

6-30-75

AGREEMENT

Between

WAYNE STATE UNIVERSITY

and

LOCAL #2646 (PUBLIC SAFETY OFFICERS), PUBLIC EMPLOYEES
COUNCIL #23, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

1973-1975

Wayne State Univ.

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Detroit, Mich. 48202*

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AGREEMENT

This Agreement is entered into as of the 23rd April
1974 between WAYNE STATE UNIVERSITY (hereinafter referred to
as the "EMPLOYER") and LOCAL #2646, PUBLIC EMPLOYEES COUNCIL NO. 23,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
(hereinafter referred to as the "UNION").

PURPOSE AND INTENT

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

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

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

I. RECOGNITION

Pursuant to and in conformity with the certification issued by the Michigan Employment Relations Commission, in case Number R73. C-103, the University agrees to recognize the Union (LOCAL #2646) as the sole collective bargaining agent for the purpose of collective bargaining with the University with respect to wages, hours, and other conditions of employment for the term of this Agreement of all regular Employees of the University included in the job classifications described below, except student assistants, supervisors, and all other Employees:

Public Safety Officer I

Public Safety Officer II

II. NON-DISCRIMINATION

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

III. MANAGEMENT RIGHTS

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

IV. 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 as a condition of employment pay to the Union a service fee equivalent to the amount of dues uniformly required of members of the Union.
- B. An Employee in the Bargaining Unit who shall tender 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 to tender their service fee equivalent to the amount of dues, on or before the 10th day after the 30th day following the beginning of their employment.
- 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 V, or from complying with any request for termination under this Article.

V. COLLECTION OF SERVICE FEE

- A. Payment by Check-off: Members of the Bargaining Unit 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 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 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 form reproduced below.
- 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 Form and inform the Employee of his responsibility 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.

VI. MANAGEMENT SECURITY

- A. The Union recognizes that strikes by public Employees are prohibited by Act 336, Public Acts of 1947, as amended by Act 379, Public Acts of 1965, and agrees that it will comply with said Act as well as all other laws affecting this Agreement.
- B. The parties to this Agreement mutually recognize that the services performed by Employees under this Agreement are essential to the health, safety, and welfare of the public. The Union, therefore, agrees there shall be no interruption of these services for any cause whatsoever by the Employees it represents, nor shall such Employees absent themselves from work, stop work, picket, or abstain in whole or part from the full, faithful, and proper professional performance of their assigned duties.
- C. The Union agrees that neither its officers nor its representatives will for any reason, directly or indirectly, call, sanction, or approve any strike, picketing, walkout, slow-down, sit-down, stay-away, boycott of a primary or secondary nature, or any other form of interference with the services and operation of the University.
- D. In the event that any member(s) of the bargaining unit engage in any of the above activities, the President of the Union or a representative thereof shall, upon request from the Director or his designee, immediately notify the involved member(s) of the illegal and/or inappropriate nature of the activity and direct them to cease the activity.
- E. The University reserves the right to take appropriate action where Union activities result in interference with any operation of the University up to and including discharge, subject to provisions governing disciplinary actions as contained in this Agreement.

VII. STEWARDS

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

VIII. TIME OFF FOR UNION OFFICERS AND DELEGATES

- A. Upon giving reasonable advance notice to the Employer, officers or representatives of the Local Union may be afforded time off without pay to assist in the executive affairs of the Union. However, the Employer need only grant such leave time when the Department of Public Safety operational schedule permits.
- B. Leave of absence (with pay, provided an Employee is currently in active pay status) may be granted if operational schedules permit, upon receiving at least one (1) month's prior written request, to one (1) Employee elected or selected by the Union to attend a Union conference or convention. Time allocations for said activity shall be limited to not more than five (5) days in any one (1) fiscal year.

IX. OUTSIDE EMPLOYMENT

- A. Members of this bargaining unit shall not engage in outside employment of any kind unless prior approval has been granted in writing by the Director of Public Safety.

- B. Applications for such approval must be submitted in writing to the Director and include the following: nature of proposed outside employment, name and address of outside Employer, hours per week and work schedule of such outside employment, length of anticipated period of such outside employment.

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

X. PROBATIONARY PERIOD

- A. All newly hired Employees must satisfactorily complete the Basic Police Training Program of the Detroit Police Department, 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. This time period may be extended on a month-to-month basis not to exceed an additional six (6) months by the Director of Public Safety. Periods of absence from work shall not be counted towards completion of the probationary period.
- C. There shall be no seniority among probationary Employees. Upon completion of the probationary period of the Employee, said Employee will acquire classification seniority from his 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.

XI. SENIORITY

- A. Seniority shall accrue to permanent full-time Employees and shall be based upon total continuous service in a classification represented by this Agreement. Approved leaves of absence without pay and layoffs shall not be cause for loss of seniority. Provided, however, such laid off Employees or Employees on leave without pay shall not accrue seniority during the actual period of layoff or leave.
- B. Each new Public Safety Officer, upon the completion of his probationary period, which shall not be less than one (1) year in duration, shall be placed on the seniority list and seniority shall accrue from the Employee's first day of employment in the classification.
- C. Seniority shall terminate if any Employee:
- 1) Quits or retires. Provided, however, that with respect to an Employee who quits, this provision shall not apply to whatever rights such Employee has heretofore enjoyed in connection with the Pension Plan upon reemployment.
 - 2) Is discharged for just cause, including, but not limited to, any violation of the Rules and Regulations of the Public Safety Department and the provisions of this Agreement.
 - 3) If he is absent for two (2) consecutive work days without notifying the University or having a justifiable reason for his absence.
 - 4) Gives a false reason to obtain a leave or if he fails to return to work upon termination of any leave of absence or vacation.
 - 5) If he is laid off for a period equal to his seniority at the time of layoff, or two (2) years, whichever is the lesser.

6) Separation upon settlement covering total disability or Workmen's Compensation.

