (1) lightweight jacket and one (1) heavyweight jacket
 7. Two (2) neckties
 8. Shoes or boots, two (2) pair

Payment of \$400 will be made to each bargaining unit member at the beginning of each fiscal/contract year effective July 1, 2012. If a current employee is not on the College's active payroll on July 1 of each year, he/she shall receive a prorated payment upon return to active payroll. New hires receive shoes/boots upon hire. Employees hired on or after January 1 and before June 30 are not eligible for this shoe/boot allowance until July 1 of the following fiscal year.

9. One (1) windbreaker

10. One (1) winter hat

The Employer shall also provide free of charge:

1. One (1) holster

2. One fire arm

3. Intermediate Weapon System

4. Handcuffs and holder

5. Adequate supply of ammunition

6. Two (2) badges and one (1) hat badge

7. Nameplate

8. Magazine Holder

- B. The Employer shall replace the above uniforms in part or in whole at such time or times as may be necessary, due to normal wear and tear as determined by the direct supervisor.
- C. The Employer shall provide appropriate insignia badges and identification cards as part of the uniform.
- D. Employees shall be allowed the sum of one thousand fifty dollars (\$1,050) per annum for uniform cleaning, which shall be paid quarterly. No allowance will be paid for absences from the job for more than three (3) consecutive weeks in the quarter.
- E. Maintaining equipment under normal wear and tear conditions will be the responsibility of the College. Damage or loss of College equipment caused by negligence of employee shall be the responsibility of the employee.
- F. Only uniforms and equipment authorized by the Director of the Public Safety Office will be used, worn or carried.
- G. When specifically assigned by the office of the Director of the Public Safety, an employee may be assigned duties that require that he/she not work in uniform.

ARTICLE 26 ON THE JOB INJURIES

- A. An employee injured in the course of his/her employment, which requires hospital or medical treatment, shall suffer no loss of pay for time lost during the day of the injury, provided that a physician determines that said employee is unable to complete his/her regularly scheduled work shift that day.

- B. The Employer shall furnish such injured employee with transportation to the hospital or treating physician.
- C. An employee injured on the job, may, during the period immediately following the injury, be allowed to return for necessary additional treatment directly related to the injury, provided he/she has reported for work on his/her normal work day at the beginning of his/her shift. The employee shall suffer no loss of pay for time away from the job nor shall any deduction be made from his/her sick leave bank for such temporary absence from duty.

**ARTICLE 27
WORKERS' COMPENSATION**

- A. The Employer shall provide Workers' Compensation protection for all employees at no cost to said employees and shall cooperate toward the prompt settlement of employee's on-the-job injury and sickness claims when such claims are due and owing.
- B. An employee who is entitled to compensation insurance benefits due to accident or injury sustained in the performance of his/her assignment, may receive his/her regular salary less the amount of compensation insurance benefits for the period of his/her accumulated sick leave. For the period of absence in excess of the amount of his/her accumulated sick leave, he/she will receive the compensation benefits only.
- C. In the event an employee is on workers' compensation leave and is eligible for benefits, his/her health, dental, vision, and life insurance coverage will be limited to a period of two (2) years from the date the leave began. Vacation time shall not accrue during a worker's compensation leave. Sick days accrue at one-half the normal rate (1/2 day per month) while on a workers' compensation leave.
- D. An employee on workers' compensation may return to duty on a restricted basis subject to medical documentation and the approval of the Director of Public Safety and the Human Resources Department. Assignment of favored work duty is at the sole discretion of the Director of Public Safety.

**ARTICLE 28
MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT
SYSTEM AND SOCIAL SECURITY**

Each employee covered by this Agreement shall be covered by the terms and conditions of the Michigan Public School Employees Retirement System and Social Security benefits as these presently exist, and as they may be amended from time to time.

**ARTICLE 29
TEMPORARY HELP/SUBCONTRACTING**

- A. For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the collective bargaining unit will be subcontracted, transferred, leased, assigned or conveyed in whole or in part to any other firm, corporation, voluntary association, or vendor. It is agreed that the use of electronic alarm systems, closed circuit television systems, or temporary employees, shall not constitute subcontracting as defined in this Article.

- B. When temporary personnel are needed for special collegiate activities, or for other short term needs, the College may employ persons from outside the unit on a temporary basis. Sworn reserve officers may be used on a temporary basis consistent with Section C below. Temporary employees shall be non-bargaining unit employees and not subject to the terms and conditions of this Agreement. Temporary employees shall be paid less than the starting rate of pay of a Public Safety Officer and shall not receive fringe benefits, vacations, holiday pay, sick leave, personal business days, shift preference picks, or any other benefits as described in this Agreement.
- C. The Employer agrees that it is not the intent of this section to create a corps of part-time officers nor to deprive any regular employee of overtime. Temporary employees may be used to replace regular employees in cases of leaves of absence, illness, vacations of more than two (2) weeks, or to fill temporary openings. The duration of employment for temporary employees shall be limited to the extent of the absence. Vacations of less than two (2) weeks not covered by regular employees may be filled at the Employer's discretion by temporary employees.
- D. In the event of a reduction in force for any reason, the sworn reserve officers will be laid off first, before any bargaining unit members.

ARTICLE 30 MISCELLANEOUS

A. Tuition Waivers

All full-time employees of the College may attend credit classes at the College, which are offered at hours outside of their assigned responsibilities, without the payment of fees, since in-service training and growth is of benefit to the College. In addition, the spouse and dependent children residing with the full-time employee shall also be eligible for a similar tuition waiver.

Tuition waivers for employees are limited to eight (8) credit hours in the Fall and Winter Sessions and four (4) credit hours in the Spring and Summer Sessions. Full-time tuition waivers for spouses and dependent children are allowed.

Children of a deceased bargaining unit member shall be extended the above benefits until such child reaches the age of 25. The spouse, if any (as of the date of death), of a deceased bargaining unit member shall remain eligible for the tuition waiver provided for above for a period of six (6) years following the date of death.

When the time periods specified above have been reached, the child and/or spouse shall receive a tuition waiver for those courses which have actually been met, but shall not receive a tuition waiver for those course sections for which the spouse/child has merely registered.

