

COLLECTIVE BARGAINING AGREEMENT

Between

MICHIGAN STATE UNIVERSITY

and

**LODGE 141,
FRATERNAL ORDER OF POLICE
MICHIGAN STATE UNIVERSITY
NON-SUPERVISORY DIVISION**

July 1, 2015 – June 30, 2019

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PREFACE

-1 Michigan State University and Lodge 141 of the Fraternal Order of Police Non-Supervisory Division recognize their moral and legal responsibilities under federal, state, and local laws relating to fair employment and affirmative action practices.

-2 The University and the Lodge recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, religion, color, sex, age or national origin. Wherever personal pronouns are used in this Agreement, it shall be understood that the gender is neuter.

AGREEMENT

-3 This Agreement is entered into this First day of July, 2015, between Michigan State University, hereinafter referred to as the "Employer" and Capitol City Lodge # 141, Fraternal Order of Police Labor Program Inc. , Michigan State University Non-Supervisory Division, hereinafter referred to as the "Lodge." It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 1

RECOGNITION OF THE LODGE

A. Recognition

-4 Pursuant to and in accordance with all applicable provisions of Act No. 379 of the Public Acts of the State of Michigan of 1965 as amended, the Employer hereby grants sole and exclusive recognition to the Lodge for the purpose of collective bargaining for all employees covered by the bargaining unit.

B. Definition of the Bargaining Unit

-5 The Bargaining Unit consists of all regular, full-time sworn employees of the Michigan State University Police Department (Protective Services) whose positions are classified as Police Officers VII through I. All other employees in this department are excluded from recognition in this bargaining unit such as employees in positions classified as Director, Assistant Chief, Deputy Chief, Captain, Lieutenant, Sergeant, Crossing Guard, Student, Clerical Personnel and full-time parking enforcement personnel.

C. Notification

-6 The Lodge will furnish to the Director of Employee Relations in writing within thirty (30) days of the signing of this Agreement, a list of officers of the Lodge and shall within thirty (30) days of any change in said list, advise the Director of Employee Relations in writing of such changes.

-7 In the event of a change in the departmental rank structure, the change will not affect the membership of the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

-8 The Lodge recognizes that the Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and to manage and operate the Employer's affairs.

-9 All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Lodge as being retained by the Employer.

-10 The Employer shall have the right to amend, supplement or add to its rules and regulations during the term of this Agreement, provided however, the Employer shall notify the Lodge whenever possible of any such amendments, supplements or additions at least fifteen (15) days in advance of their effective date. Such rules shall be reasonable and shall relate to the proper performance of employee's duties and shall not be applied in a discriminatory manner. Any rule or regulation may be discussed under the provisions of Article 9 of this Agreement. A rule may be subject to the grievance procedure (Article 7) only when it is applied to an employee of this bargaining unit in an unreasonable or discriminatory manner.

ARTICLE 3

MANAGEMENT SECURITY

-11 The parties of this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Lodge, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment or picket the Employer's premises. The Lodge further agrees that there shall be no strikes, sit-downs, slowdowns, stay-ins, stoppages of work or any acts or other alterations of existing work performance patterns that interfere in any manner or to any degree with the services of the University.

-12 Any violation of the foregoing shall be made the subject of disciplinary action or discharge from employment as to employees, and/or of exercise of any legal right or remedy as to the Lodge, and/or cancellation of the Agreement by the Employer, subject to the provision of Article 8 of this contract.

ARTICLE 4

LODGE SECURITY AND CHECKOFF

-13 The Employer will not discriminate against any employee because of membership in the Lodge.

-14 The Union agrees that it will not coerce or intimidate any employee regarding Union membership or activity.

A. Checkoff

-15 The Employer agrees to deduct from the regular monthly pay of each Lodge member who has an executed Check-off Authorization Form on file, the Lodge's dues or service charge for the following month subject to all of the following subsections. The Employer shall have no responsibility for the collection of initiation fees and membership dues, or service charges or any other assessments that are not in accordance with this Article.

-16 The Lodge's Check-off Authorization Form shall conform to the respective State and Federal law(s) concerning that subject, or any interpretation(s) made thereof, by case law.

-17 The Lodge shall exclusively use and provide the Employer with Check-off Authorization Forms as herein provided for:

VOLUNTARY CHECK-OFF AUTHORIZATION CAPITOL CITY LODGE 141

Print _____
Last Name First Name Middle Initial

I certify that Capitol City Lodge 141, Fraternal Order of Police is my designated collective bargaining representative and I hereby authorize and direct to my Employer _____ to deduct from my earnings during this month and each successor month an amount determined by Capitol City Lodge 141 and request that this amount be forwarded to the Treasurer of Capitol City Lodge 141.