7) Failure to return to work when recalled from layoff.

D. If an Employee serving in a non-represented capacity within the Department of Public Safety reverts to a former assignment within the bargaining unit, he shall have seniority rights reinstated on the basis of the seniority earned while serving in classifications represented by the Union.

E. Any Employee who is promoted or transferred out of the Department of Public Safety but continues as an Employee of the University shall retain his earned departmental seniority for a period equal to his seniority at the time of the promotion or transfer or three (3) years, whichever is the less, in the event he is returned by the University to the Department of Public Safety. This shall apply to future promotions or transfers.

XII. WORK SCHEDULE AND OVERTIME

A. Normal Work Schedule

The normal work schedule shall consist of five (5) seven and one-half ($7\frac{1}{2}$) hour days per week, not including roll call and meal breaks. The Union recognizes that the scheduling of work assignments is a necessary managerial function of the Director. However, it is also mutually understood that such work scheduling must not be arbitrary and capricious and changes, insofar as practicable, are to be dictated by considerations of departmental manpower and campus need. The Employer will not require that an Employee deviate from his regularly assigned shift with the intent to avoid payment of overtime.

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.

B. Overtime

Any time authorized to be worked in excess of seven and one half ($7\frac{1}{2}$) regular pay hours a day or thirty-seven and a half ($37\frac{1}{2}$) regular pay hours a week shall be reported in half-hour units adjusted to the nearest half hour.

The Director, or his designee, will be the determining authority on the necessity for all overtime.

An Employee within this bargaining unit shall be compensated for any such authorized overtime at the rate of time and one-half. However, the Director or his designee, with the consent of the Employee, may grant compensatory time off at straight time in the same pay period or week in which it is earned. Time spent for briefing shall not be counted as hours worked in computing overtime hours.

C. Call Backs

In those situations where an Employee is called back and where he has not been notified in advance and the "call back" is not continuous with his regular work period, the Employee shall receive not less than three (3) hours pay at the rate of time and one-half.

D. Court Time

All Employees required to make work connected court appearances during off-duty hours, and when such court time is not continuous with a regular work period, shall be compensated for a minimum of two (2) hours at a rate of time and one-half. Any witness fees and/or expenses paid to such Employees must be turned over to the University together with Court Time Reports.

E. Four-Ten Schedule

Should the Director, or his designee, decide to implement a 4-10 schedule for certain units within the Department, such schedule will consist of 4 nine and a half hour days, not including meal breaks, or 8 days per pay period. Any time worked over 9½ hours per shift, or 37½ hours per week, will be considered as overtime. Authorized absence with pay shall be charged on a proportionate basis.

F. Stand-by Duty

In those situations when an Employee is ordered by the Director of Public Safety, or his designee, to remain at a telephone number known to his supervisor and be prepared to report to duty upon telephone notification, said Employee shall be considered on official Stand-by Duty.

Compensation for such official Stand-by Duty will be made at the rate of one-quarter (¼) of the Employee's normal hourly rate of pay reported in units of one-half (½) hour adjusted to the nearest one-half (½) hour, and shall not be counted as part of the standard work week.

Stand-by Duty, for the purposes of this section, shall be only that period of time specifically ordered with the express approval of the Director of Public Safety, or his designee.

- G. 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.

XIII. HOLIDAYS

- A. The holidays consisting of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day following Thanksgiving Day, Christmas Day and two (2) other days designated by the Employer, shall be observed as official University paid holidays.
- B. When one of the official holidays falls on a Saturday or Sunday, another day shall be designated as the holiday.
- C. If an Employee is not paid for the day before or the day after a holiday, he shall receive no pay for the holiday.
- D. In addition to regular pay for time worked on a holiday, members of the Bargaining Unit shall receive premium compensation at time and a half for the holiday. At the discretion of the Director, or his designee, and with the consent of the Employee, such premium compensation shall be in the form of an additional day off in lieu of the holiday during the same work week or pay period.
- E. Employees whose scheduled day off falls on a holiday shall receive, in addition to his regular pay, premium compensation at time and a half for the holiday. At the discretion of the Director, or his designee, and with the consent of the Employee, such premium compensation shall be in the form of an additional day off in lieu of the holiday during the same work week or pay period.

XIV. VACATION

I. (Prior to July, 1974)

- A. Vacation time off shall be scheduled with the appropriate supervisory officer, and shall be in accordance with the operational needs of the Department of Public Safety.
- B. Employees shall take vacation in blocks of five (5) days or more with the option of taking up to seven (7) days during the calendar year at the rate of less than five (5) days at a time subject to conditions in Step 1.
- C. Vacation accumulated as of January 1, should not exceed the Employee's annual vacation allowance.
- D. When there is good reason, changes relative to Step 2 and 3 may be made with written permission of the Administrative Head of the unit. A copy of this written permission shall be forwarded to the University Personnel Office.
- E. In no case shall accrued vacation time extend beyond the sum of twice the Employee's annual vacation allowance.
- F. The Vacation Table listed below shall apply to all Employees represented by the collective bargaining group. It is exclusive of "paid holidays" or any special days off with pay designated by the President.

| <u>Length of Service</u> | <u>Annual Vacation</u> | <u>Maximum Accrual</u> |
|--------------------------|------------------------|------------------------|
| 0 thru 4 years | 12 days | 24 days |
| 5 thru 10 years | 15 days | 30 days |
| 11 thru 15 years | 20 days | 40 days |
| 16 or more years | 23 days | 46 days |

- G. For new Employees, six days shall be credited at the end of six months, none prior thereto. Vacation may be taken in accordance with Step 1. Additional days accrue according to the above Table.

H. Employees who leave the University after six (6) months of continuous service shall be paid for unused vacation days at the time of termination.

