WSU/POLC
2013 Contract Negotiations

CONTRACTUAL ADJUSTMENTS TO NEW 2013-2018
COLLECTIVE BARGAINING AGREEMENT

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

NEGOTIATED ADJUSTMENTS

Ratified January 29, 2015
Effective January 30, 2015

WSU LABOR RELATIONS
TITLE: Public Safety Officer  
SCHEDULE CODE: PS301  
SALARY:  
EEO:  
UNION: POLICE OFFICERS LABOR COUNCIL  
GRADE:  
CODE: 30

POSITION PURPOSE
Provide a safe environment for University students, staff and guests by preventing and suppressing crime, protecting life and property and preserving peace within the campus area.

ESSENTIAL JOB FUNCTIONS
- Patrol campus property in department vehicles, including motorcycles, or on foot during the day or at night and in all kinds of weather conditions. Enter and exit vehicles quickly; conduct searches of buildings, including staircases, basements, roofs, catwalks and crawl spaces; survey outdoor areas in inclement weather including heat, cold, wind, precipitation, etc., which may involve climbing or jumping over obstacles, openings, ditches or off of elevated surfaces and crawling through confined areas; pursue suspects at high speeds in vehicles or by running; use body force to gain entrance through barriers. Enter areas which contain smoke, chemicals and laboratory activities.

- Effect arrests, forcibly if necessary, using handcuffs and/or other restraints. Pursue fleeing suspects on foot or in vehicle through unfamiliar terrain; conduct visual and audio surveillance for extended periods of time; exercise independent judgement, within legal guidelines, to determine when there is reasonable suspicion to detain; subdue resisting subjects using hands and feet while employing defensive tactics, maneuvers or approved nonlethal weapons; perform searches of persons which involve touching and feeling to detect potential weapons and/or contraband; read Advice of Rights to suspects.

- Gather information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects and confidential informants. Prepare investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations. Communicate effectively with others verbally to provide information, answer questions, give directions and issue commands.

- Communicate effectively over law enforcement radio channels while initiating and responding to radio communications, often under adverse conditions such as siren usage and high speed vehicle operations. Read and comprehend rules, regulations, policies, procedures and applicable laws for purposes of ensuring appropriate officer behavior and response and performing enforcement activities involving the public; issue violations.

THIS DESCRIPTION IS INTENDED TO INDICATE THE KINDS OF TASKS AND LEVELS OF WORK DIFFICULTY THAT WILL BE REQUIRED OF POSITIONS THAT WILL BE GIVEN THIS TITLE AND SHALL NOT BE CONSTRUED AS DECLARING WHAT THE SPECIFIC DUTIES AND RESPONSIBILITIES OF ANY PARTICULAR POSITION SHALL BE. IT IS NOT INTENDED TO LIMIT OR IN ANY WAY MODIFY THE RIGHT
- Load, unload, aim and fire handguns, shotguns and other department firearms from a variety of body positions to department standards. Independently determine when situations justify the use of deadly force; maintain emotional control and accuracy with firearms under extreme stress; manage interpersonal conflicts to maintain order. Perform tasks which require lifting, carrying and/or dragging people or heavy objects while performing arrest, rescue or general patrol activities. Perform Life saving First Aid procedures such as Rescue Breathing, Closed Chest Compressions and Air-way Clearing Chest Compressions.

- All Public Safety Officers are considered to be “Essential Personnel,” and are required to report during a university emergency closure period.

- Perform other duties as assigned.

**ADDITIONAL COMMENTS**

This classification patrols the University campus in vehicles or on foot to prevent and stop criminal activity and protect life and property. The essential job functions listed above are required of all incumbents upon commissioning. The University reserves the right to hire uncommissioned individuals into this classification and send them to police academy. In all cases, incumbents must be able to be commissioned upon completion of academy requirements or they will be terminated. Uncommissioned officers will be given non-law enforcement duties until sent to the academy. This classification is typically located in the Department of Public Safety. This classification reports to a management level position, i.e. Sergeant, Lieutenant or Captain.

**MINIMUM QUALIFICATION**

- A bachelor’s degree Graduation from a four year accredited college or university. Major coursework in Criminal Justice or related field preferred.
- Possession of a passing score on the Michigan Law Enforcement Officer Training Council Michigan Commission of Law Enforcement Standards pre-employment police officer’s minimum skills test or pre-employment certificate indicating passing grades in all categories prior to application.
- Graduation from an accredited police academy and possession of a current Michigan Law Enforcement Officer Training Council certificate.
- Citizen of the United States; 18 years of age or older.
- Excellent health; weight proportionate to height; 20/20 vision corrected.
- Possession and maintenance of a valid Michigan Vehicle Operator's License with motorcycle endorsement and a driving record that is satisfactory as required by Department of Public Safety.
- Good oral and/or written communication skills.
- Ability to work rotating shifts and mandatory overtime on any/all days of the week.
- Ability to act and re-act quickly, calmly and in a proper manner in emergency situations.
- Reasonable knowledge of sound police practices, civil liability management and criminal and civil law.
- Ability to pursue suspects who may be running, climbing, crawling, or jumping over obstacles.
- Ability to make a forcible arrest.
- Must submit to various background checks and fingerprinting in order to reveal any criminal activity or driving record which may render one unsuitable for police work.
- Must meet the minimum employment standards for police officers as established at the Michigan Law Enforcement Officers Training Council (M.L.E.O.T.C.) Michigan Commission of Law Enforcement Standards (M.C.O.L.E.S.).
- Police Officer Basic Training and MLEOTC (M.C.O.L.E.S.) certification preferred.
- While employed officers are encouraged to pursue a Master’s Degree.

