



POLICE CONTRACT

Between

**Saginaw Valley State University
and the University Police Officers/POAM**

2016-2019

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ARTICLE 1 PREAMBLE, PURPOSE AND INTENT

Preamble

This Agreement, made effective this 25th day of October, 2016 by and between Saginaw Valley State University, hereinafter referred to as the "University," and the University Police officers represented by the Police Officers Association of Michigan, hereinafter referred to as the "Union."

Purpose and Intent

The general purpose of this Agreement is to set forth terms with respect to rates of pay, hours of employment and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of Saginaw Valley State University in its capacity as the employer, its employees and the Union.

ARTICLE 2 WAIVER AND INTEGRATION CLAUSE

It is the intent of the parties that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. This does not limit the right of the Union or the University to establish rules, regulations and policies.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the employees, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 3 RECOGNITION CLAUSE

The University recognizes and acknowledges that the Union is the exclusive representative and collective bargaining representative in respect to rates of pay, hours of work and other conditions of employment during the term of the Agreement for those employees of the University in a bargaining unit consisting of all full-time and regular part time University police officers but excluding supervisors and the Chief of Police.

ARTICLE 4 EXTRA CONTRACT AGREEMENTS

The University agrees to not enter into any agreement with any other labor organization during the life of this Agreement or any agreement or contract with said employees, individually or collectively, which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject of collective bargaining. Any such agreement shall be null and void.

ARTICLE 5 SEVERABILITY

Should any part hereof or any provision herein contained be rendered or declared illegal by reason of existing or subsequently enacted legislation or by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof.

ARTICLE 6 UNION OFFICERS AND UNION REPRESENTATION

Section 1. Officers

The University recognizes the right of the Union to designate a Steward from the University's seniority list. The authority of the President and Vice President so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with the University or designated University representative provided that the investigation of a grievance does not interfere with the normal operations of the University.
2. The processing of routine communications between the University and the Union.

Section 2. Union Representation Time

The President or Vice President shall be permitted to investigate, present and process grievances on the University's property during non-working hours for the President, Vice President and any employees involved. Time spent on such grievances and in negotiation contracts will be unpaid time. However, the President or Vice President and any employee will be released from his/her duties without loss of time or pay when the University requests a meeting to be held during the work hours of those requested to attend such meeting. Additionally, if an employee is entitled to have Union representation and requests such representation at a meeting to be held during work hours at the request of the University, the President or Vice President may attend such meeting without loss of time or pay if both the President or Vice President are on-duty during that time. In no case will time spent in grievance investigation, presentation, processing, contract negotiation or meetings with the University be paid time if the President, Vice President or any other employee is not on-duty during such time.

ARTICLE 7 ACCESS

An accredited, non-employee representative of the Police Officers Association of Michigan shall be granted admission to designated areas of the Department after first presenting himself/herself to the Chief of Police or his/her designee. The Police Officers Association of Michigan agrees that any visit to the Department by its representative shall not interfere with the normal operations of the Department.

ARTICLE 8 MANAGEMENT RIGHTS

Except as this Agreement otherwise specifically and expressly provides, the University retains the sole and exclusive right to manage and operate the University in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; determine all matters pertaining to the services to be furnished and the methods; procedures, means, equipment, and machines required to provide such service; to establish classifications of work, standards of productivity and the number and qualifications of personnel required; to determine the nature and number of facilities and departments to be operated and their locations; to adopt, modify, change, or alter its budget; to combine, reorganize or eliminate any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to subcontract; to use volunteers and students; to maintain order and efficiency; to continue and maintain its operations; to study and use new methods and equipment, outside assistance, systems and technology to be adhered to and followed, and in all respects to carry out the lawful, ordinary, and customary functions of the University.

The University shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge, lay off and recall personnel; to establish rules and penalties for violations of such rules; to make judgments as to the ability and skill; to require training and educational programs; to determine workloads, including assignment of overtime; to establish and change work schedules, including attendance policies; to provide and assign relief personnel.

The Union hereby agrees that the University retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE 9 NO STRIKES OR LOCKOUTS

1. It is expressly agreed that during the term of this Agreement that neither the Union, their officers, agents or members shall encourage, authorize or condone any strike, walkout, slowdown, work-to-rule, refusal to cross a picket line or other work stoppage, slowdown, interruption or work-to rule for any cause.
2. Nor shall the Union or their officers, agents or members engage in any form of economic pressure through other means directed against the University, its directors, students, vendors, banks, managers or the products or services of the University. The parties specifically intend to include sympathy strikes, unfair labor practice strikes, informational picketing and/or the honoring of picket lines in the above-referenced prohibition.

3. In the event of an unauthorized slowdown, interruption, work-to-rule or work stoppage or any other prohibited conduct as referenced above, the Union agrees to make reasonable efforts to assist the University in its attempts to continue without interrupting the operation of its mission, business, properties and facilities.
4. Upon receipt of a proper written notice by telegram or registered mail from the University addressed to the Local Union President, the Union will send to the University within twenty-four (24) hours a written statement addressed to the employees and signed by the Local Union President. The statements will declare the strike (or any other prohibited conduct) to be unauthorized and will direct the employees to return to work and resume their proper duties. Such statements may be used by the University to distribute to its employees and/or to use in any way it deems appropriate. Further, union officials, including but not limited to, officers, stewards, committee-persons, grievance committee persons, etc. shall report to work and perform their properly assigned duties.
5. It is further understood that in the event that the Union does not meet its obligation to bring such conduct to an immediate halt and report to work as described above, the Union shall be liable for any and all damages incurred by the University, including actual attorney fees.
6. Violation of any of the provisions of this Article by any employee of the University shall be just cause for the immediate discharge of that employee. In the event that an employee is discharged, or otherwise disciplined, for taking part in a strike or any other interference with the operation or conduct of the University's business, the only questions subject to review through the grievance procedures of this Agreement shall be whether the employee participated in a strike or other interference with the University. During the term of this Agreement, there shall be no lockouts by the University.