II. (Effective the first full pay period after July 1, 1974).

- A. Effective the first full pay period after July 1, 1974, the full-time members of this collective Bargaining Unit shall earn vacation at the rate of twenty-two (22) working days per year with accumulations approved by the Director of Public Safety up to a maximum of forty-four (44) days. Eligibility for such vacation allowance shall be dependent upon completion of a minimum of six (6) months of continuous full-time service in the Bargaining Unit.
- B. Vacation time off must be scheduled with the appropriate departmental command officers and shall be granted in accordance with the operational needs of the Department of Public Safety. If necessary, the Director of Public Safety is empowered to enforce obligatory scheduling of vacation time.
- C. Members of the Bargaining Unit who leave the University after six (6) months of continuous full-time service shall be paid for unused vacation days at the time of their termination of employment.

XV. 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.

XVI. UNIFORMS/UNIFORM BOARD

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

XVII. PERSONAL CLOTHING ALLOWANCE

Effective the first full month after ratification of this contract, 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 \$25.00 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. 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 SLAC type assignment, are not eligible for clothing allowance.

XVIII. CLEANING ALLOWANCE

Effective the first full month after ratification of this contract, Employees of the Bargaining Unit shall receive a cleaning allowance as follows:

| | |
|-------------------|-------------------|
| Uniform Personnel | \$19.00 per month |
| All Others | 10.00 per month |

To be eligible for a cleaning allowance, the Employee must have worked 10 days within the month and the amount shall be based upon the assignment on the last day of the month. 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.

XIX. PERSONNEL FILE

Personnel File: The University will continue to honor requests from Employees to examine and discuss the contents of their personnel files with a personnel representative in the Personnel Office.

It is recognized that these files do contain such matters as answers to reference checks, and other reports made at the time of their application for employment which have been solicited with the Employee's consent and have been received from reference sources in confidence. The University will respect that confidence and will not disclose such information even to the Employee involved.

XX. BULLETIN BOARD

- A. The Union shall be provided with a bulletin board, located in an easily accessible area of the Departmental Headquarters, for its exclusive use for the posting of notices pertaining to the conduct of Union affairs of the following types:
- 1) Notices of Union recreation and social events
 - 2) Notices of Union elections
 - 3) Notices of results of Union elections
 - 4) Notices of Union meetings
 - 5) Notices of position openings
 - 6) Information of professional interest to the Union
- B. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin board, the President of the Association will be advised by the Director of Public Safety or his designee of the nature of the dispute and the notices or bulletins in question will be removed from the board until the dispute is resolved.

XXI. EDUCATIONAL BENEFIT

- A. The Tuition Refund Program provides a tuition refund of up to four (4) credit hours each quarter. The refund applies to tuition only; incidental fees which may be charged are borne by the Employee.
- B. Refunds shall be granted for courses elected in any School or College at Wayne State University. Tuition for noncredit courses offered by Wayne State University through the Adult Education Center or the Applied Management and Technology Center shall be refundable only if the Personnel Director has given prior designation of the course as "job related."
- C. To be eligible for a refund:
- 1) The staff member must be a full-time Employee for not less than three (3) months prior to the first day of classes of the quarter for which he plans to register.

Former Wayne State University students who are regular full-time Employees and were enrolled in an undergraduate program for no less than twelve (12) hours, or a graduate program for no less than eight (8) hours in the quarter preceding their employment shall have the three (3) month waiting period waived. Previous regular employment of six (6) months or more will constitute eligibility.

- 2) College admission requirements must be met.
- 3) Total credit hours taken in a given quarter shall not exceed eight (8) hours. Exception to this regulation shall be made only upon prior written approval of (1) the Dean or Director of the unit where the staff member is employed and (2) the Dean of the College in which he is enrolled as a student, or their designated representative.

4. A satisfactory grade, or "certification of satisfactory completion" must be achieved.
 - a. For the purpose of establishing eligibility for refund, undergraduate grades of A, B, C, D, and graduate grades of A, B, C, shall be considered satisfactory grades.
 - b. Marks of "Incomplete" must be resolved into satisfactory grades within six (6) months following termination of the quarter in which the course was elected.

XXII. LEAVE OF ABSENCE TO ACCEPT ELECTIVE OR APPOINTIVE STATE OR NATIONAL UNION OFFICE

- A. Should a Public Safety Officer be elected, or appointed, to a State or National Union Office a leave of absence without pay may be granted for a period not to exceed one (1) year providing the Director of Public Safety can agree (in writing) to hold the Employee's position "open."
- B. To resume University service the Employee must provide written notification of his intent to return, on or before his leave termination date, at least thirty (30) days in advance of the date of his intended return. The Employee will return with the same continuing service status as in effect at the time of the granting of leave. Salary will be increased by any general adjustments granted to the classification during the leave period and fringe benefits shall be those in effect at the time of the Employee's return.

XXIII. LEAVES OF ABSENCE

A. Military

1) Short Term

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

2) Extended Service

- a. Upon application, a military leave of absence (without pay) will be granted to Employees who are employed in other than temporary positions. This applies to Employees who are inducted through Selective Service or voluntary enlistment, or if the Employee is called through membership in the National Guard or reserve component into the Armed Forces of the United States. A position "other than temporary" is one that at the time of hire was expected to be continuous for an indefinite term and was not limited to a specific, brief, and nonrecurrent period.
- b. Reinstatement and rights after reinstatement are governed by applicable Federal laws.

B. Personal

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

C. Illness

- 1) If after exhausting the sick and vacation banks, an Employee is unable for health reasons to return to work, the Employee shall have the right to leave without pay for the period of disability, but not to exceed one year provided:
 - a. The Employee has acquired seniority under the terms of this Agreement and has been a regular full-time Employee less than five years (at five years, Disability Income Program is available).
 - b. The Employee submits a Physician's statement to the Director of the University Health Service certifying his condition and estimated length of time off needed.
- 2) If any illness or injury arises out of or in the course of his employment, an Employee shall remain on illness leave for the extent of his absence, unless he redeems his compensation rights.
- 3) In the event that the condition of an Employee's health or physical condition has been altered as a result of his absence, an effort will be made to find a position commensurate with his physical capacity.

