

6-30-73

Oakland University

Agreement Between

OAKLAND UNIVERSITY

And The

OAKLAND UNIVERSITY POLICE

OFFICERS' ASSOCIATION

1971-1973



LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

PREFACE

The Board of Trustees of Oakland University and the Oakland University Police Officers Association recognize their responsibilities under Federal, state and local laws relating to fair employment practices.

The University and the Association recognize the moral principles involved in the areas of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex, age or national origin.

A G R E E M E N T

1. This Agreement entered into this 15th day of November, 1971, between the Board of Trustees of Oakland University (hereinafter referred to as the "EMPLOYER") and Oakland University Police Officers Association (hereinafter referred to as the "ASSOCIATION").

2. PURPOSE-INTENT

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

The parties recognize that the interest of the Employer and the job security of the employees depend upon the Employer's success in establishing a proper service to the State.

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

Accordingly, the officials representing the Employer and the Association will from time to time during the life of this Agreement, at the request of either and the mutual convenience of both, meet for the purpose of appraising the problems, if any, which have arisen in the application, administration and interpretation of this Agreement and which may be interfering with the attainment of their joint objective as set forth above. Such meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement.

3. RECOGNITION: Employees covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of the Agreement of all Public Safety Officers in the Department of Public Safety, excluding sergeants, supervisors or employees classified as clerical-technical personnel.

4. RIGHTS OF THE EMPLOYER

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

5. AID TO OTHER UNIONS OR ASSOCIATIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association.

6. ASSOCIATION SECURITY

To the extent allowed by the laws of the State of Michigan and during the life of this agreement, every employee beginning after the execution date of this agreement shall be required to become members of the Association or pay the Association a sum equivalent to the membership dues as a service charge.

7. UNION DUES, SERVICE CHARGES AND INITIATION FEES

The Employer shall check off monthly dues or service charges of all members of the unit on the basis of individually signed authorization cards from the first pay of the month and shall forward such dues, or service charges according to instructions supplied in writing by the Association on or before the twentieth (20th) day of each month. Such written authorization shall be irrevocable for one year from the date of this Agreement and shall automatically renew itself for successive one year periods thereafter, unless the employee gives written notice of termination to the Employer and the Association at least fifteen (15) days prior to any anniversary date of this Agreement provided there is in effect an agreement between the Employer and the Association authorizing such deductions. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of the deduction of money for Association dues from an employee's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been forwarded to the Association.

8. REPRESENTATION

The Association President, Vice President and Secretary shall be designated committeemen for purposes of bargaining and grievances. The Association President shall serve as Chairman.

This committee shall be both the negotiating committee and the bargaining committee for the purpose of bargaining on grievances at any meeting where two or more members of management are present.

The Employer agrees to negotiate with the committee as the representative of the officers and shall pay for reasonable time spent in such negotiations or bargaining.

However, no committeeman shall be paid for time used to investigate grievances outside the hours of his shift.

Pay for the investigation of grievances during the hours of his shift shall be limited to five (5) hours in any one week.

Upon termination of employment of any member of the committee he shall cease to function as a committee member.

9. SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the Association President and the Employer or its designated representative upon request of either party. Such meeting shall be between at least two representatives of the Employer and at least two representatives of the Association. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the Conference is requested. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for time spent in such Special Conferences.

10. GRIEVANCE PROCEDURE

Construction. Nothing in paragraphs 10 or 11 will prevent informal adjustment of any grievance and the parties intend that, so far as reasonably possible, every grievance will be resolved between the employee and supervisor immediately involved. Except as otherwise expressly stated in paragraph 11, the procedure established by this agreement for adjustment of grievances will be the Association's exclusive remedy for claimed violations of this agreement by the University. No employee or group of employees will have the right

to initiate an arbitration proceeding. In computing any time limit specified in paragraphs 10 or 11, Saturdays, Sundays and holidays will be excluded.

(a) Except as otherwise provided every grievance the Association or any employee may have with the University (whether arising from an application or interpretation of this agreement or otherwise) will be adjusted as stated in paragraphs 10 and 11.

(b) For the purpose of this grievance procedure, and except as otherwise agreed, there will be one chief bargaining committeeman for the Association and said committeeman must be a nonprobationary employee. The University shall recognize the selection of such committeeman by Association only upon receipt of a written notification of appointment from the Association.

