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Agreement between the Fraternal Order of Police, Lodge 141 and Michigan State University, 2000-2003

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Local Fraternal Order of Police Lodge 141

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Bargaining Agency Michigan State University

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Notes

Contact

Full text contract begins on following page.

TABLE OF CONTENTS
ARTICLE PARAGRAPH PAGE

Preface 1 1
Agreement 3 1
1 Recognition of the Lodge 4 1
2 Management Rights 8 2
3 Management Security 11 3
4 Lodge Security and Checkoff 13 3
5 Lodge Bargaining Committee 27 6
6 Probationary Period 29 6
7 Grievance Procedure 30 7
8 Discharge and Discipline 45 10
9 Special Meetings 55 12
10 Seniority 58 13
11 Layoff and Recall 61 14
12 Loss of Seniority 72 15
13 Scheduling 73 16
14 Vacation Leave 80 18
15 Personal Leave Time 90 19
16 Overtime 97 20
ARTICLE PARAGRAPH PAGE
17 Holidays/Special Pass Days 113 23
18 Longevity Pay 119 24
19 Health-Dental Care Coverage 126 26
20 Employee Paid Life Plan 128 26
21 Sick Leave 130 27
22 Medical Dispute 142 28
23 Funeral Leave 143 29
24 Leave for Lodge Conferences or Conventions 148 30
25 Death Benefit Insurance 150 30
26 Extended Disability Plan 153 31
27 Long-Term Disability Plan 155 31
28 Retirement Benefits 161 32
29 Uniforms 167 33
30 Automobiles and Equipment 170 33
31 Liability Insurance 173 34
32 Educational Assistance 175 34
33 Wages 182 37
34 Savings Clause 187 38
35 Terms of this Agreement 188 38
Memorandum of Understanding 40
Index 43

PREFACE

-1 Michigan State University and Lodge 141 of the Fraternal Order of Police recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment and affirmative action practices.

-2 The University and the Lodge recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, religion, color, sex, age or national origin. Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is neuter.

AGREEMENT

-3 This Agreement is entered into this First day of July, 2000, between the Michigan State University, hereinafter referred to as the "Employer" and Lodge No. 141, of the Fraternal Order of Police, Michigan State University Division, hereinafter referred to as the "Lodge." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1 RECOGNITION OF THE LODGE

A. Recognition

-4 Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Lodge for the purpose of collective bargaining for all employees covered by the bargaining unit.

B. Definition of the Bargaining Unit

-5 The Bargaining Unit consists of all regular, full-time sworn employees of the Department of Police and Public Safety (Protective Services) whose positions are classified as Police Officers V through I and Sergeants V through I. All other employees in this department are excluded from recognition in this bargaining unit such as employees in positions classified as Director, Assistant Chief, Deputy Chief, Captain, Lieutenant, Crossing Guard, Student, Clerical Personnel and full-time parking enforcement personnel.

C. Notification

-6 The Lodge will furnish to the Director of Employee Relations in writing within thirty (30) days of the signing of this Agreement, a list of officers of the Lodge and shall within thirty (30) days of any change in said list, advise the Director of Employee Relations in

writing of such changes.

-7 In the event of a change in the departmental rank structure, the change will not affect the membership of the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

-8 The Lodge recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

-9 All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the Employer.

-10 The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided however, the Employer shall notify the Lodge whenever possible of any such amendments, supplements or additions at least fifteen (15) days in advance of their effective date. Such rules shall be reasonable and shall relate to the proper performance of employee's duties and shall not be applied in a discriminatory manner. Any rule or regulation may be discussed under the provisions of Article 9 of this Agreement. A rule may be subject to the grievance procedure (Article 7) only when it is applied to an employee of this bargaining unit in an unreasonable or discriminatory manner.

ARTICLE 3 MANAGEMENT SECURITY

-11 The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the University.

-12 Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment as to employees, and/or of exercise of any legal right or remedy as to the Lodge, and/or cancellation of the Agreement by the Employer, subject to the provision of Article 8 of this contract.

ARTICLE 4

LODGE SECURITY AND CHECKOFF

-13 The Employer will not discriminate against any employee because of membership in the Lodge.

A. Checkoff

-14 The Employer agrees to deduct from the regular monthly pay of each Lodge member who has an executed Check-off Authorization Form on file, the Lodge's dues or service charge for the following month subject to all of the following subsections. The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with this Article.

-15 The Lodge's Check-off Authorization Form shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made thereof.

-16 The Lodge shall exclusively use and provide the Employer with Check-off Authorization Forms as herein provided for:

VOLUNTARY CHECK-OFF AUTHORIZATION CAPITOL CITY LODGE 141

Print _____

Last Name First Name Middle Initial

I certify that Capitol City Lodge 141, Fraternal Order of Police is my designated collective bargaining representative and I hereby authorize and direct to my Employer _____ to deduct from my earnings during this month and each successor month an amount determined by Capitol City Lodge 141 and request that this amount be forwarded to the Treasurer of Capitol City Lodge 141. This authorization and direction shall be irrevocable for the period of the joint bargaining agreement between Lodge 141 and my Employer, and I agree and direct that this authorization and direction shall be automatically renewed with each succeeding applicable joint bargaining agreement between the Lodge and my Employer, unless written notice is given to the Lodge and my Employer by me.

Date: _____ Signature _____

-17 The Employer will present employees with check-off authorization cards at the time of initial employment. If the employee chooses not to authorize payroll deduction at the time the card is presented, the Employer will notify the Lodge.

-18 All Check-Off Authorization Forms shall be filed with the Employer's Payroll Office who may return any incomplete, or incorrectly completed form to the Lodge's Treasurer, and no checkoff shall be made until such deficiency is corrected.

-19 The Employer shall check off only obligations which come due at the time of checkoff, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Lodge.

-20 The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Controller, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore that the remittance is incorrect.

-21 The Lodge agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from employee's pay of Lodge dues or service charge or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge. The Employer shall not be liable to the Lodge by reasons of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

B. Agency Shop Provision

-22 Employees covered by this Agreement at the time it becomes effective and who are members of the Lodge at that time shall be required as a condition of continued employment to continue membership in the Lodge for the duration of this Agreement.

-23 Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Lodge for the duration of this Agreement on or before the 10th day after the 30th day following the beginning of their employment in the unit or pay to the Lodge a sum equivalent to the initial fee and membership dues as a charge for representation services.

-24 An employee who shall tender an initial fee (if not already a member) and the periodical dues or a sum equivalent to the initial fee and periodical dues uniformly required of all employees in the bargaining units that are represented by the Lodge shall be determined to meet the conditions of this Section.

-25 Employees of the bargaining units that are represented by the Lodge shall be determined to be in compliance with this Lodge security clause if they are not more than 60 days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services. The Employer shall be notified in writing by the Lodge of any employees in the bargaining unit that are represented by the Lodge who are 60 days in arrears in payment of the membership dues or the sum equivalent.

