

**Collective Bargaining Agreement**

**Between**

**WAYNE STATE UNIVERSITY**

**and**



**POLICE OFFICERS LABOR COUNCIL**

**October 1, 2013 – September 30, 2017**

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## **AGREEMENT**

This Agreement is entered into as of October 1, 2013, between Wayne State University (hereinafter referred to as the "EMPLOYER") and Police Officers Labor Council on behalf of its affiliate Wayne State University Police Officers Association (hereinafter referred to as the "UNION").

### **PURPOSE AND INTENT**

It is the general purpose of this Agreement to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the Employer, the Employees, and the Union.

The parties recognize that the support of the community and the job security of the Employees depend upon the Employer's success in establishing a proper community service.

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

## **ARTICLE (1) RECOGNITION**

The University agrees to recognize the Police Officers Labor Council, on behalf of its affiliate, Wayne State University Police Officers Association, as the sole collective bargaining agent for the purpose of collective bargaining with the University with respect to wages, hours, and other conditions of employment for the term of this Agreement for regular employees of the University included in the job classification, Public Safety Officer, except student assistants, supervisors, and all other employees.

## **ARTICLE (2) NON-DISCRIMINATION**

The Employer and the Union recognize their responsibilities under Federal, State, and Local law pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement their mutual commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin, marital status, age or sex.

In conformity with the Pregnancy Discrimination Act, and in accordance with University policy, Employees affected by disabilities resulting from pregnancy, childbirth and related medical conditions are treated the same as Employees affected by other disabilities.

Employees who believe that they have been discriminated against for the above listed reasons may choose to pursue their claim through the University's internal discrimination complaint procedure administered by the Department of Equal Opportunity or through the grievance procedure of this Agreement.

The initial choice on one of these two internal procedures binds the Employee and the Union as to the discrimination aspect of any claim and prohibits the processing of that same discrimination claim through any other internal procedure.

## **ARTICLE (3) MANAGEMENT RIGHTS**

- A. The Employer shall have the right to exercise customary and regular functions of management, including the right to hire, promote, transfer, or to suspend, discharge, or demote Employees for just cause; subject, however, to the Union's right to bring a grievance if any provision of the Agreement is violated by the exercise of such management function. All rights, powers, and interests which have not been expressly granted to the Union by the provisions of this Agreement are reserved to the Employer.
- B. The Union agrees that there shall be no solicitation of Union membership during working hours on the Employer's time or at the Employer's expense.
- C. The Union recognizes the responsibilities imposed upon it as the exclusive Bargaining Agent of the Employees covered by this Agreement and realizes that in order to provide good working conditions and fair and equitable wages, the Employer must operate

efficiently. The Union, therefore, agrees that it will cooperate with the Employer to assure a fair day's work on the part of its members.

#### **ARTICLE (4) UNION SECURITY**

To the extent that laws of the State of Michigan permit, it is agreed that:

- A. During the term of this Agreement, Employees in this Bargaining Unit shall not, as a condition of employment, be required to pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union (or dues).
- B. An Employee in the Bargaining Unit who voluntarily tenders a service fee equivalent to the amount of dues uniformly required of a member (and who is not more than sixty (60) days in arrears), shall be deemed to meet the condition of this section.
- C. Employees in the Bargaining Unit who elect to tender their service fee equivalent to the amount of dues, shall do so on or before the 10th day after the 30th day: (1) following the beginning of their employment or (2) after a current Employee's submitted decision to join the Union.
- D. The Employer shall be notified in writing by the Union of any Employee who is more than sixty (60) days in arrears in such payments.
- E. The Union shall indemnify and save the University harmless from any and all claims, demands, suits, or any other action arising from this Article or Article 5, or from complying with any request for termination under this Article.

#### **ARTICLE (5) DUES AND/OR SERVICE FEE**

- A. Payment by Check-off: Members of the Bargaining Unit, who elect to, shall tender their service fee equivalent to the amount of dues uniformly required of members of the Union by signing an Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form.
- B. Check-off Form: During the life of this Agreement and in accordance with the terms of the Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form, hereafter set forth, the Employer agrees to deduct the service fee equivalent to the amount of dues uniformly required of members of the Union from the pay of each member of the Bargaining Unit who executed the Authorization Form.
- C. The Employer shall not be responsible for collecting the service fee during periods of leaves of absence for which the Employee received no pay from the Employer.

- D. It shall be the duty of the Employer at the time of hire to provide the Employee with the Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form and inform the Employee of his or her option to pay a service fee.
- E. The Employer shall notify the Union within ten (10) days of any Employee hired, rehired, reinstated, or transferred into the Bargaining Unit, and will furnish the Union, no later than the tenth (10th) of the month a listing of all service fees deducted for the previous month showing the name, file number, pay code, and amount deducted from all members of the Bargaining Unit, including additions and deletions since the last listing with explanation of changes.
- F. The Employer shall not be liable to the Union by reason of the requirements of this section for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by Employees.

#### **ARTICLE (6) UNION RESPONSIBILITIES**

- A. The Union recognizes that strikes by public employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other laws affecting this Agreement.
- B. Recognizing the crucial role of law enforcement in the preservation of the public health, safety, and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the Employees covered by this Agreement, individually and collectively, to perform all Public Safety duties, rendering loyal and efficient service to the very best of their abilities.
- C. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the Employees it represents; nor shall such Employees or the Union cause, approve or engage in any strikes, sit-downs, slow-downs, picketing, or any other form of interference with the services and operation of the University; nor shall they absent themselves from work or abstain, in whole or in part, from the full and proper performance of all the duties of their employment.
- D. In the event that any member(s) of the Bargaining Unit engage in any of the above activities, the President of the Wayne State University Police Officers Association or a representative thereof shall, upon request from the Director or his/her designee, immediately notify the involved member(s) of the illegal and/or inappropriate nature of the activity and direct them to cease the activity.
- E. The University reserves the right to take appropriate action where Union activities result in interference with any operation of the University up to and including discharge, subject to provisions governing disciplinary actions as contained in this Agreement.



## **ARTICLE (7) STEWARDS**

Employees in the Bargaining Unit covered by this Agreement may be represented by one (1) Steward on each shift. Authorized Stewards shall be paid for time lost during working hours in attending grievance meetings with University representatives. The Steward will be permitted to leave his/her job, upon request, and after receiving approval by his/her Supervisor, for the purpose of investigating a grievance during his/her assigned shift. Such Steward shall report to his/her Supervisor upon completion of his/her investigation and if he/she goes into the Unit of another Supervisor, he/she must first notify such Supervisor of his/her presence. This right to receive pay for time lost shall not be abused. Time spent hereunder shall be recorded on the Officer's daily report.

## **ARTICLE (8) TIME OFF FOR UNION OFFICERS AND DELEGATES**

- A. Upon giving reasonable advance notice to the Employer, Officers or representatives of the Local Union may be afforded time off without pay to assist in the executive affairs of the Union. However, the Employer need only grant such leave time when the Department of Public Safety operational schedule permits.
- B. Leave of absence (with pay, provided an Employee is currently in active pay status) may be granted if operational schedules permit, upon receiving at least fourteen (14) days prior written request, to two (2) Employees elected or selected by the Union to attend a Union conference or convention, provided the two (2) Employees are not on the same shift. Time allocations for said activity shall be limited to not more than five (5) days in any one (1) fiscal year.
- C. The President of the local Association shall be given the opportunity to work steady days; however, upon electing to utilize this opportunity, the President shall remain on that shift for a period of one (1) year.

## **ARTICLE (9) OUTSIDE EMPLOYMENT**

- A. Members of this Bargaining Unit shall not engage in outside employment of any kind unless prior approval has been granted in writing by the Director of Public Safety.
- B. Applications for such approval must be submitted in writing to the Director and include the following: nature of proposed outside employment, name and address of outside employer, hours per week and work schedule of such outside employment, length of anticipated period of such outside employment.

- C. Members who receive authorized prior approval for specific outside employment shall not change the nature of such employment or employer, or alter their originally approved working hours or work week without receiving prior written authorization for such alterations from the Director of Public Safety.
- D. Authorization for any outside employment shall not be unreasonably denied.

#### **ARTICLE (10) PROBATIONARY PERIOD**

- A. All newly hired Employees must satisfactorily complete a Basic Police Training Program approved by the Michigan Commission on Law Enforcement Standards, as well as the prescribed Public Safety Law Enforcement Intern Program, while serving a formal probationary period of employment in the Department of Public Safety within the Bargaining Unit covered by this Agreement.
- B. The standard probationary period is twelve (12) months from the date of hire in a position covered by this Agreement, excluding academy time which adds to the probationary period. This time period may be extended for an additional three (3) months by the Director of Public Safety. Periods of absence from work shall not be counted towards completion of the probationary period.
- C. There shall be no seniority among probationary Employees. Upon completion of the probationary period of the Employee, said Employee will acquire classification seniority from his/her date of hire, less periods of absence.
- D. The Union 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 no matter concerning discipline, layoff, or termination of a probationary Employee shall be subject to the grievance and arbitration procedure. Although the Union's involvement during the investigatory stages shall be observed, per Article 25 (I)(11), resulting discipline or investigatory concerns shall not be subject to the grievance and arbitration procedure. The University shall not use the level of discipline given to a probationary employee as an example of discipline administered in any future arbitration hearings.

#### **ARTICLE (11) SENIORITY**

- A. Seniority shall accrue to permanent full-time Employees and shall be based upon total continuous service in a classification represented by this Agreement. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority. Provided, however, such laid off Employees or Employees on leave without pay shall not accrue seniority during the actual period of layoff or leave.

- B. Each new Public Safety Officer, upon the completion of his/her probationary period, which shall not be less than one (1) year in duration, shall be placed on the seniority list and seniority shall accrue from the Employee's first day of employment in the classification.
- C. Seniority shall terminate if any Employee:
1. Quits or retires. Provided, however, that with respect to an Employee who quits, this provision shall not apply to whatever rights such Employee has heretofore enjoyed in connection with the Pension Plan upon reemployment.
  2. Is discharged for just cause, including, but not limited to, any violation of the Rules and Regulations of the Public Safety Department and the provisions of this Agreement.
  3. If he/she is absent for two (2) consecutive work days without notifying the University or having a justifiable reason for his/her absence.
  4. Gives a false reason to obtain a leave or if he/she fails to return to work upon termination of any leave of absence or vacation.
  5. If he/she is laid off for a period equal to his/her seniority at the time of layoff, or two (2) years, whichever is the lesser.
  6. Separation upon settlement covering total disability or Workers' Compensation.
  7. Failure to return to work when recalled from layoff.
- D. If an Employee serving in a non-represented capacity within the Department of Public Safety reverts to a former assignment within the Bargaining Unit, he/she shall have seniority rights reinstated on the basis of the seniority earned while serving in classifications represented by the Union.
- E. Any Employee who is promoted or transferred out of the Department of Public Safety but continues as an Employee of the University shall retain his/her earned Departmental seniority for a period equal to his/her seniority at the time of the promotion or transfer or three (3) years, whichever is less, in the event he/she is returned by the University to the Department of Public Safety. This shall apply to future promotions or transfers.

## **ARTICLE (12) WORK ASSIGNMENT, SCHEDULING AND OVERTIME**

### **A. Work Assignments**

It is understood that making work assignments is a necessary function of management and changes, insofar as possible, are to be dictated by the operational needs of the Department.

### **B. Schedules**

The normal weekly work period shall consist of five (5), eight (8) hour days which include a one-half (½) hour paid lunch. It is understood that work scheduling must not be arbitrary and capricious, and changes, insofar as practicable, are to be dictated by consideration of Departmental manpower and campus need. All schedules and assignments may be changed without notice when, in the opinion of the Director or his/her designee, the Department faces the possibility of an emergency.

An Investigations Section Employee who is designated by management as the on-call investigator shall be paid two (2) hours of Stand-By pay (at regular rates) per 24 hour day. Failure to respond within one (1) hour of contact shall result in non-payment of Stand-By pay for that 24 hour day.