B. Transportation and Communication Systems

The Employer will make all equipment available that it deems necessary for any employee to accomplish whatever responsibilities he/she is assigned. The Employer shall furnish the Public Safety Department on each campus no less than the following:

1. A late model vehicle properly equipped and recognizable as a Public Safety vehicle as determined by the Office of the Director of Public Safety. It shall be for the primary use of the Public Safety Department. This vehicle and its contents shall be maintained in safe operating condition.
2. Adequate communication equipment shall be provided so that each employee is provided with a radio while on duty, when appropriate. One of the walkie-talkies is to be equipped so that it can

receive and transmit on the local police band per campus. (Subject to approval by local, county or State authorities.)

3. All purchases discussed in this Article are contingent upon approval of appropriations by the Board of Trustees.

C. In-Service Training

The Employer will provide a required in-service training program for all employees to aid them in the execution of their duties. Each armed employee must maintain proficiency with the side arm by qualifying each quarter of the year (arranged by the College).

D. Bulletin Boards

The Employer shall furnish and maintain one (1) bulletin board in a convenient location on each campus which may be used by the Union. Said bulletin boards shall be used exclusively by the Union for posting of notices and bulletins pertaining to the employee's affairs.

E. Title

The Department shall be referred to as the Public Safety Department.

F. Acting Lieutenant

Public Safety Officers assigned as Acting Lieutenant shall be paid \$2.50 per hour in addition to the base rate for all hours worked as Acting Lieutenant during the assignment. The Acting Lieutenant shall perform the routine duties of the Lieutenant for the hours/days the Lieutenant is absent. The Acting Lieutenant designated shall be assigned by the Director of Public Safety or designee and shall be voluntary on the part of the employees. In the event of an absence of the Campus Lieutenant for three (3) or more consecutive working days, a Public Safety Officer shall be designated as Acting Lieutenant.

After six (6) consecutive months in an assignment as Acting Lieutenant, an Officer shall be paid \$3.00 per hour in addition to the base rate for all hours worked from the beginning of the seventh (7th) consecutive month worked during the assignment. The \$3.00 is not retroactive to the first day of the assignment nor is it compounded on the \$2.50.

G. Lieutenant

The College shall not schedule a Lieutenant to work alone. If a Lieutenant is scheduled to work and is confronted with the unscheduled absence of a bargaining unit employee, the Lieutenant may call in another bargaining unit member, call in a temporary employee, or work alone. When a Lieutenant is scheduled for a period of absence and the College elects to add bargaining unit hours, the parties will utilize the following procedure:

1. The Lieutenant will notify all campuses in writing of the availability of overtime and that acceptances must be returned within two (2) days of the notice;
2. Bargaining unit members shall have the option of accepting or rejecting the overtime, but acceptances shall be for at least four (4) hour blocks of time and the College may refuse to assign the overtime if, in the judgment of the College, the total hours worked by an individual would be excessive so as to affect his/her ability to carry out job duties;
3. If the entire period of the Lieutenant absence is not filled by voluntary acceptances from the bargaining unit members, the College shall have the option of assigning any time not filled with a temporary employee. If a temporary employee is not available, the College may assign the

remaining time as mandatory overtime to bargaining unit members on the basis of inverse seniority regardless of classification, first by campus and then collegewide. The College may skip over individuals in the assignment of mandatory overtime if, in the judgment of the College, the total hours worked by an individual would be excessive so as to affect his/her ability to carry out job duties.

H. Tuition Reimbursement*

The College shall appropriate \$12,000 each year in its operating budget to be used to pay bargaining unit members' tuition for course work, which satisfies all of the following conditions:

1. Course work or a program of study must be pertinent to the needs of the College and/or duties of the employee. The course work or program of study must be taken at an accredited institution of higher education. The course work must provide the employee with additional areas of competence. Employees have the option to receive prior approval of course work by completing the Tuition Reimbursement Application and submitting it to the Dean/Supervisor for their signature before registering for courses that will be submitted for tuition reimbursement when they are completed.
2. All course work applied for under the Tuition Reimbursement Guidelines must normally be taken outside of regular work hours on the employee's own time.
3. Reimbursement is for tuition and fees but does not include reimbursement for books or any other related expenses.
4. The tuition reimbursement period will be for the academic year (September 1 to August 31).
5. Employees applying for tuition reimbursement must provide to the Vice Chancellor for Human Resources a completed tuition reimbursement application, a completed check request, an official grade report/or copy and receipt for tuition and fees paid in order to receive any reimbursement under their plan work. Such courses must have grade(s) of a "B" or higher and the courses must be completed within the academic year.
6. Incomplete ("I") grades must be made up within the same or following academic year in order to receive reimbursement. Incomplete grades not made up in the same or following academic year shall not be eligible for reimbursement in future years.
7. The maximum total of tuition and fees paid to any individual will be equal to \$350 per credit hour up to a maximum of \$3,500 per academic year. If tuition and fees are less than \$350 per credit hour, reimbursement will be for the amount of the actual receipt.
8. Continuing education courses will be reimbursed only if a grade is awarded.
9. Courses at other colleges and universities that are equivalent to Oakland Community College classes are not eligible for tuition reimbursement.
10. Receipts and official/or copy of grade report with check request must be submitted within 30 days of course completion. Wherein possible, reimbursement will be made 20 days following submission of official grade report/or copy and valid tuition receipt.
11. Each employee will receive, in full, their requested tuition and fee reimbursement amounts according to the guidelines listed above and subject to the maximum fees shown above.

12. Each employee must complete the tuition reimbursement application form as a prerequisite to receiving tuition reimbursement payments.

**Not available during term of contract*

ARTICLE 31 EXTRA CONTRACTUAL AGREEMENTS

The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any Agreement or Contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours, or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

ARTICLE 32 REST PERIODS

- A. Employees who work beyond their eight (8) hour shift shall receive a fifteen (15) minute rest period for each additional four (4) hours worked.
- B. The Union agrees to prevent abuses to this privilege.
- C. All employees shall receive a fifteen (15) minute rest period twice a day, the first to be prior to the meal period, and the second to be after the meal period.
- D. Should their services be required, employees are considered to be on duty during rest periods.

ARTICLE 33 BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premiums involved shall be paid by the Employer, whether initially or renewal. The primary obligation to procure the bond shall be paid by the Employer.