ARTICLE 10 DISCIPLINARY GUIDELINES, DISCIPLINARY SANCTIONS AND HEARING PROCESS

A. DISCIPLINARY GUIDELINES

1. An officer can be disciplined for actions that constitute:
 - 1.1 Violation of a state, local or federal law. Officers do not need to be charged and/or convicted in a criminal court to be found responsible.
 - 1.2 Conduct unbecoming an officer.
 - 1.3 Incompetency.
 - 1.4 Failure to perform duties in an acceptable manner or inappropriate employee behavior.
 - 1.5 Violation of a rule of conduct, procedure or order.

2. For minor violations that would not merit suspension or termination, the Chief of University Police may administer a verbal or written reprimand.
 - 2.1 The Chief of University Police will not issue a reprimand without first allowing an officer an opportunity to personally explain his/her actions.
3. If the Chief of University Police determines that a suspension (with or without pay) or employment discharge of the employee is necessary, a written statement will be submitted to the employee, including the following, by way of illustration but not limitation:
 - 3.1 The particular rule(s) alleged to have been violated.
 - 3.2 The dates and places where the alleged acts or omissions occurred, if known.
 - 3.3 A statement of the alleged acts or omissions.
4. Records of disciplinary warnings, reprimands, actions or other such sanctions shall be placed in the employee's personnel file with a copy to the employee.

B. DISCIPLINARY SANCTIONS

1. **Verbal reprimand.** An employee may be given a verbal reprimand detailing the reasons for the action.
2. **Written warning.** An employee may be given a written warning along with the action that needs to be taken to correct the conditions that initiated the disciplinary action.
 - 2.1 The employee will sign a copy of the written warning indicating that it has been reviewed with the employee. Signing the form does not necessarily mean that the employee agrees with it.
3. **Suspension.** An employee may be suspended with or without pay. An officer suspended from work without pay, but not discharged, shall not accrue vacation, sick and personal time.
4. **Probation.** An employee who fails to improve performance following counseling or receipt of written reprimands or returning from a suspension may be placed on 180 days imposed probation.
 - 4.1 The notice of probation will be placed in the employee's personnel file as well as subsequent progress or evaluation reports.
 - 4.2 Employees who fail to improve their performance during the 180 days imposed probation will normally be discharged during or at the end of the probationary period.
5. **Discharge.** If it is necessary to discharge an employee, the following will be submitted to the employee:

- 5.1 The reason for disciplinary action, including a statement outlining chronologically the disciplinary action that led to discharge.
 - 5.2 The effective date of dismissal.
 - 5.3 The status of insurance and retirement benefits after dismissal, where appropriate.
6. It is within the University's discretion to determine what level, if any, of disciplinary action may be warranted in a given situation.

C. DISCIPLINARY HEARING PROCESS

1. A regular full-time employee who has (1) successfully passed his/her probationary period and (2) who is suspended from work without pay or who is discharged, is entitled to a disciplinary hearing upon his/her request in writing to the Chief of Police, if made within ten calendar days of the suspension or discharge. This disciplinary hearing and the appeal process is not available to a probationary employee.
2. A disciplinary hearing shall be held before the Chief of University Police.
3. The officer will be given an opportunity to explain his/her actions.
4. The officer will be allowed to have a Union representative in the room during the hearing to act as an observer at the officer's expense. The Chief of University Police will be allowed to have another University employee in the room during the hearing.
5. During the hearing, the officer will be required to answer all questions truthfully. The hearing will be recorded. The affected officer will be allowed to ask questions of the witness(es).
 - 5.1 Refusal to comply with an order to answer such questions truthfully is a violation of departmental rules, which may subject the officer to further discipline, up to and including dismissal.
 - 5.2 Any required self-incriminatory admission made during the hearing may be used only in subsequent administrative proceedings and shall not be used against the officer in subsequent criminal proceedings.
6. The Chief of University Police shall issue his/her decision in writing to uphold or overturn the suspension or discharge, to be provided to the affected officer.

ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE

Grievance Definition

For the purpose of this Agreement, a “grievance” shall mean a complaint filed by an employee or the Union covered by this Agreement concerning the application and interpretation of this Agreement as written. The Union shall be allowed to file a class action grievance on behalf of an employee or a group of employees covered by this Agreement.

Section 1. Grievance Procedure

All grievances shall be handled in the following manner:

Step 1. Verbal

An employee with a grievance shall, within five (5) business days of the employee having knowledge or reasonably should have had knowledge of the incident which gave rise to the grievance, discuss it with his or her immediate supervisor with the objective of resolving the matter informally. Any resolution of a grievance at this stage of the grievance process shall be made without creating a precedent for either the Union or the University. If requested by the employee, the employee’s Union representative shall be present.

Step 2. Written

If the grievance is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and the specific provisions of this Agreement which are alleged to have been violated, signed by the employee and a Union representative, or a Union representative only in the event of a class action grievance, and within five (5) business days following the verbal discussion, present to the Chief of University Police, or his designee, who shall place his written disposition and explanation thereupon and return it to the Union representative or alternate involved within five (5) business days.