1. The Employer will not require that Officers assigned to Uniformed Line Operations, Crime Analysis or Research and Planning Officer(s) deviate from his/her daily work period with the intent to avoid overtime.
2. The Officer(s) assigned to the Training Section shall work normal hours, as well as be required to vary those hours depending upon the needs of the Department.
3. The Officer(s) assigned to the Investigations Section shall work normal hours, as well as be required to vary those hours depending upon the needs of the Department.

When the normal hours of Officers assigned to the Investigations Section are to be modified, the Employee will receive notice of the change by, at least, mid-shift of the day before the modified shift takes effect. If the normal hours are modified and the above notice is not provided, then the Employee will be paid at the rate of time and one-half for all hours falling beyond the mid-shift point and up to a maximum of four (4) hours (the end of his/her normal shift).

It is understood that occasionally a particular investigation requires, among other things, that an investigator(s) contact or interview informants, witnesses, complainants or other person(s) during other than normal hours. Such arrangements shall be performed at the direction of the OIC, and shall be considered overtime or shall be handled through schedule modification.

4. The Officer(s) assigned to the Crime Abatement Team or similar team shall be required to vary their hours depending upon the operational needs of the Department. However, C.A.T. Officers shall not be assigned to fill normal uniformed shift vacancies for two days or less. Uniformed Officers assigned to plainclothes shall be notified before the end of their prior shift or 24 hours in advance.
5. The University recognizes the need for reasonable rest periods during the course of the normal work day, and Public Safety Officers may, as determined by the operational needs of the Department, receive an in-service break in each half of their normal duty day.
6. Scheduling for Training

The Employer and Union recognize the need for a continuing program of training. The University will post training opportunities when time allows. An Officer will be given the reason(s) verbally why the Officer was not selected if he/she requests that information. Assignments of an Officer to training shall not be considered a deviation of his/her daily work period. Officers, at any time, may submit a written request, through their chain of command, for training opportunities. The selection of trainees shall be at the discretion of the Employer.

Officers, except probationary Officers, will receive three (3) calendar days advance notice of training which requires a modification of work hours unless the Employee agrees to a lesser notice. "A" Shift Officers will not have their work hours modified unless they are regularly assigned "off" on the day following the end of the training session. Appropriate or sufficient time off between work periods will be ensured whenever "B" and "C" Shift Personnel have their normal work period modified for training."

7. Tentative schedules will be posted sixty (60) days in advance of taking effect. Current practice of rotating shifts on a semester basis shall be maintained.
8. The Department will schedule 2 training days a month [instead of 4]. If no training is scheduled for those days, the OIC may grant exceptions, depending on the operational needs of the shift.

**C. Job Assignments/Shift Details**

Job assignments will be assigned daily to Employees at the briefing. The Motorcycle Patrol, Bicycle Detail, and plain clothes assignments will ordinarily be advised of such assignments by the day prior.

Assignments may be changed or modified, subject to the needs of the department.

**D. Job Appointments**

When an opening occurs within a given job section, the Department will post a notice of such opening on the bulletin board for thirty (30) days, as well as read such notice at three (3) consecutive briefings.

Employees applying for such job appointments must have at least one year of seniority with the WSU Police Department and satisfactory performance, and must do so within the thirty (30) days' notice period.

Job appointments will be made on the basis of specific skills. The Police Department shall establish a list within 15 working days after the posting is closed. The list shall expire ninety (90) days after it is established. Where skills are equal, seniority will prevail. Appointments from persons who have already served an appointment, as well as the duration of all appointments shall be at the department's discretion.

During the life of this Agreement, at least three PSOs in total will be rotated out of either the non-uniform section or the community policing section or some combination of both, with the schedule of rotation and assignment duration for replacements being at the discretion of the Director of Public Safety.

**E. Overtime**

All time authorized to be worked in excess of eight (8) regular pay hours a day, or forty (40) regular pay hours a week shall be reported in tenth of an hour (6 min.) units adjusted to the nearest tenth of an hour. The Director, or his/her designee, will be the determining authority on the necessity for all overtime. An Employee within this bargaining unit shall be compensated for any such worked overtime at the rate of time and one-half. Paid sick leave, holidays, vacation, or any other paid leave will not be treated as days worked in computing daily or weekly overtime. However, Article 12, 13 & 41 compensatory time, when utilized, may be counted as time worked when computing weekly overtime.

There shall be no pyramiding of overtime: defined as the use of multiple overtime premium multipliers on any single or block of hours. In other words, once an hour is counted as an overtime hour for the purposes of daily overtime, that same hour cannot be counted as an hour worked for the purpose of weekly overtime. Not included in the definition of pyramiding are those cases of shift or salary premiums. These remain subject to the normal overtime multiplier for any overtime hours.

1. The Department overtime list shall be utilized when filling overtime for Uniformed Shift vacancies of four (4) hours or more. It is understood that there may arise circumstances under which utilizing the overtime list is unfavorable and ill-advised and, in such cases, the Supervisor has the responsibility of filling said positions without delay. Emergency overtime as well as overtime of less than four (4) hours, will be offered in the order of seniority to the working shift.

In the event that all officers on the working shift refuse the overtime that overtime shall be ordered to the officer with the least seniority on the working shift.

Officers shall not be “ordered” to work overtime of more than sixteen (16) hours in a 24 hour period including any court time that the officer must attend. Officers also shall not be “ordered” to work sixteen (16) hours on three consecutive days. This does not apply to volunteers.

In certain instances overtime for special assignments can be filled without using the overtime list. Officers that do work overtime in this event shall have the amount of hours worked added to their total on the overtime list. (i.e. R.A.D., C.A.T., E.P.U.)

2. An Employee required to work overtime not continuous with the regular work schedule WITHOUT prior notification shall be paid a minimum of four (4) hours pay at the rate of time and one-half (time and one-half, provided the Employee has satisfied the 40 hours *worked* threshold. If not, the straight rate will be paid until 40 hours have been worked).
3. Overtime not continuous with the regular work schedule but WITH prior notification (i.e., with overtime notification to a Public Safety Officer before the end of the Officer's duty shift, or at least forty-eight (48) hours before time of requested overtime appearance) shall be paid a minimum of four (4) hours pay at the rate of time and one-half (time and one-half, provided the Employee has satisfied the 40 hours *worked* threshold. If not, the straight rate will be paid until 40 hours have been worked).

Court appearance by a regularly assigned "A" Shift Employee immediately following completion of his/her shift shall be compensated at a minimum of three (3) hours at a guaranteed rate of time and a half, regardless of how many hours they have worked during the work week.

Any witness fees and/or expenses paid to such Employees must be turned over to the University together with Court Time Reports.

4. An Officer who is assigned a 1:30 p.m. court time in order to receive the minimum of two (2) hours overtime for a scheduled court appearance on his/her off duty time, must notify the Department prior to 2:35 p.m. that the required court appearance has been completed. This shall apply only to those Officers who are scheduled to work the 3:00 p.m. - 11:00 p.m. shift on the day of the specified court appearance.

5. A schedule listing the names of all members of the Bargaining Unit and stating each individual Employee's situation relative to call up for overtime will be posted in a prominent place within the Department and accessible to members of the Bargaining Unit.
6. Upon mutual agreement, officers can elect to have time worked in excess of forty (40) hours in a work week, and hours worked on holidays, placed into their compensatory time bank at the rate at which they were earned (time and a half). An officer's individual compensatory time bank may accumulate to a maximum of sixty (60) hours.

**F. Four-Ten Schedule**

Should the Director, or his/her designee, decide to implement a four-ten (4-10) schedule for certain units within the Department, such schedule will consist of four (4), ten (10) hour days or eight (8) days per pay period. Any time worked over ten (10) hours per shift, or forty (40) hours per week, will be considered as overtime. Authorized absence with pay shall be charged on a proportionate basis.

Within 180 days of ratification of the 2009-2013 Agreement, the Director and/or his designees shall meet with three members of the Union to explore alternative shift options, including the possibility of adopting 10 and/or 12 hour work days. The Union agrees to supply alternative schedules under these formats. Both sides shall take into consideration that future shift changes may affect other areas of the collective bargaining agreement, and those areas shall be considered as well. These areas shall include, but are not limited to, overtime, holidays, vacations, bereavement leave, shift selection, personal business days, and lunch breaks.

**G. Stand-By Duty**

In those situations when an Employee is ordered by a Supervisor to remain at a telephone number known to the Supervisor and be prepared to report to duty upon telephone notification, said Employee shall be considered to be on official Stand-By Duty.

Compensation for such official Stand-By Duty shall be a minimum of two (2) hours pay at regular rates.

Stand-By Duty shall be only for that period of time specifically ordered, but in no case shall the Employee be paid less than the guaranteed two (2) hours.

**H. Field Training Officer Assignment**

Employees designated by management as a Field Training Officer will be compensated with 1 hour of pay (at the rate of time and a half) for every 8 hours assigned/spent actively training a probationary Employee. Daily Field Training Officer duties shall include, but



are not limited to: (1) the usage of the appropriate section(s) of the Field Training Guide, and (2) the completion of a Daily Observation Report (DORS).

## **I. K-9 Handler Assignment Principles**

Should the Department opt to staff a K-9 Handler assignment, such Employee(s) shall function under the following principles, including but not limited to:

1. The K-9 Handler will serve in this assignment for a length of time to be determined by the Department. The K-9 Handler assignment shall not be considered as one of the three positions eligible to be "rotated out" as required in Section D of Article 12.
2. The K-9 Handler assignment will not be on a shift pick.
3. There shall be no difference in base pay from other Public Safety Officers who are at the same step.
4. Grooming Time: An estimated average of not more than seven (7) hours per week is expected of the assigned K-9 Handler to be spent for grooming the dog. Grooming includes, but is not necessarily limited to: feeding, walking, securing medication for the dog (as necessary), and appropriate brushing as suggested by the dog's original (or subsequent) trainer and/or WSU Department of Laboratory Animal Resources (DLAR) with concurrence of the Department.
5. The K-9 Handler shall be allowed one (1) hour at the end of the shift solely for the purpose of grooming (personal care of the dog), unless the operational needs of the Department prohibit an early release. On such occasions, the K-9 Handler will be awarded one (1) hour of pay at the regular rate of pay. The shift shall not be extended into overtime solely for the purpose of grooming, unless directed by management. As clarification, to allow for grooming, and to preclude the need for FLSA overtime, the K-9 Handler will normally work one (1) hour less than the Handler's scheduled shift.
6. The K-9 Handler will be paid an additional two (2) hours per week to reflect an approximation of one (1) hour for dog care on non-work days. There shall be no premium holiday or overtime pay, allowed or paid, relative to the two (2) credited hours. The subject pay shall be rendered at the Handler's regular rate of pay.
7. After completion of the basic K-9 training, any approved K-9-related regular training and recertification, will be done as part of the Handler's regular tour of duty. If the training and/or recertification occurs on a shift other than the Handler's regular shift, the training will be done in lieu of a regular tour of duty day. Current return-to-work practices will apply when the training is less than 8 hours in duration.

8. The K-9 Handler shall receive one (1) free washing per week of his/her dog-transport vehicle at a facility designated by the Department.
9. The Employer reserves the right to determine the appropriate expenditures related to the K-9 unit.
10. All of the dog's food, medical care, and kenneling will be provided by an Employer-designated facility (at present, the WSU Department of Laboratory Animal Resources). With approval of the Department, emergency medical care may be obtained.
11. The dog shall be the property of the Department. In the event the Department decides to "retire" the dog due to age, illness, or injury, the Department will have the option of allowing the K-9 Handler to keep the dog.