ARTICLE 34 SEPARABILITY AND SAVINGS CLAUSE

- A. If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- B. In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected, thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Union and/or the Employer for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

**ARTICLE 35
VACANCIES/POSTINGS**

- A. Whenever a bargaining unit vacancy is authorized to be filled, it will be first offered on a seniority basis, within 30 days, to those full-time officers at the campus where the vacancy occurs; any resulting vacancies shall be posted collegewide and filled based on seniority.
- B. During the pendency of the vacancy, coverage will be offered to full-time officers at the campus based on seniority.
- C. After a vacancy is authorized to be filled, the College shall form a screening committee in accordance with the College's established hiring practices. The committee will be comprised of one or two Lieutenants, the Union President or designee, and up to two additional individuals named by the Director. The primary goal of the committee is to identify the most qualified applicants for the position and recommend finalists to the Director.
- D. In the event of a vacancy or a newly created position, Employees who meet the qualifications of the position shall be given the opportunity to request transfer on the basis of seniority. In such cases, all vacancies and newly created positions shall be posted on the College's intranet (InfoMart) at least seven (7) working days prior to filling such vacancy or newly created position. All postings shall include job descriptions. Job classifications and qualifications for all posted positions will be evaluated in the Human Resources Department upon request. Where qualifications and other criteria are equal, seniority will prevail. Should there be no bids by qualified members of the bargaining unit, the position shall be available to applicants from outside the unit.
- E. In the event an employee who is eligible to bid on such posted job is off because of sickness or vacation, the Employer shall make a reasonable effort to contact and advise such employee of any such newly posted job or jobs.
- F. Shift preference selection shall be available to each bargaining unit member on an annual basis at each campus. Seniority shall prevail on bidding for shift assignments at each campus; such bidding shall take place, as determined by the Director of Public Safety, a minimum of 30 days prior to the beginning of each fiscal year. Resulting shift assignments shall be effective for the following fiscal year, from July 1 through June 30. Any vacancies filled pursuant to the procedures specified in paragraph 1 above shall not be subject to the shift preference procedure until the following year.

**ARTICLE 36
STANDARD OPERATING PROCEDURE MANUAL**

A standard operating procedure manual will be developed and adopted by the Administration to be used to clarify the scope of work, duties, general rules and regulations and operation of the Department. The employees of the Department shall have an opportunity to consult and recommend changes in duties, rules, and regulations. Job descriptions for Public Safety Officer, Lieutenant and Director of Public Safety shall be maintained in the manual.

The procedure for selecting Public Safety Officers for the Lieutenant positions shall be included in the Standard Operating Procedure Manual and shall be changed only after meeting to discuss such changes with the Union leadership.

ARTICLE 37
REPLACEMENTS FOR LONG TERM ABSENCES

When an employee has been absent from work for two (2) or more years, the College shall contact the Employee's physician to obtain a written prognosis regarding the employee's return to his/her position. The College may also require the employee to have an independent medical examination at the expense of the College. If the prognosis indicates that the employee is not presently fit for work and that the disability will continue beyond what the Employer considers a reasonable period, the position shall be posted in accordance with Article 35.

An employee who is absent from work for more than two (2) years shall cease to accrue additional seniority after the first two (2) years of absence. His/her accumulated seniority shall be frozen until he/she returns to work as outlined below at which time additional seniority shall accrue in the normal fashion.

If an employee is able to return to work after his/her position has been filled under this provision, he/she shall be placed in positions in the following order:

1. Vacancies in the prior classification.
2. Replace temporary employee in the prior classification.
3. Vacancy in any classification for which he/she is qualified.
4. Replace temporary employee in any classification for which he/she is qualified.

If such an employee returns to a lower-paid classification, he/she shall receive the prevailing rate of pay for the classification he/she held prior to the beginning of the absence, until such time as a vacancy occurs in the prior classification. That vacancy shall be automatically awarded to the employee, provided he/she meets the state requirements for the position.

If there are no positions available as described above, the individual shall exercise his/her seniority to displace the least senior employee in the unit, provided the individual is qualified to perform that position. If there is no employee with less seniority in a position the individual is qualified to perform, he/she will be laid off. Recall rights shall be governed by Article 20(E).

Medical, dental, vision, and Term Life and Accidental Death Insurance coverage for employees on LTD or workers compensation leave shall continue pursuant to the provisions of Articles 23 and 27.

ARTICLE 38
SPECIAL CONFERENCES

Special conferences on important matters will be arranged at a mutually agreed upon time between the Chief Steward and the designated representatives of the Employer upon request of either party. Such meetings shall involve a maximum of two representatives of the Police Officers Labor Council and two representatives of the Administration, unless additional representatives of either party are mutually agreed to. Arrangements for such special conferences shall be made in advance, and an agenda of matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. These meetings may also be attended by a representative of the Police Officers Labor Council. Any employee attending a Special Conference during his/her normal hours shall not suffer loss of income.

**ARTICLE 39
SCOPE OF AGREEMENT**

The parties acknowledge that, for the life of this Agreement, each voluntarily waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, unless by mutual consent.

**ARTICLE 40
TERM OF CONTRACT**

- A. This Agreement shall be in force and effect from October 29, 2015 and shall continue until June 30, 2017.
- B. At least sixty (60) days prior to the termination of this Agreement, as herein provided, either party may give written notice of its desire to negotiate for renewal and modification, or a new contract. Meetings shall commence no later than twenty (20) days following delivery of such written notice and both parties shall enter into collective bargaining for the purpose of arriving at a just settlement. The respective parties shall be permitted all lawful economic recourse to support their request for revision if the parties fail to agree hereon.

**ARTICLE 41
PROMOTIONAL PROCESS – LIEUTENANT**

- 1. Only those employees with five (5) years of current Public Safety Officer experience at Oakland Community College and possess minimally an Associate Degree in Law Enforcement/Criminal Justice or related field shall be eligible to apply for the Lieutenant position.
- 2. When the College determines to fill a Lieutenant position, selection of the person to fill that position shall be based upon a testing and evaluation process consisting of three (3) parts:

Written Examination	100 points
Oral Examination	100 points
Seniority	1 point for each full year of service at OCC

A score of 70% is required on the written examination to be considered for the position and move on to the oral examination. The College shall provide the written testing material sources for study. The College shall also make the testing material sources available to applicants within a reasonable period of time before any testing commences. All answers to the written examination must be contained within the source materials.