TA’d on 10/29/13

Adjustment #2

Five Year Agreement 2013-2018

TA’d on 10/21/13

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 every Employee 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 shall 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 shall be required as a condition of employment 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.

TA’d on 11/11/13
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 Service Fee Check-off 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 Service Fee Check-off 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 Check-off Authorization Form.

C. The Employer shall not be responsible for checking off or 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 Check-off Authorization for Payroll Deduction of Nonacademic Union Dues and/or Service Fees Form and inform the Employee of his or her responsibility 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.

TAd on 10/21/13
Adjustment #5

ARTICLE (12) WORK ASSIGNMENT, SCHEDULING AND OVERTIME

Section D-Job Appointments: *(modify as follows)*

**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.

*TAd on 10/3/14* at Fact-Finding Hearing
ARTICLE (12) WORK ASSIGNMENT, SCHEDULING AND OVERTIME

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. Same.

2. An Employee required to work overtime not continuous with the regular work schedule WITHOUT prior notification shall be paid a minimum of three (3) 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 three (3) 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.

TA’d on 1/30/15
Adjustment #7

ARTICLE (12) WORK ASSIGNMENT, SCHEDULING AND OVERTIME

Section E-Overtime...Part 1: (modify as follows)

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.)

TA’d 10/29/13

Adjustment #8

ARTICLE (12) WORK ASSIGNMENT, SCHEDULING AND OVERTIME

Section H-Field Training Officer Assignment. (modify as follows)

Field Training Officer Assignment
Employees designated by management as a Field Training Officer will be compensated with 1 hour of pay (at the regular 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).

TA’d 8/25/14
**Adjustment #9**

**ARTICLE (13) HOLIDAYS**

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.

TA’d 2/14/14

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**Adjustment #10**

**ARTICLE (23) LEAVES OF ABSENCE**

Return to work notice language needed; a new C.4 shall be added...

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).

TA’d on 2/24/14
Adjustment #11

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 $26.00 $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.

TA’d on 1/30/15

Adjustment #12

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:

<table>
<thead>
<tr>
<th>Uniform Personnel</th>
<th>$50.00 $60.00 per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Others</td>
<td>$33.00 $43.00 per month</td>
</tr>
</tbody>
</table>

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.

TA’d on 1/30/15
**Adjustment #13**

**ARTICLE (25) Section E, New 2\textsuperscript{nd} paragraph**

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.”

TA’d on 2/24/14

**Adjustment #14**

Needs a cap.

**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) additional 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 Personnel Director designated Human Resources official.

TA’d on 1/30/15

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**Adjustment #15**

**ARTICLE (27) ILLNESS BANK**  
New section “E”

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 on 2/24/14

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**Adjustment #16**
ARTICLE (31) MEDICAL INSURANCE

H. It is agreed that the following co-pays will be in effect:

**Office Visits**
$10.00 $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**
$5.00 $5/$20/$45 co-pay (a three-tiered program)
$10.00 co-pay for brand name drugs
Members may purchase prescription drugs with a mail order option

TA’d on 10/3/14

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Adjustment #17

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. 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.

TA’d on 10/3/14

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ARTICLE (41) EMERGENCY CLOSING

A. Whenever the University closes due to an emergency (such as a snow storm, tornado, flood, or any other such duly declared emergency), Employees who are unable to report to work as a result of such emergency must call and report same to their supervisor. In that case, the Employee shall receive pay provided they are able to exercise the following options in the order listed:

1. Access compensatory time, if any.
2. Charge vacation bank, if any.
3. Charge to personal business day, if any.

If an Employee fails to call in, the Employee will not be paid for that day.

B. An Employee who reports to work during emergency closure will receive compensatory time off on a straight time basis in addition to their regular pay.

Current language conflicts with University policy; APPM 10.1; New Language “A” replaces former “A” and “B.”

ARTICLE (41) EMERGENCY CLOSING

A. 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.

TAd on 11/11/13
**Adjustment #19**

**ARTICLE 40-PROMOTIONS**

**Section F (Modify as follows)**

The promotional list shall run for **90 days** **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.

**TA’d on 7/10/14 at pre-Fact Finding meeting**
Economics:

### WAGES/SALARY

#### Negotiations 2013 – Proposed Wage Adjustments for 2013-2018 Contract Years

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.

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-2014</td>
<td>Pay adjustment waived, due to: (1) existing retro-restrictive law, and (2) non-agreement during the run of the 2013-2014 contract year.</td>
</tr>
<tr>
<td>2014-2015</td>
<td>2.0% ATB increase to the base salary of bargaining unit members; effective the first work day after ratification; steps funded.</td>
</tr>
<tr>
<td>2015-2016*</td>
<td>2.0% ATB increase to the base salary of bargaining unit members; steps funded.</td>
</tr>
<tr>
<td>2016-2017*</td>
<td>2.0% ATB increase to the base salary of bargaining unit members; steps funded.</td>
</tr>
<tr>
<td>2017-2018</td>
<td>2.0% ATB increase to the base salary of bargaining unit members; steps funded.</td>
</tr>
</tbody>
</table>

*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%.

**TA’d after Fact Finding on 1/30/15 (unique to this bargaining unit).**