-26 The Lodge shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from this Article or from complying with any request for termination under this Article.

ARTICLE 5 LODGE BARGAINING COMMITTEE

-27 The bargaining committee of the Lodge will include not more than six (6)

representatives. These representatives shall be composed of four (4) Lodge members of the Michigan State University bargaining unit, and two (2) non-Michigan State University employee representatives. No more than three (3) representatives will be on duty during the day bargaining takes place. The Lodge will furnish the Office of Employee Relations with a written list of the Lodge's bargaining committee, and any alternates, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

-28 Employee members of the Lodge bargaining unit will be paid for the time spent in negotiations with the Employer, including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift. If the employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining as time worked during this tour of duty of that day. The time of the hours to be worked to complete his/her normal tour of duty for that day will be determined by the employee's shift supervisor.

ARTICLE 6 PROBATIONARY PERIOD

-29 When a new employee is hired in the unit, he/she shall be considered as a probationary employee for the first twelve (12) months of his/her continuous, regular, full-time employment. The probationary period may be extended by written notice to the employee in cases where the regular probationary period was interrupted by medical leave or any injury restricting regular duty of the employee. The period of extension shall equal the period of the intervening impairment. In no event shall the extension exceed a period of six (6) months. If any extension of probation occurs under this section, it should not result in the delay of wage increments or other contract benefits. The Lodge shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. For the first six (6) months of the probationary period, assignment to overtime events for eligible employees shall be with the sole discretion of the Assistant Chief or his/her designee.

ARTICLE 7 GRIEVANCE PROCEDURE

-30 Any employee having a dispute over the interpretation or application of the terms of this agreement, shall present it to the Employer as follows:

A. Step I

-31 If any employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor and/or other appropriate superior within five (5) working days after the date the facts have occurred or

should have reasonably been known to occur.

B. Step II

-32 If the problem is not resolved by the immediate supervisor, the shift coordinator or an officer of the Lodge must reduce the grievance to writing on the official grievance form used by the Lodge and present it to the Director of Police and Public Safety or his/her designee within five (5) working days after its alleged occurrence or oral discussion in order to be a proper matter for the grievance procedure. A grievance shall be defined as a written dispute concerning the interpretation, application, and alleged violation of any of the terms of this agreement. The grievance shall be dated and signed by the aggrieved employee and his/her shift coordinator or an officer of the Lodge and shall set forth the facts including dates and provisions of the agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Director of Police and Public Safety or his/her designee receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be scheduled between the Director of Police and Public Safety or his/her designee to discuss the grievance within five (5) working days from the day the written grievance was received.

-33 A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months 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.

-34 Unless the grievance is withdrawn as provided above, the Director of Police and Public Safety or his/her designee will then answer the grievance in writing within five (5) working days from the meeting at which the grievance was discussed.

-35 If the Employer requests that the aggrieved employee be present in any step or step of the grievance procedure, he/she will be required to do so.

C. Step III

-36 If the answer from the Director of Police and Public Safety or his/her designee is not satisfactory, the local division president or his/her designee shall submit his/her appeal within five (5) working days of the receipt of the Step II answer to the Director of Employee Relations or his/her representative indicating the reasons why the written answer of the Director of Police and Public Safety or his/her designee was unsatisfactory. A meeting between no more than three (3) representatives of the Lodge and three (3) representatives of the Employer will be scheduled within five (5) working days from the date the appeal is received by the Office of Employee Relations to discuss the grievance. The Director of Employee Relations or his/her representative will then answer the

grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed.

-37 The Lodge representatives may meet, if on the Employer's property at a place designated by the Employer, for at least one-half (1/2) hour preceding the meeting with the representatives of the Employer for which a written request had been made.

-38 The local division President or his/her representative shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the local division President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the local division President leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the grievances and will not be abused; and the local division President or his/her representative will perform his/her regularly assigned work at all times except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Meeting.

D. Step IV

-39 If the Office of Employee Relations' answer was unacceptable, settlement may be determined by decision of an arbitrator selected by the parties. The Lodge President will notify the Office of Employee Relations indicating why the Office of Employee Relations' answer was not satisfactory. In the event the Lodge and the Office of Employee Relations do not agree on an arbitrator within seven (7) working days, the Lodge shall file a demand for arbitration with the American Arbitration Association within five (5) working days of failing to mutually agree on an arbitrator who shall select an arbitrator and the arbitrator shall establish a mutually acceptable hearing date. The fees and approved expenses of an arbitrator will be paid by the parties equally. The rules of AAA apply to all arbitration hearings.

-40 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement nor shall he/she substitute his/her discretion for that of the Employer or the Lodge where such discretion has been retained by the Employer or the Lodge nor shall he/she exercise any responsibility or function of the Employer or the Lodge.

-41 Finality of Decisions - There shall be no appeal from the arbitrator's decision. Such decision shall be final and binding upon the Lodge and its members, the employee or the employees involved and the Employer.

E. Time Limits

-42 When reference to working days is made, only weekdays, Monday through Friday

will be considered. Saturday, Sunday and holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless time shall be extended by mutual written agreement of the parties. If the Lodge requests an extension of the time limits in writing, the Employer will not unreasonably deny such a request.

-43 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within five (5) working days of the date of the expiration of the applicable time limit.

-44 If a grievance is not appealed within the applicable time limits after

- a) receipt of the previous step answer,
- b) failure to schedule a meeting, or
- c) failure to answer the grievance,

the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

ARTICLE 8 DISCHARGE & DISCIPLINE

-45 Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than a negative or punishing procedure.

-46 When positive measures fail and the Employer determines that punishment or discharge is necessary, such punishment or discharge shall be imposed by the Director of Police and Public Safety or his/her representative.

-47 The levels of punishment that the Employer may utilize include: oral reprimand, written reprimand, suspension without pay for a period not to exceed thirty (30) days or dismissal.

-48 In the event of disciplinary action other than oral reprimand, the employee involved shall be provided, by the Employer at the time of the discipline, a complete written statement of the charges against him/her, with a brief and concise statement of why this action is being taken. The Lodge shall be provided with a copy of the discipline in a timely fashion.

-49 The employee shall have the opportunity to meet with the Lodge representative and/or Lodge Attorney at the time he/she receives notice of disciplinary action and the Lodge representative and/or Lodge Attorney shall be present if so requested by the employee at the time of the disciplinary action. Only one representative shall serve as a spokesperson during the proceedings.

