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AGREEMENT BETWEEN
MICHIGAN STATE UNIVERSITY
AND LODGE 141
FRATERNAL ORDER OF POLICE
MICHIGAN STATE UNIVERSITY DIVISION
JULY 1, 1972

Michigan State University

PREFACE

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

The University and the Lodge recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, creed, color, sex or national origin.

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A G R E E M E N T

THIS AGREEMENT is entered into this First day of July, 1972 between the Board of Trustees of Michigan State University, hereinafter referred to as the "EMPLOYER" and LODGE NO. 141, of the Fraternal Order of Police, Michigan State University Division, hereinafter referred to as the "LODGE." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE I

RECOGNITION OF THE LODGE

SECTION 1. Recognition. Pursuant to and in accordance with all applicable provisions of Act. No. 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Lodge for the purpose of collective bargaining for all employees covered by the bargaining unit.

SECTION 2. Definition of the Bargaining Unit. The Bargaining Unit consists of all regular, full-time sworn employees of the Department of Public Safety (Protective Services) whose positions are classified as Public Safety Officers V through I and Corporals V through I. All other employees in this department are excluded from recognition in this bargaining unit such as employees in positions classified as Director, Captain, Lieutenant, Sergeant, Trainee, Service Officer, Crossing Guard, Student and Clerical Personnel.

SECTION 3. Notification. The Lodge will furnish to the Director of Labor Relations in writing within 30 days of the signing of this Agreement, a list of officers of the Lodge and shall within 30 days of any change in said list, advise the Director of Labor Relations in writing of such change.

SECTION 4. In the event of a change in the departmental rank structure, the change will not affect the membership of the bargaining unit.

ARTICLE II

MANAGEMENT RIGHTS

SECTION 1. The Lodge recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

SECTION 2. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the Employer; subject, however, to the understanding that neither the constitutional nor statutory rights of the Sheriff of Ingham County shall be abridged in any way whatsoever.

SECTION 3. The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided, however, the Employer shall notify the Lodge whenever possible of any such amendments, supplements or additions at least 15 days in advance of their effective date. Such rules shall be reasonable and shall relate to the proper performance of Public Safety Officer's duties and shall not be applied in a discriminatory manner. All rules enacted after this date shall be subject to Article VIII of this Agreement.

ARTICLE III

MANAGEMENT SECURITY

SECTION 1. The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the University.

SECTION 2. Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment as to employees, and/or of exercise of any legal right or remedy as to the Lodge, and/or cancellation of this Agreement by the Employer, subject to the provisions of Article IX of this contract.

ARTICLE IV

LODGE SECURITY AND CHECK-OFF

SECTION 1. The Employer will not discriminate against any employee because of membership in the Lodge.

SECTION 2. Check-Off.

A. The Employer agrees to deduct from the regular monthly pay of each Lodge member who has an executed Check-Off Authorization Form on file, the Lodge's dues or service charge for the following month subject to all of the following subsections.

B. The Lodge shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made thereof.

C. The Lodge shall exclusively use the following Check-Off Authorization Form as herein provided for:

Check-Off Authorization Form

Fraternal Order of Police, Lodge #141 Lodge Membership
Michigan State University Service Charge
East Lansing, Michigan

I hereby request and authorize you to deduct from wages hereafter earned by me while in the University's employ, my F.O.P. dues or service charge (check one above) of \$ _____ per month.

The amount deducted shall be paid to the Treasurer of the Lodge, according to the Agreement reached between the Employer and the Lodge.

This authorization shall remain in effect until by written notice to the Employer's Director of Personnel I request its revocation.

Print: Rank Last Name First Name Middle Initial

Date deduction is Signature _____
to start

Address _____

City _____ State _____
Month Year

D. All Check-Off Authorization Forms shall be filed with the Employer's Director of Personnel who may return any incompleated, or incorrectly completed form to the Lodge's Treasurer, and no check off shall be made until such deficiency is corrected.

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

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

G. The Lodge agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from employee's pay of Lodge dues or service charge or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge.

SECTION 3. Agency Shop Provision.