### **ARTICLE (13) HOLIDAYS**

- A. The holidays, consisting of New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day, Christmas Day and two (2) other days designated as December 24<sup>th</sup> and December 31<sup>st</sup>, shall be observed as official University paid holidays. Uniform Employees will be entitled to one additional holiday per fiscal year on a date to be selected by the Employee and to be approved and granted by the Supervisor. The additional holiday will be used as a personal business day, per Letter of Agreement #1, with notice to the Supervisor or designee by at least noon of the day prior to taking the day
- B. For non-uniform Employees: When one of the official holidays falls on a Saturday or Sunday, another day shall be designated as the holiday.
- C. If an Employee is not paid for the day before or the day after a holiday, he/she shall receive no pay for the holiday.
- D. In addition to regular pay for time worked on a holiday, members of the Bargaining Unit shall receive premium compensation at time and a half for the holiday. At the discretion of the Director, or his/her designee, and with the consent of the Employee, such premium compensation shall be in the form of an additional day off in lieu of the holiday during the same work week or pay period.
- E. Employees whose scheduled day off falls on a holiday shall receive in addition to his/her regular pay, premium compensation at time and a half for the holiday. At the discretion of the Director, or his/her designee, and with the consent of the Employee, such premium compensation shall be in the form of an additional day off in lieu of the holiday during the same work week or pay period.

- F. The Department, during regular scheduling, shall set aside the seven (7) day Monday through Sunday period(s) which includes the designated holiday(s).
1. The Department shall determine the manpower allotment needed to fulfill the operational needs of the Department on the holiday, for each shift.
  2. Each Shift Supervisor shall then allow each shift member, in order of seniority, to choose whether or not he/she will work on the holiday.
  3. In the event an Employee with seniority should be on vacation during the time period that schedules for the holiday are picked; such Employee shall have the right, before, to stipulate in writing to the Shift Supervisor his/her preference for the holiday scheduling. To the nearest degree possible, such a request shall be honored. Should the Employee fail to stipulate such a request in writing previous to leaving for vacation, he/she shall forfeit his/her position by seniority. The next eligible Employee shall assume the position on the list, and the Employee on vacation shall assume the last position on the list.
- G. Christmas/New Year's Closure

Non-uniform Employees will be given time off their regularly scheduled work days between Christmas and New Year's with pay. A non-uniform Employee required to work any of these days will be given compensatory time off at a later date. Such compensatory time shall be scheduled within ninety (90) calendar days from the date earned in accordance with the operational needs of the department, or it shall be forfeited. At the discretion of the University, an Employee may receive additional pay on a straight time basis, in lieu of compensatory time

#### **ARTICLE (14) VACATION**

- A. The full-time members of this Collective Bargaining Unit shall receive vacation at the rate of twenty-two (22) working days per year with accumulations earned for each full pay period completed without loss of more than one hour of pay. Eligibility for such vacation allowance shall be dependent upon completion of a minimum of six (6) months of continuous full-time service in the Bargaining Unit. Vacation time may accumulate up to a maximum of twenty three (23) days, but each Employee must utilize a minimum of twenty (20) days per year.

If an Employee is employed and accumulating vacation time for only part of a vacation year the number of days which must be taken will be prorated at the rate of two (2) days per month or five (5) days per quarter.

- B. Vacation time off must be scheduled with the appropriate Department Command Officers and shall be granted in accordance with the operational needs of the Department of Public Safety. If necessary, the Director of Public Safety is empowered to enforce obligatory scheduling of vacation time.
- C. Employees shall take vacation in at least two (2) blocks of five (5) days or more with the option of taking their remaining days during the calendar year at the rate of less than five (5) days at a time subject to conditions in B. above. Requests for the remaining days shall be made within thirty (30) days of the date(s) requested and responded to within five (5) days of application.
- D. Two (2) vacation periods of six (6) months each will be posted at least two (2) weeks in advance of the deadline date for vacation selection.

The deadline will be that date, at 5:00 P.M., which is two (2) months prior to the beginning of the six (6) month vacation period.

Vacation block requests must be submitted in writing by Employees in the Bargaining Unit before this 5:00 P.M. deadline indicating three (3) different vacation selection periods in the order of their priority.

An Employee wishing to waive a selection period must submit a memorandum to this effect. An Employee who waives the first selection period must make a selection in the second period and vice versa. Should an Employee fail to submit a written request, the Department will assign either a five (5) day block if in the first period, or a ten (10) day block if in the second period.

Any duplication of date requests by two (2) or more Employees which may not be able to be accommodated shall be resolved on the basis of Employee seniority.

The Department will respond within five (5) working days (excluding weekends and holidays) of the deadline date informing Employees regarding approval or denial of their vacation block request.

When more than one employee requests a specific vacation block and the shift selections have not been finalized, then the department shall confirm the request within five (5) working days of the finalized shift selection.

- E. Members of the Bargaining Unit who leave the University after six (6) months of continuous full-time service shall be paid for unused vacation days at the time of their termination of employment

## **ARTICLE (15) EQUIPMENT**

In the selection, procurement, and issuance of necessary law enforcement equipment, the Employer shall use its best efforts to secure equipment of such quality, design, and construction as judged consistent with the functions and responsibilities reasonably expected of its professional law enforcement Employees.

The University will furnish qualification ammunition for WSU provided firearms and loose leaf binders for Departmental written directives.

The University will inspect on-duty weapons annually and will repair those weapons that are issued by the Department, if necessary.

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

Officers will receive new replacement vests for those vests reaching five (5) years of active. (Vests are not in active use when they are not being worn by a non-uniform Officer or are not being used for other reasons.

## **ARTICLE (16) UNIFORMS - UNIFORM BOARD**

- A. The Employer agrees to recognize the establishment of a permanent advisory board, the Uniform Board.
- B. The Board will be composed of three (3) elected members of the Union and two (2) members of supervisory rank. The ranking Officer shall serve as chairman. Meetings will be scheduled as the need arises, based upon the interest of the members or requests of the University.
- C. The Board, by majority vote, will advise the Director of Public Safety in matters concerning item(s), type, style, issuance, and appropriate wearing of adopted Departmental uniforms.
- D. In the selection, procurement, and issuance of uniforms, the Director of Public Safety will give due consideration to the Board's recommendations as regards items, numbers, materials, issuance, and quality held consistent with the needs, use functions, and responsibilities of the uniformed members of the Department.
- E. It is understood by both parties of this Agreement that the Uniform Board shall be advisory only and the ultimate decision in all instances rests with the University.

- F. The University will replace damaged or worn uniforms. Employees are personally responsible for procuring new uniforms if the need is due to a change in size. However, the University will replace uniforms if the need for new uniforms is required as a result of a size change due to illness.

**ARTICLE (17) PERSONAL CLOTHING ALLOWANCE**

Members of this Bargaining Unit assigned to plain clothes duty for a period of three (3) months or more shall be reimbursed for personal clothing allowance at the rate of \$36.00 per month of plain clothes assignment. To be eligible for a clothing allowance, the Employee must have worked ten (10) days within the month on a plain clothes assignment. If during a given month an Employee, who is absented in connection with an approved Workers' Compensation case (in the line of duty), may count up to five (5) of such Workers' Compensation-covered days of absence towards satisfying the ten (10) day minimum requirement. There is no personal clothing allowance paid for any month where an Employee does not meet these minimum requirements. Payment shall be made at six (6) month intervals or at the end of the assignment, whichever comes first.

Members assigned to plain clothes duty not necessitating suits, such as CAT type assignment, are not eligible for clothing allowance.

**ARTICLE (18) CLEANING ALLOWANCE**

Employees of the Bargaining Unit shall receive a cleaning allowance as follows:

Effective with the signing of the 2013-2018 Agreement:

Uniform Personnel	\$60.00 per month
All Others	\$43.00 per month

To be eligible for a cleaning allowance, the Employee must have worked ten (10) days within the month and the amount shall be based upon the assignment on the last day of the month. If during a given month an Employee, who is absented in connection with an approved Workers' Compensation case (in the line of duty), may count up to five (5) of such Workers' Compensation-covered days of absence towards satisfying the ten (10) day minimum requirement. There is no uniform cleaning allowance paid for any month where an Employee does not meet these minimum requirements. A uniform cleaning allowance shall not be paid in any month in which personal clothing allowance is paid.

Payment shall be made semi-annually.

Members assigned to the Recruit Training Academy and required to wear khaki cotton clothing shall not be considered as uniform personnel for purposes of the cleaning allowance contained in this Article.

## **ARTICLE (19) PERSONNEL FILE**

The University will continue to honor requests from Employees to examine their personnel files in accordance with Public Act 397 of 1978, commonly known as the Bullard-Plawecki Act.

## **ARTICLE (20) BULLETIN BOARD**

- A. The Union shall be provided with a bulletin board, located in an easily accessible area of the Departmental Headquarters, for its exclusive use for the posting of notices pertaining to the conduct of Union affairs of the following types:
  - 1. Notices of Union recreation and social events
  - 2. Notices of Union elections
  - 3. Notices of results of Union elections
  - 4. Notices of Union meetings
  - 5. Notices of position openings
  - 6. Information of professional interest to the Union
  
- B. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin board, the President of the Association will be advised by the Director of Public Safety or his/her designee of the nature of the dispute and the notices or bulletins in question will be removed from the board until the dispute is resolved.
  
- C. In the event of a dispute regarding the above, a grievance may be submitted to the 4th Step of the grievance procedure. A hearing will be scheduled within three (3) days to resolve the dispute. All other provisions of the grievance procedures remain in effect.

## **ARTICLE (21) TUITION ASSISTANCE PROGRAM**

- A. As part of the University policy to encourage staff members to further their formal education, the Tuition Assistance Program for Employees was established. Under the Tuition Assistance plan, qualified Employees will receive credit on the student tuition accounts for their tuition after the appropriate forms are submitted to Total Compensation & Wellness (incidental fees, however, must be paid by the Employee).

Tuition Assistance will provide for two (2) courses or six (6) credit hours, whichever is greater, per semester for two (2) semesters, and one (1) course or four (4) credit hours, whichever is greater, for one semester during the academic year. There will be no waiting period for eligibility of full-time Employees. To assure that Employees are not assessed

late fee(s), participating Employees must register during the Priority Registration period. Otherwise, Open or Late Registration fees will be assessed.

**Eligibility:**

1. All full-time salaried Employees on Wayne State University payroll as of the last day of Priority Registration and all Employees receiving occupation-specific disability benefits (see Article 30).
  2. College admission requirements must be met.
  3. Applications must be submitted prior to the end of the term for which tuition assistance is requested.
  4. Courses must be taken after normal working hours unless the Division Head verifies:
    - a. The course is offered only during working hours.
    - b. The supervisor is able to arrange adequate coverage of the position.
    - c. Time taken off is charged to vacation or additional hours are worked to make it up (working during lunch will not satisfy the make-up arrangement.)
- B. The Tuition Assistance Program will provide eligible Employees with credit on their student tuition account. Tuition assistance will apply to tuition, registration and omnibus fees only. Incidental fees such as lab fees, etc., which may be charged are the responsibility of the Employee. Failure to meet and maintain the eligibility requirements for tuition assistance will result in the benefit forfeiture and the benefit amount will be recovered by payroll deductions or other appropriate means.

Any Employee who is terminated, leaves employment with the University during the term of tuition assistance, not including layoff or leave of absence, or who fails to successfully complete any course(s) in which they enroll will thereby forfeit their tuition assistance and be required to reimburse the University promptly for the appropriate amount of tuition will render the Employee ineligible for continued participation in the Tuition Assistance Program.

Application for Tuition Assistance must be made prior to the end of the term for which tuition assistance is requested.

A passing grade must be obtained. A passing grade, for an individual course, is a "D" or better for undergraduates and a "C" or better for graduates. A grade of "S" or "P" is also considered passing for classes graded Pass/Fail or Satisfactory/Unsatisfactory. Failure to



receive a passing grade will forfeit tuition assistance for the subject semester, and payment in full will be due as required.

Grades of I & Y must be converted in accordance with Student Requirements.

"I" and "Y" grades must be resolved within two (2) terms beyond the term in which the grade was earned.

- C. The application forms are available from Total Compensation & Wellness, as well as eligibility requirements and any additional information that may be necessary.
- D. Tuition Assistance shall be subject to applicable taxation requirements, if any, of the Internal Revenue Service.
- E. Tuition Reduction for Spouses and Children of Deceased Officers

The spouse and/or children less than twenty-six (26) years of age, of bargaining unit members who have (or as of 10/01/02 had) ten (10) or more years of service, who died while employed with the University, who are admitted to the University through its normal procedures, shall be permitted to enroll in Wayne State University graduate and undergraduate courses at a cost of fifty percent (50%) of the regular graduate or undergraduate tuition rate per credit hour according to their student rank. The spouse and/or children shall be encouraged to apply for appropriate scholarships and/or fellowships. Incidental fees shall be charged to the spouse and/or children for such enrollment. In order to be eligible for tuition reduction, a passing grade must be obtained, per Section B above..