-50 Should the employee feel that such punishment or discharge is unjust, he/she may have the option of pursuing the challenge to the discipline through the utilization of an

Appeal Board or the Grievance Procedure in accordance with Step III and IV set forth in Article 7. This election must be made in writing by the employee to the Director of Police and Public Safety within three (3) working days after being advised on the punishment imposed and must include a statement as to whether the Grievance Procedure or the Appeal Board process has been selected. If the employee elects the Appeal Board process, the Director of Police and Public Safety shall refer the matter to the Appeal Board, and the employee, by making the election for an Appeal Board, permanently waives the right to pursue the matter through the Grievance Procedure and agrees to be bound by the Appeal Board's decision.

a) The Appeal Board shall consist of three (3) members. One member shall be a representative of the Employer and one member shall be a representative of the Lodge. The third member shall be an independent third person not affiliated with the Department or the Lodge. The members of the Appeal Board herein described shall be selected in the following manner:

1) Employer Representative: The names of all Employer Representatives shall be placed in a box and the Employer shall draw therefrom five (5) names. Once the names of the Employer Representatives have been drawn, the disciplined employee, or his/her designated representative, shall strike four (4) of the five names from the list. The remaining named representative shall be the Employer's Representative on the Appeal Board.

2) Employee Representative: The names of all Employee Representatives shall be placed in a box and the disciplined employee, or his/her designated representative, shall draw therefrom five (5) names. Once the names of the Employee Representatives have been drawn, the Employer shall strike four (4) names from the list. The remaining named representative shall be the Employee's Representative on the Appeal Board.

3) Independent Representative: The names of Independent Representatives, taken from a list of previously agreed upon members established by mutual agreement of the University and the Lodge, shall then be placed in a box and a name is to be drawn therefrom by either an Employer Representative or a Lodge Representative. The named person drawn will serve as the third member of the Appeal Board. Determination as to whether the Employer or the employee will draw the name of the Independent Representative for the first Appeal Board Proceeding under this system will be determined by a flip of a coin. Thereafter, the parties will alternate the right to draw a name for each Appeal Board. In the event the list of Independent Representatives has not been finalized by the time the first Appeal Board is to commence, a special meeting shall be called under the Special Meetings section of this Agreement, to finalize the list. The list shall have at least seven (7) names.

b) The Appeal Board shall be scheduled within three (3) days, for the purpose of reviewing the disciplinary action, and shall render its disposition on the matter in writing within three (3) days, following the Appeal Board meeting.

c) After a disciplinary matter has been referred to the Appeal Board, it may not be

withdrawn by either party except by mutual consent.

d) When the membership of the Appeal Board is established, each member and the Appellant will be provided with copies of the following, three (3) days prior to the scheduled hearings:

- 1) statement of charges;
- 2) investigative reports;
- 3) any existing report of the matter prepared by the Appellant.

e) The Appellant shall be entitled to be represented by an attorney of his/her choice at the Appeal Board and shall be given an opportunity to cross-examine witnesses of the Employer and call witnesses of his/her own. The Appeal Board shall be closed to the general public.

-51 Whenever a criminal charge or charges are preferred by a warrant against an employee, it shall be the prerogative of the Employer to suspend the employee without prejudice and without pay until the charges, if any, within the criminal justice system are concluded.

-52 While it is considered that an employee who is charged in the criminal justice system with violation of a criminal act should be suspended without pay until final determination of the case, an exception may be made if the Director or his/her designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he/she will authorize alteration in suspension to one with pay.

-53 Acquittal of disciplinary charges entitles the employee to back pay at regular rate for the time of his/her suspension without pay minus any compensation derived from the Employer (for example, but not limited to unemployment insurance payments) and any compensation derived from other sources during time periods which would have been occupied by scheduled employment with the Employer had the employee not been suspended or dismissed.

-54 A record of oral reprimand shall remain in the employee's Official Personnel Folder(s) for a period of up to six (6) months. Other disciplinary actions shall remain in the employee's Official Personnel Folder(s) for a period of up to twenty-four (24) months.

ARTICLE 9 SPECIAL MEETINGS

-55 The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special 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. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

-56 The Lodge representatives may meet, if on the Employer's property at a place designated by the Employer, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

-57 Employee representatives of the Lodge at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 10 SENIORITY

A. Definitions

-58 University Seniority - Length of continuous employment starting with original date of hire with the Employer, including periods of authorized leaves of absence and layoffs consistent with other articles of this Agreement. This date shall be used for benefit purposes.

-59 Unit Seniority

a) Police Officer: Total length of employment from date sworn as a Police Officer.

B. Seniority Lists

-60 Management shall maintain a roster of employees, arranged according to unit seniority, showing name, position, class, and seniority date, and shall furnish a copy to the Lodge in March of each year.

ARTICLE 11 LAYOFF AND RECALL

A. Definition

-61 Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

B. Order of Layoff

-62 No permanent or probationary employee shall be laid off from his/her position in the

Department of Police and Public Safety while any seasonal, temporary or provisional employees are serving in the same position class in that Department.

-63 Except as provided below, the layoff of probationary or permanent employees in the Department of Police and Public Safety shall be in inverse order of seniority.

C. Demotion in Lieu of Layoff

-64 Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Department of Police and Public Safety. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he/she has not previously held permanent status.

D. Notice of Layoff

-65 Employees to be laid off shall be given at least twenty-one calendar days prior notice.

E. Preferred Eligibility Lists

-66 Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Department of Police and Public Safety. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

-67 Names shall remain on the lists for six (6) months or the length of their seniority whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Department of Police and Public Safety before any other persons are selected for employment or promotion in those classes.

-68 Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

-69 Employees who decline recall or who in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

G. Restoration to Positions from which Demoted

-70 Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligibility lists.

H. Other Provisions

-71 Employment by the Department of Police and Public Safety of temporary, auxiliary, or reserve personnel shall be limited to duties normally performed by students, and may only be supplemental to, and shall not replace members of the bargaining unit.

ARTICLE 12 LOSS OF SENIORITY

-72 An employee shall lose his/her status as an employee and his/her University and unit seniority if:

- a) He/She resigns or quits.
- b) He/She is discharged or terminated and not reinstated.
- c) He/She retires.
- d) He/She does not return to work from layoff within ten (10) calendar days after being notified to return by certified or registered mail or by telegram addressed to the employee at his/her last address filed with the Office of Human Resource Services. An employee who changes addresses must notify the Employer of the change.
- e) He/She has been on layoff for a period of time equal to his/her unit seniority at the time of his layoff or two (2) years, whichever is lesser.
- f) He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE 13 SCHEDULING

A. Definition

-73 Because Police Officers and Sergeants are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to those days as "Pass Days."

B. Scheduling

-74 The use of Pass Days, pursuant to Article 16, Section A, Paragraph 97, a & b, may be requested and may be taken subject to management direction or approval.

-75 Overtime and call-back time shall be authorized by management. A regular scheduled shift shall be posted once each month to determine the normal workday for every member of the bargaining unit.

C. Schedule Deviation

-76 For patrol personnel excepting investigative and task force personnel, if there is a deviation from the normal work scheduled, a five (5) days notice shall be given. If a five (5) days notice is not given, those hours worked outside of the posted schedule shall be paid at the rate of time and one-half.

D. Changing

-77 Employees covered hereby, may change a pass day after the schedule has been posted, if they receive permission from the Platoon Supervisor(s) of the shift(s) involved.