XXIV. LAYOFF AND RECALL

A. When there is an indefinite reduction of the working forces, the following procedure shall govern in making layoffs:

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

B. Recalls from layoff shall be by order of seniority provided the Employee is able and qualified to perform the work required.

- 1) Employees on the seniority list when recalled to work shall be given at least five (5) working days advance notice in which to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Union.
- 2) If any Employee fails to report within five (5) working days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.
- 3) In instances in which Employees cannot return to work within the required time limit, the next Employee in point of service may be called and may be permitted to work until the senior Employee returns.

- C. When Employees are called to work or laid off, the Union shall be given the names and order of calling or laying off.
- D. Employees shall notify the University (Public Safety Department and University Personnel Office) of their proper post office address or change of address, and they shall be given a receipt from the University that such notice has been given. The University shall be entitled to rely upon the address shown upon its records for all purposes.
- E. A current seniority list will be maintained by the Employer. A copy of the seniority list will be furnished to the Local Union Committee.
- F. Nothing herein shall prevent the Union and the University from negotiating reduced work schedules to curtail layoffs.

XXV. GENERAL PROVISIONS

The Employer shall notify the Union as far in advance as possible of lay-off of existing Employees.

Laid off Employees shall be given referral priority in a comparable position and salary elsewhere in the University for a period not to exceed six (6) months after lay-off.

XXVI. DISCIPLINE, SUSPENSION/DISCHARGE

The supervisory staff of the Department of Public Safety is expected to use good judgment in the enforcement of the following regulations including reprimanding or disciplining any Employee:

- A. If a member of the supervisory staff has reason to discipline or reprimand an Employee, it shall be done in a manner intended to avoid embarrassment of an Employee before other Employees or the public.
- B. The Employer agrees, upon the suspension or discharge of an Employee, subject to the concurrence of the Employee, to promptly notify the Steward or other authorized representative of the Union of the suspension or discharge and the Employee will be allowed to discuss his discipline with the Steward before he is required to leave the property of the University.
- C. Should an Employee who is demoted, suspended, or discharged consider the demotion, suspension or discharge to be improper, a grievance must be presented in writing through the Local President, or his designated representative, to Step 4 of the Grievance Procedure within seventy-two (72) hours of the University's action.
- D. Any just cause or combination of just causes for which an individual Employee is determined to be guilty may result in discipline, up to and including dismissal.
- E. If it is subsequently determined that a suspension or discharge was unwarranted, the Employee shall be reinstated with back pay, without loss of seniority, and no record of the action shall be retained in the Employee's personnel file.

XXVII. PHYSICAL EXAMINATIONS

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

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

*For absence as stated in Points B-1, B-2, B-3, a physician's report on illness of Employee shall be completed by the individual's physician before a return-to-work physical examination can be scheduled.

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

XXVIII. ILLNESS BANK

I. (Prior to July, 1974)

A. An illness bank, specifically set up to provide income for an Employee during periods of excused absence for personal illness and/or the special needs listed below, shall accrue at the rate of seventeen (17) days per year upon completion of each month's service up to a maximum of 200 sick days.

- 1) Death of a member of the immediate family* (up to five (5) consecutive working days).
- 2) Quarantine required as a result of exposure to a communicable disease.
- 3) Emergency care of a member of the immediate family* (up to two (2) consecutive working days).
- 4) Attendance at the funeral of a person not in the immediate family (up to one (1) working day).
- 5) An emergency medical or dental appointment.
- 6) 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.).

*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, determination will be made by the Personnel Director.

- B. Absence due to personal illness may require verification by medical authority including one designated by the University Personnel Office, if so requested by the Director of Public Safety.
- C. The Employer agrees to pay all Employees one-half ($\frac{1}{2}$) of their accumulated unused sick leave in cash upon retirement or death 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 ($\frac{1}{4}$) of his accumulated sick leave up to a maximum pay for fifteen (15) days providing that the Employee has given the Employer two (2) week's notice of intent to separate.

II. (Effective first full pay period after July 1, 1974)

- A. An Illness Bank shall be set up and accumulate as follows:
 - 1) Illness days shall accrue at the rate of .85 for each full pay period without loss of pay.
 - 2) The Illness Bank shall accrue to a maximum of 132 days.
- B. In addition to excused absence for personal illness, the Illness Bank may be used for the special needs listed below:
 - 1) Death of a member of the immediate family* (up to five (5) consecutive working days).
 - 2) Quarantine required as a result of exposure to a communicable disease.
 - 3) Emergency care of a member of the immediate family* (up to two (2) consecutive working days).
 - 4) Attendance at the funeral of a person not in the immediate family (up to one (1) working day).
 - 5) An emergency medical or dental appointment.
 - 6) 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.).

*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, determination will be made by the Personnel Director.

- C. Absence due to personal illness may require verification by medical authority including one designated by the University Personnel Office, if so requested by the Director of Public Safety.
- D. The Employer agrees to pay all Employees one-half ($\frac{1}{2}$) of their accumulated unused sick leave in cash upon retirement (under a University plan) or death 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 ($\frac{1}{4}$) of his accumulated sick leave up to a maximum pay for fifteen (15) days providing that the Employee has given the Employer two (2) weeks' notice of intent to separate.

XXIX. PREGNANCY AND RELATED ILLNESS

- A. How long the Employee will continue to work and the establishment of last day of work will be determined in accordance with the following procedure:
- 1) The Employee shall notify her Administrative Head, as soon as possible, when pregnancy is confirmed by her physician.
 - 2) The Employee shall be responsible for the submission of a brief written report from her attending physician to the University Personnel Office (preferably no later than the end of the fourth month of pregnancy) which will provide confirmation of pregnancy, evaluation of the Employee's general condition, anticipated date of delivery, and specific recommendations regarding the period of on-the-job continuance.
 - 3) The Employee shall be responsible for the submission of brief written reports from her attending physician of any significant changes of physical condition, job capacity limitations, and any alteration of previous recommendations.
- B. A pregnant Employee (except in accordance in C below) is expected to remain on the job until such time as her physician and the University Health Service agree that she is no longer physically able to continue in the employment of the University.
- 1) Upon certification by the Employee's physician and the University Health Service that the Employee is no longer able to continue employment at the University, the Employee may use accumulated sick days for the balance of the pre-delivery and post-delivery period.