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

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

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

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

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

F. The agency shop provisions of this Article and the provisions concerning membership in the Lodge shall not apply to those employees who are in the bargaining unit and are not members of the Lodge on January 1, 1971.

ARTICLE V

LODGE BARGAINING COMMITTEE

SECTION 1. The bargaining committee of the Lodge will include not more than six (6) representatives. These representatives shall be composed of three (3) Lodge members of the Michigan State University bargaining unit, one (1) representative from the Fraternal Order of Police, Lodge 141, and two (2) non Michigan State University employee representatives. The Lodge will furnish the Director of Labor Relations with a written list of the Lodge's bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

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

ARTICLE VI

PROBATIONARY PERIOD

SECTION 1. When a new employee is hired in the unit, he shall be considered as a probationary employee for the first twelve (12) months of his continuous, regular, full-time employment as a sworn officer. The Lodge shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration and trial board procedures; provided, however, after six months continuous, regular, full-time employment as a sworn officer the employee may not be dismissed without written notice setting forth the specific reasons for dismissal and if the Lodge believes that said termination is unjustified, a special meeting may be called to review the action. If the Employer and the Lodge reach an agreement, the matter will be considered resolved at such meeting. If the parties are unable to agree, then a Trial Board shall be convened.

ARTICLE VII

GRIEVANCE PROCEDURE

SECTION 1. Any employee having a grievance in connection with the terms of this Agreement shall present it to the Employer as follows:

Step I. (a) If an employee feels he has a grievance and wishes to enter it into the grievance procedure, he may discuss it with his immediate Supervisor within five (5) days after its occurrence, or with his shift coordinator who must then discuss it with the employee's immediate Supervisor within five (5) days after its occurrence. If the Employer requests that the aggrieved employee be present at any step or steps of the Grievance Procedure to participate in the discussion he will be required to do so.

Step II. (a) If the grievance is not resolved, the shift coordinator or an officer of the Lodge must reduce the grievance to writing and present it to the Director of Public Safety within ten (10) days after its occurrence in order to be a proper matter for the grievance procedure. The grievance shall be dated and signed by the aggrieved employee and his shift coordinator and shall set forth the facts, including dates, and provisions of the Agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Director of Public Safety receives the written grievance. At the time it is received it shall be dated and a copy returned to the aggrieved employee. A meeting will be arranged between the shift coordinator and the Director of Public Safety to discuss the grievance. The Director of Public Safety, or his designated representative, will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

(b) Any grievance not appealed from an answer at Step II of the grievance procedure to Step III of the grievance procedure within five (5) days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

Step III. (a) If the answer of the Director of Public Safety is not satisfactory, the grievance may be referred to the local Division President who may submit his appeal on an agenda to the Director of Labor Relations or his representatives indicating the reasons why the written answer of the Director of Public Safety was unsatisfactory. A meeting between no more than three (3) representatives of the Lodge and the three (3) representatives designated by the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) days from the date of the agenda is received by the Employer, or his designated representative. The Director of Labor Relations or his representative will then answer the grievance in writing within seven (7) days from the date of the meeting at which the grievance was discussed.

(b) The Lodge representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

(c) The local Division President or his representative shall be allowed time off his job without loss of pay to investigate a grievance he is to discuss or has discussed with the Employer, upon having received permission from his Supervisor to do so. The Supervisor will normally grant permission and provide sufficient time to the local Division President or his representative to leave his work for these purposes subject to necessary emergencies exceptions. The privilege of the local Division President or his representative leaving his work during working hours without loss of time or pay is subject to the understanding that the time will be devoted

to the proper handling of grievances and will not be abused; and the local Division President or his representative will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Meeting.

Step IV. (a) Board of Appeal. If the representatives of the Employer and the Lodge representatives do not dispose of the matter and the Lodge believes that the matter should be carried further, it shall then refer the matter to its non-employee representative. The representative will review the matter, and if he wishes to carry the matter further, he will, within thirty (30) days of the answer of the Director of Labor Relations or his representative refer the matter to the Appeal Board.

(b) The Appeal Board shall consist of two (2) representatives of the Employer and two (2) representatives of the Lodge. The two (2) representatives of the Lodge shall be appointed by the local Division President.

