

WSU/POLC 2018 Contract Negotiations



CONTRACTUAL ADJUSTMENTS TO NEW 2018-2023 COLLECTIVE BARGAINING AGREEMENT

Note: All new language is **bolded**, and
All deletions show as ~~strikethroughs~~

TA'd 05/01/2018

Adjustment #1

Cover Page, Agreement, Salary Schedule and Change & Termination Articles changed to reflect a five year Agreement from Oct. 1, 2018 to Sept. 30, 2023.

TA'd 05/01/2018

Adjustment #2

ARTICLE (2) NON-DISCRIMINATION (*Language Cleanup- Non-Economic*)

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~~ **Office** 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.

TA'd 05/01/2018

Adjustment #3

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 become a member of the Union, or 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 **become a member of the union or not and to have the option to voluntarily** 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 **voluntary** service fees deducted for the previous month showing the name, file number, pay code, and amount **voluntarily** 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.

TA'd 05/29/18

Adjustment #4

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 **up to two times** by the Director of Public Safety. Periods of absence from work shall not be counted towards completion of the probationary period. **If the Director of Public Safety elects to extend an employee's probationary period he (she) must inform the employee in writing and include the reasons for the extension so the employee understand the areas in which they need to improve.**

- 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.

TA'd 05/29/2018

Adjustment #5

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. **The designated on call investigator shall not be assigned to fill normal uniformed shift vacancies occurring on designated on call days.**

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, **Investigations Section, K-9 unit**, 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 ~~five~~ **three** PSOs in total will be ~~rotated out of~~ **appointed to** either the non-uniform section, **special assignments**, 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., **Honor Guard**)

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) **four (4)** 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.
7. **If an officer is granted permission by the Chief, or their designee, to be removed for the overtime list, said officer will be removed for a minimum period of one (1) year. This period may be extended upon mutual agreement of both the employee and the Chief or his/her designee. Such request should be made in writing.**
8. **When the Employer has advanced knowledge of events that will utilize department personnel they will provide POLC President or his/her designee a sign-up sheet. The Bargaining Group will be responsible for posting the overtime for officer's review within 24 hours of receipt from management.**

If the position available are not filled in this manner, the employer shall then utilize the Department overtime list to fill the positions. The amount of hours worked for the event will be added to their employee's total on the overtime list.

The employer will complete and post the Officer's assigned to the pre-scheduled events at least five days prior to the scheduled event, unless notice is given to the POLC President or his/her designee regarding circumstances that may delay the postings.

The sign-up sheet shall be posted in the area designated by the employer.

9. **Employees shall be paid double time on their seventh work day during a calendar work week if they are ordered to work overtime on both their scheduled leave days, with the exception of departmental mobilization. If the department mobilizes two weeks in a row during the consecutive mobilization if the member is ordered to work on their second leave day they will receive double pay.**

~~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. F. 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. G. 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. H 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 **department designated veterinarian**. ~~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. **Employees caring from more than one Department dog shall receive an additional one (1) hours of straight time per week.**
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~~ **K-9 Handler** will have the option of ~~allowing the K-9 Handler~~ to keep the dog.

TA'd 05/01/2018

Adjustment #6

ARTICLE (14) VACATION *(New section f)*

- F. **Employees who have accrued five years of seniority shall be allowed to take up to two weeks of pay-in-lieu of vacation time once per year. The request for pay-in-lieu of vacation shall be paid at the contract rate applicable at the time that the pay-in-lieu obligation was incurred, regardless of any negotiated changes. Pay-in-lieu of vacation time will be counted as vacation time utilized for the year.**

TA'd 04/17/2018

Adjustment #7

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.)

TA'd 04/17/2018

Adjustment #8

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~~ **Division of Human Resources**, if so requested by the Director of Public Safety **or their designee**.
- 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.

TA'd 05/01/2018

Adjustment #9

ARTICLE (31) MEDICAL INSURANCE (A &K Language Cleanup- Non Economic)

- A. Medical insurance will be available to Employees through contracts and agreement executed by the Employee, with Blue Cross/ Blue Shield, Blue Care Network, Community Blue (PPO), Health Alliance Plan, ~~DMC CARE~~ **Total Health Care**. An Employee may maintain coverage under only one (1) plan.
- K. VISION INSURANCE ~~Effective on the first day of the first full month following ratification of this Agreement (contract year 2006), t~~ 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%.

TA'd 06/12/2018

Adjustment #10

ARTICLE (34) RETIREMENT (new section added H)

- H. **The Department of Public Safety will recognize and cooperate with the Michigan Retired Law Enforcement Officer's Firearm Carry Act (LEOSA). Upon request, separating members in good standing will receive a letter to the Michigan Commission on Law Enforcement Standards documenting the member's employment. The separated member shall not be classified as a university retiree unless they meet the requirements as defined in section E and are entitled to benefits of section F. The separated member shall be individually responsible for completing any application and renewal paperwork as required by LEOSA.**

TA'd 06/12/18

Adjustment #11

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.