- 2) Any pregnancy related illness or disability which continues for two (2) weeks beyond date of delivery must be verified by the Employee's physician to the satisfaction of the University Health Service.
 - 3) Upon exhaustion of paid sick time an Illness Leave of Absence without pay is available for the Employee in accordance with the University's illness leave program.
- C. A pregnant Employee who does not wish to work prior to delivery, but who is not ill, may request a Personal Leave of Absence under the same terms as such leaves are available to other Employees. No sick days may be used following commencement of such leave of absence.

XXX. INCOME DISABILITY PROGRAM

I. (Prior to July, 1974)

- A. Eligibility requirement for participation in the short-term and long-term Income Disability programs shall be a minimum of five (5) years of regular full-time service with the University, and less than 64½ years of age at the time the disability commences.
- B. Employees shall be entitled to full pay during periods of disability for the number of days accrued in their Absence-With-Pay and Vacation Banks. Any unused vacation remaining through the end of the sixth month of continuous disability will be paid to the Employee in full. For the number of unused days remaining in the Absence-With-Pay Bank through the end of the sixth month of continuous disability, the Employee will be paid the difference between his/her full time salary and the amount paid by the insurance carrier (TIAA).
- C. Short-Term Disability
- 1) Upon exhaustion of the Absence-With-Pay and Vacation Banks in less than six (6) months, the Employee shall be paid 50% of his base salary in effect at the time of disability (not to exceed \$500 per month) provided sufficient medical verification is available to indicate the Employee may qualify for Long-Term Disability benefits. These payments will continue through the last day of the sixth month of continuous absence.
 - 2) Short-Term Disability benefits may not exceed six (6) months in any twelve (12) month period.
 - 3) There will be no change in the Major Medical and Life Insurance premium deductions.
 - 4) If the Employee is in the University Retirement Plan, deductions and contributions shall continue based on the Short-Term Disability salary.

D. Long-Term Disability

- 1) If the disability continues and the long-term income disability insurance carrier (TIAA) approves the disability claim, long-term income disability benefits will be paid starting the first of the month following six months of continuous disability. The benefits will be paid as long as the disability continues or until the affected individual retires, but in any case not beyond age 65.
- 2) The individual shall receive a monthly income benefit which, including any disability benefits from social security and/or workmen's compensation, is equal to 60% of the person's basic salary up to \$1,000 per month, plus 40% of any basic salary in excess of \$1,000 per month, but not to exceed a benefit of \$1,500 monthly.
- 3) The monthly income benefit shall never be less than \$50.
- 4) The University will continue the basic life insurance coverage. Medical and supplementary Life Insurance premiums will be paid by the Employee at group rates if the Employee wishes to retain his insurance protection.
- 5) If the Employee is in the University (TIAA) Retirement Plan, the TIAA will pay the annuity premium in accordance with the provisions of the Plan. The premiums will be based on the individual's basic monthly salary at the time disability begins, and shall not exceed 15% of the said monthly salary.

INCOME DISABILITY PROGRAM

II. (Effective the first full pay period after July 1, 1974)

- A. The University, at no cost to the Employee, provides a program of disability income insurance.
- B. Participation begins after the Employee has completed three (3) years of regular full-time employment at Wayne State University.
- C. If the insurance carrier approves the disability claim, income disability benefits will be paid starting the first of the month following six months of continuous disability. The benefits will be paid as long as the disability continues or until the affected individual retires, but in any case not beyond age 65.
- D. Benefits under Income Disability are as follows:
 - 1) The individual shall receive a monthly income benefit which, including any disability benefits from social security and/or workmen's compensation, is equal to 60% of the person's basic salary up to \$1,000 per month, plus 40% of any basic salary in excess of \$1,000 per month, but not to exceed a benefit of \$1,500 monthly.
 - 2) The monthly income benefit shall never be less than \$50.
 - 3) The University will continue the basic life insurance coverage. Medical and supplementary Life Insurance premiums will be paid by the Employee at group rates if the Employee wishes to retain his insurance protection.
 - 4) If the Employee is in the University (TIAA) Retirement Plan, the TIAA will pay the annuity premium in accordance with the provisions of the Plan. The premiums will be based on the individual's basic monthly salary at the time disability begins, and shall not exceed 15% of the said monthly salary.

XXXI. HOSPITAL INSURANCE

- A. Hospitalization insurance is available to Employees through contracts and agreements executed by the Employer with Massachusetts Mutual Life Insurance Company and Metro Health Plan (CHA). An Employee may maintain coverage under either one of the plans, but not both. The University shall provide a subsidy of payment of full cost for the Employee's insurance and at least one-half ($\frac{1}{2}$) of the cost of insurance for his dependents based upon the cost of Massachusetts Mutual major medical Insurance rates.
- B. An Employee wishing coverage under one of the plans must file application within the first month of employment. In the event the Employee fails to apply within the first month, he will be required to submit evidence of insurability if coverage is requested under the Massachusetts Mutual plan, or wait until the next enrollment period for coverage under the Metro Health Plan (CHA).
- C. The deductible amount under the major medical insurance program will be Fifty (\$50.00) Dollars for individuals, with the maximum deductible for family coverage, One Hundred (\$100.00) Dollars.
- D. The University may unilaterally cancel Metro Health Plan (CHA) coverage providing it accords Employees with conversion privileges to Massachusetts Mutual coverage.