E. Trading Shifts

-78 Employees of the bargaining unit may trade shifts with another employee of equal rank, subject to the approval of management, providing the change does not cause the payment of overtime. Management approval shall not be unreasonably withheld. Notice of the requested trade must be submitted by the affected employees at least 28 days in advance of the effective date of the shift period affected by the trade. The duration of the trade will be for the entire shift period. Disputes arising under this provision shall be reduced to a grievance beginning at Step 2 of the grievance procedure. If a Step 3 meeting is thereafter required, the Office of Employee Relations will respond to the grievance at this meeting. The Lodge will decide whether to arbitrate the dispute and the parties will select the arbitrator the same day. The dispute shall be submitted to immediate expedited binding arbitration with a bench decision being rendered by the arbitrator the same day of the arbitration hearing.

F. Officer in Charge

-79 An Officer designated as the "Officer in Charge" will be compensated for the time spent in this capacity at his/her regular rate of pay as well as an additional rate as outlined in the following chart:

Time spent as "Officer in Charge" Additional Rate

Less than two hours None.

2-4 hours One-half (1/2) hour at the rate of time and one-half (1 1/2) the officer's regular rate of pay.

More than 4 hours One (1) hour at the rate of time and onehalf (1 1/2) the officer's regular rate of pay.

ARTICLE 14 VACATION LEAVE

-80 Effective July 1 of each year employees will accumulate vacation in a lump sum according to the following schedule based upon total service months.

Date of Hire through 60 months - 12 days (96 hours)

61st month through 120 months - 18 days (144 hours)

121st month and beyond - 24 days (192 hours)

New employees must complete 6 months of service prior to utilization of leave accrual.

-81 New employees whose service dates do not correspond to July 1 and who will progress from one level to the next for accrual purposes during the fiscal year shall receive their annual accrual adjusted accordingly.

-82 If an employee terminates or is placed on an unpaid leave of absence, the vacation accrual will be adjusted accordingly and will be reflected in the last paycheck, if necessary.

-83 Vacation accrual is not cumulative and must be taken by June 30th of each year, except that employees will be allowed to carry over to the next year amounts to the maximum shown below:

12th month through 60th month 24 hours carry-over

61st month through 120th month 36 hours carry-over

121st month and beyond 45 hours carry-over

In no event will an employee be allowed to carry over amounts in excess of the above credits.

-84 Vacation will not accrue during an approved leave of absence without pay, while on regular Workers' Compensation, during an extended military leave of absence, during a terminal vacation period, in excess of Special Maximum Accrual, nor while on layoff.

-85 An employee's vacation pay will be based on his/her base rate of pay.

-86 If a University designated holiday falls within an employee's vacation, the employee will be paid for the holiday and will not be charged for vacation that day. When an employee terminates, he/she shall be paid for any unused vacation, but shall not be paid for a University designated holiday which may fall within the terminal vacation period except in the case of transition into University Retirement.

-87 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her 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.

-88 Vacation leaves shall be granted to employees covered hereby, by management of the Department and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made by February 28 preceding the period required. Officers are granted vacation in accordance with a first come, first serve basis.

-89 If any employee experiences illness or accident during his/her vacation and is hospitalized or presents a physician's statement satisfactory to the Employer that he/she was under the care of a physician, he/she may submit an amended Report of Absence charging the vacation credits to his/her sick leave account.

ARTICLE 15
PERSONAL LEAVE TIME

-90 Personal leave time, with pay, shall be granted annually to each full-time, regular employee on the payroll as of July 1, for the purpose of attending to, of caring for, personal matters during the course of the fiscal year commencing on such date. Effective July 1 of each year employees will accumulate personal leave time in a lump sum according to the following schedule:

Employment date prior to 7/1/84 Employment date after 7/1/84
64 hours 24 hours

-91 The forty (40) hour Personal Leave time adjustment is the former compensatory week as identified and transferred from the Memorandum of Understanding.

-92 It is expressly understood that officers employed after 7/1/84 shall be eligible only for 24 hours of Personal Leave time.

-93 Personal leave time credited to each full-time, continuous employee shall be utilized and charged to that employee in increments of not less than one (1) full hour. The employee shall obtain the approval of his/her Supervisor prior to utilizing any portion of accrued personal leave time.

-94 No carry-over of unused personal leave time from one fiscal year to another shall be allowed. Employees may, however, be compensated, upon request, prior to July 31st of each year for not more than forty (40) hours of personal leave time not used during the previous fiscal year. Such compensation must be requested by March 31 each year and will be at an employee's straight hourly rate as calculated at the close of the fiscal year. An employee terminating prior to January 1, shall only be eligible for one-half (1/2) of the annual personal leave accrual, to be adjusted on the employee's final payroll check. No portion of the regular 24 hours granted to all employees shall be reimbursable.

-95 An employee may opt to have forty (40) hours of personal leave time (formerly compensatory time) added to their base salary on a one-time basis. The compensation shall be on the basis of a straight-time, hourly rate x forty (40) hours added to the base rate. Any option exercised under this paragraph is an irrevocable decision and constitutes a buy-out for the employee.

-96 The forty (40) hours of personal leave (formerly compensatory time) granted to employees who were employed prior to July 1, 1984, shall not be subject to negotiations without the approval of a majority of those employees receiving the benefit.

ARTICLE 16
OVERTIME

A. Definitions

-97 a) Normal Work Cycle - A normal work cycle for regular full-time Police Officers and Sergeants shall consist of a twenty-eight (28) day cycle of one hundred sixty (160) hours with no more than eight (8) hours per day, not including meals. Eight (8) pass days are granted within every twenty-eight (28) day work cycle for a total of one hundred four (104) pass days each year. There will be no less than two pass days granted consecutively unless requested by the employee and approved by the Employer.

b) Normal Work Week - A normal work week for regular full-time Service Officers shall consist of a seven (7) day cycle of forty (40) hours with no more than eight hours per day, not including meals. Two (2) pass days are granted within each seven (7) day cycle for a total of one hundred four (104) pass days each year. There will be no less than two (2) pass days granted consecutively unless requested by the employee and approved by the Employer.

c) Normal Work Day - A normal work day for regular full-time employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.

-98 On-Call - The term "on-call" means that situation where an off-duty employee is officially advised by a designated representative that he/she should be prepared to return to duty. The employee being so informed shall then remain at home, or at a location no further from his/her home to the station and which is made known to the department, and be in full control of his/her faculties if ordered to return to duty. The on-call status will be terminated by a return telephone call to the individuals placed on call. Employees who are placed on an on-call status shall be credited at the rate of one-half (1/2) hour compensatory time for each hour or portion of an hour they remain on the on-call status. On-call compensations shall not apply to those employees assigned to task forces and/or investigations.

B. Overtime

-99 Hours worked by employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated as described in Sections C, D, and E below.

C. Time and One-Half the Straight Hourly Rate

-100 Any routine of two (2) hours or less that is an extension of the employee's normal work day shall be compensated at the one-and-one-half rate. Examples of such work include, but are not limited to, complaint investigations, follow-up investigations, etc.