This authorization and direction shall continue, unless written notice is given to the Lodge and my Employer by me.

Date: _____ Signature _____

-18 An employee may revoke his/her check-off authorization at any time by submitting notice on an authorized form to the employer's payroll office. Such forms shall be processed within 30 days of receipt.

-19 The Employer will present employees with check-off authorization cards at the time of initial employment.

-20 All Check-Off Authorization Forms shall be filed with the Employer's Payroll Office who may return any incomplete, or incorrectly completed form to the Lodge's Treasurer, and no checkoff shall be made until such deficiency is corrected.

-21 The Employer shall check off only obligations which come due at the time of checkoff, and will make check-off deduction only if the employee has enough pay due to cover such obligation, and will not be responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Lodge.

-22 The Employer's remittance will be deemed correct if the Lodge does not give written notice to the Employer's Controller, within two (2) calendar weeks after a remittance is sent, of its belief, with reason(s) stated therefore that the remittance is incorrect.

-23 The Lodge agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from employee's pay of Lodge

dues or service charge or in reliance on any list, notice, certification or authorization furnished under this Article. The Lodge assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Lodge. The Employer shall not be liable to the Lodge by reasons of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

ARTICLE 5

LODGE BARGAINING COMMITTEE

-24 The bargaining committee of the Lodge will include not more than four (4) representatives. These representatives shall be composed of two (2) Lodge members of the Michigan State University bargaining unit, and two (2) non-Michigan State University employee representatives. No more than two (2) representatives will be on duty during the day bargaining takes place. The Lodge will furnish the Office of Employee Relations with a written list of the Lodge's bargaining committee, and any alternates, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

-25 Employee members of the Lodge bargaining unit will be paid for the time spent in negotiations with the Employer, including one-half (1/2) hour prior to and one-half (1/2) hour after the bargaining meeting is over, but only for straight time hours they would otherwise have worked, had they worked their regularly scheduled shift. If the employee is scheduled to work on the day of a regularly scheduled bargaining session, the employee will be credited with the number of hours spent in bargaining as time worked during this tour of duty of that day. The time of the hours to be worked to complete his/her normal tour of duty for that day will be determined by the employee's shift supervisor.

ARTICLE 6

PROBATIONARY PERIOD

-26 When a new employee is hired in the unit, he/she shall be considered as a probationary employee for the first twelve (12) months of his/her continuous, regular, full-time employment. The probationary period may be extended by written notice to the employee in cases where the regular probationary period was interrupted by medical leave or any injury restricting regular duty of the employee. The period of extension shall equal the period of the intervening impairment. In no event shall the extension exceed a period of six (6) months. If any extension of probation occurs under this section, it should not result in the delay of wage increments or other contract benefits. The Lodge shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment, except no matter concerning the discipline, layoff, or termination of a probationary employee shall be subject to the grievance and arbitration procedures. For the first six (6) months of the probationary period, assignment to overtime events for eligible employees shall be with the sole discretion of the Chief or his/her designee.

ARTICLE 7

GRIEVANCE PROCEDURE

-27 Any employee having a dispute over the interpretation or application of the terms of this agreement, shall present it to the Employer as follows:

A. Step I

-28 If any employee believes he/she has a problem in connection with his/her employment, he/she shall discuss it with his/her immediate supervisor and/or other appropriate superior within five (5) working days after the date the facts have occurred or should have reasonably been known to occur.

B. Step II

-29 If the problem is not resolved by the immediate supervisor, the shift coordinator or an officer of the Lodge must reduce the grievance to writing on the official grievance form used by the Lodge and present it to the Director of the Michigan State University Police Department or his/her designee within five (5) working days after its alleged occurrence or oral discussion in order to be a proper matter for the grievance procedure. A grievance shall be defined as a written dispute concerning the interpretation, application, and alleged violation of any of the terms of this agreement. The grievance shall be dated and signed by the aggrieved employee and his/her shift coordinator or an officer of the Lodge and shall set forth the facts including dates and provisions of the agreement that are alleged to have been violated and the remedy desired. The grievance shall not be considered submitted until the Director of the Michigan State University Police Department or his/her designee receives the written grievance. At the time it is received, it shall be dated and a copy returned to the aggrieved employee. A meeting will be scheduled between the Director of the Michigan State University Police Department or his/her designee to discuss the grievance within five (5) working days from the day the written grievance was received.