- 3. The Oral Examination shall be administered and graded by a panel of three (3) people, consisting of a Public Safety Lieutenant, a College administrator, and either another College administrator or an external individual with public safety experience.
- 4. Seniority shall be calculated on a yearly basis, beginning from the applicant's date of hire and determined as of the posting date of the position. An applicant shall earn one point for each full year of employment. Portions of a year do not count toward seniority. Each applicant will therefore accrue one point for each full year of employment. These points will be added to the total of the written and oral examinations.

5. An applicant who does not pass the written test may review his/her test and challenge the result, provided however that the challenge is made within 24 hours of the review and is limited to no more than four questions.
6. The Public Safety Director shall choose among the top three candidates recommended by the committee. If the top ranked candidate is not chosen, a written justification will be provided to those scoring higher than the chosen candidate, if requested. If there are no internal applicants with a score of at least 70 on the written exam, the College may select an external candidate to fill the position.
7. If a Public Safety employee is put in the position, he/she will have a one-year probationary period. At any time prior to the end of the probation, the College or employee may determine that he/she shall return to his/her former position and the College may select from among the remaining candidates. In the alternative, a new search may be undertaken.
8. For the purposes of promotion to Lieutenant, members of the bargaining unit as of July 1, 1989 shall be considered to have satisfied the minimum education and experience requirements for Lieutenant, if they satisfy education and experience specifications required in the September 1986 Sergeant position description.

ARTICLE 42 BUILDING ACCESS

The campus president and his/her designees, as well as maintenance staff and their supervisors, shall have the right of access to College buildings to perform his/her necessary work without the presence of a Public Safety employee.

ARTICLE 43 PERFORMANCE APPRAISAL

Each employee will be evaluated annually using the Public Safety Appraisal Form as provided in Appendix C. This evaluation is intended to improve performance of individuals and shall not be utilized for disciplinary purposes.

ARTICLE 44 WELLNESS/PHYSICAL FITNESS PROGRAM

Jointly recognizing the importance of physical fitness, the College and the bargaining unit jointly support and encourage the active participation of all members in the College Wellness Program. When scheduling permits, bicycle officers will attend monthly bicycle training.

ARTICLE 45 DRUG FREE WORK ENVIRONMENT

Oakland Community College is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence of drugs or alcohol on the job may pose serious safety and health risks. Consistent with Board policy requiring a drug free workplace, the parties agree to incorporate by reference and abide by the Oakland County Sheriff's Department Drug Test Screening Policy for Sheriff's Department Employees, until such time as an alternative policy is developed in consultation with the Union and approved by the College.

ARTICLE 46
STAFF DEVELOPMENT

An advisory team consisting of the Director of Public Safety, one (1) Public Safety unit officer in cooperation with PDTC will decide on the appropriate staff development activities for the union. Individuals may request supervisory approval to attend other staff development activities. Each bargaining unit member is encouraged to complete a number of staff development activities each contract year. Training activities that are considered a necessity as a Public Safety Officer will be included in acquiring Staff Development Activities (i.e. Fire Arms, CPR/AED, PPCT and ASR training).

ON BEHALF OF:

OAKLAND COMMUNITY COLLEGE

POLICE OFFICERS LABOR COUNCIL

Gary S. Casey
Director of Employee Relations

Chet Kulesza
POLC Representative

Jasen M. Witt
Associate Vice Chancellor for Human Resources

Darryl K. Daniels
President

Terry L. McCauley
Director of Public Safety

John A. Franzoni
Vice President

Patrick F. Baldwin
College Public Safety Lieutenant

Kevin O. Taylor
Secretary

Date

Brian D. Strick
Public Safety Officer

APPENDIX A

WAGES

October 29, 2015 - June 30, 2017

Public Safety personnel will be paid on an hourly basis as follows:

A. Public Safety Officer

Start	21.64
One year	24.02*
Two years	25.29
After three years	26.00

2015-2016

Steps, prorated per PA 54

\$600 off -schedule payment (paid December 2015)

2016-2017

Steps

\$600 off-schedule payment (paid December 2016)

The Employer shall pay an additional fifty cents (\$0.50) per hour to those employees who work an afternoon shift, and sixty cents (\$0.60) per hour to those employees who work an evening shift as defined in Article 5(L).

* Employees hired or promoted on or after January 1 and before June 30 are not eligible for the one year increase until July 1 of the following fiscal year.

APPENDIX B

BENEFITS

The College shall provide to the Union the Public Safety Flexible Compensation (Flexcomp) booklet. Complete election forms, information sessions, related materials, and the Flexible Compensation Plan (Flexcomp) booklet will be provided to each union member on or before July 1 of each contract year.

The College shall pay its share of the costs for Benefits specified below. Benefits shall be terminated when an employee is officially separated from the College; is totally and continuously disabled and unable to return to work; or when the employee fails to return from an approved health or sick leave within three (3) working days after end of such leave. Health, dental, vision and life insurance coverage for bargaining unit members on long-term disability or workers' compensation leaves shall be limited as set forth in Article 23(E). All coverage listed below shall commence the first day of the second full month following date of hire.

All coverage shall be subject to the provisions and requirements of the policies and shall not be subject to Article 19 (Grievance Procedure) of this Agreement.

The College shall contribute the same amount of dollars for benefits for employees beyond age 70 as for those less than age 70. Such dollar amount shall be used to purchase as much coverage as possible, but may not equal the coverage provided for employees less than 65 years of age. If coverage is not available, or cost prohibitive, the employees shall receive the benefit cost as a supplement to salary.

The College will provide benefits in compliance with all state and federal regulations.

Benefits will be provided under the Public Safety Flexible Compensation Program (see program booklet).

1. MEDICAL INSURANCE

Medical coverage is effective the first day of the second full month following date of hire for the bargaining unit members and their eligible dependents.