Step 3. Submission of Grievance to Director of Human Resources

If the grievance is not satisfactorily resolved at Step 2, the Union may appeal by submitting the grievance to the University’s Director of Human Resources, or his/her designee, within ten (10) business days following receipt of the Chief of University Police’s written answer in Step 2. Within fifteen (15) business days after the grievance has been appealed, a meeting shall be held between representatives of the University and the Union. The University representatives shall be the Director of Human Resources and the Chief of University Police or their designees. The Union representatives shall be the grievant and one of the officers of the Union. Either party may have non-employee representatives present if desired. If the meeting cannot be held within the fifteen- (15) business day period, it shall mutually be scheduled for a date convenient to the parties without unreasonable delay. The University shall either place its written answer on the grievance form or in a memo within fifteen (15) business days after the meeting and return the grievance to the Union.

Step 4. Request for Mediation

In the event the grievance is not resolved in Step 3 above, then upon mutual consent of the parties, the Union or the University shall have fifteen (15) business days from receipt of the Step 3 answer to file a request for mediation. If the parties agree to mediate, either party may request mediation with the appropriate office of the State of Michigan, requesting that a mediator be assigned for the purpose of mediating the grievance. A copy of the request shall be sent to the other party. It is agreed by and between the parties that the recommendation of the mediator shall not be binding on either party or set any precedents. To be implemented, the recommendation of the mediator must represent a mutually acceptable resolution to both parties.

Step 5. Arbitration

If the grievance is not submitted for mediation, then the Union must file for arbitration with the American Arbitration Association (AAA), within twenty (20) business days after receipt of the University's Step 3 answer or after mediation concludes without resolution. Both parties shall have the right to alternately strike arbitrators until such time as an arbitrator can be agreed upon.

Section 2. Powers of the Arbitrator

1. The arbitrator shall have the authority and jurisdiction to determine the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question, but the arbitrator shall not have the power to change, alter, modify, add to or in any way disrupt the terms of the contract. The arbitrator shall have the power and jurisdiction to determine whether or not a grievance, dispute or complaint is arbitrable under the terms and conditions of this Agreement. In the event it is determined that such grievance, dispute or complaint is not arbitrable, the matter shall be referred back to the parties without recommendation.
2. The arbitrator shall conduct a hearing expeditiously and in a manner to obtain a clear understanding of the facts. The hearing shall be governed by the rules of the AAA. Witnesses shall be granted paid time for actual time spent providing testimony, and unpaid time as is reasonably necessary for purposes of preparation, travel and attendance at the hearing. Witnesses shall be encouraged to express themselves freely without fear of intimidation or reprisal.
3. The arbitrator shall submit a written report of the findings and recommendations to all interested parties. The arbitrator's findings and recommendations shall be binding on the parties.
4. The arbitrators' fees and travel expenses shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them.

Section 3. Grievance and Arbitration Rules

1. For the purposes of this Article, days are defined as Monday through Friday, excluding holidays and University closure days.

2. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the University's last disposition. Grievances which are considered settled shall be deemed not to be arbitrable, and no arbitrator shall have any power to review the grievance or issue any award. If the time procedure is not followed by the University, the grievance shall automatically advance to the next step, excluding arbitration. Time limits may be extended in the grievance procedure by mutual agreement of the parties in writing. Written grievances shall be signed by the grievant and either the Steward, and/or the Union Labor Representative unless the grievant is unable to sign the grievance because of extenuating circumstances.
3. Should either party not accept and abide by the procedure set forth in this Article or the decisions resulting therefrom, then in such instance, either party shall have the right of other legal recourse.
4. If the grievance involves any disciplinary action involving the loss of pay, suspension or discharge from employment, the grievance shall be processed at Step 2 of the grievance procedure.
5. Any of the steps herein may be waived by mutual agreement of the parties in writing.

ARTICLE 12 SUBSTANCE ABUSE

Because of such factors as police officer arrest powers, access to firearms, automobile usage and campus visibility, University police officers are in a unique position as SVSU employees. Special concern must be taken to ensure that police officers are free of substance abuse problems.

- A. Police officers who violate any of the following work rules will be subject to discipline up to and including discharge.
 1. Illegal use, possession, manufacture, distribution, dispensation or sale of illegal drugs or alcohol on University premises, in University supplied vehicles, during working hours or off-duty. It is understood that in the performance of duties, the officer may possess alcohol or illegal drugs for a brief time period for official purposes.
 2. Being under the influence of an illegal drug or alcohol on University premises, in University-supplied vehicles, in uniform or during working hours. "Being under the influence" of alcohol is defined as a blood alcohol content of higher than .02; "being under the influence" of an illegal drug is defined as testing positive for such drug.
 3. Refusing consent to testing or refusing to submit a urine, blood, breath or other test when requested by the Chief of University Police, and/or the Executive Vice President for Administration and Business Affairs and/or the Director of Human Resources.

4. Refusing to submit to an “inspection” when requested. An inspection is defined as those immediate investigative steps taken by a senior officer and/or supervisor when the senior officer and/or supervisor has reasonable suspicion the employee is in possession of alcohol or illegal drugs.
 5. Failing to adhere to the requirements of any drug or alcohol treatment or counseling program in which the police officer is enrolled.
 6. Conviction under any criminal drug statute or failure to inform the University within five (5) days after a conviction.
- B. All applicants and police officers may be subject to pre-employment and reasonable suspicion substance abuse testing. In addition, and with the approval of the University President or Executive Vice President for Administration and Business Affairs, police officers may be subject to random testing.
- C. Police officers who have been found to violate this substance abuse policy, and who enter into a drug or alcohol treatment or a counseling program may, at the University's discretion, be required to comply with more stringent testing or other requirements than found in this policy.
- D. Police officers shall exercise all due care and caution in the performance of their duties while under the effects of legally prescribed medications.
- E. At no time shall an officer consume alcoholic beverages while on duty.