XXXII. LIFE INSURANCE

A. Group term non-contributory life insurance will be \$5,000.00 for all full-time Employees covered by this Agreement. Additional amounts of supplemental life insurance may be purchased at subsidized rates by election of Option #2 or #3 below. A modified subsidized rate structure for the purchase of supplemental life insurance will be effective after October 1, 1968.

Option #1 \$5,000 non-contributory insurance only.

Option #2 \$5,000 non-contributory insurance plus
supplemental insurance equal to one times
annual salary.

Option #3 \$5,000 non-contributory insurance plus
supplemental insurance equal to two times
annual salary.

B. An Employee who participated in the Wayne State University TIAA retirement program for five (5) years and retires after age 60 shall qualify for the retirement life insurance policy in force (currently \$2,500) when Employee retires, fully paid by the University.

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

XXXIII. RETIREMENT

- A. An Employee who has been employed for two full years by the Employer and is 30 years of age shall be eligible for voluntary participation in the retirement program established with Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA/CREF).
- B. The Employee shall contribute Five (5%) percent of his regular salary and the Employer shall contribute Ten (10%) percent of his regular salary beginning with date of employment after July 1, 1966 to an account in the Employee's name established with TIAA/CREF.
- C. The Employee may also deposit additional money with TIAA/CREF.
- D. Upon termination of employment prior to retirement, an Employee having less than five (5) years of contribution to TIAA/CREF, or who has less than \$2,000.00 on deposit, is entitled to a full refund of the Employee's contribution.

XXXIV. SPECIAL CONFERENCES

- A. Special conferences for important matters other than grievances subject to consideration under the Grievance Procedure, will be arranged between the Local President of the Union and the Executive Director of Employment Relations or his designated representative upon request of either party. Such meetings shall be between representatives of the University and representatives of the Union not to exceed four (4). Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.
- B. Agreements may be reduced to writing at the request of either party. It is understood that any matters discussed, or any action taken pursuant to such conferences, shall in no way change or alter any of the provisions of the collective bargaining Agreement, or the rights of either the University or the Union under the terms of the Agreement.

XXXV. LONGEVITY

- A. All regular full-time Employees covered by this Agreement in the active pay status of the Employer as of October 1 of any year (beginning October 1, 1973) shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following paragraphs and schedule of payment.
- B. Longevity pay shall be computed as a percentage of Form W-2, Gross Earnings, for the calendar year preceding the year of payment in accordance with the following schedule of payment:

| <u>Continuous Service</u> | <u>Percentage of Form W-2 Gross Earnings not to Exceed \$7,000.00</u> |
|-----------------------------------|---|
| 6 or more and less than 10 years | 2% |
| 10 or more and less than 14 years | 3% |
| 14 or more and less than 18 years | 4% |
| 18 or more and less than 22 years | 5% |
| 22 or more and less than 26 years | 6% |
| 26 or more years | 8% |

- C. Following completion of six (6) years of continuous full-time active pay status by October 1 of any year and in subsequent years of such service, each Employee shall receive annual longevity payments as provided in the schedule.
- D. To be eligible for longevity payment subsequent to the first payment, an Employee must have completed continuous full-time active pay status equal to the service required by original eligibility plus a minimum of one additional year of such continuous full-time active pay status for each payment.
- E. Payment to Employees who become eligible by October 1 of any year shall be paid no later than December 20, in each year.

F. For purposes of this section, continuous service means service calculated from the Employee's hiring date as a regular full-time University Employee in active pay status either in or out of this Bargaining Unit.

Continuous service shall be broken by:

- a) Quitting
- b) Discharge for cause
- c) Termination due to a reduction of Employees
- d) Removal from active pay status
- e) Less than full-time employment
- f) Retirement

G. Employees absent from work due to layoff, physical disability, or authorized sick leave, or leave of absence, for a period of more than one (1) month shall not be credited with, or continue to accumulate, continuous service for any period thereafter until they are returned to active pay status. When an Employee returns to active pay status he will begin to accumulate continuous service credit based upon, and added to, his previous service accumulation. For the purpose of this Agreement, Employees utilizing their sick leave bank, or vacation bank, shall be considered to be on active pay status.

H. No longevity payment as shown in the schedule shall be made for that portion of an Employee's Form W-2 for the preceding calendar year which is in excess of \$7,000.

I. The first payment under this program schedule to eligible Employees shall be due in December, 1973, and shall be based on the Employee's 1972 Form W-2.

J. Effective October 1, 1973, pro-rated payments shall be made to those Employees who retire under the University retirement plan prior to October, 1974, and to those who retire prior to October 1 of any year thereafter. In case of death, longevity payments shall be pro-rated and made, at the option of the University, either to the Employee's beneficiaries (dependents), or estate. Such pro-rated payments as indicated above shall be based on the number of calendar months of regular full-time active pay status service credited to an Employee from the preceding October 1 to the date of retirement, or death. For example, an Employee who retires, or dies, on December 1 would receive 2/12 of the longevity payment that he would have received if he had continued as a regular full-time University Employee in active pay status.

XXXVI. SALARIES

The schedule of salaries for Employees covered by this Agreement shall be in accordance with the following

| | <u>*Oct. 1, 1972</u> | <u>*Oct. 1, 1973</u> | <u>**July, 1974</u> |
|----------|----------------------|----------------------|---------------------|
| Starting | \$10,687 | \$11,687 | \$12,388 |
| 1st Year | 11,563 | 12,688 | 13,449 |
| 2nd Year | 12,438 | 13,688 | 14,509 |
| 3rd Year | 13,253 | 14,688 | 15,569 |
| 4th Year | 14,058 | 15,438 | 16,400 |

*Payable to members of the Bargaining Unit on active pay status at time of the signing of the Agreement.