(c) If the non-employee representative refers the matter to the Appeal Board, he shall prepare a record which shall consist of the original written records as there may be in connection with the matter, and forward the same to the Director of Labor Relations or his representative together with a notice indicating the reasons why his written answer with respect to that grievance is unsatisfactory to the Lodge. The Appeal Board shall be convened for the purpose of reviewing and reaching a final settlement of the grievance, and shall render its disposition on the matter within two (2) weeks following the submission of the grievance to the Appeal Board.

(d) After a grievance has been referred to the Appeal Board, the grievance may not be withdrawn by either party except by mutual consent.

Step V. (a) In the event the members of the Appeal Board are unable to agree upon a final settlement of the grievance, settlement may be determined by decision of the Arbitrator selected by the parties. In the

event they cannot agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the American Arbitration Association. The fees and approved expenses of an Arbitrator will be paid by the parties equally,

(b) Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation of application of the clauses of this Agreement and about alleged violations of the Agreement. The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Lodge where such discretion has been retained by the Employer or the Lodge, nor shall he exercise any responsibility or function of the Employer or the Lodge.

(c) Finality of Decisions: There shall be no appeal from the Arbitrator's decision. Each such decision shall be final, and binding upon the Lodge and its members, the employee or employees involved, and the Employer. The Lodge will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Arbitrator.

SECTION 2. WITHDRAWAL OF CASES.

(a) A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated with three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

(b) When reference to days is made, only week days, Monday through Friday, will be considered. Saturday, Sunday and Holidays shall not be considered in these time periods.

ARTICLE VIII

SPECIAL MEETINGS

SECTION 1. The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

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

SECTION 3. Employee representatives of the Lodge at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE IX

DISCHARGE & DISCIPLINE

SECTION 1. Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than negative or punishing procedure.

SECTION 2. When positive measures fail and the Employer determines that punishment or discharge is necessary for alleged violations of departmental rules and regulations, such punishment or discharge shall be imposed by the Director of Public Safety or his representative. Should the employee feel that such punishment or discharge is unjust, he may appeal in writing within three (3) working days after being advised of the punishment imposed by the Director or his representative to the Director of Public Safety and a Trial Board shall be convened. Such Board shall consist of one (1) representative appointed by the Director of Public Safety, one (1) representative appointed by the bargaining unit and one (1) representative selected at large through mutual agreement of the first two (2) representatives. If it is necessary to compensate the representative selected at large, the fees and authorized expenses of this person will be paid by the parties equally.

1. The Trial Board shall be convened at the earliest opportunity following a decision that its services are needed.
2. Members of the Trial Board shall select one of their number to be the president who shall be in charge of the hearing and who shall report its finding to both the Employer and the Employee.
3. The Trial Board shall perform its duties in a manner comparable to an administrative hearing.
4. The hearing shall be closed and confidential.
5. The Trial Board has the opportunity to call witnesses who shall give testimony.

6. The decision reached by the Trial Board shall be binding on both parties, except when such decision is dismissal. A decision for dismissal shall be subject to review and approval by the Director.
7. Punishment meted out by the Trial Board may consist of a letter of reprimand, loss of compensatory time, suspension without pay or dismissal.

SECTION 3. An employee who desires to waive his rights to a Trial Board and elects departmental discipline may do so by making his request in writing at least twenty-four (24) hours prior to the actual convening of such Board. Punishment imposed by the Employer, or its representatives, shall be limited to that specified in Section 2, sub-paragraph 7 of this article. Once the employee makes such a request, he may withdraw it and ask for a Trial Board if he deems the disciplinary action imposed under this section is too severe or not commensurate with his understanding. In that event, the only matter that can be determined by the Trial Board would be the degree of punishment and not the guilt or innocence of the employee, he having waived this portion of his Trial Board proceedings.

SECTION 4. Whenever a charge is preferred against an employee for (1) alleged violation of a departmental rule or regulation cognizable by the Trial Board, or (2) alleged violation of a criminal code, it shall be the prerogative of management to suspend such employee without prejudice, but without pay, until the hearing shall be completed; provided, however, that suspension without pay in the case of an alleged violation of departmental rule or regulation shall not extend longer than 10 working days, and if the hearing shall not have been finalized within that time period the suspension shall alter to one with pay unless the delay is occasioned by action of the employee himself. While it is considered that an employee who is charged with violation of a criminal code should be suspended without pay until final determination of the case, an exception may be made if the Director or his designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he will authorize alteration

in suspension to one with pay. Acquittal by the Trial Board or Court, as the case may be entitles the employee to back pay at regular rate for the time of his suspension without pay.