-101 All hours worked during an emergency situation as declared by the Director or his/her designee. (Example: Riots, demonstrations, on and off Campus; tornados and tornado warnings; power failures; snowstorms; floods, or any other declared emergency.)

a) In those situations where an employee is called back and where he/she has not been notified in advance and the call-back is not continuous with his/her regular work period, the employee shall receive not less than three (3) hours pay at the time and one-

half rate.

b) In those situations where an employee is required by the Employer to remain at the University because of an emergency situation, the employee shall receive time and one-half compensation for the time he/she is required to remain at the University.

-102 Routinely scheduled events such as Officers' and Supervisory meetings, qualification shoots, training sessions and other Special Events such as football, basketball, registrations, etc., shall be compensated for at the rate of time and one-half for only the actual time the officer is required to be in attendance or work.

-103 Those individuals designated by the department to instruct in recruit schools or other duly authorized training sessions, while off duty, shall be compensated at the rate of time and one-half for only the actual time they are scheduled to instruct, unless reimbursement is provided to the individual by the training agency.

-104 Officers subpoenaed or directed into court including Probate Court and official hearings, during off duty hours shall be compensated at the rate of time and one-half their regular hourly rate for the time they actually spend in court. Officers regularly scheduled for first platoon or night jump shift slated to appear within twelve (12) hours after their shift is due to terminate, shall receive a three (3) hour minimum overtime guarantee; all other officers shall receive a two (2) hour minimum overtime guarantee. Where witness fees are provided, such fees shall be submitted to the Employer.

-105 Officers scheduled to work overtime shall be given a minimum four (4) hours notification if the overtime event is to be canceled. If less than four (4) hours notice is given, the Officer shall be paid one (1) hour at the rate of time and one-half. Notice will be considered given with verification that the department attempted to call to give the four (4) hours notice.

D. Time and One-Half Compensatory Time Rate or Time and One-Half Straight Hourly Rate

-106 All hours worked due to call-back immediately preceding the employee's normal work day for only such time actually worked.

-107 Employees who are required to obtain complaints and warrants and validate complaints while off duty shall be compensated at the rate of time and one-half for a minimum of two (2) hours. Note Paragraph -101. However in those instances where an officer is required to obtain complaints and warrants and validate complaints immediately preceding or following his/her tour of duty, he/she shall be compensated at the rate of time and one-half for only the actual time worked.

-108 Officers may request time and one-half compensatory time in lieu of time and one-half pay for overtime hours worked as listed under Section C. These requests must be made through the Deputy Chief or his/her designee and are subject to his or her

designee's approval.

E. Other Provisions

-109 No compensation shall be provided for time necessitated by the employee's negligence.

F. Approval of Overtime

-110 All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article, Paragraph -100.

-111 The individual officer's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the department during the period when the overtime is actually worked.

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-112 Payment for overtime, call-back time, and court appearances (paragraph 104) shall not be duplicated for the same hours worked as heretofore provided.

ARTICLE 17

HOLIDAYS/SPECIAL PASS DAYS

-113 The following holidays (special pass days) are designated by the Employer as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, the day before or after Christmas Day, and the day before or after New Year's Day which are considered separately each year.

-114 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 management. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas Day and the day before or after New Year's which shall be considered separately each year.

-115 There will be no holiday pay when:

a) An employee is absent on the working day immediately preceding or immediately following the holiday, unless his/her absence is excused.

b) The employee is on leave of absence without pay, on layoff, or Regular Workers' Compensation.

c) A holiday falls during a vacation period preceding termination (except when an employee is retiring).

-116 If the employee works on a University designated holiday as set forth in paragraph 113, he/she shall be paid double time for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

-117 When a University designated holiday falls on a Monday or Friday, employees not scheduled to work that holiday shall also be scheduled off for the weekend which immediately precedes or follows the holiday itself to the extent practicable as determined by the Shift Commander.

-118 An employee who is on vacation or sickness and disability leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.

ARTICLE 18 LONGEVITY PAY

-119 All regular full-time employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

-120 Longevity Year - The longevity year is defined as the twelve month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

-121 Longevity pay shall be computed as a percentage of the employee's annual base rate of pay, but not to exceed the schedule. Base rate of pay shall be that rate which an employee is being paid on September 1 prior to payment. If an employee is not on the payroll as of September 1, the rate to be used will be the rate upon his/her return. Base rate of pay shall not include overtime or premium pay.

-122 Initial Eligibility - The last date of hire as a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six years of full-time continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active full-time employment for a least 39 calendar week (273 calendar days) for six consecutive years and an employee on October 1. Periods of active full-time employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

-123 Continuing Eligibility - After establishing initial eligibility employees must be actively employed fulltime for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

-124 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule following shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

-125 Longevity Pay Schedule:

Continuous Service Annual Percentage

6 or more and less than 10 years 2% of annual wage

10 or more and less than 14 years 3% of annual wage

14 or more and less than 18 years 4% of annual wage

18 or more and less than 22 years 5% of annual wage

22 or more and less than 26 years 6% of annual wage

26 or more years 8% of annual wage

ARTICLE 19 HEALTH-DENTAL CARE COVERAGE

-126 If coverage is desired, full-time regular employees may enroll for health insurance coverage within sixty (60) days of their employment date. The employee can select either Blue Cross/Blue Shield, Blue Care Network or Physicians Health Plan. Upon the establishment of eligibility and enrollment for the health care coverage selected by the regular, full-time employee, the Employer will contribute toward the monthly premium costs as follows:

a) The Employer will pay the full amount of the single subscriber rate regardless of the medical plan selected.

b) The Employer's contribution to the applicable total premium cost of two-party or family coverage for the Blue Cross/Blue Shield programs will be equal to that provided to Administrative-Professional employees. The family contribution amount may also be applied to the monthly premium cost of either two-party or family coverage under Blue Care Network or Physicians Health Plan.

-127 Regular full-time employees are provided a dental program.

ARTICLE 20 EMPLOYEE PAID LIFE PLAN

-128 If coverage is desired, the University will make available to regular full-time employees a group life plan. The plan is entirely funded from employee premiums, and rates are subject to future group experience. The coverage is decreasing term with no cash or loan value. Employees may select coverage under one option: either salary indexed or fixed benefit.

-129 Participation in the plan is optional. However, if enrollment does not take place within 60 days of employment, the employee forfeits the right to participate at a later

time without submitting satisfactory evidence of insurability.

ARTICLE 21 SICK LEAVE

-130 Full-time employees accrue leave credits at the rate of four (4) hours for each two (2) weeks of service. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1,200 hours.

-131 Sick leave shall be available for use by employees for the following purposes:

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. Should any employee of the bargaining unit be quarantined because of exposure to contagious disease during the course of his/her employment, he/she shall not lose sick leave.

c) Medical and dental care to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

-132 All employees shall accumulate sick leave from the date they are hired.