For the period July 1, 2015 through December 31, 2015:

Select Choice – HMO	20% of premium
Deductible	0
Co-insurance	0
Office visit	\$10
Prescription	\$5/\$10/\$10
PPO Plan (in-network)	20% of premium
Deductible	\$500/\$1,000
Co-insurance	90/10, limit of \$1,000/\$2,000
Office visit	\$15
Prescription	\$10/\$20/\$40
PPO Plan (in-network)	20% of premium
Deductible	\$100/\$200
Co-insurance	0
Office visit	\$15
Prescription	\$10/\$20/\$40

Effective January 1, 2016:

For each eligible employee who elects to receive medical coverage from the College, the College will pay monthly for the actual premium cost and/or illustrated rate cost for such medical coverage up to the hard cap threshold as determined by the State of Michigan on an annual basis, divided by 12. As an illustration, the current (2015) hard cap thresholds are:

Single	\$5,992.30
2-Person	\$12,531.75
Family	\$16,342.66

By law, these amounts are subject to annual adjustment by the State for each calendar year (January 1st – December 31st). The annual hard cap amounts as established by the State will be accounted for by the College during the health insurance open enrollment period provided for employees. Notwithstanding this provision, the College’s Board of Trustees retains its right to elect any option (i.e. 80%/20%) provided under Michigan law relative to employer medical insurance coverage contributions on an annual basis.

The medical coverage plan options provided for the College’s exempt management employees will be provided to employees as plan options for elected coverage. Summary Plan Descriptions for each medical coverage plan option offered by the College will be provided to existing employees during the annual health insurance open enrollment period and to new employees upon hire.

At any point during the term of this Agreement, the College may seek quotes from reliable medical carriers/providers for either the existing deductible, co-pay, co-insurance and/or prescription drug card levels or alternative medical coverage plan designs. Upon request, representatives for the Union agree to meet with the College to review and discuss these quotes with the understanding that any change(s) in benefit level(s) is/are subject to negotiation by the parties.

<u>Option</u>	<u>Cost to Employee</u>	<u>Cash Refund</u>
Opt Out	0	\$1,000

Written proof of insurance coverage elsewhere is required for Opt Out. A bargaining unit member or spouse cannot be enrolled in any OCC benefit, as both the subscriber and as a spouse. In the case of both parents being eligible for OCC benefits, dependents are eligible for coverage under only one parent.

The cost sharing payments, if any, shall be made through pre-tax payroll deduction.

2. SHORT-TERM DISABILITY

Weekly benefits are provided subject to proof of loss requirements, payable when employee is disabled due to illness or injury. Weekly benefit applies on the date the period of disability begins. However, the benefit is payable for the period the disability continues after the elimination period of fourteen (14) calendar days. Accumulated sick days, if any, will be used to satisfy the fourteen (14) calendar day elimination period for short-term disability benefits. The benefit will not be payable for longer than the maximum duration of ninety (90) days for one continuous period of disability, whether from one or more causes. Notification of intent by a bargaining unit member to file for short-term disability benefits must be received in the Human

Resources Department (verbally or in writing) within ten (10) working days of the employees' first day off work. Benefits are payable only while under continuous care of a licensed physician. The College/and or the insurance carrier reserves the right to designate a licensed physician in order to conduct an independent medical exam. Sick and vacation days do not accrue while on short-term disability.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	60% of base salary	0	0
Opt I	65% of base salary	\$24	0
Opt II	70% of base salary	\$48	

3. LONG-TERM DISABILITY

Long-term disability benefits provide income if a bargaining unit member is unable to work for a prolonged period. If a bargaining unit member becomes disabled and is eligible for benefits, he/she will continue to receive health, dental, vision and life insurance coverage for a period of two (2) years or the length of the employee's seniority, whichever is shorter. Benefits begin after a qualifying period which is the greatest of ninety (90) days or the applicable period of long-term disability eligibility. Proof of disability from the employee's physician is required. The College and/or the insurance carrier reserves the right to designate a physician at its discretion in order to conduct an independent medical examination. Long-term disability benefits are coordinated with other benefits such as Social Security, Workers' Compensation, and pension benefits. Sick and vacation days do not accrue while a bargaining unit member is on long-term disability leave.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost To Employee</u>	<u>Annual Cash Refund</u>	<u>Monthly Maximum Benefit</u>
Core	60% of base salary	0	0	\$10,000
Opt I	65% of base salary	\$96		\$10,000

In accordance with the 1978 Age Discrimination in Employment Act Amendments and Final Interpretive Bulletin by the Department of Labor, the following shall apply: If disability occurs at age 60 or before, benefits will cease at 65. If disability occurs after age 60, benefits will cease five (5) years after disablement or at age 70, whichever occurs first. If long-term disability benefits commence at age 69 or older, benefits will be paid for twelve months.

In the event an employee is on long-term disability leave and is eligible for benefits, his/her health, dental, vision and life insurance coverage will be limited to a period of two (2) years.

4. DENTAL

Dental care insurance is effective the first day of the second full month following date of hire for bargaining unit members and their eligible dependents.

<u>Options</u>	<u>Annual Benefit</u>	<u>Co-Pay</u>	<u>Ortho Life Benefit</u>	<u>Cost to Employee</u>	<u>Cash Refund</u>
Core	\$1000	80/20	\$2000	0	0
Opt I	\$1000	80/20	\$3000	\$48	0

Opt II	\$1200	90/10	\$2000	\$96	0
Opt Out				0	\$150

Note: Preventative services paid at 100% of reasonable and customary, subject to maximum benefit. One additional cleaning paid at 100% of reasonable and customary during pregnancy, subject to maximum benefit.

5. VISION INSURANCE

A full-time employee and dependents shall be covered by ADN Vision Care Plan or its equivalent (as determined by the Administration). Optional benefits will be provided under the Public Safety Flexible Compensation Program (see program booklet for details).

Vision care insurance is effective the first day of the second full month following date of hire for bargaining unit members and their eligible dependents.

	Core	Option I	Option II	Opt Out
Exams	\$45	\$45	\$45	
Lenses: Single	\$42	\$45	\$21	
Bifocal	\$70	\$75	\$30	
Trifocal	\$84	\$85	\$40	
Frames	\$55	\$60	\$25	
Contacts	\$115	\$125	\$75	
	No refund	\$24 cost	\$12 refund	\$24 refund

6. LIFE INSURANCE

Term Life

Term life insurance is effective the first day of the second full month following date of hire. The benefit will be paid to the bargaining unit member’s designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

Any bargaining unit member who elects OPT I will be subject to evidence of insurability should he/she elect a greater benefit at a later date.