ARTICLE X

SENIORITY

SECTION 1. Definitions. Seniority shall mean the status attained by length of service in a particular rank.

SECTION 2. Seniority Lists. Management shall maintain a roster of employees, arranged according to seniority showing name, position class and seniority date, and shall furnish a copy to the Lodge in March of each year.

ARTICLE XI

LAYOFF AND RECALL

SECTION 1. Definition. Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

SECTION 2. Order of Layoff.

- A. No permanent or probationary employee shall be laid off from his position in the Department of Public Safety while any seasonal, temporary or provisional employees are serving in the same position class in that Department.
- B. Except as provided below, the layoff of probationary or permanent employees in the Department of Public Safety shall be in inverse order of seniority in the position classes affected.

SECTION 3. Demotion in Lieu of Layoff. Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Department of Public Safety. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he has not previously held permanent status.

SECTION 4. Notice of Layoff. Employees to be laid off indefinitely shall be given at least seven (7) calendar days prior notice.

SECTION 5. Preferred Eligible Lists.

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

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

SECTION 6. Recall from Layoff.

- A. Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.
- B. Employees who decline recall or who in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligible lists.

SECTION 7. Restoration to Positions from which Demoted. Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligible lists.

ARTICLE XII

LOSS OF SENIORITY

SECTION 1. An employee shall lose his status as an employee and his seniority if:

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

ARTICLE XIII

PASS DAYS

SECTION 1. Definition. Because Public Safety Officers and Corporals are required to work regardless of calendar weekends, i.e. Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to these days as "Pass Days."

SECTION 2. Number. Employees covered hereby, earn pass days each month they are employed by the Employer, according to the following, monthly schedule; for a total of 104 leave days each year.

<u>Month</u>	<u>Earned Pass Days</u>	<u>Month</u>	<u>Earned Pass Days</u>
January	9	July	9
February	8	August	9
March	9	September	8
April	9	October	9
May	8	November	8
June	9	December	9

SECTION 3. Scheduling. Pass Days, pursuant to Section 2 of this Article shall be taken subject to management approval.

SECTION 4. Changing. Employees covered hereby, may change a pass day after the schedule has been posted, if they receive permission from the Platoon Supervisor(s) of the shift(s) involved.

SECTION 5. Emergencies. Pass Days as herein provided for, may be postponed for emergency purposes, but pass days so postponed may be taken at a later date subject to management approval.

ARTICLE XIV

VACATION LEAVE

SECTION 1. Vacations with pay are based on an employee's length of continuous employment as shown in the following plan:

<u>Length of Service</u>	<u>Vacation Allowances Per Year</u>
6 months to 1 year	6 working days
1 year to 5 years	12 working days
5 years to 10 years	17 working days
10 years or more	22 working days

An employee's vacation pay will be based on his regular, normal workweek.

SECTION 2. If a legal holiday falls within an employee's vacation, he will be given an extra day, the time to be arranged with his Supervisor.

SECTION 3. An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

SECTION 4. An employee may take his vacation at any time in the course of the year as long as it conforms with the requirements of his department. It is never permissible to postpone a vacation from one year to another; except on approval by the Director.

SECTION 5. Vacation leaves shall be granted to employees covered hereby, by management of the department and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made by February 28, preceding the period requested. Officers are granted vacation in accordance with a first come, first serve basis.

SECTION 6. If an employee stops working for the Employer after his six months continuous full-time employment period, he will receive vacation pay according to the above plan. It is necessary, however, that the employee leave in good standing and give satisfactory notice of his intent to leave. In case of death, the vacation money will be paid to the spouse or family of the deceased employee.