-133 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act provided he/she follows the instructions of the University Physician, and provided he/she returns to work not later than the time recommended by the University Physician. Following the first seven (7) days, such employee shall be paid the difference between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted. Should an employee recover sufficiently to return to work, the University will attempt to reassign the employee a job based upon his/her work abilities, experience and qualifications.

-134 Employees who have exhausted their sick leave credit and are still unable to return to work may, as an option, continue to receive their pay by using their accrued vacation credit.

-135 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

-136 Employees who leave to enter the Armed Services of the United States under provisions of the Selective Service Act, who are members of the Armed Forces and are

called to active duty, who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

-137 An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/She cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

-138 Each Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from a personal physician concerning his/her disability.

-139 All payments for sick leave shall be made at the employee's base rate of pay.

-140 An employee may use accrued sick leave credits not to exceed twenty-four (24) hours in a fiscal year for the illness of a member of the immediate family. An additional sixteen (16) hours may be used for the care of dependent children who are ill. The total number of hours shall not exceed forty (40).

-141 The Employer, for cause, may direct an employee to go on sick leave.

ARTICLE 22 MEDICAL DISPUTE

-142 In the event of a dispute involving any employee's physical ability to perform his/her job on his/her 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 University's physician, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Lodge, the University's physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

ARTICLE 23 FUNERAL LEAVE

-143 If 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 (including both the day of the death and the day after the funeral). Employees will be paid for the number of scheduled working days excused up to a maximum of three (3) days).

-144 Definition of the Employee's Immediate Family – The employee's immediate family shall be interpreted as including spouse, child, stepchild, parents, legal guardian,

sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-inlaw, grandchild, stepparents, half brother, half sister, stepbrother, stepsister, and same-sex domestic partner as provided for in the Board of Trustee resolution dated September 8, 1997.

-145 One day, the day of the funeral, is allowed in the case of the death of an employee's or spouse's uncle, aunt, nephew, or niece. (For the purpose of this article, "aunt" shall include the uncle's wife and "uncle" shall include the aunt's husband.).

-146 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 pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

-147 If scheduling permits, permission will be granted to a maximum of two (2) on-duty employees for one (1) regularly scheduled day, utilizing a department vehicle if available, to attend the funeral of a police officer killed in the line of duty anywhere in the State of Michigan.

ARTICLE 24 LEAVE FOR LODGE CONFERENCES OR CONVENTIONS

-148 The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following functions:

a) Two (2) persons for five (5) days every other calendar year to attend FOP national meetings. Two (2) pass days will be granted at the beginning and two (2) pass days at the end of the requested period, upon request.

b) Two (2) persons for three (3) days to attend the FOP State of Michigan meeting each calendar year. One (1) pass day will be granted at the beginning and one (1) pass day at the end of the requested period, upon request.

-149 Requests for such leave shall be filed in writing with the Director of Police and Public Safety, or his representative, by the 5th day of the month preceding the month in which the leave is desired.

ARTICLE 25 DEATH BENEFIT INSURANCE (EXPANDED LIFE PLAN)

-150 Effective January 1, 1989, the Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.

-151 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence of 180 days or less) equal to one year's annual base salary or wage (i.e., basic hourly rate times 2080). Accrued sick

leave, vacation, personal leave, and longevity pay are included in the expanded life insurance payment; they are not in addition to it.

-152 The employee may designate a beneficiary if desired; if none is designated the expanded life insurance benefit payment will be made to the beneficiary under the Employee Paid Life Program if enrolled; otherwise payment will be made in a lump sum to the estate.

ARTICLE 26 EXTENDED DISABILITY PLAN

-153 Eligibility - Regular full-time employees with at least five (5) years of continuous full-time employment are eligible for extended disability leave.

-154 Usage - In cases which are expected to result in total disability (as defined in LTD master contract), eligible employees will be granted extended disability leave with full pay and benefits for up to six months or until all accruals are exhausted, whichever occurs later. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee. The total aggregate of all paid leaves, when used for total disability will specifically end in six (6) months or when the total aggregate of all paid leaves is exhausted, whichever occurs later.

ARTICLE 27 LONG-TERM DISABILITY PLAN

-155 A University-paid Long-Term Disability plan will be provided for all regular full-time employees.

-156 After a 180 day disability waiting period, the Long-Term Disability program provides for a continuation of the monthly wage equal to 60% of the monthly base salary, up to a maximum monthly benefit of \$3,000 (including any offsets stipulated in the master contract, e.g. benefits from social security or Workers' Compensation). The Long-Term Disability program includes a 3% cost of living rider and a \$50 per month minimum benefit.

-157 The Long-Term Disability program also pays the employee's 5% contribution and the University's 10% contribution to the TIAA-CREF retirement program or other retirement program made available through the University that is selected by the employee.

-158 If disability commences at or prior to age 60, benefits are payable under this program to age 65. If the disability commences after age 60, benefits are payable for five years or to age 70, whichever is sooner. When LTD benefits cease as described above, the employee may begin to receive his/her retirement annuity.

-159 At the University's expense, a disabled employee may continue to participate in the

basic group life and health care and dental programs, if the employee is not on the active payroll.

-160 The employee should contact the Benefits Office for information on Long-Term Disability benefits as soon as it appears that he/she may be off work for 180 days or more.

ARTICLE 28 RETIREMENT BENEFITS

-161 Complete details concerning the provision of the University's retirement plan applicable to this bargaining unit are outlined in a brochure which may be obtained from the Benefits office. The plan shall be available to members of the bargaining unit upon employment and participation will be compulsory for employees who have attained age thirty-five (35) and have two (2) years of service.

-162 Mandatory Age - Termination or retirement shall be compulsory on the first day of the month following attainment of age 70.

-163 University Retirement Defined - University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous full-time employment, or 2) at any age with 25 years of continuous full-time employment.

-164 An employee who retires under the definition in paragraph 163 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50) percent of one thousand two hundred (1,200) hours, as of the effective date of separation.

-165 An employee who does not meet the definition of University Retirement in paragraph 161 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in paragraph 162 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one thousand (1,000) hours unless he/she has received a University contribution to TIAA/CREF, in which case he/she shall be paid as in paragraph 163.

-166 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in paragraph 163 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in paragraph 163 but who are 65 years of age at the time of their separation. Such prorated 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 or separation and shall be made as soon as practicable thereafter.

ARTICLE 29
UNIFORMS

-167 A. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

B. The Employer will supply all police officers with "Uniform Boots." These "Uniform Boots" will be replaced by the Employer as needed consistent with the procedures for replacement of other Employer supplied equipment.

-168 The University will be responsible for and pay for the dry cleaning of issued uniforms.

-169 Officers assigned to the Investigations Section as investigators shall be allowed no more than \$500.00 to purchase clothing to be used in the performance of their duties. Officers assigned as investigators to the Investigations Section shall also receive a \$100.00 allowance for dry cleaning. The cleaning and clothing allowances shall be combined and paid quarterly in advance in increments of \$150.00. If an employee leaves or is reassigned, a pro-rata adjustment will be made for the advance payment.