ARTICLE 13 RULES OF CONDUCT

Because of such factors as police arrest powers, access to firearms, automobile usage and campus visibility, the University and the Union recognize a mutual responsibility for promoting the highest level of professional conduct. The University may adopt rules and regulations governing conduct of University Police officers.

ARTICLE 14 WORKING CONDITIONS

A. WORKING HOURS FOR REGULAR FULL-TIME EMPLOYEES

1. A work day for regular full-time employees is any eight-, ten- or twelve-hour shift worked in a twenty-four hour period that begins at 12:01 a.m.
2. The normal eight-, ten-, or twelve-hour work day for employees shall usually include a one-half hour paid lunch period except when an emergency situation occurs.
3. A bi-weekly work period will normally consist of eighty hours of work.

B. WORK SCHEDULES

Work and staffing schedules may be developed and adjusted for the convenience of the University and the development of the Department.

C. PREMIUM PAY

1. Officers regularly scheduled to work shifts starting at 7:00 p.m. and before 7:00 a.m. shall be paid a premium of \$.75/hour, as will officers working anytime from 7:00 p.m. Friday to 7:00 a.m. Monday. Officers regularly scheduled to work shifts from 7:00am until 7:00 pm will not be eligible for premium pay in the event they work past 7:00pm. There will be no premium pay for senior officers in charge during work shifts.
2. A Field Training Officer will be paid a premium of \$1 per hour when training an officer.

D. OVERTIME

1. Overtime hours shall be divided equally when possible among regular officers.
2. Time and one-half the regular time rate will be paid for all time in excess of eighty (80) hours in a two (2) week pay period.
3. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.
4. For the purpose of computing overtime pay, paid leave counts as time worked for purposes of computing overtime.
5. Mandatory overtime shall be scheduled two (2) weeks in advance of the scheduled event (or as soon as possible after the overtime is known to management.) If there are unforeseen circumstances, the two-week requirement will not apply.

If an officer has extenuating circumstances occurring on a mandatory overtime day, they may request a release from the mandatory overtime day from the Chief of University Police, or designee. The officer shall meet with the Chief of University Police, or designee, to discuss the extenuating circumstance and shall be given a response as soon as possible.

E. UNIFORM CLEANING, BODY ARMOR

1. A uniform cleaning allowance of \$250 will be provided each quarter of the calendar year.
2. Body armor will be furnished by the Department.

F. COMPENSATION FOR TRAINING

1. No overtime will be paid for training unless hours worked for the pay period exceed 80 hours during a two (2) week pay period. An employee who would like to attend training will submit to his/her supervisor in advance a plan for how work schedules can be rearranged to minimize disruption and cost to the Department. The supervisor must provide approval prior to the scheduling of any such training.
2. There will be no compensation for travel time to and from a training assignment unless such compensation is legally required.
3. If a training assignment is made, the Department may adjust an officer's work schedule in order to reduce or eliminate overtime pay.

G. COURT TIME/CALL IN TIME

1. Officers who appear in court or testify in a SVSU Code of Conduct hearing shall receive a minimum of three (3) hours compensation at time and one-half, unless the above is during the officer's normal shift or immediately prior to or after their regularly scheduled shift.
2. Officers shall receive a minimum of three (3) hours of compensation for call-in detail that requires short term call-to-duty circumstances.

ARTICLE 15 WAGES

Wage increases during the term of this agreement will be as follows:

Effective Date	Wage Increase
After Board Approval, following ratification	\$700 off base lump sum
7/1/17	1.25%
7/1/18	1.25%

The following increases will take effect on the on an officer's anniversary date:

After completion of one (1) year of service – \$2.00/hour
After completion of two (2) years of service – \$2.00/hour
After completion of five (5) years of service - \$1.50/hour

Minimum starting Salary:

July 1, 2016 - \$17.60
July 1, 2017 - \$17.80
July 1, 2018 - \$18.00

The University reserves the right to pay a newly hired officer in excess of these minimum amounts, based on the individual's prior experience and knowledge.

ARTICLE 16 COMPENSATORY TIME

Officers may bank compensatory time in lieu of overtime pay up to a maximum of 90 hours.

ARTICLE 17 SENIORITY

Section 1. Definition of Seniority

There are two types of seniority -- service seniority and classification seniority. Service seniority is defined as the length of an employee's continuous employment with the University. Classification seniority shall be defined as the length of an employee's continuous employment within the bargaining unit. Service seniority and classification seniority shall commence after the employee completes the probationary period retroactive to the employee's date of hire. Service seniority shall apply to an employee's retirement eligibility, sick time accrual and vacation time accrual. Classification seniority shall apply to shift and vacation picks, layoffs or as otherwise provided herein.

Section 2. Probationary Period

All new employees shall be considered probationary employees for a period of twelve (12) months starting from the employee's date of hire, after which his/her seniority date shall be as of the date of hire. During the probationary period, the employee may be terminated from employment by the University at its sole discretion without recourse to this Agreement, and the employee shall not be entitled to the use of the grievance and arbitration procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason and he/she is considered at will.

Section 3. Loss of Seniority

An employee shall lose his/her seniority, and the employment relationship with the University will end for any of the following reasons:

- A. He/she resigns or quits;
- B. He/she is discharged or terminated, unless overturned;
- C. He/she retires;
- D. He/she has been on long-term disability or unpaid leave of absence status (except for those employees on active duty military service) for more than twelve (12) months. He/she has been on workers compensation leave or layoff status for more than eighteen (18) months;
- E. He/she is absent from work for three (3) consecutive working days without notifying the Chief, or the Chief's designee, unless otherwise excused;

- F. He/she is convicted or pleads guilty or nolo contendere to a felony, or he/she commits any crime which causes the employee to lose his/her license to practice law enforcement under MCOLES standards;
- G. He/she fails to return to work at the specified time upon expiration of a vacation, recall from layoff, or disciplinary suspension, unless the Chief or his/her designee is notified;
- H. He/she falsifies pertinent information on his/her application for employment with the University;
- I. He/she obtains a leave by deceit or false pretenses;
- J. During a leave, he/she engages in another employment or any contract work (other than military services) without University approval.