2018-2019 **Effective the pay period including October 1, 2018 2.5% ATB increase to the base salary of bargaining unit members; steps funded.**

2019-2020 **Effective the pay period including October 1, 2019 2.5% ATB increase to the base salary of bargaining unit members; steps funded.**

2020- 2021 **Effective the pay period including October 1, 2020 2.5% ATB increase to the base salary of bargaining unit members; steps funded.**

2021- 2022 **Effective the pay period including October 1, 2021 2.5% ATB increase to the base salary of bargaining unit members; steps funded.**

2022-2023 **Effective the pay period including October 1, 2022 2.5% ATB increase to the base salary of bargaining unit members; steps funded.**

~~2013-2014~~ ~~Pay adjustment waived, due to: (1) existing retro-restrictive law, and (2) nonagreement 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 31st 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 1st 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 2018-2022

	Current	2018-2019 2.5% ATB	2019-2020 2.5% ATB	2020-2021 2.5% ATB	2021-2022 2.5% ATB	2022-2023 2.5% ATB
Minimum	46,954	48,128	49,331	50,564	51,828	53,124
Step 1	49,430	50,666	51,933	53,231	54,562	55,926
Step 2	53,366	54,700	56,068	57,470	58,907	60,380
Step 3	61,643	63,184	64,764	66,383	68,043	69,744



Letter of Agreement #9

WAYNE STATE UNIVERSITY

Revised – May 29, 2018

Mr. Duane Smith, Labor Representative
Police Officers Labor Council
1163 Judd Rd.
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 some 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 procedure 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, WSPDPS #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 days(s), they must complete a fourth copy of the request for Shift Trade Form and attach to Department of Public Safety form WSDPS 4/99, (Time Off Request Form).

Department members shall not sue 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~~ **10/01/18 through 9/30/23** and has no effect on order #77-08 (~~Note: #77-08 has been rescinded and replaced with #99-05~~).

Respectfully,

Rebecca C. Ferguson

Interim, Director of Labor Relations

This conforms to our Agreement

Letter of Agreement #10

WAYNE STATE UNIVERSITY

June 12, 2018

Mr. Duane Smith, Labor Representative
Police Officers Labor Council
1163 Judd Rd.
Saline, MI 48176

RE: Drug Testing/Urinalysis

Dear Mr. Smith:

As follow up to our conversations during the 2018 contract negotiations we put forward this Letter of Agreement to be followed during the life of the negotiated agreement.

During the life of this agreement the Director of Public Safety or designee may order a drug test when there is reasonable suspicion to believe an employee is under the influence of or misuses a controlled substance or drug. The reason for the test will be provided to the employee and an available union steward or other member of the bargaining unit prior to the administration of the test.

Should the employee's prescribing physician indicate that the known side effects of a drug may adversely affect the employee's ability to perform the employee shall notify the supervisor before commencing a work schedule.

Current employees may be ordered by the Director of Public Safety or designee to take a drug test when:

- 1) There is reasonable suspicion to support allegations involving use, possession or sale of drugs, narcotics or other controlled substances, alcohol; or
- 2) The employee has been involved in an incident where there has been the use of deadly force involving a critical injury or death; or
- 3) There has been a traffic accident involving University vehicles resulting in critical injury or fatality and the employee is the driver.

Testing will be conducted at a medical facility chosen by Wayne State University Human Resources division.

Test results reporting the presence of illegal drugs, narcotics, controlled substances or alcohol or the use of prescription drugs without a valid prescription, or the abuse of over-the-counter medication shall be submitted as part of a written complaint by the supervisor requesting departmental action.

An employee, with proper just cause, may be subject to disciplinary measures, including immediate discharge, for the first offense in any of the following circumstances:

- 1) Refusal to take an authorized urine and/or blood (breath) test, including refusal to execute any required consent forms and/or refusal to cooperate regarding collection of samples.
- 2) Use or possession, unless during the course of their employment, of alcohol, illegal drugs, narcotics or other controlled substances.
- 3) Conviction of any criminal drug statute.

Testing Procedures

A. Alcohol

- 1) If there is reasonable suspicion that an employee is under the influence of alcohol, he or she shall be required to submit to a preliminary breath test (PBT) administered by a trained individual in order to determine the blood alcohol concentration. If the PBT shows a reading of .02 grams or above the employee will be required to submit to urinalysis or blood test.
- 2) Screening test results of the person having a bodily alcohol content of .02 grams per 100 milliliters of blood, per 210 liters of breathe, or per 67 milliliters of urine, will result in a confirmatory test and the employee will be removed from duty pending the results.

B. Drugs

Methodology

The testing or processing phase shall consist of a two-step procedure:

- a. Initial Screening test
 - b. Confirmations test
- 1) The urine sample is first tested using the initial drug screening procedure of the RIA and/or EMIT type. An initial positive test result will not be considered conclusive; rather, it will be classified as “confirmation pending”. Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified.
 - 2) A specimen-testing positive will undergo an additional confirmatory test. The confirmation procedure shall be of a gas chromatography/mass spectrometry method.
 - 3) The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.

Drug Test Results

- 1) All positive confirmatory test results shall be immediately relayed to the agency’s designated officer. Written results shall be submitted in writing by the laboratory to the law enforcement agency within a pre-determined period of time. Upon receipt, the test results will be shared with the employee.
- 2) Any employee receiving a confirmed positive drug test result will be removed from duty pending a hearing for disciplinary action up to and including termination of employment.

- 3) Employees shall be notified that they have the right to have the sample examined by an independent laboratory of their choice and at their expense.
- 4) The lab will be required to keep the sample for a minimum of one year. The urine sample shall be split and stored in case of dispute. The samples must be provided at the same time, marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility and stored in a secure and appropriate atmosphere.

Apart from the above, a confidential, voluntary Employee Assistance Program shall be available to all employees. This shall be separate and apart from any other provisions of this agreement. There shall be no reprisals against anyone who wishes to avail themselves of the Program.

Respectfully,
Rebecca C. Ferguson
Interim, Director of Labor Relations

This conforms to our Agreement