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Oakland University

Agreement Between

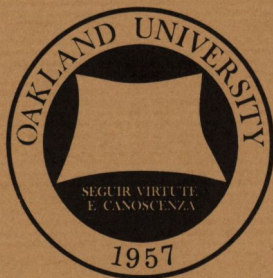
OAKLAND UNIVERSITY

And The

OAKLAND UNIVERSITY POLICE

OFFICERS' ASSOCIATION

1973-1976



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*Employment Relations
Oakland University
Rochester, MI 48062*

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, religion, sex, age or national origin.

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1. DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

(a) "University" means Oakland University, Rochester, Michigan, a state institution of higher education chartered by the State of Michigan.

(b) "Association" means the Oakland University Police Officers Association.

(c) "Employee" means an individual covered by paragraph 4.

(d) "Unit" or "bargaining unit" means the employees, collective covered by paragraph 4.

(e) "Day" means a twenty-four hour period beginning at 12:01 A. M.

(f) "Week" means a seven day period beginning at 12:01 A.M., Monday.

(g) The masculine, feminine and neuter import one another.

(h) "Seniority" as used in this Agreement means the length of continuous service within the Bargaining Unit covered by this Agreement after the successful completion of the probationary period.

(i) "Length of Service" as used in this Agreement means length of continuous service at the University regardless of employee classification or Bargaining Unit affiliation.

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

(k) "Stand-by time" as used in this Agreement means any time an officer is off duty, but has been notified that he must leave a number where he can be reached or must stay at home so he can be called for court or duty.

2. AGREEMENT

This Agreement entered into this 20th day of July 1973, between the Board of Trustees of Oakland University (hereinafter referred to as the "EMPLOYER") and the Oakland University Police Officers Association (hereinafter referred to as the "ASSOCIATION").

3. 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.

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.

4. 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.

5. 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, layoff, etc., for the orderly and efficient operation of the University.

6. AID TO OTHER UNIONS OR ASSOCIATION

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.

7. ASSOCIATION SECURITY - Agency Shop

To the extent allowed by the laws of the State of

Michigan and during the life of this Agreement, every current employee and 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. Employees who fail to comply with the requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment, whichever, first occurs, shall be discharged by the Employer.

8. UNION DUES, SERVICE CHARGES & 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.

9. REPRESENTATION

The Association President, Vice President, Secretary and Treasurer 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 one or more members of management are present.

The Employer agrees to negotiate with the committee as the representative of the officers. On-duty officers who are members of the committee shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits.

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

10. 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.

11. GRIEVANCE PROCEDURE

Construction. Nothing in paragraphs 11 or 12 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 12, the procedure established by the 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 11 or 12, 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 11 and 12.

(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.

12. PRESENTING A GRIEVANCE

Either an employee, a group of employees or the Association may initiate a grievance* by serving a written

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

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 grievance. 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 Employment Relations 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 Appeals 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 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.

13. 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 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 effect financial liability.

14. WITHDRAWAL OF CASES

(a) After a case has been referred to Arbitration, 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.

15. 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.

16. 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 layoff, 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.

(e) Departmental reprimands are to be subject to the grievance procedure.

17. SENIORITY

An employee shall not lose seniority if he is on leave for any of the following reasons:

1. Personal Leave
2. Leave for injury occurring on duty
3. Leave of absence for illness or disability
4. Educational Leave
5. Military Leave

When the employee returns to work after such leave, the seniority that otherwise would have accrued during the period of the leave shall be added upon his return.

Seniority shall not be construed with eligibility for benefits. Benefits, i. e., sick leave, vacation and credit towards longevity do not accrue while on a leave with no pay with the exception of military. Leaves with no pay of less than 90 days shall be credited towards longevity.

18. 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.

19. 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 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.

20. 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 reemployed, 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 month after the occurrence of the incident.

(e) If he does not return to work when recalled from a 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.

21. 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.

22. 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.

23. 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 twenty-two (22) 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. An employee who is reemployed within two (2) years shall have his seniority reinstated and the time laid off shall be credited to his seniority.

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 terminated.

iv. Employees who are recalled to work for a lay-off 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.