Section 4. Promotion or Transfer Outside of the Bargaining Unit

An employee covered by this Agreement who has been in the past or will be in the future be promoted or transferred to a position outside of the bargaining unit (including other University positions), and is thereafter demoted or transferred back to this bargaining unit, shall not accumulate classification seniority while working in the supervisory or transferred position. An officer who leaves his/her position for any other position at the University outside this unit, will not accrue classification seniority while in that position. If an officer returns to the unit from another University position not covered by this agreement, they will be placed at the classification seniority level they were before they left the unit.

ARTICLE 18 SHIFT SELECTION

Shift selection will be granted on the basis of classification seniority as openings occur, provided the employee is qualified for the job. Shift selection shall not apply for employees on special assignment, training, vacation, personal leave, the usage of compensatory time, leave associated with military leave or where, in the determination of management, the operational needs of the Department take priority. The Chief of Police may require officers to rotate shifts to maximize Department efficiency, development of officers and to expose officers to all aspects of the University community and its operations.

ARTICLE 19 LAYOFF AND RECALL

In the event of layoff, the University has the right to determine its needs and staffing requirements. Therefore, the University will determine which employees are the most qualified for the positions needed based upon skill, ability, job-knowledge, certification (if applicable) and work record (including disciplinary actions) as determined from the records and knowledge of the University. If two or more employees are relatively equal in qualifications, the most senior employee shall be retained, provided he/she has the minimum necessary qualifications to perform the work. Supervisory employees not in this bargaining unit may be assigned to the

bargaining unit and displace members thereof provided that they are the most qualified for the positions needed.

ARTICLE 20 SUBCONTRACTING

It is understood that the University may engage outside contractors or others to perform bargaining unit work when the University determines that subcontracting is appropriate because (1) necessary skills or equipment are not readily available in the bargaining unit; (2) scheduled and/or proper completion of work cannot reasonably be accomplished with regularly scheduled bargaining unit personnel; or (3) subcontracting would result in increased economy or efficiency of University operations. Prior to utilizing outside contractors on a permanent basis, the University will give advance written notice to the Union and shall meet with the Union upon request.

Subcontracting will not be performed when there is a laid-off employee within the job classification that performs the job unless necessitated by economics, timeliness, equipment or skill requirements. Additionally, when the University contemplates or plans on using outside contractors while an employee is on layoff, the University will provide the Union notification of these plans. Upon request, the University agrees to meet after this notification with the appropriate Union representative and review these plans. During this review, the University shall provide a clear description of all work it is considering subcontracting, including the details of the specific project. The University will also provide an explanation of the University's need to subcontract the work under review. The Union representative will be given ten (10) business days before the University makes its final decision to propose alternatives whereby primary consideration will be given to utilizing bargaining unit employees, factoring in sound business practices and economics.

ARTICLE 21 WORK BY NON-BARGAINING UNIT PERONNEL

Nothing in this Agreement shall be construed to limit the University in any way from the use of non-bargaining unit persons to perform bargaining unit work including but not limited to supervisors, managers, casual employees, volunteers, students and others not within the bargaining unit. However, such use of non-bargaining unit personnel may perform such work provided it does not result in a reduction in the regular contracted for work week of full-time bargaining unit employees, unless it is otherwise allowed under the Article on subcontracting or elsewhere in this Agreement.

ARTICLE 22 PHYSICAL EXAMINATION

A yearly physical exam may be required by the University at no cost to the employee.

ARTICLE 23 RESIGNATION OF EMPLOYMENT

A. GENERAL

1. An employee wishing to terminate his/her employment shall give a minimum of 30 days advance notice in writing to the Chief of University Police.

2. An employee terminating without proper notice shall lose any accrued vacation credit except in the case of a personal emergency and with the approval of the Executive Vice President of Administration and Business Affairs.

ARTICLE 24 VACATIONS

A. GENERAL

1. The vacation year for vacation purposes is the anniversary date of the member's most recent date of hire.
2. Regular full-time employees accrue vacation time at the rate of four hours per pay period. Bonus days will be accrued according to the following schedule:

<u>Length of Service Seniority</u>	<u>Bonus Time Per Pay Period</u>
Beginning of year 3	.31 hours
Beginning of year 4	.62 hours
Beginning of year 5	.93 hours
Beginning of year 6	1.23 hours
Beginning of year 7	1.54 hours
Beginning of year 8	1.85 hours
Beginning of year 9	2.16 hours
Beginning of year 10	2.47 hours

3. No employee may accumulate vacation days in excess of those earned during the two most recent years of employment (the maximum being 336 hours of accumulation after 10 years of service).

B. VACATION PAY

1. An employee's vacation pay will be at their current rate of pay.
2. An employee who has completed the probationary period and gives a thirty (30) day notice of intent to leave or is discharged by the University will be paid for vacation time which has been accumulated but not used, up to a maximum of 270 hours.
3. Vacation requests must be made at least 90 days in advance of such vacation. If it is not possible for an employee to provide 90 days advance notice, then it is the employee's responsibility to also submit a plan for how his/her work hours would be staffed so as not to incur overtime by another officer (e.g., pre-arrange for a another officer to take the shifts, etc.). If it is not possible for the employee to provide such a plan, the employee must provide, along with the vacation request, the reason for the extraordinary circumstances. With the approval of the immediate supervisor, vacation hours may be taken at any time during the year, and in any quantity the employee desires. However, the final right of allocation of time periods which are available for vacation is reserved for the University.