#### **ARTICLE (22) LEAVE OF ABSENCE TO ACCEPT ELECTIVE OR APPOINTIVE STATE OR NATIONAL UNION OFFICE**

- A. Should a Public Safety Officer be elected, or appointed, to a State or National Union Office, a leave of absence without pay may be granted at the discretion of the University for a period not to exceed one (1) year.
- B. To resume University service the Employee must provide written notification of his/her intent to return, on or before his/her leave termination date, at least thirty (30) days in advance of the date of his/her intended return. The Employee will return with the same continuing service status as in effect at the time of the granting of leave. Salary will be increased by any general adjustments granted to the classification during the leave period and fringe benefits shall be those in effect at the time of the Employee's return.
- C. An Employee applying for such leave must give ninety (90) days written notice to the Director of Public Safety. Only one (1) Public Safety Officer is eligible for such leave at a time.

## **ARTICLE (23) LEAVES OF ABSENCE**

### **ABSENTEEISM**

Communication with the Employment Services Center does not satisfy the University's absence notification requirement. It is a basic WSU (and universal) expectation that employees, not Employment Services, will notify their immediate supervisor of any variances from their established work schedule. FMLA application/approval does not relieve an employee of that responsibility

#### **A. Military**

##### **1. Short Term:**

- a. If the period of absence does not exceed seventeen (17) calendar days, the Employee shall have the option of charging such absence to his/her vacation bank, if available, or requesting the University to pay him/her the difference between his/her military pay and his/her regular salary during the period served.
- b. Before leaving his/her assignment the Employee must notify his/her supervisor of the dates of his/her military duty, and submit a request to be absent from his/her employment for that period. Should the Employee elect to request University pay for the difference between his/her military pay and his/her regular University salary the Employee must present his/her military orders to the Payroll Office before he/she leaves for duty.

##### **2. Extended Service:**

- a. 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 non-recurrent period.
- b. Reinstatement and rights after reinstatement are governed by applicable Federal laws.

**B. Personal**

Leaves of absence without pay up to three (3) months may be granted in cases of exceptional need for those Employees who have acquired seniority under the terms of this Agreement. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the Employee's family, child care, or to complete degree requirements, but not for the purpose of obtaining employment elsewhere. Leaves of absence for like causes may be extended for additional three (3) month periods, but the total leave time shall not exceed one (1) year.

**C. Illness**

1. If after exhausting the sick and vacation banks, an Employee is unable for health reasons to return to work, the Employee shall have the right to leave without pay for the period of disability, but not to exceed one (1) year provided:
  - a. The Employee has acquired seniority under the terms of this Agreement and is a regular full-time Employee. This applies to Employees who are not eligible under the income disability program.
  - b. The Employee submits a physician's statement to the Director of the University Health Service certifying his/her condition and estimated length of time off needed.
2. If any illness or injury arises out of or in the course of his/her employment, an Employee shall remain on illness leave for the extent of his/her absence, providing it does not exceed two (2) years, unless he/she redeems his/her compensation rights.
3. In the event that the condition of an Employee's health or physical condition has been altered as a result of his/her absence, an effort will be made to find a position commensurate with his/her physical capacity.
4. **To Return to Work:**
  - a. If the Employee is off, due to illness, for more than 15 continuous work days, he/she shall confirm with the day shift uniformed supervisor (with the submission of acceptable medical documentation) his/her intention of resuming employment (including the date of return) at least 5 working days (Monday-Friday, 7:00am – 3:00pm) in advance of his/her return to duty date.

- b. The Employer in turn shall give notice to the Employee within one working day of the Employee's notice, if the Employer intends to require the Employee to attend a return-to-work physical examination or a specialist appointment.
- c. The Employee must satisfactorily pass a return to work physical examination at the University Health Service or a specialist of the Employer's choosing. Should the scheduling of, or the results from, the physical examination delay the Employee's actual return to work, the Employee shall be responsible for one half of the delay period until their return (using their own leave to cover half of the delay period).

**D. Child Care Leave**

- 1. Following the birth of an Employee's child, or following the adoption of a child under age six (6), an Employee shall be granted a Child Care Leave of Absence without pay provided:
  - a. The Employee has been a regular full-time Employee on active pay status for one (1) year or more.
  - b. The Supervisor receives at least a four (4) week advance written request.
  - c. All accrued vacation has been used.
  - d. The Child Care Leave, in combination with any other leave taken within the previous twelve (12) months, shall not exceed one (1) year.
- 2. **To Return to Work:**
  - a. The Employee shall confirm in writing the Employee's intention of resuming employment at least sixty (60) days in advance of availability date or expiration of leave, whichever occurs first.
  - b. The Employee must satisfactorily pass a return to work physical examination at the University Health Service.
- 3. **Insurance Continuance:**
  - a. Group medical and life insurance coverage may be continued by the Employee during the leave by paying the full group rate.

4. **Return Rights:**

- a. For a period not to exceed ninety (90) days following date of availability, the University will offer the Employee the opportunity to be placed in a vacant position. Failure to accept the offer of employment shall satisfy the Employer's return to work obligation.
- b. The Employee shall be immediately eligible for sick day accumulation.
- c. The Employee begins to immediately accumulate vacation at the same rate as prior to leave.
- d. The Employee will return to work with:
  1. The same salary as in effect prior to the leave increased by adjustments granted to the classification in the interim;
  2. Eligibility for all benefits will be continued at the Employee's option as they were prior to leave;
  3. Such time is deductible from continuing service.

**ARTICLE (24) LAYOFF AND RECALL**

- A. When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs:
  1. Probationary Public Safety Officers shall be laid off first.
  2. If additional layoffs are necessary, seniority Employees shall be laid off in inverse order of their seniority, provided those who desire to exercise their seniority are able to perform the work available.
  3. In the event the Employee has seniority to continue working but cannot perform the job of the next lower seniority Employee, the University shall reassign him/her if there is a job he/she can perform held by a lower seniority Employee.
  4. In the event of a permanent reduction of the level of employment for any reason, Employees who lack seniority or qualifications to continue working in lower seniority represented classifications will be given consideration for other available non-represented jobs they are capable of performing within the Department of Public Safety.

- B. Recalls from layoff shall be by order of seniority provided the Employee is able and qualified to perform the work required.
  - 1. Employees on the seniority list when recalled to work shall be given at least five (5) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Union.
  - 2. If any Employee fails to report within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, he/she will be considered as having voluntarily quit.
  - 3. In instances in which Employees cannot return to work within the required time limit, the next Employee in point of service may be called and may be permitted to work until the senior Employee returns.
- C. When Employees are called to work or laid off, the Union shall be given the names and order of calling or laying off.
- D. Employees shall notify the University (Public Safety Department and University Personnel Office) of their proper post office address or change of address, and they shall be given a receipt from the University that such notice has been given. The University shall be entitled to rely upon the address shown upon its records for all purposes.
- E. A current seniority list will be maintained by the Employer. A copy of the seniority list will be furnished to the Local Union Committee.
- F. Nothing herein shall prevent the Union and the University from negotiating reduced work schedules to curtail layoffs.
- G. The Employer shall notify the Employee at least two (2) weeks in advance of layoff.
- H. Laid off Employees shall be given referral priority in a comparable position and salary elsewhere in the University for a period not to exceed six (6) months after layoff.

## **ARTICLE (25) INVESTIGATION/DISCIPLINE**

### **I. INVESTIGATIVE PROCEDURES**

- A. When information of alleged misconduct by an Employee comes to the attention of the Department, and the investigation has not focused on a specific Employee, because the identity of the accused is not known and/or the extent of participation of Employees is not known, the Employee is required to cooperate with the supervisor and provide information concerning the situation under investigation to the extent of providing verbal and/or written statements.

- B. When the investigation has focused (allegations are known) on a specific Employee, the following rights will apply prior to interviewing an Employee, and/or requiring the Employee to prepare a written statement regarding alleged misconduct on his/her part, which may result in disciplinary action, and the intent of the supervisor is to take disciplinary action against a specific Employee.
1. The Employee will be provided a Steward unless he/she specifically waives the right in writing with a copy to the Union.
  2. The interrogation shall be conducted at a reasonable time. If questioning does occur during off-duty time, the Employee shall be compensated in accordance with overtime procedures.
  3. Prior to interrogation the Employee will be verbally advised of the following:
    - a. Alleged misconduct
    - b. Date and time of alleged misconduct
    - c. Name of person alleging the misconduct
  4. Written notification of the alleged misconduct will be provided, if requested, within 24 hours after the request.
  5. The Employee has a reasonable amount of time, not to exceed 24 hours, to contact a Union Representative or Steward.
  6. The Employee shall provide written statements regarding the alleged misconduct within 24 hours of receipt of the written notification. The time limits for Items 5 and 6 shall run concurrently.
  7. In the event the incident deals with injury, death, or use of physical force, the time limit for Items 5 and 6 shall be two (2) hours and run consecutively (four (4) hours total).
  8. An Employee who is a witness to any alleged misconduct is required to cooperate with all interviews and investigations to the extent of making verbal and written statements and normal police reports.
  9. The role of the Steward and/or Union Representative will be to insure that no contractual right is violated.

10. If a tape recording is made of the proceeding, the Employee and Union have access to the tape, in the form of a copy, upon written request, if the Employee is subsequently disciplined.
11. A probationary Employee will receive representation rights during the investigatory stages of the proceeding.

## **II. DETROIT POLICE DEPARTMENT INVESTIGATIONS**

Prior to interviewing a principal as opposed to a witness, and/or requiring a written statement (P.C.R.), from the principal, regarding the principal's actions concerning his/her police duties, the following rights apply.

- A. The principal has a reasonable amount of time, not to exceed two (2) hours, to contact a Union Representative or Steward prior to interrogation, suspension or termination.
- B. The principal shall provide written statements (P.C.R.'s) within two (2) hours.

The time limits for Items A. and B. shall run consecutively.

## **III. DISCIPLINE, SUSPENSION/DISCHARGE**

The Supervisory Staff of the Department of Public Safety is expected to use good judgment in reprimanding, disciplining or discharging any Employees. If a member of the supervisory staff has just cause to discipline an Employee, it shall be done in a manner intended to avoid embarrassment of an Employee before other Employees and the public.

- A. The Department of Public Safety subscribes to the concept of progressive discipline. However, in cases involving serious offenses, the Department may impose suspension/discharge penalties without prior infractions. For less serious offenses, the following disciplinary measures will be taken in a progressive manner:
  1. Verbal Reprimands: The first form of discipline which is intended to advise an Employee of infractions and to promote correction of offenses. This discipline will be verbal in nature, and the incident will be logged in a book maintained by the Shift Supervisors. Such verbal reprimands shall be maintained for a period not to exceed one (1) year.
  2. Written Reprimands
  3. Suspensions
  4. Discharge



- B. In Step One Discipline the Employee will be verbally advised of the following:
1. Misconduct alleged
  2. Date and time of alleged misconduct
  3. Name of person alleging the misconduct

The advisement will be written in all other steps of discipline.