24. PROMOTIONS

(a) The Employer will make promotions within the unit available on a competitive basis to its employees who possess the general physical qualification 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 competitive test results. 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 with higher test results, 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 months following the three 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 employ 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 hours or more, the employee will receive the increase in pay for eight (8) hours.

25. 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 arragnements 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 working days the reason for its continuation within practical limits.

26. 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, child rearing, 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 leaves time shall not exceed one 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.

27. LEAVE FOR INJURY OCCURRING ON DUTY

If an officer is injured while actively engaged in the preservation of life and property or in the performance of his normal duties, the officer shall receive full pay and benefits until he is able to return to duty or is eligible for a medical retirement at his and his doctor's discretion.

28. LEAVE OF ABSENCE FOR ILLNESS OR DISABILITY

(a) When a leave of absence without pay is granted due to illness or disability and requires the services of a physician, then the employee must procure and have available for the Health Center a physician's transcript relative to the case before the employee reports to the Health Center for the required physical examination. Absences of this kind can be extended to a maximum of two 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 Department 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 Employment Relations Department.

29. 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 years (without pay) in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

30. 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.

31. 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 leaves

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.

32. 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.

33. 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. Notice of Association meetings.

34. 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 Employment Relations Department 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.

35. MEETINGS

The Association may schedule and conduct its meetings on University property provided it does not disrupt the duties of the employees or the efficient operation of the department.

36. ASSOCIATION OFFICE SPACE

During the life of the Agreement the University will provide office space to be used exclusively by the Oakland University Police Officers Association.

37. WORK SCHEDULES

The work schedule shall be posted at least twenty-eight (28) calendar days in advance of the start of the new schedule.

38. MINIMUM PERSONNEL

A minimum of two employees shall be on road patrol duty at all times.

39. NON POLICE WORK

Employees shall not be required to perform non-police functions, including by way of illustration but not limitation, the cleaning or repairing of departmental office space, or the cleaning or repairing of departmental vehicles.

40. OUTSIDE RESIDENCY

Employees shall be able to reside outside the University and shall be permitted to engage in non-police outside employment with notification to the Director of Public Safety.

41. COPIES OF CONTRACT

The University agrees to deliver a copy of this Agreement to each employee and one copy to the Police Officers Association of Michigan.

42. POLITICAL ACTIVITY

Members have the same rights to participate in political activity while off duty and out of uniform as any citizen.

43. EQUIPMENT

A. The University shall provide and maintain three vehicles which meet the following minimum requirements:

1. Four door sedan models.
2. Minimum engine of 400 cubic inch with four barrel carburetor or comparable equipment.
3. Three speed automatic transmission.
4. Power steering and power brakes.
5. Air conditioning.

6. Electric trunk openers, operated from the driver's position.
7. Protective shields installed between the front and rear seats.
8. Minimum of five watt two-way radios.
9. Acceptable rotating lights and audible siren.
10. Electric shotgun racks installed in front seat area.
11. Tires to be replaced when tread wear indicators first appear

B. The University will within 48 hours of notification from an officer of need for repair whether minor or major have subject vehicle delivered to dealership for check and necessary repairs. Repairs will be completed as soon as possible except for non-availability of necessary parts.

If notification is delivered on a weekend the 48 hour period will begin on Monday morning.

C. The University will be responsible for cleaning the interior and exterior of the vehicles at least once a week or more often if needed.

D. The University shall continue to furnish uniforms on a need basis for all public safety officers.

E. The University shall pay each officer the sum of \$135.00 in 1973-74, \$150.00 in 1974-75 and \$175.00 in 1975-76 for the cleaning and maintenance of his uniforms. This allowance will be provided to each officer on a quarterly reimbursement basis.

F. The University shall pay each officer the sum of \$25.00 in 1973-74, \$50.00 in 1974-75 and \$75.00 in 1975-76 for the purchase of duty related equipment on a quarterly basis.

44. WORKING HOURS

A. Call-in pay

An employee reporting for duty at the Employer's request for work which is outside and not continuous with his regular work period, shall be guaranteed at least four (4) hours pay and four (4) hours work at the rate of time and one-half.