ARTICLE 30
AUTOMOBILES AND EQUIPMENT

-170 In the procurement of motor vehicles for patrol purposes the Employer shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

-171 The Employer agrees to meet and confer with the Division President or his/her designee regarding specifications for new vehicles for patrol use.

-172 At the time of fleet changeover, administrative vehicles will be placed, wherever possible, into nonpatrol functions.

ARTICLE 31
LIABILITY INSURANCE

-173 It is the policy of the institution to support its officers, faculty and staff in the performance of their official duties to support students and volunteers and when performing services arising out of their employment with and under the direction or approval of the University. The services and duties described herein include but are not limited to participation in a wide range of University committees, panels and boards. Should the above identified parties become involved in litigation because of such activities, the University will assume their defense, provide legal counsel and satisfy resulting judgments against them.

-174 Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to have become a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

ARTICLE 32
EDUCATIONAL ASSISTANCE

-175 Full-time employees who meet the following provisions may apply for reimbursement or tuition waiver for up to sixteen (16) credits per academic year, which are job related or promote professional development, under the educational assistance program:

A. Completion of 12 continuous full-time equivalent service months prior to the first day that classes begin at the institution.

B. 1. Reimbursement: Approval of the credit course(s) by the department administrator or designee and submission of Educational Assistance Application to Human Resources Development (HRD), five (5) working days prior to the first day classes begin at the institution.

2. Waiver: Approval of the credit course(s) by the department administrator or designee, and submission of the Educational Assistance Application to HRD thirty (30) days prior to the enrollment billing date set by the Fees and Scholarships Office.

C. Completion of the credit course(s) at an accredited college or university with a 2.0 or better grade.

-176 There shall be no released time from the work schedule to attend class.

-177 Reimbursement - To receive reimbursement, the employee shall submit evidence that he/she has successfully completed the course to HRD.

-178 A. Reimbursement for the courses will be at the MSU per credit tuition rate not to exceed sixteen (16) credits per academic year, plus the MSU matriculation fee where applicable.

B. Tuition Waiver:

1. Bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU courses enrolled in through the University's oncampus enrollment procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event

she/he does not successfully complete the course(s).

2. Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to HRD 30 days prior to the semester billing date set by the Fees and Scholarships office. The application must be marked with a request for tuition waiver.

3. If the above timelines are met and the educational assistance application is approved, HRD will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Lodge.

4. Employees will be responsible for all charges in excess of the Matriculation Fees and in excess of sixteen (16) credits per academic year.

5. Employees who have had their tuition waived will authorize HRD to verify completion of approved courses with Enrollment Services upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the Union agrees that the University will payroll deduct the waived tuition.

-179 If the employee is covered by benefits such as scholarships or fellowship aid, government aid, G.I. bill benefits, or similar assistance, reimbursement will be made only for that portion of the tuition fee which exceeds the amount of those benefits. Employees are expected to seek compensation or reimbursement from non-University funds when eligible and where conditions are equal to or better than University benefits.

-180 Educational assistance will terminate on the employee's last day of active employment. An employee must complete a course as an active employee in order to receive tuition reimbursement.

-181 Course Fee Courtesy Program - Employees with 60 continuous full-time equivalent service months are eligible under the Course-Fee Courtesy Program as it is provided to the faculty of the University.

ARTICLE 33 WAGES

-182 Effective 7-1-2000, the base salary for Public Safety Officers in all pay grades and for Sergeants in pay grades V, IV, III, and II shall increase by 3%. Effective 7-1-2000 the base salary for Sergeants in pay grade I shall increase by 5%.

PO SGT

V \$37,443 \$40,542

IV 41,113 43,886

III 43,067 46,824

II 45,109 49,427

I 48,949 53,893

-183 Effective 7-1-2001, the base salary for each employee in the bargaining unit will be increased by 3%.

1. A one percent (1%) lump sum (not in the base) payment, of the July 2, 2001 base (hourly rate times 2080 hours) shall be made to all employees in the bargaining unit on the payroll as of July 1, 2001 as a one-time payment.

PO SGT
V \$38,566 \$41,758
IV 42,346 45,203
III 44,359 48,229
II 46,462 50,910
I 50,417 55,510

-184 Effective 7-1-2002, the base salary for each employee in the bargaining unit will be increased by 1%.

PO SGT
V \$38,952 \$42,176
IV 42,769 45,655
III 44,803 48,711
II 46,927 51,419
I 50,921 56,065

-185 All officers who are assigned to regularly scheduled rotating shifts shall receive an increase in shift differential of fifty dollars (\$50.00) per month added to their monthly salary. In the event the department develops and implements a fixed shift schedule, the parties agree to negotiate the shift premium concept.

-186 This Agreement shall be effective from and after July 1, 2000, until and including June 30, 2003, with respect to all provisions of this Agreement.

ARTICLE 34 SAVINGS CLAUSE

-187 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Lodge at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE 35 TERMS OF THIS AGREEMENT

-188 Ratification - The Employer's Negotiating Committee shall submit to, and shall

recommend that the University ratify this Agreement only after the Lodge submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the Employer's Director of Employee Relations receives from the Lodge, written notification thereof.

-189 Effective and Termination Dates - This Agreement shall become effective, subject to the ratification process explained in paragraph 187 of this Article, on the 1st day of July, 2000, and it shall continue in full force and effect until 11:59 p.m. on the 30th day of June, 2003, and for successive annual periods thereafter unless, not more than one hundred-eighty (180) days, but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS

_____ DAY OF _____, 2001

FOR THE LODGE FOR THE EMPLOYER

MEMORANDUM OF UNDERSTANDING

In the agreement between Michigan State University, hereinafter referred to as the "Employer" and Lodge 141, of the Fraternal Order of Police, Michigan State University Division, hereinafter referred to as the "Lodge" and for the period commencing July 1, 1991, the parties further agree as follows:

- A. The department will equip its full-marked sedan style patrol cars with:
1. Shotgun locks placed in the front seat of the vehicle.
 2. Prisoner transport shields.
 3. Flood light atop the vehicle.
 4. Remote control outside rear-view mirror.
 5. Rear window defrosters.
 6. Patrol vehicles specifically outfitted to accommodate canines will be provided with a canine transport cage.
- B. Officers may arrange use of the Intramural Building facilities with that person responsible for the building. Such arrangements shall be between the individual officer and I.M. Building Management.
- C. Any member of the negotiating committee who is unable to obtain sufficient sleep between scheduled duty time due to negotiating, may request of the shift supervisor to be excused from the shift, until sufficient sleep can be acquired at which time the employee may be rescheduled to make up the time lost.
- D. The University will grant the president or his/her designee of the Michigan State University Division two (2) additional personal leave days per year to be used in

accordance with Article 15, paragraph 89 to attend to division business.

E. The University will grant the president or his/her designee of the Michigan State University Division a total of ten (10) hours per calendar month non-cumulative to be excused from duty with pay to be taken in increments of no less than one (1) hour to attend to Lodge 141 business provided prior approval is obtained from their supervisor.