-30 A grievance may be withdrawn without prejudice, and, if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within three (3) months from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event the withdrawal without prejudice will not affect financial liability.

-31 Unless the grievance is withdrawn as provided above, the Director of the Michigan State University Police Department or his/her designee will then answer the grievance in writing within five (5) working days from the meeting at which the grievance was discussed.

-32 If the Employer requests that the aggrieved employee be present in any step or step of the grievance procedure, he/she will be required to do so.

C. Step III

-33 If the answer from the Director of the Michigan State University Police Department or his/her designee is not satisfactory, the local division president or his/her designee shall submit his/her appeal within five (5) working days of the receipt of the Step II answer to the Director of Employee Relations or his/her representative indicating the reasons why the written answer of

the Director of the Michigan State University Police Department or his/her designee was unsatisfactory. A meeting between no more than three (3) representatives of the Lodge and three (3) representatives of the Employer will be scheduled within five (5) working days from the date the appeal is received by the Office of Employee Relations to discuss the grievance. The Director of Employee Relations or his/her representative will then answer the grievance in writing within ten (10) working days from the date of the meeting at which the grievance was discussed.

-34 The Lodge representatives may meet, if on the Employer's property at a place designated by the Employer, for at least one-half (1/2) hour preceding the meeting with the representatives of the Employer for which a written request had been made.

-35 The local division President or his/her representative shall be allowed time off his/her job without loss of pay to investigate a grievance he/she is to discuss or has discussed with the Employer, upon having received permission from his/her supervisor to do so. The supervisor will normally grant permission and provide sufficient time to the local division President or his/her representative to leave his/her work for these purposes subject to necessary emergency exceptions. The privilege of the local division President leaving his/her work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of the grievances and will not be abused; and the local division President or his/her representative will perform his/her regularly assigned work at all times except when necessary to leave his/her work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a Special Meeting.

D. Step IV

-36 If the Office of Employee Relations' answer was unacceptable, settlement may be determined by decision of an arbitrator selected by the parties. The Lodge President will notify the Office of Employee Relations indicating why the Office of Employee Relations' answer was not satisfactory. In the event the Lodge and the Office of Employee Relations do not agree on an arbitrator within seven (7) working days, the Lodge shall file a demand for arbitration with the American Arbitration Association within five (5) working days of failing to mutually agree on an arbitrator who shall select an arbitrator and the arbitrator shall establish a mutually acceptable hearing date. The fees and approved expenses of an arbitrator will be paid by the parties equally. The rules of AAA apply to all arbitration hearings.

-37 The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement nor shall he/she substitute his/her discretion for that of the Employer or the Lodge where such discretion has been retained by the Employer or the Lodge nor shall he/she exercise any responsibility or function of the Employer or the Lodge.

-38 Finality of Decisions - There shall be no appeal from the arbitrator's decision. Such decision shall be final and binding upon the Lodge and its members, the employee or the employees involved and the Employer.

E. Time Limits

-39 When reference to working days is made, only weekdays, Monday through Friday will be considered. Saturday, Sunday and holidays shall not be considered in these time periods. Time limits set forth in this grievance procedure shall be strictly adhered to unless time shall be extended by mutual written agreement of the parties. If the Lodge requests an extension of the time limits in writing, the Employer will not unreasonably deny such a request.

-40 If the Employer fails to schedule a meeting or answer the grievance within the designated time limits, the grievance may be appealed to the next step of this grievance procedure within five (5) working days of the date of the expiration of the applicable time limit.

-41 If a grievance is not appealed within the applicable time limits after

- a) receipt of the previous step answer,
- b) failure to schedule a meeting, or
- c) failure to answer the grievance,

the grievance shall be considered settled on the basis of the Employer's last answer and not be subject to further review.

ARTICLE 8

DISCHARGE & DISCIPLINE

-42 Discipline is primarily the responsibility of the first line supervisor and is intended to be a positive or developmental rather than a negative or punishing procedure.

-43 When positive measures fail and the Employer determines that punishment or discharge is necessary, such punishment or discharge shall be imposed by the Director of the Michigan State University Police Department or his/her representative.

-44 The levels of punishment that the Employer may utilize include: oral reprimand, written reprimand, suspension without pay or dismissal.

-45 In the event of disciplinary action other than oral reprimand, the employee involved shall be provided, by the Employer at the time of the discipline, a complete written statement of the charges against him/her, with a brief and concise statement of why this action is being taken. The Lodge shall be provided with a copy of the discipline in a timely fashion.