11. PRESENTING A GRIEVANCE

Either an employee, a group of employees or the Association may initiate a grievance* by serving a written notice of it on the University within fifteen (15) days after the occurrence of the facts upon which it is based. Such notice will concisely state the facts on which the problem is based, specify all agreement paragraphs alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the problem will be barred.

(a) Step I

After a proper and timely notice has been filed by an employee, group of employees or the Association, the Director of Public Safety, the Employer and the chief bargaining committeeman will discuss the griev-

*(The word grievance throughout this paragraph is intended to include one or more grievances.)

ance. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) working days after the University receives the required notice. The University will, within two (2) working days after a written and signed adjustment of the grievance at this step, dispatch to the Association a copy of the adjustment and if the Association does not object in writing to such adjustment within five (5) working days of receipt of such settlement the grievance will be barred. If the Association files a proper objection or if no adjustment is reached the grievance will be considered in Step II.

(b) Step II

If the grievance is not satisfactorily adjusted in Step I the Association may, by written request, present the grievance to the Director of Personnel, or his designated representative for further discussion and adjustment. This discussion, unless extended by written agreement for a specified period of time, will be completed within ten (10) working days of Step I's completion.

(c) Step III

If the grievance is not disposed of in Step II the Association, or the University may request a further hearing on the matter before a specially convened Board of Appeal by filing a written request for such a hearing on the other party within ten (10) working days of the completion of Step II. Upon the filing of such a request the following steps shall be taken within ten (10) working days.

(1) The University will designate three persons, at least one of whom shall not have previously participated in the consideration of the grievance under appeal, to serve as members of the Board of Appeals.

(2) The Association will designate three persons, at least one of whom shall not have previously participated in the consideration of the grievance under appeal, to serve as members of the Board of Appeals.

(3) Both the University and the Association shall prepare and submit to the opposite party and the Appeal Board a written statement of unadjusted grievance setting forth the pertinent facts and circumstances surrounding the grievance and the position of the submitting party with respect to the grievance.

(4) The Board of Appeals shall meet and discuss the grievance. The majority vote of the Board shall finally resolve the grievance and a written report of all action taken shall be dispatched to both the Association and the University within five (5) working days. If the Board is unable to reach a majority decision on the adjustment of the grievance under appeal, the report shall so state and the matter may be taken up in Step IV within fifteen (15) working days after receipt of answer.

(d) Step IV

If the grievance is not disposed of in Step III either the University or the Association may ask the American Arbitration Association to arbitrate the grievance under its then current voluntary labor arbitration rules. Any such request will be written, with simultaneous written notice to the other party, and if it is not so filed and noticed within seven (7) days after Step III's completion, the problem will be barred. The parties will bear their own expense individually and share the arbitrator's fee and expenses equally. The arbitrator will be selected by the American Arbitration Association.

The Arbitrator will have no authority to (a) add

to, subtract from, or in any way modify this agreement, (b) substitute his discretion or judgment for the University's discretion or judgment with respect to any matter this agreement consigns or reserves to the University's discretion or judgment, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this agreement, (d) formulate or add any new policy or rule or (e) establish or change any wage or classification.

12. TIME OF APPEALS

(a) Working Day. For the purpose of the time limits in the grievance procedure the term "working day" shall be defined as a normal working day of the Administrative Staff of Oakland University.

(b) Any grievance not appealed from an answer at one level of the procedure to the next level, except as provided for in level IV within five (5) working days of such written answer shall be considered settled on the basis of the last answer and not subject to further appeal.

(c) A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. Reinstatement of a specific grievance will be allowed only once. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

13. WITHDRAWAL OF CASES

(a) After a case has been referred to Arbitra-

tion, the case may not be withdrawn by either party except by mutual consent.

(b) Finality of Decision. There shall be no appeal from any Arbitration decision. Each such decision shall be final and binding upon the Association and its members, the employee or employees involved, and the Employer. The Association will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of any Arbitrator.

14. COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

15. DISCHARGES AND/OR DISCIPLINES

It is important that unjust or discriminatory layoffs, suspensions, or discharges be handled promptly according to the Grievance Procedure. Such grievances must be filed within four (4) working days of the lay-off, suspension, or discharge. All such grievances as mentioned above shall be appealed automatically to Level III of the grievance procedure. The employer shall review the case and give a written answer within three (3) working days of its receipt. If the Employer's answer is not satisfactory to the Association, the grievance may be appealed to Level IV. If the appeal is not filed within five (5) working days, the matter will be considered settled on the basis of the last written answer and not subject to further appeal.

(a) The Employer agrees to notify promptly in writing the employee and bargaining unit chairman upon the discharge or discipline of any employee, including the extent of discipline and the reasons therefore.

(b) A discharged or disciplined employee will be allowed to discuss his discharge or discipline with the committeeman and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. Upon request, the administrative head of the unit or his designated representative, will arrange for a hearing to be held with the discharged or disciplined employee and his committeeman.

(c) Use of Past Record. In imposing any discipline on a current charge the Employer will not take into account any prior infractions of which the Employer had written knowledge, that occurred more than three (3) years previously.

(d) In the event the bargaining unit chairman is discharged or disciplined, he may represent himself or request the representation of the alternate committeeman.

16. SENIORITY DEFINED

Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire.

17. SENIORITY Probationary Employees

(a) New employees hired in a unit shall be considered as probationary employees for the first twelve (12) months of their continuous employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the twelve (12) months prior to the date he completed the probationary period. There shall be no seniority among probationary employees.

(b) The Association shall represent probationary employees for the purpose of collective bargaining

in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged or disciplined employees for other than Association activity.

18. SENIORITY LISTS

(a) The Seniority Lists on the date of this Agreement will show the names of all employees of the unit entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

(b) The Employer will keep the seniority lists up to date at all times, and whenever a Committeeman shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The Employer will, if requested by the Association post corrected seniority lists every six (6) months.

(c) Within thirty (30) days after the ratification of this Agreement and every six (6) months thereafter during the term of this Agreement, the University shall give to the Union the names of all Association members covered by the Agreement together with their addresses as they then appear on the records of the University. The Association shall receive and retain such information in confidence and shall disclose it only to those officials of the Association whose Association duties require them to have such information.

19. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the grievance procedure.

(c) He retires or receives a pension under the Pension Plan of this Agreement. If he receives a pension for permanent total disability and is re-employed, his seniority including that which he otherwise would have acquired during the period of his disability shall be restored.

(d) He is absent from his job for three (3) consecutive working days without notifying the Employer. After such absence, the Employer shall send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of such case is not satisfactory the matter may be referred to the grievance procedure, but the Employer will not accept a grievance of this kind that is initiated more than one (1) month after the occurrence of the incident.

(e) If he does not return to work when recalled from layoff. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(f) Failure to return to work within the time limits of a leave of absence or an extended leave of absence, will be treated the same as (e) above.

(g) If he is laid off during the term of this Agreement for a continuous period equal to the seniority he had acquired at the time of such layoff.

20. SENIORITY OF COMMITTEEMEN

Notwithstanding their position on the seniority list, Committeemen shall in the event of a layoff of any type be continued at work as long as there is a job

in their unit which they can perform and shall be recalled to work in the event of a layoff on the first open job in their unit which they can perform.

21. SUPPLEMENTAL AGREEMENTS

All supplemental agreements shall be subject to the approval of the Employer and the Association. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the Association.

22. LAYOFFS AND RECALLS

When there is a decrease in force, the following procedure shall be followed:

(a) Probationary employees will be laid off first.

(b) Should there be any further reduction in forces, employees will be laid off according to seniority, starting with the lowest seniority employee. Provided, however, that those employees remaining can satisfactorily perform the work.

When the force is increased, employees will be recalled in the inverse order in which they were laid off.

i. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of layoff. The Association Secretary will receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.

ii. Seniority of an employee who is reemployed from a seniority list in the unit that he was laid off from shall be restored to its status as of the date he left the service of the Employer.

iii. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall he shall be considered a quit.

iv. Employees who are recalled to work from a layoff which lasts over thirty (30) calendar days must successfully pass a physical examination to be taken at the Health Center before they return to work.

23. PROMOTIONS

(a) The Employer will make promotions within the unit available on a seniority basis to its employees who possess the general physical qualifications for the job as well as the special qualifications and training necessary for the job under consideration.