<u>Options</u>	<u>Amount of Coverage</u>	<u>Annual Cost to Employee</u>	<u>Annual Cash Refund</u>
Core	\$100,000	0	0
Opt I	\$ 40,000	0	\$48

Coverage shall be reduced beginning at age 65 according to the following table:

<u>Age</u>	<u>Percent of Age 65 Benefit</u>
65 - 69	65%
70 - 74	45%
75 - 79	30%
80 and older	20%

Additional Optional Term Life

Optional term life insurance is available in an amount up to \$100,000 at the bargaining unit member's expense through payroll deduction at rates established for the employee's specific age group. Optional term life insurance will require evidence of insurability and may be obtained only during regularly established enrollment periods.

Coverage shall be reduced beginning at age 70 according to the following table:

<u>Age</u>	<u>Percent of Age 70 Benefit</u>
70 - 74	65%
75 - 79	45%
80 - 84	30%
85 - 89	20%
90 and older	15%

Employees shall have the right to convert such life insurance to Ordinary Life Coverage at their expense within thirty-one (31) days following termination. Optional benefits will be provided under the Public Safety Flexible Compensation Program (see program booklet for details).

7. EMPLOYEE FLEXIBLE SPENDING/REIMBURSEMENT ACCOUNT

Employee Flexible Spending/Reimbursement Accounts may be established effective the first day of the second full month following the date of hire, subject to open enrollment periods. A bargaining unit member may utilize the Employee Flexible Spending/Reimbursement Account to pay a portion of his/her out-of-pocket uninsured Health Care and Dependent Care Expenses with pre-tax dollars. Minimum and maximum dollar limits are:

	<u>Annual Minimum</u>	<u>Annual Maximum</u>
Health Care:	\$120	\$5,000
Dependent Care:	\$520	\$5,000
Adoption		\$10,960

The Flexible Spending Accounts are administered in accordance with applicable IRS regulations and restrictions and minimum and/or maximum dollar limits on employee contributions shall be consistent with the limits determined by the IRS.

NOTE: Bargaining unit members shall have the opportunity to select different options on an annual basis during open enrollment for benefits listed in Items 1 through 7 above. The annual open enrollment period will be during May of each year, with an effective date of July 1 each year.

8. WHOLE LIFE INSURANCE PORTABLE PROGRAM (permanent life insurance programs)

Whole Life portable insurance is effective upon enrollment and application for bargaining unit members and their dependents who may be eligible for coverage. Costs are based on age/insurability/minimum premiums. The union member pays 100% of premium through payroll deduction.

9. TAX DEFERRED ANNUITIES – SALARY REDUCTION PLAN

- Eligible upon enrollment and application if not previously a member.

- Employees may reduce their salary for contribution in accordance with Internal Revenue Code of 1954, as amended, and the regulations thereunder.
- Employees may not enroll with more than two (2) vendors at a time.

11. WORKERS' COMPENSATION

- Eligible upon employment
- Benefits per schedule established by law for accidents or illness directly attributable to employment.
- Sick days accrue at one-half the normal rate (1/2 day per month) while a bargaining member is on workers' compensation leave; vacation days do not accrue.

12. SOCIAL SECURITY

- Paid by the College and employee.
- Eligible upon employment; participation required.
- Retirement benefits available pursuant to enabling legislation.

13. PERSONAL BUSINESS DAYS

Leave shall be available to bargaining unit members at the rate of three (3) days per year. Personal business leave shall, in most instances, be requested of the immediate supervisor in advance of the requested day of leave. The advance request time may vary depending upon the reason(s) for the personal business leave. Personal business leave not requested in advance may be denied at the discretion of the supervisor and result in loss of pay for the day. Personal business leave is not cumulative. A bargaining unit member will not receive pay for unused personal business leave.

14. MICHIGAN PUBLIC SCHOOL EMPLOYEES RETIREMENT SYSTEM

- Paid by the College with the MIPS portion paid by the employee.
- Eligibility – as determined by enabling Legislation.
- Benefits based on years of service and average earnings.

APPENDIX C

OAKLAND COMMUNITY COLLEGE

PUBLIC SAFETY APPRAISAL FORM

Employee Name _____ Date _____

Job Title _____ Campus _____

Rating Period _____

Unsatisfactory (1) Needs Improvement (2) Satisfactory (3) Very Good (4) Outstanding (5)

DEFINITIONS OF DEGREES OF PERFORMANCE

1. **Unsatisfactory** performance does not meet the requirements of the position.
2. **Needs Improvement** performance is marginal. Employee requires constant supervision. Barely meets minimum standards.
3. **Satisfactory** performance is that which meets the requirements of the position. The position is being covered in an adequate manner and the responsibilities are being handled adequately.
4. **Very Good** performance is marked by initiative and high quality and quantity of work. Employee regularly makes valuable contributions to the organization. Judgments are sound and employee demonstrates knowledge and mastery of his/her position.
5. **Outstanding** performance is consistently characterized by exceptionally high quality work that leaves little or nothing to be desired. Employee repeatedly makes contributions to the organization which are far above the requirements of his/her position.

ANY RATING OF 1 OR 5 MUST INCLUDE WRITTEN DOCUMENTATION TO BE ATTACHED TO APPRAISAL FORM

GENERAL FACTORS	Not Applicable (N/A)	(1) (low)	(2)	(3)	(4)	(5) (high)
Appropriate dress and grooming as prescribed by department policy						
Being prompt for prescribed schedule of working hours						
Familiarity and following of the department's rules and regulations						
Effectiveness in working with other officers						
Reliability with regard to an assigned task						
Self-starting ability; Resourcefulness						
Communication skills						

APPENDIX C

OAKLAND COMMUNITY COLLEGE

PUBLIC SAFETY APPRAISAL FORM

LAW ENFORCEMENT FACTORS	Not Applicable (N/A)	(1) (low)	(2)	(3)	(4)	(5) (high)
Knowledge of the law at state and local levels						
Actions and capabilities taken in preliminary and follow-up investigations						
Maintain firearms proficiency and safety skills according to the Department Policy						

NON-ENFORCEMENT FACTORS	Not Applicable (N/A)	(1) (low)	(2)	(3)	(4)	(5) (high)
Proficiency in emergency first-aid, CPR and AED as measured by training and examinations						
Knowledge, care and proper use of department equipment						

EMPLOYEE COMMENTS

SUPERVISOR COMMENTS

This evaluation has been discussed with me and my signature on this document acknowledges receipt of a copy of this evaluation and in no way signifies agreement with the evaluation.