4. Vacation time shall be accrued during time worked and during paid absences covered by this contract. Vacation time does not accrue during unpaid leaves of absence or layoff.
5. No cash payment or other benefits shall be made to employees in lieu of vacation leave except as otherwise provided herein.

ARTICLE 25 SICK LEAVE

A. GRANT OF SICK LEAVE DAYS

1. The University grants a yearly sick leave allowance to regular full-time officers based on the number of years of service at the University in accordance with the following schedule:

<u>Years of Service Seniority</u>	<u>1st full fiscal year</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th or more</u>
Gross Sick Leave Days	14	25	37	48	57	75

2. Sick leave days are granted according to the above schedule at the beginning of the University fiscal year. Officers who begin work prior to January 1 will receive 14 days during that partial fiscal year. Those beginning after January 1 will receive seven (7) days.
3. Sick leave days stated in the schedule are the maximums intended for the respective years of service. Unused balances do not carry over into the following year, nor shall the officer receive payment for an unused sick leave balance at the time of termination.
4. Whenever an officer is eligible for benefits under the University's disability program, the provisions of the program supersede this sick leave program.

B. USE OF SICK LEAVE

1. Hourly employees will be required to record leave time on an hour-for-hour basis. Sick leave days may not be used for illness of family members except in such circumstances as set forth below. In the event an employee must miss work to care for an immediate family member who is ill, with the approval of the immediate supervisor, the employee may record up to three (3) work days per fiscal year as Family Illness Time. Family Illness Time will not be charged against the employee's vacation or sick leave balances and should be indicated as Family Illness Time ("I") on the employee's attendance record.
2. Employees must notify their unit supervisor at the earliest opportunity when they will be absent because of illness. Employees must schedule medical, dental or optical appointments which occur during normal working time with the approval of their supervisor.

3. Employees who are receiving workers' compensation as a result of a work injury incurred at Saginaw Valley State University may choose to supplement their compensation with their sick leave, but the total dollars received may not exceed their normal bi-weekly gross pay.
4. Any employee absent in a sick leave status may be required to submit a statement from his/her physician or a physician appointed by the University confirming illness or ability to return to work. Until such statement, if requested, is filed, all absences will be considered as lost time and the employee's pay will be reduced accordingly. Upon return from sick leave of more than three (3) working days duration, the employee is required provide a return to work notification.
5. Employees who have exhausted all of their sick leave will be removed from the payroll until they report back to duty.
6. If an employee has used, or is close to having used, all of his/her sick leave, or if it appears the employee is abusing the sick leave policy in any way, the supervisor will discuss the problem with the employee. The supervisor may require the employee to provide a physician statement and/or to make verbal contact with a supervisor on duty or on call for all future use of sick leave.
7. Once an employee has been asked to make verbal contact with a supervisor or present a physician's statement to verify use of sick leave, the employee must comply with this requirement (or be disciplined if he/she does not) for as long as the supervisor deems reasonably necessary, whether or not the employee begins to accrue sick leave hours again. If excessive or abusive use of sick leave continues, the employee may be disciplined in such cases and the supervisor and the employee will discuss ways to remedy the issue in the future.
8. In assessing whether excessive use or abuse of sick leave is occurring, the supervisor will not consider any FMLA qualifying time or workers' compensation leave, provided the employee has submitted all documentation required by the Human Resources Department for such situations.

ARTICLE 26 HOLIDAYS

A. HOLIDAYS OBSERVED

Officers covered by this Agreement shall be eligible for holiday pay for the following holidays if the holiday falls on the officer's regularly scheduled day to work:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day

Christmas Day
New Year's Eve Day
Martin Luther King, Jr. Day
Holidays are recognized on the calendar day in which they fall.

B. HOLIDAYS WORKED

1. If a holiday falls on an officer's regularly scheduled day to work and the officer is required to work, the officer will be paid time and one-half for all hours worked. In addition, the officer shall receive banked, straight compensatory time or be paid in straight time pay.
2. If an officer's regularly scheduled leave day (day not scheduled to work) falls on a holiday and the officer works the holiday, the officer shall be compensated at time and one-half for all hours worked. In addition, the officer shall receive banked, straight compensatory time or be paid in straight time pay.

C. HOLIDAYS NOT WORKED

1. If a holiday falls on an officer's regularly scheduled day to work and the employee is not required to work, the officer shall be paid straight time for his/her regularly scheduled number of hours.
2. If an officer's regularly scheduled leave day falls on a holiday and the officer does not work, the officer shall receive compensatory straight time of one day (8 hours). The one exception is Easter Sunday, when no compensatory time is given.

D. HOLIDAY ELIGIBILITY

Employees eligible for holiday pay are subject to the following conditions and qualifications:

1. The employee must not be on a layoff or leave of absence;
2. The employee must not be suspended for disciplinary reasons; provided, however, if such suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.
3. If a holiday falls during a vacation period, no charge will be made against accrued vacation.

E. CAMPUS CLOSURE / SNOW DAYS / ADDITIONAL PAID LEAVE DAYS

1. If the campus is closed and an officer is required to work, the officer will receive pay for time and one-half for all hours worked. In addition, the officer shall receive banked, straight compensatory time or be paid in straight time pay.