(b) Promotional job vacancies will be posted for a period of five (5) working days in a conspicuous place in the work areas of the unit. Holidays shall not be counted as days posted.

(c) Such notice shall remain posted for five (5) working days before the job is filled and the Employer will, whenever possible, fill such job from present employees, giving first consideration to qualifications for the job and seniority. Temporary transfers may be used, if necessary, during the posting period.

(d) The Employer will not be obligated to consider a request for promotion from an employee who has not submitted his request for promotion to the Employer on or before the fifth (5th) working day the job is posted.

(e) If it should become necessary in making a

promotion to bypass an employee's seniority, reasons for denial shall be given in writing to such employee with a copy to the Committeeman.

(f) The employee who is promoted shall be granted a three (3) month trial period to determine:

1. His ability to perform the job.
2. His desire to remain on the job.

(g) During the three (3) month trial period, the employee shall have the opportunity to revert to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Association in writing by the Employer with a copy to the employee. The matter then may become a proper subject for the grievance procedure.

(h) During the trial period, employees will receive the rate of the job they are performing.

(i) An employee who bids on an open job that is posted under this section designated as Promotions, and is subsequently selected and placed on such open job, shall remain assigned to it for three (3) months following the three (3) month trial period before becoming eligible to bid on another posted open job within the unit. Exceptions to this provision may be made when mutually agreed upon by the parties.

(j) If an employee is temporarily (i.e., on a day - to - day basis and for less than five (5) days assigned to a job with a higher maximum rate, and he is capable of doing the job, he shall receive an increase of ten cents per hour, or the starting rate, whichever is greater, but in no event shall he be paid more than the maximum rate of the job to which he is temporarily assigned. If the temporary assignment in a higher classification is for three (3) hours or more,

the employee will receive the increase in pay for eight (8) hours.

24. ABSENCES

An employee is expected not to absent himself from work for any reason other than personal illness without making prior arrangements with his Supervisor. Unless such prior arrangements were made, an employee who, for any reason, fails to report for work is expected to make a sincere effort to immediately notify his Supervisor of his reason for being absent. Should the absence continue, the employee is expected to communicate to his Supervisor at least every three (3) working days the reason for its continuation within practical limits.

25. PERSONAL LEAVE

Leaves of absence up to three (3) months without pay may be granted in cases of exceptional need for those employees who have acquired seniority under this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the employee's family, temporary termination of the employee's work, or an extended trip, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month period, but the total leave time shall not exceed one (1) year. If a personal leave of absence without pay, because of temporary termination of the employee's work lasts for a period of thirty (30) days or more, the employee must take another physical examination before returning to work.

26. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

(a) When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, then the employee must pro-

cure and have available for the Health Center a physician's transcript relative to the case before the employee reports to the Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two (2) years.

(b) The employee who is on personal leave, leave for temporary termination of his work, or leave for sickness or disability will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Payroll Division of the University Business Office about maintaining the employee group insurances during this period. All leaves of absences must be approved by the administrative head and cleared through the Personnel Office.

27. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period equal to their seniority, but not to exceed two (2) years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

28. MILITARY LEAVE

Extended Service

Upon application, a military leave of absence (without pay) will be granted to employees who are employed in other than temporary positions. This applies to employees who are inducted through Selective Service or voluntary enlistment, or if the employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited

to a specific, brief, and nonrecurrent period.

29. MILITARY LEAVE

Short Tours of Duty

Regular, full time employees who belong to the National Guard, Officer Reserve Corps, or similar military organizations, will be allowed the normal fifteen (15) days leave of absence when ordered to active duty for training. In the event these same employees are ordered to active duty for the purpose of handling civil disorders, they will be allowed a maximum of ten (10) days leave of absence during a fiscal year. The Employer will pay the difference between the employee's military pay and regular pay if his military pay is less. If the employee takes military leave during his vacation he will receive full pay.

30. MEDICAL DISPUTE

In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of the Director of University Health Center he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Association, the Director of the Health Center and the employee's doctor shall agree upon a third medical doctor to submit a report to the University and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the University and the employee.