Employee's Signature: _____ Date: _____

Evaluator's Signature _____ Date: _____

APPENDIX D-1

2015 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Thursday, December 24, 2015 through Monday, January 4, 2016.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Thursday	December 24	Holiday
Friday	December 25	Holiday
Saturday	December 26	Saturday
Sunday	December 27	Sunday
Monday	December 28	Work Day
Tuesday	December 29	Work Day
Wednesday	December 30	Work Day
Thursday	December 31	Holiday
Friday	January 1	Holiday
Saturday	January 2	Saturday
Sunday	January 3	Sunday
Monday	January 4	Work Day
Tuesday	January 5	Return to Work

- 3) For full-time employees, four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A and B.
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor’s Cabinet no later than December 1 of each year. Any employee who works on a day designated as a “work day” above will be paid at time-and-one-half for all hours worked during the winter closedown. In addition, there will be no deduction from leave banks as outlined in #3 above for an employee who works at any time during the winter closedown.

APPENDIX D-2

2016 WINTER CLOSEDOWN

The parties agree as follows:

- 1) There will be a winter closedown from Thursday, December 22, 2016 through Monday, January 2, 2017.
- 2) The winter closedown shall consist of the following calendar dates:

<u>Day</u>	<u>Date</u>	<u>Designation</u>
Thursday	December 22	Work Day
Friday	December 23	Holiday
Saturday	December 24	Saturday
Sunday	December 25	Sunday
Monday	December 26	Holiday
Tuesday	December 27	Work Day
Wednesday	December 28	Work Day
Thursday	December 29	Work Day
Friday	December 30	Holiday
Saturday	December 31	Saturday
Sunday	January 1	Sunday
Monday	January 2	Holiday
Tuesday	January 3	Return to Work

- 3) For full-time employees, the four (4) scheduled work days during the winter closedown shall be charged to any one of the options listed below:
 - A. Two (2) vacation days, plus two (2) days of paid time from the College.
 - B. Two (2) personal business days, plus two (2) days of paid time from the College.
 - C. Any combination of A and B.
 - D. All four (4) days taken without pay, with the understanding that the days would not be considered scheduled work days for the purpose of determining eligibility for holiday pay.
- 4) Employees scheduled to work during the winter closedown must receive written authorization from their immediate supervisor and the appropriate member of Chancellor’s Cabinet no later than December 1 of each year. Any employee who works on a day designated as a “work day” above will be paid at time-and-one-half for all hours worked during the winter closedown. In addition, there will be no deduction from leave banks as outlined in #3 above for an employee who works at any time during the winter closedown.

APPENDIX E

Family and Medical Leave Act

U.S. Department of Labor

Wage and Hour Division

Pages 45-48

Fact Sheet #28: The Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons. This fact sheet provides general information about which employers are covered by the FMLA, when employees are eligible and entitled to take FMLA leave, and what rules apply when employees take FMLA leave.

COVERED EMPLOYERS

The FMLA only applies to employers that meet certain criteria. A **covered employer** is a:

- Private-sector employer, with 50 or more employees in 20 or more workweeks in the current or preceding calendar year, including a joint employer or successor in interest to a covered employer;
- Public agency, including a local, state, or Federal government agency, regardless of the number of employees it employs; or
- Public or private elementary or secondary school, regardless of the number of employees it employs.

ELIGIBLE EMPLOYEES

Only eligible employees are entitled to take FMLA leave. An **eligible employee** is one who:

- Works for a *covered employer*;
- Has worked for the employer for at least *12 months*;
- Has at least *1,250 hours* of service for the employer during the 12 month period immediately preceding the leave*; and
- Works at a location where the employer has at least *50 employees within 75 miles*.

* Special hours of service eligibility requirements apply to airline flight crew employees. See Fact Sheet 28J: Special Rules for Airline Flight Crew Employees under the Family and Medical Leave Act.

The 12 months of employment do not have to be consecutive. That means any time previously worked for the same employer (including seasonal work) could, in most cases, be used to meet the 12-month requirement. If the employee has a break in service that lasted seven years or more, the time worked prior to the break will not count *unless* the break is due to service covered by the Uniformed Services Employment and Reemployment Rights Act (USERRA), or there is a written agreement, including a collective bargaining agreement, outlining the employer's intention to rehire the employee after the break in service. See "FMLA Special Rules for Returning Reservists".

LEAVE ENTITLEMENT

Eligible employees may take up to **12 workweeks** of leave in a 12-month period for one or more of the following reasons:

- The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- To care for a spouse, son, daughter, or parent who has a serious health condition;
- For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

An eligible employee may also take up to **26 workweeks** of leave during a "single 12-month period" to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. The "single 12-month period" for military caregiver leave is different from the 12-month period used for other FMLA leave reasons. *See Fact Sheets 28F: Qualifying Reasons under the FMLA and 28M: The Military Family Leave Provisions under the FMLA.*

Under some circumstances, employees may take FMLA leave on an intermittent or reduced schedule basis. That means an employee may take leave in separate blocks of time or by reducing the time he or she works each day or week for a single qualifying reason. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operations. If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the employer's approval.

Under certain conditions, employees may choose, or employers may require employees, to "substitute" (run concurrently) accrued paid leave, such as sick or vacation leave, to cover some or all of the FMLA leave period. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

NOTICE

Employees must comply with their employer's usual and customary requirements for requesting leave and provide enough information for their employer to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave 30 days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than 30 days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. *See Fact Sheet 28E: Employee Notice Requirements under the FMLA .*

Covered employers must:

- (1) Post a notice explaining rights and responsibilities under the FMLA (and may be subject to a civil money penalty of up to \$110 for willful failure to post);
- (2) Include information about the FMLA in their employee handbooks or provide information to new employees upon hire;

- (3) When an employee requests FMLA leave or the employer acquires knowledge that leave may be for a FMLA-qualifying reason, provide the employee with notice concerning his or her eligibility for FMLA leave and his or her rights and responsibilities under the FMLA; and
- (4) Notify employees whether leave is designated as FMLA leave and the amount of leave that will be deducted from the employee's FMLA entitlement.