ARTICLE XV

PERSONAL LEAVE DAY

SECTION 1. Two (2) personal leave days (16 hours), with pay, shall be granted annually to each full-time, continuous employee on the employment rolls as of July 1, for the purpose of attending to, or caring for, personal matters during the course of the fiscal year commencing on such date. This shall include time off to attend religious services of the employee's own choice, such as Good Friday, and time off to vote. Each full-time, continuous employee who is hired after the beginning of the fiscal year shall be credited with two (2) personal leave days or a fractional amount thereof as follows:

July through December	16 hours
January through March	8 hours
April through May	4 hours
June	0

SECTION 2. The personal leave day, or fraction thereof, credited to each full-time, continuous employee shall be utilized and charged to him in increments of not less than two (2) full hours. The personal leave day, or any fraction thereof, shall not be utilized during an absence for vacation, sick leave or during any other leave of absence.

No carry-over of unused personal leave day credit from one fiscal year to another shall be allowed.

The employee shall obtain the approval of his Supervisor prior to being absent for all, or any part, of the two (2) personal leave days.

ARTICLE XVI

OVERTIME

SECTION 1. Definitions

- A. Normal Work Week. A normal work week for regular sworn full-time employees shall consist of forty (40) hours, not including meals.
- B. Normal Work Day. A normal work day for regular sworn full-time employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.
- C. On-Call. The term "on-call" means that situation where an off-duty employee is officially advised by a designated department representative that he should be prepared to return to duty. The employee being so informed shall then remain at home, or at a location no further from his home to the station and which is made known to the department, and be in full control of his faculties if ordered to return to duty. The on-call status will be terminated by a return telephone call to the individuals placed on call.

SECTION 2. Overtime. Hours worked by employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated in the following manner:

A. Compensatory Time

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

B. Time and One-Half the Straight Hourly Rate

1. All hours worked during an emergency situation as declared by the Director or his designee. (Example: Riots, demonstrations, on and off campus; tornadoes and tornado warnings; power failures; snowstorms; floods, or any other duly declared emergency.)
 - (a) In those situations where an employee is called back and where he has not been notified in advance and the call back period is not continuous with his regular work period, the employee shall receive not less than three (3) hours pay at the time and one-half rate.
2. Routinely scheduled events such as Officer's and Supervisory Meetings, qualification shoots, training sessions and other Special Events such as football, basketball, Farmer's Week, Registration, etc., shall be compensated for at the rate of time and one-half for only the actual time the officer is required to be in attendance or work.
3. Those individuals designated to instruct in recruit schools or other duly authorized training sessions, while off duty, shall be compensated at the rate of time and one-half for only the actual time he is required to instruct.
4. Officers subpoenaed or directed into Court, including Probate Court and official hearings during off-duty hours, shall continue to receive witness fees and mileage to cover the first hour or fraction thereof spent in Court. Any time spent in court beyond one hour, when only required to be in court 1/2 day, shall be compensated at the time and one-half rate for only that portion of the 1/2 day worked. In those instances where the officer is

required to be in court all day he shall be compensated at the time and one-half rate for that time beyond two hours which he is required to be in court. Where no witness fee is provided, one and one-half times the hourly rate shall be paid.

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

1. All hours worked due to call back immediately preceding the employee's normal work day for only such time actually worked.
2. Employees who are required to obtain complaints and warrants and validate complaints while off-duty shall be compensated at the rate of time and one-half for a minimum of two (2) hours. Note Section 2A (1).
3. Officers may request time and one-half compensatory time in lieu of time and one-half pay for overtime hours worked as listed under Section 2, B, 1, 2, 3 and 4. These requests must be made through the Police Commander or his designee and is subject to his or his designee's approval.

D. No compensation, however, shall be provided for time necessitated by the employee's negligence.

SECTION 3. Approval of Overtime.

- A. All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article, Section 2A (1).
- B. The individual officer's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the department during the period when the overtime is actually worked.

SECTION 4. Scheduling. Overtime and call-back time shall be authorized by management.

SECTION 5. Pyramiding. Payment for overtime and call back time shall not be duplicated for the same hours worked as heretofore provided.

ARTICLE XVII

HOLIDAYS

SECTION 1. The following holidays (special pass days) are designated by the Employer as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, the day before or after Christmas Day, and the day before or after New Year's Day which are considered separately each year.

Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer the employee will receive an additional day off with pay, the time to be arranged with management. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after Christmas Day and day before or after New Year's which shall be considered separately each year.

If an employee is absent on the working day immediately preceding or immediately following the holiday he will not be paid for the holiday unless his absence is excused.

If an employee terminates his employment he will not receive pay for holidays occurring after the last day worked even though the holidays may fall within the period of his projected terminal vacation leave.

SECTION 2. If the employee works on a holiday as set forth in Section 1., he shall be paid time and one-half for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

ARTICLE XVIII

LONGEVITY PAY

All regular full-time employees in the active service of the employer as of October 1 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

SECTION 1. Longevity pay shall be computed as a percentage of employee's regular annual base salary or wage. Base salary or wage shall be that salary or wage which an employee is being paid on the first regularly scheduled pay period of the calendar year in which the longevity pay is due. Base salary or wage shall not include overtime pay or premium pay. Longevity pay shall be based on full time continuous service.

SECTION 2. Following completion of six (6) years of continuous full-time service by October 1 of any year and continuing in subsequent years of such service, each employee shall receive annual longevity payments as provided in the schedule.

SECTION 3. To be eligible for longevity payment subsequent to the first payment, an employee must have completed continuous full-time service equal to the service required by original eligibility plus a minimum of one additional year of such service for each payment.

SECTION 4. Payments to employees who become eligible by October 1 of any year shall be due the subsequent December 1. The first payment shall be due December 1, 1966.

SECTION 5. Effective October 1, 1966, pro-rated payments shall be made to those employees who retire under the University retirement plan prior to

October 1, 1967, and to those who retire prior to October first of any year thereafter. This also applies to those employees not under the retirement plan but who are 65 years of age at the time of their separation. In case of death longevity payments shall be made to the dependent. Such pro-rated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement, separation or death and shall be made as soon as practicable thereafter.

SECTION 6. No longevity payment as shown in the following schedule shall be made for that portion of an employee's regular salary or wage which is in excess of \$6,000.

SECTION 7.

Longevity Pay Schedule

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

ARTICLE XIX

HOSPITALIZATION - MEDICAL COVERAGE

Section 1. Regular, full-time probationary employees may enroll for hospitalization-medical coverage within sixty (60) days of their employment date. The employee can select any plan that he is eligible for that is now being offered to the employees by the American Community Mutual Insurance Company or Michigan Blue Cross and Blue Shield. Probationary employees will pay the full amount of the premium for the hospitalization - medical coverage they have selected during their first six (6) months of continuous, regular, full-time employment, then the Employer will contribute toward the monthly premium cost of their coverage as follows:

a. For those regular, full-time employees, the Employer will pay the full amount of the single-subscriber rate toward the total monthly premium cost for single-subscriber coverage and up to \$25.00 per month for the two (2) party and more than two (2) party rate toward the total monthly premium cost for two (2) party and more than two (2) party coverage regardless of the plan (American or Blue Cross Blue-Shield) in which such employee is enrolled, and regardless of the option such employee has exercised within that plan.

ARTICLE XX

GROUP LIFE INSURANCE

SECTION 1. Those employees who secure employment before 53 years of age, may enroll in group life insurance as follows:

SECTION 2.

<u>AGE</u>	<u>SCHEDULE A</u>		<u>SCHEDULE B</u>	
	<u>AMOUNT</u>	<u>MONTHLY PREMIUM</u>	<u>AMOUNT</u>	<u>MONTHLY PREMIUM</u>
To 45	\$12,000	\$3.00	\$24,000	\$6.50
45-65	9,000	3.00	18,000	6.50
65-for life	1,500	-0-	2,500	-0-

SECTION 3. The employee will pay the entire premium costs.

ARTICLE XXI

SICK LEAVE

SECTION 1. Every continuing full-time employee shall accumulate and be credited with thirteen (13) workdays of sick leave with pay per year, to be credited at the rate of one-half day for each completed bi-weekly period. Employees may use sick leave after they have completed their first month of service. Maximum accrual is one hundred twenty (120) working days.