31. UNION BULLETIN BOARD

The Employer will provide enclosed bulletin

boards that may be locked in each district which may be used by the Association for posting notices of the following types:

1. Notices of Association recreational and social events.
2. Notices of Association elections.
3. Notices of results of Association elections.
4. Notices of Association meetings.

32. LIMIT ON USE OF BULLETIN BOARDS

The Association shall have the exclusive right to the use of these bulletin boards. In the event a dispute arises concerning the appropriateness of material posted on the Association Bulletin Boards, the President of the Association will be advised by the Personnel Office of the nature of the dispute and the notices or bulletins in question will be removed from the bulletin boards until the dispute is resolved.

33. WORKING HOURS

(a) Call-in Pay

An employee reporting for emergency duty at the Employer's request for work which he had not been notified in advance and which is outside of and not continuous with his regular work period, shall be guaranteed at least three (3) hours pay and three (3) hours work at the rate of time and one-half. An employee who reports for scheduled work and no work is available will receive three (3) hours pay at his regular straight time rate.

(b) Time and One-Half

The following provisions apply to all areas

of work in the bargaining units except those specifically covered by the original Letters of Agreement, the contents of which are not contained in the Agreement.

1. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) hours in an employee's work day.

2. Time and one-half the regular straight time rate will be paid for all time worked in excess of forty (40) hours in an employee's work week.

3. Time and one-half the regular straight time rate will be paid for all time worked on a designated holiday in addition to holiday pay. However, an employee who works on a holiday may elect to take time off at a later date if it is mutually agreeable.

(c) For purpose of computing overtime pay for over forty (40) hours in an employee's work week, a holiday for which he receives holiday pay will be counted as a day worked.

(d) In no case shall premium pay be paid twice for the same hours worked.

34. HOLIDAY PROVISIONS

(a) The paid holidays are designated as: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, December 24, 1971, Christmas Day, December 31, 1971, and New Year's Day.

(b) Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer the employee will receive an additional day off with pay, the time to be arranged with his Supervisor. When-

ever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before Christmas and the day before New Year's which shall be considered separately each year.

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

(d) If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

(e) Employees who regularly work at least thirty (30) hours per week on a continuous basis will be entitled to holiday benefits proportionate to the time actually employed.

35. PERSONAL LEAVE DAY

(a) Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full time, continuous employee on the employment rolls as of July 1 for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This shall include time off to attend religious services of the employee's own choice, such as Good Friday; time off for the celebration of the employee's birthday; and time off to vote. Each full-time continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or fractional amounts thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0 hours

(b) The personal leave day, or fraction thereof, credited to each full time continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours.

(c) The personal leave day, or any fraction thereof, shall not be utilized during an absence for sick leave or during any other leave of absence.

(d) No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

(e) The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two personal leave days.

36. VACATIONS

(a) Vacations with pay are based on an employee's length of continuous employment as shown in the following plan:

<u>Length Of Service</u>	<u>Vacation Hours Earned</u>
6 months	48 hours
6 months to 5 years	1 day per month
5 years to 10 years	1 1/3 days per month
10 years to 15 years	1 1/2 days per month
15 years and over	15 hours per month except January in which 11 hours will be earned.

(b) If a legal holiday falls within an employee's vacation, he will be given an extra day, the time to be arranged with his Supervisor.

(c) An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

(d) In the event of a dispute regarding the choice of vacation time, whenever possible the seniority employee will be given his choice of vacation time.

37. SUPERVISION WORKING

Supervisors or non-bargaining unit employees shall not be assigned to police work. However, nothing herein shall be construed to prevent such employees performing such work in the case of emergencies and/or instruction or training of employees or necessary work that is the result of unforeseen circumstances.

38. OVERTIME PROCEDURE

Overtime will be equalized among employees as far as practical. Guidelines:

(a) The employee with the lowest accumulated overtime hours who is available will be offered the work.

(b) No part-time or probationary employee shall be asked to work overtime until all seniority employees have been asked.

(c) No seniority employee will be forced to work overtime until all available employees have been offered the work and have refused. At this time the employee lowest in hours must work.