**Effective the first full pay period after July 1, 1974.

XXXVII. GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition of Grievance

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

C. Informal Resolution

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

D. Timely Actions

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

A formal grievance must be submitted in writing within five (5) days of the occurrence of the condition(s) giving rise to the grievance, or within five (5) days of the date it is reasonable to assume that the Employee(s) should reasonably have become aware of the conditions giving rise to the grievance, whichever is later, in order for the matter to be considered a grievance under this Agreement.

E. Grievance Process

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

Step 1.

Any Employee with an alleged grievance, or a designated member of a group having such a grievance, after first having notified his immediate Management Supervisor of his grievance, may at his option discuss the matter directly and informally with his immediate Management Supervisor or request that his Steward be called for the purpose of attempting to resolve the matter.

Step 2.

In the event the aggrieved Employee does not receive a satisfactory resolution of the matter within two (2) days of his informal presentation, the Steward and the grievant may reduce the alleged grievance to writing on forms supplied by the Employer, and, formally, within two (2) days resubmit same to the Employee's immediate Management Supervisor. Such formal grievance shall state the date(s), nature and facts of the alleged grievance, the contract provision(s) alleged to have been violated, and the adjustment sought. The Employee's immediate Management Supervisor shall give his written disposition on the grievance to the Union within two (2) days of receipt of the formal written presentation.

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

Step 3.

An appeal of a grievance from Step 2 to Step 3 shall be submitted in writing by the Union to the Director of Public Safety, or his designated representative, who shall call a meeting within five (5) days of receipt of the appeal. The Director of Public Safety and Director of Personnel and/or their designated representatives, (not to exceed three (3) in total number) shall meet with the Union's representatives (not to exceed three (3) in total number, including the grievant).

The Director of Public Safety and/or Director of Personnel shall forward a written disposition to the Union within three (3) days following the meeting. Any grievance not appealed from Step 3 to Step 4 within three (3) days of such disposition shall be considered settled and not subject to further review.

Step 4.

An appeal of a grievance from Step 3 to Step 4 shall be submitted in writing by the Union to the Executive Vice President, or his designated representative, who shall call a meeting within ten (10) days and give a written disposition to the Union within five (5) days following the meeting.

In the event a satisfactory settlement of the grievance is not reached following the disposition of the Executive Vice President, or his designate, the Union may, within thirty (30) calendar days after receipt of the disposition request arbitration by simultaneous written notice to the Employer and the American Arbitration Association.

F. Arbitration

Any unresolved grievance which has been fully processed through the last Step of the Grievance Procedure may be submitted to arbitration in strict accordance with the following:

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

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

- 2) The jurisdictional authority of the Arbitrator is defined and limited to the determination of any grievance which involves a controversy concerning compliance with any provision of this Agreement and is submitted to him consistent with the provisions of this Agreement.
- 3) The Arbitrator shall have no power to add to, or subtract from, or modify any of the terms of the Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.
- 4) The decision of the Arbitrator shall be final and binding on the parties, and the Arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument.

- 5) Expenses for the Arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses.

G. Miscellaneous

- 1) In the event the Union wishes to submit a grievance on its own initiative, on behalf of all its members, it shall reduce the grievance to writing and submit it to the Director of Public Safety and the grievance procedure will then be operative from that Step.
- 2) Nothing in this Agreement shall limit the right of the Employer to temporarily fill any position pending the resolution of a grievance or to exercise any other right of management.
- 3) By mutual written agreement, extension of time limits may be granted.
- 4) When references are made to days, only "week days" (Monday-Friday) are intended.
- 5) Time Limits:
 - a) Any grievance not presented for disposition through the grievance procedure within five (5) days of its occurrence, or within five (5) days of the date it is reasonable to assume that the Employee became aware of it shall not thereafter be considered a grievance under this Agreement.
 - b) Any grievance not answered by the Employer within the specified time limits may be submitted to the next Step of the grievance procedure.

- c) If the Union provides notice to the Employer of its intent to take a grievance to arbitration but fails to make application to the American Arbitration Association, the matter shall not thereafter be considered a grievance under this Agreement.
 - d) The Union will provide the Employer with an up-to-date listing of designated Stewards.
6. Management Supervisor is defined as any supervisor above the rank of Sergeant.

XXXVIII. INVALIDITY

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

XXXIX. CHANGE AND TERMINATION

This Agreement shall remain in full force and effect until the 30th day of June, 1975, and thereafter shall be renewed from year to year unless any party hereto shall notify the other party, in writing, not more than 120 days and not less than 90 days prior to any anniversary date of this Agreement, of its desire to change in any way or to terminate the Agreement. Such written notice shall be sent by registered or certified mail to the other party. In the event such notice is given, the parties shall begin negotiations within 45 days of notice.

SIGNATORY TO AGREEMENT

LOCAL #2646 (PUBLIC SAFETY OFFICERS), PUBLIC EMPLOYEES COUNCIL #23,
AFSC&ME, AFL-CIO:

WAYNE STATE UNIVERSITY:

DATE: _____

4/23/74



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

October 29, 1973

EXECUTIVE DIRECTOR
OF EMPLOYMENT RELATIONS

Officer Leonard Corsetti, President
Public Safety Officers, Local #2646
76 W. Hancock
CAMPUS

SUBJECT: Indemnification of Governors, Officers, and University Employees

Dear Officer Corsetti:

In the course of our on-going contract negotiations, the Negotiating Team for the Public Safety Officers, Local #2646, AFSC&ME, AFL-CIO, have expressed concern about the amount and sufficiency of protection existent in the event a lawsuit is filed against one or more of their members.