-46 The employee shall have the opportunity to meet with the Lodge representative and/or Lodge Attorney at the time he/she receives notice of disciplinary action and the Lodge representative and/or Lodge Attorney shall be present if so requested by the employee at the time of the disciplinary action. Only one representative shall serve as a spokesperson during the proceedings.

-47 Should the employee feel that such punishment or discharge is unjust, he/she may have the option of pursuing the challenge to the discipline through the utilization of an Appeal Board or the Grievance Procedure in accordance with Step III and IV set forth in Article 7. This election must be made in writing by the employee to the Director of the Michigan State University Police Department within three (3) working days after being advised on the punishment imposed and must include a statement as to whether the Grievance Procedure or the Appeal Board process has been selected.

If the employee elects the Appeal Board process, the Director of the Michigan State University Police Department shall refer the matter to the Appeal Board, and the employee, by making the election for an Appeal Board, permanently waives the right to pursue the matter through the Grievance Procedure and agrees to be bound by the Appeal Board's decision.

- a) The Appeal Board shall consist of three (3) members. One member shall be a representative of the Employer and one member shall be a representative of the Lodge. The third member shall be an independent third person not affiliated with the Department or the Lodge. The members of the Appeal Board herein described shall be selected in the following manner:
- 1) Employer Representative: The names of all Employer Representatives shall be placed in a box and the Employer shall draw therefrom five (5) names. Once the names of the Employer Representatives have been drawn, the disciplined employee, or his/her designated representative, shall strike four (4) of the five names from the list. The remaining named representative shall be the Employer's Representative on the Appeal Board.
 - 2) Employee Representative: The names of all Employee Representatives shall be placed in a box and the disciplined employee, or his/her designated representative, shall draw therefrom five (5) names. Once the names of the Employee Representatives have been drawn, the Employer shall strike four (4) names from the list. The remaining named representative shall be the Employee's Representative on the Appeal Board.
 - 3) Independent Representative: The names of Independent Representatives, taken from a list of previously agreed upon members established by mutual agreement of the University and the Lodge, shall then be placed in a box and a name is to be drawn therefrom by either an Employer Representative or a Lodge Representative. The named person drawn will serve as the third member of the Appeal Board. Determination as to whether the Employer or the employee will draw the name of the Independent Representative for the first Appeal Board Proceeding under this system will be determined by a flip of a coin. Thereafter, the parties will alternate the right to draw a name for each Appeal Board. In the event the list of Independent Representatives has not been finalized by the time the first Appeal Board is to commence, a special meeting shall be called under the Special Meetings section of this Agreement, to finalize the list. The list shall have at least seven (7) names.
- b) The Appeal Board shall be scheduled within three (3) days, for the purpose of reviewing the disciplinary action, and shall render its disposition on the matter in writing within three (3) days, following the Appeal Board meeting.
- c) After a disciplinary matter has been referred to the Appeal Board, it may not be withdrawn by either party except by mutual consent.
- d) When the membership of the Appeal Board is established, each member and the Appellant will be provided with copies of the following, three (3) days prior to the scheduled hearings:
- 1) statement of charges;
 - 2) investigative reports;
 - 3) any existing report of the matter prepared by the Appellant.

- e) The Appellant shall be entitled to be represented by an attorney of his/her choice at the Appeal Board and shall be given an opportunity to cross-examine witnesses of the Employer and call witnesses of his/her own. The Appeal Board shall be closed to the general public.

-48 Whenever a criminal charge or charges are preferred by a warrant against an employee, it shall be the prerogative of the Employer to suspend the employee without prejudice and without pay until the charges, if any, within the criminal justice system are concluded.

-49 While it is considered that an employee who is charged in the criminal justice system with violation of a criminal act should be suspended without pay until final determination of the case, an exception may be made if the Director or his/her designee shall conclude that the charge appears flimsy and fanciful with strong probability of innocence, in which event he/she will authorize alteration in suspension to one with pay.

-50 Acquittal of disciplinary charges entitles the employee to back pay at regular rate for the time of his/her suspension without pay minus any compensation derived from the Employer (for example, but not limited to unemployment insurance payments) and any compensation derived from other sources during time periods which would have been occupied by scheduled employment with the Employer had the employee not been suspended or dismissed.

-51 A record of oral reprimand shall remain in the employee's Official Personnel Folder(s) for a period of up to six (6) months. Other disciplinary actions shall remain in the employee's Official Personnel Folder(s) for a period of up to twenty-four (24) months.