B. Each employee shall be granted a minimum of sixteen (16) hours off duty time between regularly scheduled work periods.

C. Court time

An employee reporting for duty for "court time" during his off duty hours shall be paid at the rate of time and one-half the regular straight time rate with a minimum of two (2) hours paid for each appearance.

D. Stand-by time

An employee who is notified that he is on "stand-by" shall be paid at the rate of time and one-half the straight time rate for the period of time that he is on "stand-by".

E. Overtime pay

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.

F. Any time an employee finds it necessary to perform a police action which is in conjunction with matters that pertain to the University or to its constituents, he shall automatically be placed on duty and shall be paid at the rate of time and one-half the regular straight time rate if the supervisor or officer in charge agrees the action was necessary. If neither is present such payment will be given only after perusal of the incident by the Director of Public Safety or his designated representative to ascertain the legitimacy of the additional manpower.

G. 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.

H. In no case shall premium pay be paid twice for the same hours worked.

45. HOLIDAYS

A. The following shall be designated as paid holidays:

(1) New Year's Day

(2) Easter

- (3) Memorial Day
- (4) Independence Day
- (5) Labor Day
- (6) Thanksgiving Day
- (7) The day following Thanksgiving Day
- (8) December 24th
- (9) Christmas Day
- (10) December 31th

B. Whenever one of these holidays falls on a scheduled day off in the employee's work week the employee will receive an additional day off with pay, the time to be arranged with his supervisor.

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

D. 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.

E. 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.

F. 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.

46. PERSONAL LEAVE DAYS

Personal leave days, 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 personal business matters during the course of the fiscal year commencing on such date. Each full time continuous employee who is hired after the beginning of the fiscal year shall be credited with personal leave days or fractional amount thereof as follows:

	1973-74	1974-75	1975-76
July through December	20 hrs.	28 hrs.	40 hrs.
January through March	10 hrs.	14 hrs.	20 hrs.
April through May	5 hrs.	7 hrs.	10 hrs.
June	0	0	0

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 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 personal leave days.

47. VACATIONS

A. Vacation with pay are based on an employee's length of continuous employment as shown in the following plan. Vacation time is earned per biweekly pay periods.

LENGTH OF SERVICEVACATION HOURS EARNED

	1973-74	1974-75	1975-76
6 months	52 hours	56 hours	60 hours
6 months to 4.5 years	4 hrs. per biweekly pay period	5 hrs. 1st 8 pay periods 4 hrs. other pay periods	5 hrs. 1st 16 pay periods 4 hrs. other pay periods
4.5 years to 9.5 years	11 hrs. 1st pay period 5 hrs. other pay periods	6 hrs. 1st 14 pay periods 5 hrs. other pay periods	6 hrs. 1st 22 pay periods 5 hrs. other pay periods
9.5 years to 14.5 years	2 hrs. 1st pay period 6 hrs. other pay periods	7 hrs. 1st 4 pay periods 6 hrs. other pay periods	7 hrs. 1st 12 pay periods 6 hrs. other pay periods
14.5 years and over	9 hrs. 1st pay period 7 hrs. other pay periods	8 hrs. 1st 10 pay periods 7 hrs. other pay periods	8 hrs. 1st 18 pay periods 7 hrs. other pay periods

B. Vacation time may be accumulated up to the amount of vacation an employee accumulates in an eighteen (18) month period.

C. 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.

D. 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, except as abridged by this Agreement, will be considered a break in an employee's service record in determining vacation allowances.

E. 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.

48. 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.

49. 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.

50. 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 July 20, 1973	\$10,000	\$10,700	\$11,350	12,000
Effective July 1, 1974	10,410	11,225	12,040	12,745
Effective July 1, 1975	10,840	11,775	12,775	13,535

Step one shall start one year after hire date, step two shall start two years after hire date, step three shall start three years after hire date.

Previous Experience

The University and the Association 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.