- C. When an Employee wishes to appeal a verbal or written reprimand, such Employee shall do so through the established Grievance Procedure and within the specified time limits. Should an Employee who is suspended, or discharged, consider the actions taken unjust, a grievance must be presented, in writing, through the Local President, or his/her designated representative, to Step 4 of the Grievance Procedure within 72 hours of the University's action.
- D. The Steward, or Union Representative, shall have the right to be present when an Employee is disciplined. It is understood that if a Steward is available on a shift, that Steward shall be used by the Employee.
- E. Records of discipline more than three (3) years old shall be removed from personnel files.
- Any employee (with live disciplinary action on his/her record), who is absented from the workplace for more than 40 continuous calendar days (or more than 60 continuous calendar days for Workers' Compensation-approved absences), shall have the life of the most recent disciplinary action(s) (per unique charge) frozen, until his/her return to work.
- F. If a tape recording is made of the proceeding, the Employee and the Union shall have access to the tape, in the form of a copy, upon written request.
- G. Nothing in the foregoing shall abridge the right of a supervisor to counsel with advice or admonish an Employee under his/her command. It is understood that proceedings under these conditions are verbal in nature.
- H. Any just cause or combination of just causes for which an individual Employee is determined to be guilty may result in discipline, up to and including dismissal.
- I. If it is subsequently determined that a suspension or discharge was unwarranted, the Employee shall be reinstated, with back pay, without loss of seniority, and no record of the action shall be retained in the Employee's personnel file.

- J. In the event an Employee is relieved from active duty with pay, pending an investigation into any incident, the Employer shall continue all contractual salaries and insurances until such time as the investigation is completed; such time spent away from work shall not be deducted from the Employee's accumulated sick/vacation/compensatory time banks.

## **ARTICLE (26) PHYSICAL EXAMINATIONS**

Physical examinations shall be given at the University Health Service, by appointments arranged through the University Personnel Office under the following conditions:

- A. Prior to assignment or reassignment or reclassification, all Employees may be required to satisfactorily complete a physical examination.
- B. A physical examination may be required for current University Employees:
  - 1. After an illness of ten (10) or more consecutive working days.\*
  - 2. After surgery.\*
  - 3. After hospitalization.\*
  - 4. After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation.
  - 5. Upon return from Workers' Compensation.
  - 6. Prior to placement on income disability.
  - 7. Prior to mandatory sick leave.

\* For absences as stated in Points B-1, B-2, B-3, a "Physician's Report on Illness of Employee" shall be completed by the individual's physician before a return-to-work physical examination can be scheduled.

- C. A mandatory physical examination at University expense shall be scheduled in cases where the Director of Public Safety has reason to believe that an Employee is suffering from physical and/or mental illness or disability sufficiently serious to affect materially such person's ability to properly fulfill the duties and responsibilities

## **ARTICLE (27) ILLNESS BANK**

- A. An Illness Bank shall be set up and accumulated as follows:

1. Illness days shall accrue at the rate of .85 per pay period provided that an Employee is paid for work during that pay period.
2. The Illness Bank shall accrue to a maximum of 132 days.

B. **Special Needs:** In addition to excused absence for personal illness, the Illness Bank may be used for the special needs listed below. A total of five (5) days per fiscal year may be used for the special needs listed below #1-6, and charged to the illness bank:

1. Death of a member of the immediate family\* (excluding those members of the family covered under Article (28), Bereavement Leave) up to five (5) consecutive working days per incident.
2. Quarantine required as a result of exposure to a communicable disease.
3. Verified Emergency care of parent, spouse or child under the age of 18 (up to two [2] consecutive working days per incident). The need or emergency care may be subject to verification and may be limited to urgent circumstances that are beyond the employee's control to plan for in advance that relate to the serious health condition(as defined in FMLA regulations) of the covered relation. Situations may arise where the officer responded to a perceived covered relation emergency, which turned out not to meet the serious medical conditions definition of FMLA. It is not the Employer's intent to dock or discipline officers for such instances, where they remain infrequent and are otherwise verified.
4. Attendance at the funeral of a person not in the immediate family (up to one (1) working day per contract year).
5. An emergency medical or dental appointment.
6. **Any Purpose Days:** Employees who have completed nine (9) months of service may use up to two (2) days during the fiscal year for any personal reason other than those listed above (e.g. observance of religious holiday, a scheduled medical or dental appointment, etc.). Such days will be charged to the Employee's Illness Bank. Such days are not to be taken after a request for time off (for the same day) has been denied. Such days are to be taken in full-day increments.

\* Immediate Family shall be defined as: husband, wife, father, mother, brother, sister, son, daughter, grandmother, grandfather, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Aunts, uncles, nieces, nephews, cousins and grandchildren shall be considered members of the immediate family only if living in the Employee's immediate household. Where a situation exists which is not covered by these relationships, determinations will be made by the Labor Relations Department in consultation with the designated Human Resources official.

- C. Absence due to personal illness may require verification by medical authority including one designated by the University Personnel Office, if so requested by the Director of Public Safety.
- D. Upon death, the surviving spouse, children, or estate, shall be paid one-half (½) of the accumulated Illness Bank up to a maximum of pay for thirty (30) days. After completion of five (5) years of continuous service, upon separation from the Employer's service for reasons other than retirement, or death, the Employer shall pay the Employee one-quarter (1/4) of his/her accumulated sick leave up to a maximum pay for fifteen (15) days provided that the Employee has given the Employer two (2) weeks' notice of intent to separate. However, any Employee hired on or after March 30, 1988, shall not be entitled to the payout of the Illness Bank upon resignation.
- E. Failure to report for a court appearance may result in disciplinary action. Within any rolling 12 month period, if a Public Safety Officer fails to report for the court date due to illness (on more than one occasion), they may be required to produce acceptable medical documentation (within five (5) business days) to support his/her court day absence.

#### **ARTICLE (28) BEREAVEMENT LEAVE**

- A. Up to three (3) days of bereavement leave may be used for the bereavement of a member of the immediate family\*. These days will not be charged against the Illness Bank.  
  
\* Immediate family shall be defined as: mother, father, sister, brother, spouse, and children. Grandmother, grandfather, mother-in-law and father-in-law shall be considered members of the immediate family if living in the Employee's household.
- B. One (1) day of bereavement leave, not charged against the Illness Bank, may be used for the bereavement of other family members who are related and living in the Employee's immediate household, for whom the Employee has assumed financial responsibility and declares them as a dependent for Federal income tax purposes.
- C. Two (2) additional days may be charged to the Sick Bank for bereavement of members of the immediate family.

#### **ARTICLE (29) PREGNANCY AND RELATED ILLNESS**

- A. In conformity with the Pregnancy Discrimination Act, and in accordance with University policy, Employees affected by illness or disabilities resulting from pregnancy, childbirth and related medical conditions, are treated the same as Employees affected by other illnesses or disabilities as follows:

- B. A pregnant Employee is required to notify the University in accordance with Article 23(C) (1).
- C. An Employee illness or disability resulting from pregnancy, childbirth, and related medical conditions, shall be covered by the same benefits and procedures as other illness/disability under this Agreement, including coverage under Illness/Disability Bank, Vacation, Illness Leave of Absence Without Pay and Long-Term Disability Programs, if eligible.
- D. An Employee who does not wish to work prior or subsequent to delivery, but who is not ill or disabled, may request a Personal Leave of Absence under the same terms as such leaves are available to other Employees

**ARTICLE (30) INCOME DISABILITY PROGRAM**

- A. The University, at no cost to the Employee, provides a program of disability income insurance.
- B. Participation begins after January, 1978, for Employees who have completed one (1) year of regular full-time employment at Wayne State University.
- C. If the insurance carrier approves the disability claim, long-term disability benefits will be paid starting the first of the month following six (6) months of continuous disability. The benefits will be paid as long as the disability continues for twenty-four (24) months, if the disability prevents the employee from performing his/her own occupation. The benefits will be paid as long as the disability continues or until the Employee reaches age sixty-five (65), if the disability prevents the employee from performing all occupations the employee has the training and education for. However, if the disability commences after the Employee reaches age sixty (60), the benefits will continue for five (5) years or until the Employee reaches age seventy (70), whichever occurs first.
- D. Benefits under Income Disability are as follows:
  - 1. The individual shall receive a monthly income benefit which, including any disability benefits from social security and/or Workers' Compensation, is equal to sixty six and two thirds percent (66 and 2/3%) of the person's basic salary up to a maximum benefit of seven thousand dollars (\$7,000) per month. A three percent (3%) escalator is also included.
  - 2. The monthly income benefit shall never be less than one hundred dollars (\$100).
  - 3. The Employee may continue life and medical insurance coverage with the University paying the full cost of the basic and supplemental life insurance and

subsidizing medical coverage to the same extent such subsidy is provided to active Employees.

4. If the Employee is in the University (TIAA) Retirement Plan, the TIAA will pay the annuity premium in accordance with the provisions of the Plan. The premiums will be based on the individual's basic monthly salary at the time disability begins, and shall not exceed 15% of the said monthly salary.

#### **ARTICLE (31) MEDICAL INSURANCE**

- A. Medical insurance will be available to Employees through contracts and agreement executed by the Employee with Blue Cross/Blue Shield, BlueCare Network, Community Blue (PPO), Health Alliance Plan, DMC CARE. An Employee may maintain coverage under only one (1) plan.
- B. The University will provide its police officers with the same subsidy structure which was provided to other employee groups as of 9/1/96.

Each year there after the subsidy will be calculated to provide the same subsidy in effect on 9/1/96 plus 70% of any increase in premiums

- C. An Employee wishing coverage under on of the plans must make application within the first month of employment. The effective date of coverage is the first (1st) of the month following enrollment. In the event the Employee fails to apply within the first (1st) month, such Employee will be required to wait until the first of the month following ninety (90) days after application or until the next open enrollment period, depending upon the requirements of the individual plan.
- D. The deductible amount under the major medical insurance program will be fifty (\$50.00) dollars for individuals, with the maximum deductible for family coverage, One Hundred (\$100.00) Dollars.
- E. The University may unilaterally cancel an existing Medical Insurance Plan providing it accords Employees with conversion privileges to any successor plan of the Employee's choice. A change in health insurance carrier by the Employer will provide affected Employees with equivalent health insurance coverage, as defined below.

**EQUIVALENT COVERAGE** Medical insurance is available to members of the bargaining unit through contracts and agreements with various insurance carriers selected by the University. The University may offer a new plan (or plans) and provider(s) with coverage levels and other terms as determined by the HR division. However, the current subsidy and cost increase sharing ratios, as outlined in Section B of this Article, shall be maintained for future cost increases arising for any new plan(s). The University may substitute one carrier for another, provided that any substitution shall provide equivalent coverage over a similar geographic area within Southeastern Michigan. Equivalent

coverage is not exactly the same, but is essentially as good on an overall basis across the plan. The union shall be notified of the substitution of an existing carrier within no less than 60 days prior to the effective date of such change. The union shall then have the opportunity (for the next 30 days after notice) to confer on the replacement plan with the University, prior to implementation.

A change in health insurance carrier may result in a change in coverage as permitted in the above section on equivalent coverage.

- F. The University shall establish procedures to implement a program of individual spending accounts for the purpose of 1) medical expenses not reimbursed by insurance and, 2) dependent care in accordance with currently applicable IRS regulations. This plan shall become available to University employees no later than January 1, 1998 with the administration fee paid by the University as of 1999.
- G. An Employee who foregoes coverage under a University plan will receive from the University one hundred dollars (\$100.00) per month in lieu of medical insurance coverage. The monthly payment is contingent on the Employee being covered by external medical [insurance](#) that is not a Wayne State University offered plan. If the Employee is covered under a Wayne State University plan (either as an Employee or dependant) the Employee shall not be eligible for the monthly payment.
- H. It is agreed that the following co-pays will be in effect:
- Office Visits  
\$20.00 co-pay for office visits  
\$20.00 for Urgent Care visits  
\$100.00 for Emergency Room; nothing if admitted to the hospital
- Prescription Drugs  
\$5/\$20/\$45 co-pay (a three-tiered program)  
Members may purchase prescription drugs with a mail order option
- I. Reserved for future use.
- J. Reserved for future use.
- K. VISION INSURANCE Effective on the first day of the first full month following ratification of this Agreement (contract year 2006), the Employer shall provide vision care coverage to all bargaining unit Employees (who are enrolled in WSU medical insurance plans) as described in the contract between the Employer and the carrier. The University shall subsidize the cost, at the rate of 50%.