SECTION 2. Sick leave shall be available for use by employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work. Should any employee of the bargaining unit be quarantined because of exposure to contagious disease during the course of his employment, he shall not lose sick leave.
3. Medical and dental extractions or treatment to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.

SECTION 3. All employees shall accumulate sick leave from the date they are hired.

SECTION 4. A regular full-time employee with six (6) months of continuous service who suffers injury compensable under the Workmen's Compensation Act shall continue to receive his regular rate for time lost during the first seven (7)

days not covered by the Workmen's Compensation Act provided he follows the instructions of the University Health Director, and provided he returns to work not later than the time recommended by the University Health Director. Following the first seven (7) days, such employee shall be paid the difference between his regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his sick leave is exhausted.

SECTION 5. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

SECTION 6. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION 7. Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the Employer, have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

SECTION 8. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He cannot be paid for both on the same day, nor will he be charged for a day of sick leave.

SECTION 9. Each Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from the employee's personal physician concerning his disability. He may, with reference to the needs of his district, require prompt notification from his employees of the necessity for taking sick leave. Prior notification should be provided by the employee so that he can make arrangements for the

work schedules. Employees who find they are going to be absent longer than they first anticipated should notify their Supervisor.

SECTION 10. All payments for sick leave shall be made at the employee's current rates of pay.

SECTION 11. An employee under the retirement plan who separates from the Employer for retirement purposes in accordance with the provisions of the University retirement plan shall be paid for fifty(50) percent of his unused sick leave, but not to exceed a maximum of fifty (50) percent of one hundred (100) days, as of the effective date of separation.

SECTION 12. An employee not under the retirement plan who has at least five (5) years, but less than ten (10) years, of continuous service and has attained 65 years of age at the time of his separation shall be paid fifty (50) percent of his unused sick leave as of the effective date of separation. An employee not under the retirement plan who has at least ten (10) years of continuous service and has attained 65 years of age at the time of his separation shall be paid one hundred (100) percent of his unused sick leave as of the effective date of separation, but not to exceed a maximum of one hundred (100) days.

SECTION 13. In case of the death of a regular full-time employee on active duty status, his unused sick leave, vacation, and death benefit combined shall be paid to his dependent by continuing installments in accordance with the formula shown below:

<u>Term of Employment</u>	<u>Maximum Sickness and Death Benefit</u>
5 but less than 6 years	7 months wages
6 but less than 7 years	8 months wages
7 but less than 8 years	9 months wages
8 but less than 9 years	10 months wages
9 but less than 10 years	11 months wages
10 years or more	12 months wages

SECTION 14. For the purpose of this clause, the dependent is considered as the spouse or unmarried children of the employee who are living at home and who are totally dependent upon the employee at the time of his death.

ARTICLE XXII

MEDICAL DISPUTE

SECTION 1. In the event of a dispute involving any employee's physical ability to perform his job on his return to work at the University from a lay-off or leave of absence of any kind and the employee is not satisfied with the determination of the Director of the Health Center he may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, at the request of the Lodge, the Director of the Health Center and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

ARTICLE XXIII

FUNERAL LEAVE

SECTION 1. If a death occurs among members of an employee's immediate family the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral, but not more than a total of three (3) days.

SECTION 2. DEFINITION OF IMMEDIATE FAMILY: The immediate family shall be interpreted as including: wife or husband, child, father, mother, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, grandmother, grandchild, step-father, step-mother, half brother and half sister.

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

SECTION 3. Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

SECTION 4. Permission will be granted to two (2) employees for one (1) day, utilizing a department vehicle if available, to attend the funeral of an officer killed in the line of duty anywhere in the state of Michigan.

ARTICLE XXIV

LEAVE FOR LODGE CONFERENCES OR CONVENTIONS

SECTION 1. The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following functions:

- A. One (1) man for five (5) days every other calendar year to attend F.O.P. national meetings.
- B. Two (2) men for three (3) days to attend the F.O.P. State of Michigan meetings each calendar year.

Requests for such leave will be filed in writing with the Director of Public Safety by the 10th day of the preceding month in which such leave is to be taken.