51. HOSPITALIZATION INSURANCE

A. Hospitalization Program. The University will provide a comprehensive hospital-medical plan with the following benefits:

1. 365 days at Prevailing Semi-Private Room and Board Rate
2. Unlimited additional Hospital Benefits
3. Unlimited Out-Patient Accident Emergency Care
4. Medical In-Hospital Benefits - 365 days @ \$6.00 per day
5. Unlimited Diagnostic Benefits
6. Unlimited Supplementary Accident Benefits
7. Surgical Fee Schedule - \$1,200
8. Radiation Therapy - \$600
9. Prescription Drug Rider - \$1.00 deductible

B. Major Medical Program. The University shall provide for all full time members of the bargaining unit, a \$50,000 Major Medical insurance plan. The plan shall provide dependent coverage, with a cash deductible of \$100, which is the out-of-pocket amount payable by the insured individual for covered expenses. Co-insurance provisions require that the individual pay 20% and the Major Medical plan pays 80% of the first \$5,000 of all Covered Expenses above the deductible amount. Thereafter, the plan pays 100% of all Covered Expenses.

The University will pay the entire cost of the premium for this insurance.

The University will pay the full cost for the full family contract of this insurance plan.

52. LIFE INSURANCE

The University shall provide each full-time member of the unit with an amount of term life insurance not less than \$15,000 in 1973-74 and \$20,000 thereafter. The University will pay the entire cost of this premium.

The University shall also provide optional plans for additional term life insurance. Premiums for the coverage described in the following schedule shall be paid by the unit member.

Schedule A	Schedule B
\$10,000	\$20,000
Premium per month	Premium per month
\$4.30	\$8.60

53. TRAVEL ACCIDENT INSURANCE

The University shall provide a full coverage travel accident insurance plan which will cover unit employees who are traveling on official University business. This plan will also cover unit members who must use their private vehicles for police work or official University business. The University will contribute the entire cost of this insurance premium.

The University will also reimburse unit members who must use their private vehicles for police work or official University business at the rate of 10¢ per mile for each mile the vehicle is used.

54. LONG TERM DISABILITY INSURANCE

The University shall provide for all full-time members of the unit, a long-term disability insurance plan through the

T. I. A. A. providing the following benefits:

1. A Monthly Income Benefit after six months of total disability not to exceed \$1,500 per month.
2. A Monthly Income Benefit and a Monthly Waiver of Premium Benefit.

The University will pay the entire cost of the premium for this insurance.

55. SICK DAYS

All full time employees will be entitled to paid sick days earned at the rate of 1/2 day every two weeks. A regular part-time employee will be entitled to paid days proportionate to the time actually worked. The maximum accumulation will be a total of 130 sick days. Sick days will be authorized for the following reasons:

- (a) Acute personal illness or incapacity over which the employee has no reasonable control.
- (b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- (c) Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
- (d) Disability due to pregnancy or childbirth.

An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He

cannot be paid for both on the same day, nor will be charged for a day of sick leave.

An employee under the retirement plan who separates from the Employer for retirement purposes in accordance with the provisions of the University retirement plan shall be paid for fifty (50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

An employee not under the retirement plan who has at least five years, but less than ten years, of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee not under the retirement plan who has at least ten years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

56. LONGEVITY PAY

All full-time regular employees will be eligible to receive longevity payments after the completion of six years of continuous service by October 1 of any year. On December 1 following eligibility the longevity payment will be payable and each subsequent December 1 thereafter in accordance with the following schedule:

<u>Seniority</u>	<u>Annual Longevity Pay</u>
6 or more & less than 10 yrs.	2% of ann. base salary
10 or more & less than 14 yrs.	3% of ann. base salary

14 or more & less than 18 yrs.	4% of ann. base salary
18 or more & less than 22 yrs.	5% of ann. base salary
22 or more & less than 26 yrs.	6% of ann. base salary
26 or more	8% of ann. base salary

Longevity pay shall be computed on the base salary paid during the first regularly scheduled pay period of the calendar year in which longevity pay is due excluding all premium pay. No longevity payment as shown in the above schedule shall be paid for that portion of an employee's regular base salary which is in excess of \$6,000.

Pro-rated payments shall be made to those employees who retire under the University retirement plan prior to October 1 and to those who retire prior to October 1 of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of the separation. In case of death, longevity payments shall be made to the dependent. Such pro-rated payments as indicated above shall be based on the number of calendar months of full time service credited to an employee from the preceding October first to the date of retirement, separation or death and shall be made as soon as practicable thereafter.