## OTHER ELIGIBLE PERSON (“OEP”) PROGRAM

- L. Bargaining unit members may participate in a program under which certain unrelated individuals (i.e. Other Eligible Person) may be eligible for medical, dental and/or tuition reimbursement benefits. The University will review the program annually to determine if it will be continued for the next plan year. Should the University decide to discontinue the program, 30 days notice shall be provided to participants.

Bargaining unit members are strongly encouraged not to forego health and/or dental coverage that may be available to them from other sources. The University reserves the right at its sole discretion at any time during the program to change, modify or suspend this program and the means by which eligibility for benefits under this program is determined and verified.

### Eligibility:

Under this program, a bargaining unit member who does not already enroll a spouse for medical, dental and/or tuition benefits may enroll one Other Eligible Person (“OEP”), if ALL of the following eligibility criteria are met:

- The OEP is an adult, age 26 or older;
- The OEP currently resides in the same residence as the employee, other than as a tenant, and has done so for the 18 continuous months prior to the individual’s enrollment;
- The OEP is not a “dependent” of the employee as defined by the IRS; and
- The OEP is not related to the employee by blood or by marriage.

Children who are qualified as WSU-defined dependents of an employee’s OEP are also eligible for benefits.

### Taxability of Benefits:

As a matter of law, the employer cost of providing benefits of the type described above is considered ordinary income and is, therefore, subject to taxes, including FICA, FICA Medicare, federal, state and city taxes.

### Ineligibility:

The following individuals do not fall within the eligibility criteria for this program:

The Spouse, children, grandchildren, parents, grandparents, siblings, nieces, nephews, aunts, uncles, cousins, landlords, renters, boarders and tenants of employees.



- M. Dependants (claimed on benefits forms) that are between 19-25 years of age are required to maintain at least half-time student status in order to receive medical, dental or vision benefits coverage. Coverage will lapse at the end of student status, or at the end of the year that the dependant turns 25, whichever comes first.

A covered dependant whom, after qualifying for dependant coverage as a student, becomes incapable of continuing classes due to a medically-verified emotional and/or physical condition will be retained at the same level of medical, dental, or vision benefits coverage for a maximum of one calendar year from the date of diagnosis, or until a) the end of the year that the dependant turns 25, b) the primary plan holder leaves University service, or c) the dependant's health status allows them to return to eligible student status, whichever comes first. The Employer will observe any relevant changes in federal law.

N Interlocking enrollments

Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single). However, the University will observe court orders affecting bargaining unit employees and the medical/dental coverage of their dependents

## **ARTICLE (32) LIFE INSURANCE**

- A. Group term non-contributory life insurance will be equal to the Employee's annual salary (or a minimum of \$25,000.00) for all full-time Employees covered by this Agreement. Additional amounts of supplemental life insurance may be purchased at subsidized rates by election of Option #1, #2, #3, or #4 below. All eligible Employees shall be entitled to elect one of the following:

Option No. 1: Non-contributory insurance plus supplemental insurance equal to one times annual salary to a maximum of \$750,000 of total coverage.

Option No. 2: Non-contributory insurance plus supplemental insurance equal to two times annual salary to a maximum of \$750,000 of total coverage.

Option No. 3 Non-contributory insurance plus supplemental insurance equal to three times annual salary to a maximum of \$750,000 of total coverage.

Option No. 4 Non-contributory insurance plus supplemental insurance equal to four times annual salary to a maximum of \$750,000 of total coverage.

- B. Employees shall have the privilege of conversion of the remaining amount of their group life insurance to any standard policy issued by the insurance company without physical examination.

## **ARTICLE (33) DENTAL INSURANCE**

- A. The University will provide Dental Insurance to all Employees enrolled in a University-offered medical plan. Eligible dependents must be enrolled prior to the start of coverage. Members of the bargaining unit who participate in this plan shall be required to make a contribution equal to five percent (5%) of the premium rate for the coverage selected, effective immediately upon ratification of the 2013-2018 Agreement. Effective March of 2016, members of the bargaining unit who participate in this plan shall be required to make a contribution equal to twenty percent (20%) of the premium rate for the coverage selected.

The benefits offered under the dental insurance include:

- Sealants for dependent children
- Orthodontia limit for dependent children 19 and under increased to 50% of up to \$2,000 (lifetime maximum per dependent child of \$1,000)
- Routine x-rays at Class 1 level – 100%
- Class 2 level benefits increased to 90% (oral surgery, endodontic, periodontic, and restorative services)

Coverage will be effective on the first day of the month coinciding with or next following the date of employment, except when the bargaining-unit member is absent from work on what otherwise would be the effective date. In such case, it shall not become effective until the first day on which he/she is actively at work on his/her regular schedule.

- B. The Employer may unilaterally cancel an existing Dental Insurance Plan provided it affords Employees conversion privileges to the successor plan. A change in the dental insurance carrier by the Employer will provide Employees with comparable dental insurance coverage.
- C. Dependents (claimed on benefits forms) that are between 19-25 years of age are required to maintain at least half-time student status in order to receive medical, dental or vision benefits coverage. Coverage will lapse at the end of student status, or at the end of the year that the dependant turns 25, whichever comes first.

A covered dependant whom, after qualifying for dependant coverage as a student, becomes incapable of continuing classes due to a medically-verified emotional and/or physical condition will be retained at the same level of medical, dental, or vision benefits coverage for a maximum of one calendar year from the date of diagnosis, or until a) the end of the year that the dependant turns 25, b) the primary plan holder leaves University service, or c) the dependant's health status

allows them to return to eligible student status, whichever comes first. The Employer will observe any relevant changes in federal law.

D. Interlocking enrollments

Medical and Dental coverage levels must match (i.e. Family-Family, Single-Single). However, the University will observe court orders affecting bargaining unit employees and the medical/dental coverage of their dependents

**ARTICLE (34) RETIREMENT**

- A. Effective sixty (60) calendar days after the ratification of the 2009-2013 Agreement, fractional and full-time Employees who have attained twenty-six (26) years of age shall be eligible to participate in the University-sponsored retirement programs with University contribution.
- B. Fractional or full-time Employees, immediately upon employment, may participate in the retirement program on an individual basis with University contribution. The Employer match shall start at a 1% employee contribution, and increase on a 2 for 1 basis, up to 5% employee contribution (10% maximum University contribution).

For the University contribution, vested percentage is as follows:

<u>Years of Vested Service*</u>	<u>Vested Percentage</u>
Less than 2 years .....	-0-
2 years or more in a pay status.....	100%

\*For the purposes of this article, "Vested Service" is defined as: (1) If employment ends prior to 2 years of service, 100% of the employer contribution is forfeited to WSU, (2) If employment ends after 2 years of service the employee is entitled to 100% of the employer contribution.

Employees with previous service at an eligible educational institution may be able to waive all or a portion of the two-year vesting requirement.

- C. The Employee may also deposit additional money with TIAA/CREF.
- D. Upon termination of employment prior to retirement, an Employee having less than five (5) years of contribution to TIAA/CREF, or who has less than \$2,000.00 on deposit, is entitled to a full refund of the Employee's contribution.
- E. A retiree shall be defined as an Employee who:

1. Has participated in the retirement program for at least five (5) years, or has at least ten (10) years of University service.
  2. Has attained the age of fifty-five (55).
- F. A retiree shall be entitled to the following benefits provided he/she notifies the Employer in writing of the initial intent to retire at least two (2) weeks prior to the date of retirement.
1. Life insurance coverage (currently \$2,500) with the premium paid in full by the Employer.
  2. Continued medical insurance provided the retiree pays the full monthly premium.
  3. Pay for any unused accrued vacation days.
  4. Pay for one-half (½) of the unused accumulated illness bank up to a maximum of thirty (30) days pay.
  5. A department-issued Retired Police Officer Identification, badge, and service handgun, if retiring in good standing.
- G. During the life of the 2006 – 2009 Agreement, members of the bargaining unit will have the option of participating in any retiree health care program that is negotiated by the Wayne State University Chapter of the American Association of University Professors-American Federation of Teachers, Local 6075 or any other collective bargaining agreement administered by the University, during the cited period. It is understood that: (1) any potential retiree health care program must be employee funded, and (2) POLC will be required to participate under the identical financial terms and conditions (including, but not limited to, any reduction/surrender of benefits or wages, that may be negotiated by the parties cited above)

#### **ARTICLE (35) SPECIAL CONFERENCES**

- A. Special conferences for important matters, other than grievances subject to consideration under the Grievance Procedure, will be arranged between the Local President of the Union and the Department of Labor Relations, or its designated representative upon request of either party. Such meetings shall be between representatives of the Department of Labor Relations and representatives of the Union not to exceed four (4). 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 Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

- B. Agreements may be reduced to writing at the request of either party. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the Collective Bargaining Agreement, or the rights of either the University or the Union under the terms of the Agreement.

**ARTICLE (36) SALARY SCHEDULES\***

This arrangement shall have no bearing on any other WSU bargaining unit, and shall not create any additional bargaining rights for this, or any other WSU union.

**2013-2014 -- Pay adjustment waived, due to: (1) existing retro-restrictive law, and (2) non-agreement during the run of the 2013-2014 contract year.**

**2014-2015 - 2.0% ATB increase to the base salary of bargaining unit members; effective the first work day after ratification; steps funded.**

**2015-2016\*-- 2.0% ATB increase to the base salary of bargaining unit members; steps funded.**

**2016-2017\*-- 2.0% ATB increase to the base salary of bargaining unit members; steps funded.**

**2017-2018-- 2.0% ATB increase to the base salary of bargaining unit members; steps funded.**

\*It is agreed that either the University or the Union reserves the right to cause compensation (wage and/or benefits) provisions to be reopened for bargaining by giving notice to that effect by October 31<sup>st</sup> of contract year three or four of this Agreement, in which event these compensation provisions may be changed by agreement, to be effective no later than October 1<sup>st</sup> of the following calendar year. Should the subject reopening result in non-agreement on compensation provisions, the wage matter shall be referred to the Michigan Employment Relations Commission (MERC) for mediation. Should mediation not achieve agreement, the subject shall be referred to expedited arbitration, with an agreed-upon range of outcome ranging from 0% to 1.5%.

Across the Board Salary Adjustment Step Chart for 2013 - 2017:

<b>Step</b>	<b>Contract Yr.</b>	<b>Contract Yr.</b>	<b>Contract Yr.</b>	<b>Contract Yr.</b>	<b>Contract Yr.</b>
	<b>2013-2014</b>	<b>2014-2015</b>	<b>2015-2016</b>	<b>2016-2017</b>	<b>2017-2018</b>
	<b>Current</b>	<b>2.0% ATB</b>	<b>2.0% ATB</b>	<b>2.0% ATB</b>	<b>2.0% ATB</b>
	No Increase	As of 1/30/15			
Minimum	\$43,377	\$44,245	\$45,130	\$46,033	\$46,954
Step 1	\$45,666	\$46,579	\$47,511	\$48,461	\$49,430
Step 2	\$49,302	\$50,288	\$51,294	\$52,320	\$53,366
Step 3	\$56,948	\$58,087	\$59,249	\$60,434	\$61,643

**ARTICLE (37) GRIEVANCE PROCEDURE**

A. **Purpose**

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious, and orderly adjustment of alleged grievances.

B. **Definition of Grievance**

A grievance is defined as a violation of a specific section of this Agreement.

C. **Informal Resolution**

The informal resolution of differences of potential grievances at the lowest possible level of management supervision is especially desirable among professional law enforcement officers and is encouraged within the Department of Public Safety.

D. **Timely Actions**

Department of Public Safety management supervisors and University administrative officers shall give prompt attention to any grievance presented and, within the scope of their authority, take such timely action as is required. The Union, in turn, shall under the provisions of this Grievance Procedure exercise its responsibilities with all due dispatch in the interest of insuring fairness of treatment and prompt resolution of disputes.

A formal grievance must be submitted in writing within twelve (12) days of the occurrence of the condition(s) giving rise to the grievance, or within twelve (12) days of the date it is reasonable to assume that the Employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this Agreement.