2. If campus is closed on an officer's regularly scheduled day to work and the officer is not required to work, the officer shall be paid straight time for his/her regularly scheduled number of hours.
3. If an officer's regularly scheduled leave day falls on a day campus is closed and the officer does not work, the officer shall not be paid.

During the holiday closure, officers will receive eight (8) hours of compensatory straight time for additional closure days not worked other than holidays, only if they actually work during the holiday closure. Officers who do not work during the holiday closure will receive no compensatory time for days not worked.

4. University holidays that are recognized on a day other than the calendar day in which the holiday falls are not recognized by this Agreement.

ARTICLE 27 ABSENCES

A. PERSONAL TIME OFF

1. Regular full-time employees, upon reaching their one-year anniversary date of hire, will be allowed up to sixteen (16) hours off (pro-rated for regular and part-time) with pay for the upcoming year and for every anniversary year thereafter. Personal leave may be taken in units of two (2) hours or more.
2. Except in cases of emergency, an employee shall normally notify the supervisor at least one week in advance of the need to use personal time.
3. Unused personal leave hours will not carry over.

B. EMERGENCY AND BEREAVEMENT LEAVE

Employees shall be granted up to three (3) days of bereavement leave with pay for a death in the immediate family. The immediate family is interpreted to include the following:

1. Spouse
2. Children and stepchildren
3. Parents of employee or spouse
4. Step-parents of employee or spouse
5. Brothers and sisters of employee or spouse
6. Grandparents of employee or spouse
7. Grandchildren of employee or spouse
8. Father-in-law, brother-in-law, mother-in-law, sister-in-law

C. JURY DUTY

Regular full-time police officers will receive their regular University compensation for up to thirty (30) work days in a calendar year during the period they are called to and report

for jury duty during their regular working hours. Compensation will be limited to the difference between the employee's regular pay and the jury fee paid by the court. If the employee is excused early from jury duty, he/she must then report for work.

In order to receive payment, an employee must inform the University of his/her being summoned and must furnish documents concerning hours of jury duty served. This is not applicable to an employee who, without being summoned, volunteers for jury duty.

D. LEAVES OF ABSENCE

1. All leaves (time off) shall run concurrently with, and not in addition to, leaves provided under the Federal Family Medical Leave Act (FMLA). The University will operate on the basis of a rolling 12-month period for the purpose of determining eligibility and other related FMLA considerations. All FMLA leave shall be in accordance with the University policy on such.
2. Leaves of absence without pay for reasonable and valid reasons such as Union business, personal and education may, at the University's discretion, be granted by the University.
3. Any employee who is on a leave of absence and who engages in or accepts other employment without the consent of the University, shall be considered as having voluntarily quit his/her employment at the University as of that date and time.
4. Employees must complete and submit a "Request for Leave of Absence" at least thirty (30) calendar days prior to the date on which the leave is to start, except in unusual circumstances where it is impossible to do so. Again, the granting of such a leave is at the complete discretion of the University.
5. Employees who are granted a leave of absence must notify the University in writing at least three (3) weeks prior to any contemplated change in a leave of absence termination date. Any change in such termination date must be approved by the University to allow adapting the employee's schedule of work times to the planned work schedule.

ARTICLE 28 PART-TIME AND NINE AND TEN MONTH EMPLOYEES

A. PART-TIME EMPLOYEES

1. In order to be eligible for any benefits, employees must have an appointment for one year or more, subject to applicable law.
2. Employees who have an appointment of one year or greater for at least .5 FTE will be eligible for pro-rata vacation and sick leave like other Administrative Professionals.
3. Employees who have an appointment of one year or greater are only eligible for health, life and disability insurance if the appointment is for .75 FTE.

4. Employees who have an appointment of one year or greater are only eligible for retirement benefits if the appointment is for .8 FTE.

B. NINE AND TEN MONTH EMPLOYEES

1. Nine and Ten Month employees are not eligible for vacation time or accrual. On July 1st of each year the employee will be given five (5) personal days that do not carry over from year to year. These employees will be eligible for pro-rata sick leave, if they meet the FTE requirements above, like Administrative Professional employees.
2. Nine and ten month employees scheduled to work full time will be eligible for retirement benefits.
3. Nine and Ten month employees do not accrue any benefits or seniority during their recess unless they work during that time.

ARTICLE 29 TUITION

The University will offer to employees the same tuition assistance which is offered to Administrative/Professional employees at SVSU pursuant to the policy on Tuition Assistance. SVSU has the right to change this policy at any time within its sole discretion.

ARTICLE 30 HEALTH INSURANCE

- A. SVSU will provide funding for health insurance coverage for the benefit of all eligible working employees, their spouses and dependent children subject to all terms, definitions and conditions of eligibility.
- B. The University will offer to employees the same health care plan choices which are offered to Administrative/Professional employees at SVSU with the same health insurance premium contribution by SVSU as is provided to Administrative/ Professionals. SVSU has the right to change plans, coverage and carriers within its sole discretion.
- C. The health care plan and SVSU's enrollment in such plan is subject to the terms and conditions of the insurance carrier. The University's payment obligations as described above shall be applicable only while an employee is employed at SVSU.
- D. If legislation is adopted during the term of this Agreement which substantially affects either party's position as contemplated in this Agreement with respect to health insurance, the parties agree to reopen this Agreement with the sole purpose of negotiating an amendment to this Agreement which will, to the maximum extent possible, restore both parties to their original position.