39. WAGE RATE PLAN FOR EMPLOYEES
IN THE BARGAINING UNIT

<u>Public Safety Officer</u>	<u>Start</u>	<u>Step I</u>	<u>Step II</u>	<u>Step III</u>
Effective Nov. 15, 1971	\$9000	\$ 9600	\$10,100	\$10,600
Effective July 1, 1972	9600	10,200	10,700	11,300

Previous Experience

The University and the Assoc. agree that a candidate for a Public Safety Officer position may receive credit for previous police experience, up to a maximum of four years. A candidate with two years, but less than four years may be hired at the one year step on the salary schedule. A candidate with four or more years may be hired at the two year step on the salary schedule.

40. BENEFITS

The University has established a Personnel Benefit Program for full time Clerical, Technical, Public Safety Officers and Bi-Weekly employees.

It is specifically understood and agreed that such policies are not conditions of employment and may be revoked, terminated, suspended, modified or changed at the sole discretion of the University and that such policies are not a part of or subject to any provision of this Agreement.

It is further agreed that such policies shall apply to employees covered by the Agreement who are eligible under the terms and conditions of such policies.

If an employee feels that such policies are not applied properly to him, the question may be taken up with the designated representative of the

University. If the matter is not resolved satisfactorily, the matter may then be referred to the Association.

41. WAIVER

The University and the Association acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, 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 specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

42. CONTRACT DOCUMENTS

The provisions herein contained and the appendices hereunto attached constitute the entire Agreement between the parties.

43. RATIFICATION

The Association agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before _____ November 12 _____, 1971, and the Association will recommend to the employees that it be ratified.

44. TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 1973.

(a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(b) If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) day's written notice of termination but not before the effective termination date of this Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(c) Notice of Termination Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Association and if to the Employer, addressed to Director of Personnel, or to any such address as the Association or the Employer may make available to each other.

EFFECTIVE DATE

This Agreement shall become effective as of
November 15 _____, 1971.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed _____

OAKLAND UNIVERSITY
POLICE OFFICERS' ASSOCIATION

Maxwell J. Pigg

Herbert W. Hart III

EMPLOYER

Carl R. West

Raymond J. Moore

David M. Lang

November 15, 1971

Mr. Lloyd Collins, President
Oakland University Police Officers' Assn.
Department of Public Safety
Oakland University
Rochester, Michigan

Dear Mr. Collins:

It is agreed that the University will continue to furnish uniforms for officers in the Department of Public Safety.

The University has agreed to provide a laundry and dry cleaning allowance of \$100.00 per year. This allowance will be provided to each officer on a quarterly reimbursement basis, upon presentation of appropriate receipts. Vouchers for this allowance shall be processed by the Department of Public Safety. Officers appointed after November 15, 1971 will be provided this allowance on a pro-rated quarterly basis.

Sincerely,

Lawrence K. Fitzpatrick
Director of Personnel

LKF:jb

November 15, 1971

Mr. Lloyd Collins, President
Oakland University Police Officers' Assn.
Department of Public Safety
Oakland University
Rochester, Michigan

Dear Mr. Collins:

The following departmental procedures were agreed upon during our negotiations:

- A. Suggestions turned in to the Director of Public Safety shall be answered in writing. Employees will be required to submit their suggestions in writing to the Director of Public Safety.
- B. Duplicates of all memos and written notices regarding duties shall be given all officers.
- C. Any employee who has been disciplined to the extent that an entry is to be made on his record shall be given a written statement of such discipline, including the reasons for same and extent of discipline.
- D. The University will provide scheduled and unscheduled maintenance for all vehicles assigned to the Department of Public Safety as soon as the facilities in the Public Services Building are available, or until a centralized automobile mechanical maintenance department is established within the Department of University Services Motor Pool.

Sincerely,

Lawrence K. Fitzpatrick
Director of Personnel

LKF:jb

November 15, 1971

Mr. Lloyd Collins, President
Oakland University Police Officers' Assn.
Department of Public Safety
Oakland University
Rochester, Michigan

LETTER OF AGREEMENT

During the life of this contract, the University agrees to establish a committee for the purpose of investigating and recommending changes to the University's existing retirement program. The Association will be authorized equal representation on the committee along with other employee groups now affected by the University Retirement program.

Very truly yours,

Lawrence K. Fitzpatrick
Director of Personnel

Acceptance of Association

Mr. Lloyd Collins
President, Oakland University Police Officers' Assn.

LKF:jb