E. **Grievance Process**

Any dispute or alleged grievance which may arise between the University and the Union involving the meaning, interpretation, or application of the terms of this Agreement shall be resolved in the following Step order:

Any Employee with an alleged grievance, or a designated member of a group having such a grievance, after first having notified his/her immediate management supervisor of his/her grievance, must discuss the matter directly and informally with his/her immediate management supervisor or request that his/her Steward be called for the purpose of attempting to resolve the matter. All remedies will be consistent with this Agreement.

**Step 2**

In the event the aggrieved Employee does not receive a satisfactory resolution of the matter within five (5) days of his/her informal presentation, the Steward and the grievant may reduce the alleged grievance to writing on forms supplied by the Employer, and formally, within five (5) days resubmit same to the Employee's immediate management supervisor. Such formal grievance shall state the date(s), nature and facts of the alleged grievance, the contract provision(s) alleged to have been violated, and the adjustment sought. The Employee's immediate management supervisor shall give his/her written disposition on the grievance to the Union within five (5) days of receipt of the formal written presentation.

Any grievance not appealed in writing to Step 3, from an answer at Step 2, within five (5) days of such answer, shall be considered settled and not subject to further review.

**Step 3**

An appeal of a grievance from Step 2 to Step 3 shall be submitted in writing by the Union to the Director of Public Safety, or his/her designated representative, who shall call a meeting within ten (10) days of receipt of the appeal. The Director of Public Safety and a designated representative (not to exceed three (3) in total number), shall meet with the Union's representatives (not to exceed three (3) in total number, including the grievant). Each party's representative shall be responsible for making certain that all relevant facts and contentions, that are available at the time, have been developed and considered by Step 3. The Director of Public Safety shall forward a written disposition to the Union within five (5) days following the meeting. Any grievance not appealed from Step 3 to Step 4 within five (5) days of such disposition shall be considered settled and not subject to further review.

#### **Step 4**

An appeal of a grievance from Step 3 to Step 4 shall be submitted in writing by the Union to the Labor Relations Department or a designated representative, who shall contact the Union Field Representative within ten (10) days in order to schedule a meeting. The Employer shall give a written disposition to the Union within five (5) days following the meeting.

In the event a satisfactory settlement of the grievance is not reached following the disposition of the Labor Relations Department, or a designee, the Union may, within thirty (30) calendar days after receipt of the disposition, or when the disposition should have been provided, request arbitration by simultaneous written notice to the Employer and the American Arbitration Association or the Federal Mediation and Conciliation Service.

Failure on the part of the Employer to respond within the time limits set forth herein at any Step of the procedure, without mutual written extension of the limits shall constitute a waiver at that step and the Union may process the grievance to the next Step of the procedure.

#### **F. Arbitration**

Any unresolved grievance may be submitted to arbitration in strict accordance with the following:

1. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the Employer and the Union within seven (7) days after notice has been given. If the parties fail to select an Arbitrator, the American Arbitration Association or the Federal Mediation and Conciliation Service shall be requested by the moving party to provide a panel of five (5) Arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel.

The University and the Union shall on alternate grievances strike the first name. On the first grievance submitted to arbitration under this contract the Union will strike the first name and the process will be reversed for subsequent grievances.

In the event one party fails to participate in the foregoing selection process the moving party may request that an arbitrator be appointed and the and the arbitration service providing the list shall then appoint an Arbitrator from the list provided to the parties, as selected by the moving party.

2. The jurisdictional authority of the Arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to him/her consistent with the provisions of this Agreement.
3. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall he/she substitute his/her discretion for that



of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he/she exercise any responsibility or function of the Employer or the Union.

4. The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of testimony and argument.
5. Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

G. **Miscellaneous**

1. In the event the Union wishes to submit a grievance on its own initiative, on behalf of all its members, it shall reduce the grievance to writing and submit it to the Director of Public Safety and the grievance procedure will then be operative from that Step.
2. Nothing in this Agreement shall limit the right of the Employer to temporarily fill any position pending the resolution of a grievance or to exercise any other right of management.
3. By mutual written agreement, extension of time limits may be granted.
4. When references are made to days, only "week days" (Monday-Friday) are intended.
5. Time Limits:
  - a. Any grievance not presented for disposition through the grievance procedure within twelve (12) days of its occurrence, or twelve (12) days of the date it is reasonable to assume that the Employee became aware of it, shall not thereafter be considered a grievance under this Agreement.
  - b. Any grievance not answered by the Employer within the specified time limits may be submitted to the next Step of the grievance procedure. Should the Labor Relations Department or its designee fail to call a meeting within ten (10) days of the Union's Step 3 appeal, or should he/she fail to give a written disposition to a grievance after the Step 4 meeting within five (5) days, the Union may, within forty-five (45) days, request Arbitration as outlined in the foregoing sections.

It is understood that the Employer's failure to respond, along with other competent evidence, shall be considered by the Arbitrator in determining the merits of the case.

- c. If the Union provides notice to the Employer of its intent to take a grievance to arbitration but fails to make application to the American Arbitration Association, the matter shall not thereafter be considered a grievance under this Agreement.
- d. The Union will provide the Employer with an up-to-date listing of designated Stewards.

6. Management supervisor is defined as any supervisor with the rank of Sergeant or above.

7. TAPING OF MEETINGS

It is understood by all parties that grievance meetings [and other employer-employee meetings] are not to be taped or otherwise recorded, unless the prior written consent of both parties has been obtained.

**ARTICLE (38) EVALUATIONS**

The Employee and University agree that as long as the Department shall use a separate system of work performance evaluations apart from the University, that such evaluations shall be given to uniformed Officers on a quarterly basis and to non-uniformed officers every six (6) months. These evaluations shall be given in a timely manner, not to exceed three (3) weeks past the end of each time period worked; however, Christmas Closure shall be exempted from these time limitations.

Should the Employee or his/her Supervisor be on any approved leave during this time, such evaluation shall be issued within five (5) days upon the return to work of the Employee or his/her Supervisor.

All evaluations shall be given and discussed during the Employee's regular shift.

Should the evaluation not be given within the above time frame, no evaluation for that period worked will be given unless so requested by the Employee within four (4) weeks past its conclusion.

Work performance evaluations are not subject to the grievance or arbitration procedures. Employees with two years seniority may appeal their evaluations directly to the Director of Public Safety.

**ARTICLE (39) INVALIDITY**

In the event any portion of this Agreement is declared to be or becomes inoperative under State or Federal law, the balance of the Agreement shall remain in full force and effect, and the parties hereto agree to meet and renegotiate the inoperative portion of the Agreement.

**ARTICLE (40) PROMOTIONS**

A. The following numerical percentages will be used for promotional purposes.

Written Examination	50%
Seniority	10%
Quarterly Evaluation	40%

B. In order to be eligible for the process of promotion to Sergeant, an Officer must have two (2) years seniority.

C. An Officer will receive two (2) percentage points for each year of service to a maximum of ten (10) points.

D. A final list shall be established at the completion of the promotional process, ranking Officers in numerical order.

E. The Director of Public Safety may choose for promotion any Officer who is ranked in the top five (5) on the promotion list.

F. The promotional list shall run for 180 days. However, no promotional exam need be given, unless there is a vacancy which the University intends to fill. The University may examine for promotion as needed, (but not to exceed twice in a calendar year), upon giving sixty (60) days' notice.

G. The written examination pass score shall be sixty (60%) percent. Examinees shall have their exam performance reviewed with them to facilitate understanding of incorrect answers. This review shall be conducted so as to ensure confidentiality of test items. At least sixty (60) days prior to examination, examinees shall receive a listing of test items topics to facilitate their study.

H. At the Department's discretion, it may utilize the Assessment Center method for promotional testing. If this option is utilized, the following conditions shall apply:

1. The Department may select the consultant or organization of its choice to professionally administer the Center.

2. Only those who achieved a sixty (60%) percent score on the written exam shall be eligible for further evaluation under this option, subject to a maximum of eight (8).
3. The weights, if the Assessment Center is utilized, shall be as follows:

Assessment Center	70%
Seniority	10%
Quarterly Evaluation	20%

4. All other sections of this Article continue to apply except Section A.
5. Nothing precludes the Department from utilizing the Assessment Center option one time, more times, or not at all.

**ARTICLE (41) EMERGENCY CLOSING**

Weather Caused Closure (Essential Personnel)

The University has designated that certain categories of employees are essential personnel, who are required to report to work under emergency circumstances. Bargaining unit employees are considered essential personnel. Scheduled Employees, to be eligible for pay, are expected to report on weather caused emergency closure days (or any other such duly declared emergency) regardless of public communications that the University is closed. Those who report and work shall receive an amount of compensatory time equal to the time which they worked. Such compensatory time shall be used within ninety (90) calendar days from the date earned in accordance with the operational needs of the department, or it shall be forfeited. Late arrivals may be allowed to work an entire shift or longer at the department head's discretion. Those arriving less than two hours late may utilize vacation or any other available time other than illness to cover their lateness.

**ARTICLE (42) WORKERS' COMPENSATION**

- A. The Employer, in accordance with statutory requirements, provides Workers' Compensation if an Employee is injured in the course of employment by providing for a continuation of a portion of the Employee's wages.
- B. Workers' Compensation benefits will be supplemented by accrued illness days until they are exhausted to maintain regular after tax net income. When accrued illness days are exhausted, accrued vacation days will be used to supplement workers' compensation benefits until the bank is exhausted. Such accrued illness or vacations days will be depleted on an hour-for-hour basis.

- C. Employees will not accrue additional illness or vacation days while they are receiving workers' compensation benefits.
- D. The Employee shall be paid the supplement, unless the Employee notifies the University's Risk Management Department at least 48 hours prior to becoming eligible for the workers' compensation, based on loss of the statutorily required number of days. The Employee's designation of not wanting the supplement may not be changed except by mutual agreement between the parties.
- E. If favored work/light duty placement is feasible, as determined by the University, then the Employee may be placed in any University position for which he/she is, or can become qualified.
- F. The duration and scheduling of the favored work/light duty shall be at the Department's discretion. Favored work placement outside the unit shall be subject to the policies or contract language of that unit.
- G.
  - 1. Providing the Employee can return to unrestricted duty, and the time not working or placed out of the unit in favored work does not exceed two (2) years, the Employee shall return to the former classification.
  - 2. After two (2) years not working or out of the unit, the Employee's seniority in the Police bargaining unit terminates.
  - 3. Return to work from a leave due to any injury arising out of and in the course of employment, shall be subject to Michigan Commission of Law Enforcement Standards (M.C.O.L.E.S.) requirements.
  - 4. Police bargaining unit seniority shall remain frozen, subject to the two year limit above, while the Officer is on Workers' Compensation Leave or is working in another classification outside the unit in the University.
- H. Dues, if any, while out of the unit shall be to the appropriate unit covering the favored work.

#### **ARTICLE (43) SHIFT SELECTION**

Limited shift selection will be allowed. The guidelines agreed upon are set forth below.

- 1. The project is to begin and end on a scheduled shift rotation date.

2. Sixty-five percent (65%) of the complement of assigned uniformed Officer positions on each shift will be available for selection. If 65% of the available positions do not equal a whole number, the number will be rounded up to determine the number of positions available for selection.
3. Uniformed shift Officers with more than three years of service are eligible for inclusion in the project and may select one of the available shifts according to seniority.
4. The Union will receive 12 week advance notice of the number of positions on each shift which are available for selection on the term being scheduled.
5. The Union will complete the selection process and provide a list of names and corresponding shifts selected to the Director or his designee. This list must be submitted ten (10) weeks prior to the first day of the term being scheduled. Tentative schedules will be posted 60 days prior to the beginning of the term.
6. An eligible Officer may opt out of making a selection and become subject to the normal shift assignment procedure. The Union may then go to the next eligible Officer to allow for filling of all of the available positions.
7. If all of the available positions are not selected, those remaining will be filled through the existing shift assignment procedure.
8. An eligible Officer who does select a shift may not then arrange a shift trade.

**ARTICLE (44) CHANGE AND TERMINATION**

This Agreement shall remain in full force and effect until the 30th day of September, 2017, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, not more than 120 days and not less than 90 days prior to any anniversary date of this Agreement, of its desire to change in any way or to terminate the Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event such notice is given, the parties shall begin negotiations within 45 days of notice.