See Fact Sheet 28D: Employer Notice Requirements under the FMLA.

CERTIFICATION

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition, the employer may require certification in support of the leave from a health care provider. An employer may also require second or third medical opinions (at the employer's expense) and periodic recertification of a serious health condition. See Fact Sheet 28G: Certification of a Serious Health Condition under the FMLA. For information on certification requirements for military family leave, See Fact Sheet 28M(c): Qualifying Exigency Leave under the FMLA; Fact Sheet 28M(a): Military Caregiver Leave for a Current Servicemember under the FMLA; and Fact Sheet 28M(b): Military Caregiver Leave for a Veteran under the FMLA.

JOB RESTORATION AND HEALTH BENEFITS

Upon return from FMLA leave, an employee must be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy. Employers are also required to continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave. See Fact Sheet 28A: Employee Protections under the Family and Medical Leave Act .

OTHER PROVISIONS

Special rules apply to employees of local education agencies. Generally, these rules apply to intermittent or reduced schedule FMLA leave or the taking of FMLA leave near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under the FLSA regulations, 29 CFR Part 541, do not lose their FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to an eligible employee's use of FMLA leave.

ENFORCEMENT

It is unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise any right provided by the FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any

proceeding, related to the FMLA. *See* Fact Sheet 77B: Protections for Individuals under the FMLA . The Wage and Hour Division is responsible for administering and enforcing the FMLA for most employees. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress. If you believe that your rights under the FMLA have been violated, you may file a complaint with the Wage and Hour Division or file a private lawsuit against your employer in court.

For additional information, visit our Wage and Hour Division Website: U.S. Wage and Hour Division and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4-USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW Washington,
DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243

LETTER OF UNDERSTANDING #1
between
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
and
PUBLIC SAFETY

PUBLIC SAFETY PRESENCE ON HOLIDAYS AND WEEKENDS

This Letter of Understanding between Oakland Community College (hereafter “College”) and the Police Officers Labor Council (hereafter “Union”) is entered into as of October 22, 1998.

WHEREAS, the parties have met to discuss obligations of the college regarding use of Public Safety personnel during holidays and on weekends.

NOW THEREFORE, the parties agree as follows:

1. In the event any College employee is in a College building, a Public Safety employee is required to be present regardless of whether the facility is open to the public, subject to the exceptions stated in paragraphs 2 and 3 below.
2. Public Safety personnel will not be required to work when the president or designee of dean level or higher is in the College facility to perform his/her necessary work and the facility is otherwise closed to the public. In these instances, public safety personnel will not be held responsible for the locking, securing and alarming of the building.
3. Public Safety personnel will not be required to work during the winter closedown provided that the facility is otherwise closed to the public. Exceptions may be granted only by written authorization of the Chancellor. When OCC mechanical maintenance and custodial employees are allowed to work during the winter closedown without the presence of a public safety officer, public safety will not be held responsible for locking, securing and alarming of the building.
4. The terms of this Letter of Understanding shall not be modified except by mutual written agreement of the parties.
5. This Letter of Understanding shall not have any precedential affect on other or similar matters involving the practices or policies of the College.

ON BEHALF OF:
OAKLAND COMMUNITY COLLEGE

POLICE OFFICERS LABOR COUNCIL

Gary S. Casey
Director of Employee Relations

Chet Kulesza
Field Representative

Terry L. McCauley
Director of Public Safety, Risk Manager

Darryl K. Daniels
President

Date

LETTER OF AGREEMENT #1
between
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
and
PUBLIC SAFETY

ADDITIONAL COMPENSATION

This Letter of Agreement between Oakland Community College (College) and the Police Officers Labor Council (POLC) is entered into on July 23, 2014.

The parties met on May 19, 2014 and agree to the following:

1. Additional compensation shall be paid for hours worked in three (3) specialized areas, detailed below.
2. Field Training Officer
Paid for hours worked in this capacity at \$1.50 per hour above base rate.
3. Range Officer
Paid for hours worked in this capacity at \$1.50 per hour above base rate.
4. Defensive Tactics Instructor
Paid for hours worked in this capacity at \$1.50 per hour above base rate.
5. The terms of this Letter of Agreement shall not be modified except by mutual written agreement of the parties.

OAKLAND COMMUNITY COLLEGE

POLICE OFFICERS LABOR COUNCIL

Gary Casey
Director of Employee Relations

Chet Kulesza
Field Representative

Terry McCauley
Director of Public Safety, Risk Manager

Darryl Daniels
President

Date

LETTER OF AGREEMENT #2
between
OAKLAND COMMUNITY COLLEGE BOARD OF TRUSTEES
and
PUBLIC SAFETY

Compensatory Time-Off Pilot

Oakland Community College (the “College”) and the Police Officers Labor Council (the “Union”) mutually agree to establish a pilot program that will provide College employees in positions falling within the Union with compensatory time-off. The terms of this pilot program are as follows:

1. The pilot program will be effective for the 2016/2017 fiscal year – July 1, 2016 through June 30, 2017.
2. In lieu of compensation for approved overtime at the rate of time and one-half, a public safety officer may accumulate up to twenty-four (24) hours of compensatory time-off in his/her compensatory time bank.
3. Compensatory time-off will be earned for approved overtime work at a rate of time and one-half (e.g. 2 hours approved O.T. worked = 3 hours earned compensatory time-off) up to the maximum time specified in section 2 above.
4. Earned compensatory time may be taken as time-off upon request of the public safety officer subject to approval at the discretion of the appropriate Lieutenant. The decision of the Lieutenant shall not be subject to the grievance procedure included within the Master Agreement between the College and the Union.
5. Any banked compensatory time as of the conclusion of the 2016/2017 fiscal year (June 30, 2017) will be paid-out to an eligible public safety officer at a rate of time and one-half of his/her hourly rate of pay for the actual amount of overtime worked in the 2016/2017 fiscal year. Such payment will be made as soon as practicable in one of the regularly-scheduled pays in July 2017.
6. This Letter of Agreement will only remain in effect through June 30, 2017.

OAKLAND COMMUNITY COLLEGE

POLICE OFFICERS LABOR COUNCIL

Gary Casey
Director of Employee Relations

Chet Kulesza
Field Representative

Terry McCauley
Director of Public Safety, Risk Manager

Darryl Daniels
President

Date

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