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

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

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

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

Sincerely,

J. Don Marsh
Executive Director
of Employment Relations

cc: H. Draft
W. McDaniel
G. Morosan
T. Priemer
K. Smythe



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

March 11, 1974

EXECUTIVE DIRECTOR
OF EMPLOYMENT RELATIONS

Officer Leonard Corsetti, President
Public Safety Officers, Local #2646
76 W. Hancock
CAMPUS

REFERENCE: Educational Benefit Modification

Dear Officer Corsetti:

In recognition of the unique rotational work week/shift schedules to which Public Safety Officers are customarily subject, the University is agreeable to a modification of its regular employee tuition refund implementation policy (i.e., a maximum of sixteen (16) quarter hours of credit refund at the rate of four (4) quarter hours a term) in the following manner:

- a) Subject to the prior approval of the Director of the Public Safety Department a Public Safety Officer may be authorized to register for up to eight (8) credit hours in a given quarter with the assurance of registration fee reimbursement of eight (8) credit hours after successful completion at the rate of four (4) hours per quarter up to a maximum of sixteen (16) credit hours per academic year;
- b) Reimbursement under such a modification of the refund implementation policy (i.e., expanded registration up to eight (8) credit hours in a given quarter, with a continued maximum of sixteen (16) credit hours in an academic year) will be subject to the condition that the Public Safety Officer authorized to elect such a modified plan will be employed a full quarter beyond the quarter of course completion.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: W. McDaniel
G. Morosan
T. Priemer
K. Smythe

STATEMENT OF UNDERSTANDING

In order to complete the process of collective bargaining on the 1972-73, 1973-74, 1974-75 Agreement, it is mutually agreed that the issue of long guns will be set aside from the bargaining table in the interest of reaching ratification of an Agreement.

In doing so, however, it is mutually agreed that as soon as possible after such ratification of our collective bargaining Agreement, representatives of Local #2646 will be afforded an opportunity to make a full presentation of their position with respect to long guns to President George E. Gullen, Jr., and Executive Vice President Edward L. Cushman and any other University officers designated by the President.

Such presentation, it is hoped, will further insure full administrative understanding of the professional law enforcement officers' position with respect to long guns being adequately transmitted to the Wayne State University Board of Governors for their guidance in policy formulation.

Howard J. Deft
LOCAL #2646

J. Tom Marshall
WAYNE STATE UNIVERSITY

3 / 16 / 74
DATE



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

March 11, 1974

EXECUTIVE DIRECTOR
OF EMPLOYMENT RELATIONS

Officer Leonard Corsetti, President
Public Safety Officers, Local #2646
76 W. Hancock
CAMPUS.

REFERENCE: Article re: Leaves of Absence

Dear Officer Corsetti:

Effective the first full pay period after July 1, 1974, the University's present eligibility requirement reference in Section C-a will be changed from a minimum of five (5) years to three (3) years of regular full-time University employment.

Sincerely,

J. Don Marsh
Executive Director of
Employment Relations

cc: W. McDaniel
D. Eagloski
G. Morosan
T. Priemer
K. Smythe



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

April 5, 1974

EXECUTIVE DIRECTOR
OF EMPLOYMENT RELATIONS

Officer Leonard Corsetti, President
Public Safety Officers, Local #2646
76 W. Hancock
CAMPUS

REFERENCE: Privacy of Lockers

Dear Officer Corsetti:

Individual lockers shall be provided to members of the bargaining unit by the employer. Such lockers shall not be unlocked by the employer or his representative except in the presence of the individual employee if such employee is on-duty at the time of inspection. When such employee is off-duty, the unlocking and inspection of an employee's locker shall be witnessed by one other member of the bargaining unit.

At any time, upon discovery of an unlocked locker by the employer's representative, the employer's representative will request that the employee, if he/she is on duty, or one member of the bargaining unit if the employee is off-duty, shall witness the inspection and/or relocking of the individual's locker.

Members of the bargaining unit in an on-duty status shall be required to act as witnesses, as stated above, if requested to do so by the employer or his representative.

Sincerely,

Kenneth M. Smythe
Office of the University Attorney

cc: W. McDaniel
G. Morosan
T. Priemer
J. Don Marsh



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

April 5, 1974

EXECUTIVE DIRECTOR
OF EMPLOYMENT RELATIONS

Officer Leonard Corsetti, President
Public Safety Officers, Local #2646
76 W. Hancock
CAMPUS

Dear Officer Corsetti:

The University and the Union have discussed the subject of proper equipment for a number of meetings. Both parties have had ample opportunity to represent their views.

Essentially, the question of proper equipment must be left to the Director of Public Safety. Nonetheless, as a result of our discussions, a renewed awareness of the concerns of the bargaining unit members has arisen.

Therefore, within the constraints of budgetary restriction and sound department policy, the University will, after ratification of the contract, proceed to address itself to the issues raised during our negotiations.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth M. Smythe".

Kenneth M. Smythe
Office of the University Attorney

cc: W. McDaniel
G. Morosan
T. Priemer
J. Don Marsh



WAYNE STATE UNIVERSITY

DETROIT, MICHIGAN 48202

April 5, 1974

EXECUTIVE DIRECTOR
OF EMPLOYMENT RELATIONS

Officer Leonard Corsetti, President
Public Safety Officers, Local #2646
76 W. Hancock
CAMPUS

Dear Officer Corsetti:

It is recognized that to do the best possible job, patrol officers must be prepared. Briefings will be held at the discretion of the Director or his designee prior to the mounting of each shift. Officers will present themselves for briefing: 1) at the required time, 2) wearing the uniform required, 3) in possession of all required personal issue departmental equipment, and 4) with their appearance consistent with the requirements of their departmental duties.

Briefing will consist of information provided by the Shift Commander before mounting each shift. The employer will not require that an employee be present in the department building prior to fifteen (15) minutes prior to the mounting of his shift nor will the employer require the employee to have assimilated information or perform tasks which would require that the employee be present in the department building prior to briefing, with the exception of those requirements as stated above in sections 1, 2, 3, and 4. In addition, it shall be required that the employee check his department mailbox prior to reporting for briefing.

This agreement is subject to review and may be altered by agreement between the employer and the Bargaining Unit.

Sincerely

Kenneth M. Smythe
Office of the University Attorney

cc: W. McDaniel
G. Morosan
T. Priemer
J. Don Marsh