ARTICLE 31 GROUP LIFE INSURANCE

The University will provide life insurance coverage at no cost to the employees, subject to eligibility and applicable carrier conditions. Employees whose base salary is \$49,999 or less will receive coverage equal to four (4) times base annual salary (rounded up to the nearest \$1,000). Employees whose base annual salary is more than \$50,000 will receive coverage equal to three (3) times base annual salary (rounded to the nearest \$1,000). Optional employee life insurance is available at group rates through payroll deduction at the employee's expense. Employees may "buy up" to a total of five (5) times base annual salary and a maximum amount of \$500,000. The maximum life insurance benefit combining basic and optional coverage is \$500,000. Employees may elect to receive \$50,000 in group life insurance in order to avoid imputed income.

Accidental Death & Dismemberment Insurance

The group life insurance plan also provides the employees with Accidental Death & Dismemberment Insurance. The principal amount of the Accidental Death & Dismemberment benefit is equal to the amount of the employee's life insurance, except that in no event will the amount of Accidental Death & Dismemberment benefits exceed \$500,000.

Accelerated Death Benefit

An insured person who is diagnosed with a medical condition that results in a life expectancy of 12 months or less may be eligible to take up to 100% of the policy's available proceeds to deal with the sudden, unexpected financial burden that a terminal illness can create. However, the one-time benefit paid will not be greater than \$250,000.

Optional Dependent Life Insurance

Dependent life insurance is available through payroll deductions. Coverage and the rates will be the same as those offered to the Administrative Professional employees. Evidence of insurability may be required.

Terms

The University has the right to change plan administrator at any time without prior approval. Administration of the plan and eligibility of participants is subject to the terms and conditions of the plan administrator.

ARTICLE 32 DISABILITY INSURANCE

- A. The University provides disability insurance at no cost to regular full-time employees who have completed a one-year waiting period. The waiting period, subject to the terms, definitions and conditions of eligibility of the actual insurance policy, may be waived if the employee has been covered by a group long-term disability plan prior to employment at SVSU.
- B. The monthly income benefit will be equal to 70% of the monthly salary base of the employee at the commencement of the period of continuous total disability. Retirement contributions will continue in this current plan but may not be continued depending upon

terms established with the carrier in the future. In no event will the sum of the monthly income benefit exceed \$9,000.

- C. This plan is for disability related to illness or injury which exceeds 90 calendar days. The employee will be required to use, if available, accumulated sick, vacation, personal and compensatory time during the first 89 days of disability. Beginning on the 90th day of continuous disability ("continuous" is as defined by the long-term disability sponsoring insurance company), the employee will be placed on short-term disability. The University will begin paying the monthly income benefit and will continue to pay until the 180th day. At this time, the sponsoring insurance company will begin paying the benefit, providing eligibility requirements are met.
- D. The employee may not supplement the monthly income benefit with accrued leave and will not be allowed to continue the use of accrued leave beyond the 89th day.
- E. Beginning on the 180th day of continuous disability, employees on disability will, at the expense of such individual, be able to continue health insurance at the group rates available through the University in accordance with the terms and conditions imposed by the insurance company involved in providing such coverage. Such continuation of health insurance at group rates shall be for the time period allowed by COBRA (Consolidated Omnibus Budget Reconciliation Act).
- F. The University shall have the right to self-insure and/or change carriers for its disability insurance.

ARTICLE 33 WORKERS' COMPENSATION

In the event an employee sustains an occupational injury, as determined by the provisions of the applicable contract with the insurance carrier, the employee will be covered by applicable Workers' Compensation laws. The employee may elect to use his/her accumulated sick or vacation leave to cover the full differential between Workers' Compensation and his/her regular salary (the employee may not elect to cover only part of the differential if he/she has sufficient sick or vacation leave to cover the full differential). Such use shall conform with the guidelines established by Human Resources. Seniority and leave benefits will continue to accrue for an employee during such time as the differential between Workers' Compensation and his/her regular salary is being covered.

ARTICLE 34 RETIREMENT

The Retirement Plan will cover all regular full-time employees. The Retirement Plan is voluntary on employment but required after completion of one year of service and attainment of age 30.

The University shall contribute twelve percent (12%) of the participant's salary to the Retirement Plan (which is current administered by TIAA). The employee will be required to contribute 4% on calendar year earnings above \$12,000. An employee may contribute additional amounts to the Retirement Plan, as provided by the Plan.

All allocations to annuities shall be made in accordance with administrator's guidelines.

Contracts

Each retirement annuity contract and certificate issued in accordance with this plan is for the sole purpose of providing retirement and/or death benefit and is the property of the individual participant.

Repurchase

In the event a participant in TIAA leaves the employment of Saginaw Valley State University for reasons other than retirement or disability and requests repurchase of his/her annuity, Saginaw Valley State University may approve such repurchase provided it meets the conditions under which TIAA will repurchase annuities.

Terms

The University has the right to change plan administrator and plan offerings at any time without prior approval. Administration of the plan is subject to the terms and conditions of the plan administrator.

ARTICLE 35 MISCELLANEOUS

A. BULLETIN BOARDS

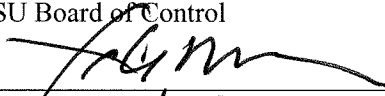
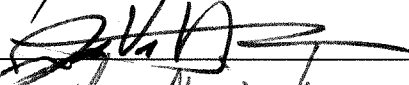
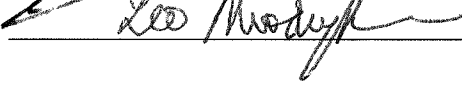
The University agrees to provide bulletin board space which may be used by the Union for posting notice of the following types:

1. Notices of recreational and social events.
2. Notices of election.
3. Notices of results of elections.
4. Notices of meeting.

ARTICLE 36 **TERM OF AGREEMENT**

This Agreement shall be effective as of October 25, 2016 and continue until June 30, 2019.

SVSU Board of Control

BY 


Leo Mordy

Police Officers Association of Michigan

BY 