**SIGNATORY TO AGREEMENT**

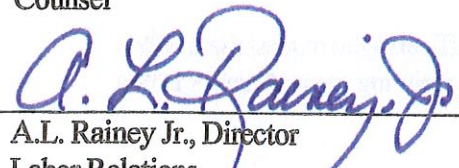
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GOVERNORS OF WAYNE STATE  
UNIVERSITY

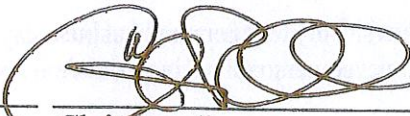
ACCEPTED FOR WAYNE STATE  
UNIVERSITY POLICE OFFICERS  
ASSOCIATION

  
\_\_\_\_\_  
Cornelius Lewis, President

  
\_\_\_\_\_  
Louis Lessem, Vice President and General  
Counsel


  
\_\_\_\_\_  
Jacqueline Wright, Vice President

  
\_\_\_\_\_  
A.L. Rainey Jr., Director  
Labor Relations

  
\_\_\_\_\_  
Chris Powell

  
\_\_\_\_\_  
Shawn J. Junior  
Labor Relations Specialist

Not available for signature  
\_\_\_\_\_  
Shawn Dinkfelt

  
\_\_\_\_\_  
Emery Burk, Captain  
Public Safety

ACCEPTED FOR  
POLICE OFFICERS LABOR COUNCIL

  
\_\_\_\_\_  
Anthony Holt, Chief of Police  
Public Safety

  
\_\_\_\_\_  
Duane P. Smith, Field Representative

DATE: 6-30-15

**Letter of Agreement #1**  
**WAYNE STATE UNIVERSITY**

October 1, 1996

Mr. Richard Weiler  
Executive Board, POAM  
2990 W. Grand Boulevard  
Detroit, MI 48202

**Re: Personal Business Days**

Dear Mr. Weiler:

During our most recent negotiations, the issue of the use of personal business days was discussed by both parties. This letter is to clarify those discussions.

It is the intent of the University to grant personal business days to Officers who request them under the terms of the Agreement. However, personal business days may be denied during emergencies or for an officer undergoing training.

However, the University cannot guarantee that more than one personal business day request will be granted per shift. Departmental management may grant an additional person a personal day based on their determination of manpower needs.

Very truly yours,

Bruce J. Gluski  
Contract Administrator



**Letter of Agreement #2**

**WAYNE STATE UNIVERSITY**

**(Reserved for future use)**

**Letter of Agreement #3**  
**WAYNE STATE UNIVERSITY**

October 5, 1981

Mr. Richard Weiler  
Executive Board, POAM  
2990 W. Grand Boulevard  
Detroit, MI 48202

**Re: Indemnification of Governors, Officers, and University Employees**

Dear Mr. Weiler:

In the course of our on-going contract negotiations, the Union expressed concern about the amount and sufficiency of protection existent in the event a lawsuit is filed against one or more of its members.

At the September 14, 1973, meeting of the Wayne State University Board of Governors, a statute was passed which will protect all University employees. Since this statute becomes general University policy, it is applicable to Public Safety Officers and provides all the protection necessary so that these employees may feel secure that they will be protected should they be placed in a liability situation.

The statute adopted by the Wayne State University Board of Governors, September 14, 1973, reads as follows:

"Any person serving as a member of the Board of Governors or an officer or employee of the University shall be indemnified and held harmless from all costs, expenses, and liabilities incurred by him/her in his/her capacity as governor, officer, or employee which arises out of their employment and within the scope of their authority, except for willful misconduct and liability related to professional negligence or malpractice. In all such instances indemnification shall be available only if the University has provided counsel or has given written consent to outside counsel."

This statute satisfies all problems which have been raised at the bargaining table in this area of concern.

Very truly yours,

Philip E. Heideman  
Assistant Vice President  
Human Resources

**Letter of Agreement #4**  
**WAYNE STATE UNIVERSITY**

October 5, 1981

Mr. Richard Weiler  
Executive Board, POAM  
2990 W. Grand Boulevard  
Detroit, MI 48202

**Re: Overtime Payments**

Dear Mr. Weiler:

During the course of negotiations the Union expressed some concern over the delay in the payment of overtime once overtime hours had been worked.

In an effort to address that concern it is the intent of the University to pay overtime on the nearest possible pay date following the date(s) on which overtime was earned.

Very truly yours,

Brenda R. Malone  
Labor Relations Specialist

## Letter of Agreement #5

### WAYNE STATE UNIVERSITY

January 16, 1985

Mr. Richard Ziegler  
Fraternal Order of Police  
6735 Telegraph - Suite 395  
Birmingham, Michigan 48010

#### **Re: Supplemental Illness Bank - "Incident Related"**

Dear Mr. Ziegler:

Effective with the signing of the Master Agreement by both parties, an Employee who is unable to work as a direct result of an "incident related" injury received in the line of duty shall be entitled to have his/her illness bank supplemented to a maximum of 132 days. In the event of absence due to such an injury, an Employee would receive full pay for a period not to exceed six (6) months.

Incident related injuries are defined as those types of injuries which are uniquely associated with the performance of police work and are directly related to the dangerous aspects of the job. (Example: Gun shots, stabbing, injuries received in vehicle accidents.)

Should Workers' Compensation Benefits be payable to an Employee, the illness bank will be used to supplement Workers' Compensation payments to insure full pay. Such illness bank shall not accrue additional days.

The illness bank will be reduced by one (1) day for each day of absence regardless of any offset by Workers' Compensation payments.

Upon return to work, prior to the conclusion of the six (6) month period, an Employee's illness bank will be returned to the number of days it contained prior to the duty related injury, plus any appropriate accumulation.

Upon exhaustion of said bank, Employees with one (1) year or more of service and who are still unable to return to work, are eligible to be placed on long term disability.

Once an Employee is placed on long term disability, their original illness bank will be used to supplement benefits received to ensure full salary until such time as the bank is exhausted.

It is understood that the decision as to whether or not an injury received on the job conforms to the definition outlined above is not grievable beyond the fourth step of the grievance procedure, as well, it is understood that there will be no cash pay-off of unused illness days furnished under this program upon separation or retirement.

Very truly yours,

Brenda R. Malone  
Contract Administrator

**Letter of Agreement #6**  
**WAYNE STATE UNIVERSITY**

March 21, 1988

Mr. Jerry Caster  
6735 Telegraph - Suite 395  
Birmingham, MI 48010

**Re: Overpayments**

Dear Mr. Caster:

In the event that an Employee is overpaid by the University, such employee is required to repay the University promptly the amount of the overpayment.

It is understood that, where no dispute exists as to the overpayment or as to the amount owing, the University may recoup the overpayment by deducting up to fifteen percent (15%) of the employee's gross bi-weekly pay until the overpayment has been paid. Nothing contained in this letter shall preclude the parties from making alternate arrangements to repay the amount owing.

Very truly yours,

Brenda R. Malone  
Assistant Vice President  
Labor Relations

**Letter of Agreement #7**

**WAYNE STATE UNIVERSITY**

December 9, 1993

Mr. Brian Smith, Field Representative  
Police Officers Labor Council  
667 E. Big Beaver - Suite #205  
Troy, MI 48083-1413

**Re: Light Duty for Pregnant Officers**

Dear Mr. Smith:

The decision to afford light duty for pregnant Officers shall be at the Department's discretion, but if provided, the duration and scheduling of light duty shall ordinarily be for a period not to exceed ninety (90) days, nor ordinarily be for more than one Officer at a time. The affording of light duty shall be on a discretionary basis, during the life of the Agreement only, and shall not be precedent setting as to other perceived needs for light duty work.

The decision to end a light duty assignment for pregnant Officers prior to ninety (90) days shall not be grievable, given the discretionary nature of the decision to offer and schedule it.

Any light duty police work provided for pregnant Officers shall be at the Officer's current wage rate. Furthermore, no light duty schedule shall be for less than a full shift, and a weekly schedule shall be developed by the beginning of each work week for that Officer.

The first pregnant Officer to request light duty shall have priority for such work regardless of seniority of Officers who subsequently become pregnant and request such work.

Very truly yours,

Bruce J. Gluski  
Contract Administrator  
Labor Relations Department

**Letter of Agreement #8**

**WAYNE STATE UNIVERSITY**

OCTOBER 1, 1996

Mr. Jerry Caster, Field Representative  
Police Officers, Labor Council  
P.O. Box 767  
Dewitt, MI 48820

**Re: Light Duty for Injured Officers**

Dear Mr. Caster:

The decision to afford light duty for injured officers shall be at the Department's discretion, but if provided, the duration and scheduling of light duty shall ordinarily be for a period not to exceed ninety (90) days, nor ordinarily be for more than one officer a time. The affording of light duty shall be on a discretionary basis, during the life of the Agreement only and shall not be precedent setting as to other perceived needs for light duty work.

The decision to end a light duty assignment for injured officers prior to ninety (90) days shall not be grievable, given the discretionary nature of the decision to offer and schedule it. The exercise of the discretion to offer light duty shall not be exercised in an arbitrary or capricious manner. However, a grievance relating to operation of this letter shall not be subject to arbitration, but may be referred for mediator's recommendation.

Any light duty assignment for injured officers shall be at the officer's current wage rate. Furthermore, no light duty schedule shall be for less than a full shift, and a weekly schedule shall be developed by the beginning of each work week for the officer.

The first injured officer to request light duty shall have priority for such work regardless of seniority of officers who subsequently become injured and request such work.

An officer who declines light duty to take FMLA shall be regarded as being on unpaid leave or shall utilize any available vacation or personal time.

Very truly yours,

Bruce Gluski  
Contract Administrator  
Labor Relations

## Letter of Agreement #9

### WAYNE STATE UNIVERSITY

Revised – January 24, 2007

Mr. Duane P. Smith, Field Representative  
Police Officers, Labor Council  
1163 Judd Road  
Saline, MI 48176

Re: **Day-Off Trades**

Dear Mr. Smith:

It is agreed that the following procedure for Same Shift Off Day Trades, that shall affect all Department personnel, shall be established:

- For requesting and granting same shift off day trade between members of the Department.
- To establish a reporting form for these procedures.
- To acquaint all members of the Department with these procedures, the reporting form, and require their use as directed.
- To hold all members responsible for the provisions of the procedure and make these procedures mandatory.

Same Shift Off Day Trade shall be defined as an agreement between two Department members assigned the same shift to trade their off days.

#### **Procedure for Same Shift Off Day Trade Error! Bookmark not defined.**

Department members who wish to trade off days make a request, in writing, to their supervisor.

1. All requests must be submitted to their supervisor at least 24 hours in advance of the time the trade is to take effect.
2. Trades involving probationary employees or employees in training will be approved or disapproved on the merit of each case.
3. The request will be made in triplicate, using the Shift Trade Request Form, WSDPS #002.
4. If an officer is planning on using a trade(s) in relation to a vacation, any purpose day, compensatory time, or absence without pay day(s), they must complete a fourth copy of



the request for Shift Trade Form and attach same to Department of Public Safety form WSDPS 4/99, (Time Off Request Form).

Department members shall not use the trade procedures under any circumstances:

- Where an apparent schedule conflict will result with either of the employees involved.
- Where one of the employees involved in the trade has court on the day involved.
- Where one of the employees involved would receive overtime due to the trade.

**Partial Shift Trade (Late for Work)**

Department Members will be allowed to do partial shift trades, prior to the beginning of the shift, to cover an Officer if he/she is going to be late for work. This would be contingent on receiving the approval of the shift supervisor and the employee who covers the shift. All applicable paperwork would be filled out on the day of the event. Such trades shall be limited to once per semester.

This letter will remain in effect for the duration of the contract of 10/1/06 through 9/30/09 and has no effect on order #77-08 (Note: #77-08 has been rescinded and replaced with #99-05).

Very Truly Yours,

A.L. Rainey, Jr.  
Director, Labor Relations

This conforms to our Agreement

Duane P. Smith, Field Representative  
Police Officers Labor Council

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