F. Any adjustments in the program or University contribution amounts for the Administrative- Professional employees in the following Insurance and Benefit programs during the term of this Agreement shall automatically be extended members of this bargaining unit.

1. Health Care Coverage
2. Employee Paid Life Plan
3. Longevity
4. Expanded Life Plan
5. Long-Term Disability Plan
6. Base Retirement Program
7. Extended Disability Plan
8. Dental Program

G. Should the Employer provide Optical Insurance to any bargaining unit at Michigan State University, that coverage shall be automatically extended to members of the Lodge.

H. Should the University, for whatever reason, deem it necessary to specify an off-duty handgun, the University will issue such a gun. Should a sworn officer carry a handgun off duty, the officer must carry a University issued two (2) inch handgun. However, an officer may elect to carry his/her own handgun other than the department-issued handgun if the following criteria are met: (1) the handgun must be a comparable caliber and must be approved by the department; (2) the officer must qualify for training on his/her own time; and (3) the officer must use his/her own ammunition which must be approved by the department, unless their personal weapon chambers departmental ammunition.

I. Should the University provide Administrative-Professional employees with any additional University designated holidays, not already described in Article 17, these holidays shall be extended to the members of the Lodge.

J. When it becomes necessary to provide members of the bargaining unit with meals because of the nature of their particular work assignment, the Employer shall compensate employees for meals purchased, not to exceed 1/4 hour of the employee's overtime rate for six (6) hours or more of overtime worked and an additional 1/4 hour at the employee's overtime rate for ten (10) hours or more of overtime worked.

K. Employees who become parents of or who adopt a child shall be entitled to an unpaid parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption, as determined by the employee.

L. An employee shall be granted a maternity leave of absence upon the submission of a letter from a physician giving the projected delivery date. The Office of Human Resource Services will not require further medical documentation covering absences for a pregnancy when it occurs within a period of four weeks before the projected delivery date and eight (8) weeks following the delivery date. Beyond these periods, a statement will be required from the employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on an employee's accumulated sick and/or vacation leave.

M. The Employer will pay a special clothing allowance of \$300.00 to an employee who officially notifies the Employer of pregnancy and remains on duty to within four weeks of the projected delivery date. This payment will be made when the employee receives a light duty assignment. Exceptions may be made to this provision for reasons acceptable to the Employer.

FOR THE UNIVERSITY FOR THE UNION

Samuel A. Baker Daniel Beachnau
 Director, Employee Relations President, FOP
 University Division

Date _____ Date _____

This Memorandum of Understanding amended pursuant to negotiations in 1988.

Specifically, former paragraphs B and D were deleted, and the remaining paragraphs were correctly, sequentially labeled.

This Memorandum of Understanding amended pursuant to negotiations in 1994/1995. Specifically, reference to the Board of Trustees was deleted, and the cross reference in paragraph E correctly labeled.

This Memorandum of Understanding amended pursuant to negotiations in 1997.

Specifically, former paragraph A was deleted, the remaining paragraphs were correctly, sequentially labeled, and the special clothing allowance in paragraph M was increased to \$300.00.

INDEX

TOPIC PAGE

Accrual... ..	18, 27-28
Adoption Leave	42
Agency Shop Provision	5
Agreement	1, 38
Appeal Board	10-12
Arbitration.....	8-9
Automobiles and Equipment.....	33, 36
Bargaining Committee	6
Call-back Time	16, 22-23
Checkoff.	3-5
Clothing Allowance.....	33, 42
Compensatory Time	22

Compensation - Meals.....	41
Course-Fee Courtesy Program.....	36
Death Benefit Insurance.....	30
Definitions	
Definition of Bargaining Unit.....	2
Employee's Immediate Family.....	29
Layoff	14-15
Longevity Year	24
Normal Work Cycle.....	20
Normal Work Day.....	21
Normal Work Week	21
On-Call.....	21
Pass Days	16
Unit Seniority.....	13
University Retirement	32-33
University Seniority.....	13
Dental Program.....	26, 41
Disability Plan	31-32, 37
Discharge & Discipline.....	10-12
Dues.	3-5
Educational Assistance.....	34-36
Employee Paid Life Plan	26
Emergency Situations.....	21-22
Equipment	33-34, 40
Expanded Life Plan.....	30, 41
Extended Disability Plan.....	31, 41
Funeral Leave.....	29
TOPIC PAGE	
Grievance Procedure	
Step I, II	7-8
Step III	8
Step IV	8-9
Group Life Insurance.....	26, 41
Handgun..	41
Holidays..	23-24
Insurance	
Adjustments	40
Death Benefit Insurance.....	30
Extended Disability Plan.....	31, 41
Health Insurance	26
Liability	34
Long-Term Disability Plan.....	31-32
Retirement Benefits.....	32-33
Layoff & Recall.....	14-15
Definition.....	14
Order of Layoff.....	14

Demotion in Lieu of Layoff.....	14
Notice of Layoff.....	14
Preferred Eligibility Lists.....	14-15
Recall from Layoff.....	15
Restoration to Positions from which Demoted	15
Leave for Lodge Conferences or Conventions.....	30
Liability Insurance.....	34
Life Insurance.....	26
Lodge Bargaining Committee.....	6
Lodge Security & Checkoff.....	3-5
Longevity Pay.....	24-25
Longevity Year.....	24
Initial Eligibility.....	25
Continuing Eligibility.....	25
Long-Term Disability Plan.....	31-32, 41
Management Rights	2
Management Security.....	3
Mandatory Age	32
Maternity Leave	42
Medical Coverage	26
Medical Dispute	28
Memorandum of Understanding.....	40-42
Military Leave	28
TOPIC . PAGE	
Negotiations	12,40
Notification.....	2
On-call.	21
Overtime	16, 21
Emergency situations.....	21-22
Scheduled events.....	22
Recruit schools	22
Court hearings	22
Officer in Charge	17
Parental Leave.....	42
Pass Days	16
Personal Leave Time	19-20, 40
Probationary Period	6
Pyramiding	23
Ratification.....	38
Recognition of the Lodge	1-2
Reimbursement for Classes.....	34-35
Reimbursement for Uniforms.....	33
Released Time, President, Vice President.....	40
Reprimand.....	10
Retirement Benefits.....	32-33
Savings Clause	38

Scheduling.....	16-17
Seniority..	13
Seniority Lists.....	13
Seniority, Loss of.....	15-16
Shift Differential	38.....
Sick Leave	27-28
Special Meetings	12-13
Special Pass Days	23-24
Terms of This Agreement.....	38
Time and One-Half Straight Hourly Rate.....	22
Time and One-Half Compensatory Time Rate.....	22
Uniforms	33
Unit Seniority.....	13
University Retirement Defined.....	32
University Seniority.....	13
Vacation Accrual.....	18
Vacation Leave	17-18
Wages	37-38
Workers' Compensation.....	24, 27