57. RETIREMENT BENEFITS

The University shall provide a TIAA-CREF Retirement Annuity Plan to replace the University Non-Contributing Retirement Plan (Non-Con) to provide basic retirement security for employees covered by this Agreement. The principle features are:

Section 1. The Non-Con program will cease to exist and will be replaced by a TIAA-CREF Annuity Program for all permanent full-time bargaining unit members effective September 1, 1973.

Section 2. Contribution amounts and eligibility requirements of the TIAA-CREF program will be as follows:

a. The program will be offered to all permanent full time employees with at least three years of service.

b. The program will be required, as a condition of employment, for those who have attained age 35 and three years of service.

c. Those employees who are 55 years of age or over on September 1, 1973, may elect to remain subject to the Non-Con formula (See Section 3 (a) below).

d. The contribution levels for the employee and the University will operate on the following schedule:

July 20, 1973	--	2% employee/5% Oakland University
July 1, 1974	--	2% employee/6% Oakland University
July 1, 1975	--	3% employee/7% Oakland University

e. The employee and the University's contributions to TIAA-CREF will purchase an annuity with the dollar value based on the entry date, earnings and years of participation coupled with the interest and experience of TIAA and/or CREF.

Section 3. An individual employed as of June 30, 1973, shall have a pension from the Non-Con program frozen as follows:

a. Service credits for the determination of the pension shall be 1% for each of the first 10 years of continuous employment and 2% for each year thereafter.

b. The pension amount shall be determined by multiplying the employee's annual yearly earnings as of

June 30, 1973, by his service credits and then adding 10%.

c. The maximum pension frozen shall be \$3,000.

d. An employee who was employed June 30, 1973 and retires under the minimum provision of the Non-Con plan (i. e., 62 years of age with 15 years of service or 25 years of service and subject to normal actuarial reductions, if any) shall receive the amount of the frozen pension in addition to the retirement pension from the contributions made to the individual TIAA-CREF annuity.

e. Employees who "retire" (terminate) without meeting the minimum provisions for vesting under the Non-Con plan will receive a retirement pension solely from the contributions made to the individual TIAA-CREF annuity.

f. For those employees age 55 or over who do not elect to participate in the TIAA-CREF program, their retirement will be figured solely on the Non-Con formula.

Section 4. An employee who retires prior to 65 years of age must make advance arrangements with the Payroll Department of the University Business Office for the payment of group life insurance and hospitalization insurance premiums, if any. After the first day of July following attainment of age 65 the University will assume responsibility for premium payments for group life insurance for those participating, and no further contribution by the employee is required. After that date premiums for hospitalization insurance, if any, will be deducted from the employee's pension check.

58. FUNERAL LEAVE

A. If a death occurs among members of an

employee's immediate family the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of four days.

B. Definition of Immediate Family

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

One day, the day of the funeral, is allowed in the case of the death of an uncle, aunt, nephew, niece or cousin.

C. Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pall-bearer at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

59. EDUCATIONAL BENEFITS

All full-time Public Safety staff members may enroll for any course offered by the Division of Continuing Education and receive a 50% discount on tuition except for those courses listed as "no tuition discount" courses. Upon the successful completion of approved job related courses, an employee will receive a full reimbursement of paid tuition from the Department of Public Safety.

60. EFFECTIVE DATE AND DURATION

This Agreement will be effective from 12:01 a. m. (prevailing Rochester time) July 20, 1973, to 12:00 midnight (prevailing Rochester time) June 30, 1976. It is subject to reopening on two economic issues and two non-economic issues by either party upon written notice to the other party 60 days prior to any July 1 of any of the years this Agreement is in effect.

(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) days 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 Employment Relations, or to any such address as the Association or the Employer may make available to each other.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR
HANDS:

Date Signed August 22, 1973

OAKLAND UNIVERSITY
POLICE OFFICERS' ASSOCIATION

Martin L. Figg

Gary D. Johnson

OAKLAND UNIVERSITY

Gael R. Heston

Colleen Dolan

Margaret D. Taylor

Earl W. Gray