ARTICLE XXV

RETIREMENT BENEFITS

SECTION 1. Complete details concerning the provisions of the University's retirement plan applicable to this bargaining unit are outlined in a brochure which may be obtained from the Staff Benefits division of the Office of the Assistant Vice President for Personnel and Employee Relations. The plan shall be available to members of the bargaining unit upon employment and participation will be compulsory at age thirty-five (35).

SECTION 2. The Employer shall include members of the bargaining unit in a Long Term Disability Plan to become effective during the term of the contract.

ARTICLE XXVI

UNIFORMS

SECTION 1. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.

SECTION 2. Detectives shall be allowed no more than two hundred and fifty (\$250.00) dollars per year to purchase clothing that is to be used in performance of their duties.

ARTICLE XXVII

AUTOMOBILES AND EQUIPMENT

SECTION 1. In the procurement of motor vehicles for patrol purposes the Employer shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.

ARTICLE XXVIII

LIABILITY INSURANCE

SECTION 1. The employer shall furnish liability if practicable, to and including those standard limits customarily secured for other agencies similarly situated, protecting the employees from any and all liability that arises out of and in the course of their employment. Said insurance coverage shall include but not be limited to intentional torts and acts of negligence of the employee performed during his course of duty, and shall further provide that said employee, if sued, shall be provided with an adequate defense, and if any judgment is rendered against him it shall be satisfied to the extent of the insurance coverage.

SECTION 2. Should the employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to have become a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

ARTICLE XXIX

WAGES

SECTION 1. Effective July 1, 1972, the effective date of this Article, the base salary for each classification will be as follows:

	<u>Effective July 1, 1972</u>		<u>Effective July 1, 1973</u>	
	<u>PSO</u>	<u>Cpl.</u>	<u>PSO</u>	<u>Cpl.</u>
V	\$ 9,672	\$10,192	\$10,000	\$10,800
IV	10,504	11,024	11,000	11,685
III	11,024	11,752	11,500	12,460
II	11,544	12,376	12,000	13,120
I	11,960	12,896	13,000	14,000

SECTION 2. A member of the bargaining unit who has completed his third year of college (130 MSU credits or equivalent education at some other college or university that would be accepted as 130 credits at MSU) shall receive a 5% increment over his base salary per year as shown in Section 1 above.

SECTION 3. A member of the bargaining unit who has completed his undergraduate college work and has been awarded a bachelor's degree from a recognized college or university shall receive a 10% increment over his base salary per year as shown in Section 1 above.

ARTICLE XXX

SAVINGS CLAUSE

SECTION 1. If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Lodge at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE XXXI

TERMS OF THIS AGREEMENT


SECTION 1. Ratification. The Employer's Negotiating Committee shall submit to, and shall recommend that the Board of Trustees ratify this Agreement only after the Lodge submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the Employer's Director of Labor Relations receives from the Lodge, written notification thereof.

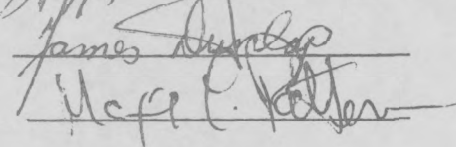
SECTION 2. Effective and Termination Dates. This Agreement shall become effective, subject to the ratification process explained in Section 1 of this Article, on the 1st day of July, 1972, and it shall continue in full force and effect until 11:59 p.m., on the 30th day of June, 1974, and for successive annual periods thereafter unless, not more than one hundred-eighty (180) days, but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS

23rd DAY OF August, 19 72

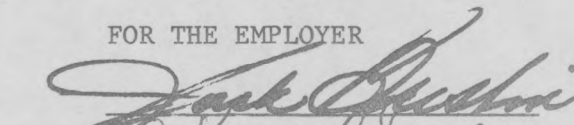
FOR THE LODGE

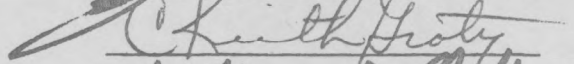


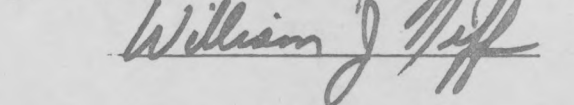
James Dunlop


Hope C. Walter

FOR THE EMPLOYER



Jack Bessoni


Keith Proby


William J. Tuff