ARTICLE 9

SPECIAL MEETINGS

-52 The Employer and the Lodge agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of the receipt of the written request and shall be held between 8 a.m. and 5 p.m. at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

-53 The Lodge representatives may meet, if on the Employer's property at a place designated by the Employer, for a period not to exceed one-half (1/2) hour immediately preceding a meeting for which a written request has been made.

-54 Employee representatives of the Lodge at special meetings will be paid by the Employer for time spent in special meetings, but only for the straight time hours they would otherwise have worked on their regular work schedule.

ARTICLE 10

SENIORITY

A. Definitions

-55 University Seniority - Length of continuous employment starting with original date of hire with the Employer, including periods of authorized leaves of absence and layoffs consistent with other articles of this Agreement. This date shall be used for benefit purposes.

-56 Unit Seniority - Total length of employment from date sworn as a Police Officer.

B. Seniority Lists

-57 Management shall maintain a roster of employees, arranged according to unit seniority, showing name, position, class, and seniority date, and shall furnish a copy to the Lodge in March of each year.

ARTICLE 11

LAYOFF AND RECALL

A. Definition

-58 Layoff shall mean the separation of employees from the active work force due to lack of work or funds or to abolition of positions because of changes in organization.

B. Order of Layoff

-59 No permanent or probationary employee shall be laid off from his/her position in the Department of Police and Public Safety while any seasonal, temporary or provisional employees are serving in the same position class in that Department.

-60 Except as provided below, the layoff of probationary or permanent employees in the Department of Police and Public Safety shall be in inverse order of seniority.

C. Demotion in Lieu of Layoff

-61 Except as provided below, an employee subject to layoff who so requests, shall in lieu of layoff, be demoted by seniority to a lower position in the Michigan State University Police Department. Demotion shall be through those classes in which the employee previously held permanent status, provided that an employee serving a probationary period shall not displace a permanent employee in a class in which he/she has not previously held permanent status.

D. Notice of Layoff

-62 Employees to be laid off shall be given at least twenty-one calendar days prior notice.

E. Preferred Eligibility Lists

-63 Employees demoted in lieu of layoff shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced within the Michigan State University Police Department. Employees laid off shall have their names placed on preferred eligible lists in order of seniority for each class from which displaced.

-64 Names shall remain on the lists for six (6) months or the length of their seniority whichever is greater for those employees demoted, unless removed as provided below. An employee who is laid off will have his/her name remain on the list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years whichever is lesser. Employees shall be recalled from layoff or shall be restored to positions from which demoted in the Michigan State University Police Department before any other persons are selected for employment or promotion in those classes.

F. Recall from Layoff

-65 Employees to be recalled from layoff shall be given a minimum of ten (10) calendar days to respond after notice has been sent by certified mail to their last known address.

-66 Employees who decline recall or who in absence of extenuating circumstances, fail to respond as directed within the times allowed, shall be presumed to have resigned and their names shall be removed from seniority and preferred eligibility lists.

G. Restoration to Positions from which Demoted

-67 Employees to be restored to positions from which they had been demoted in lieu of layoff shall be given three (3) calendar days in which to accept. Names of those who decline shall be removed from the pertinent preferred eligibility lists.

H. Other Provisions

-68 Employment by the Michigan State University Police Department of temporary, auxiliary, or reserve personnel shall be limited to duties normally performed by students, and may only be supplemental to, and shall not replace members of the bargaining unit.

ARTICLE 12

LOSS OF SENIORITY

-69 An employee shall lose his/her status as an employee and his/her University and unit seniority if:

- a) He/She resigns or quits.
- b) He/She is discharged or terminated and not reinstated.
- c) He/She retires.
- d) He/She does not return to work from layoff within ten (10) calendar days after being notified to return by certified mail addressed to the employee at his/her last

address filed with MSU Human Resources. An employee who changes addresses must notify the Employer of the change.

- e) He/She has been on layoff for a period of time equal to his/her unit seniority at the time of his layoff or two (2) years, whichever is lesser.
- f) He/She is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

ARTICLE 13

SCHEDULING

A. Definition

-70 Because Police Officers are required to work regardless of calendar weekends, i.e., Saturdays and Sundays, the Employer schedules days off in lieu thereof and refers to those days as "Pass Days."

B. Scheduling

-71 The use of Pass Days, pursuant to Article 16, Section A, Paragraph 91, a & b, may be requested and may be taken subject to management direction or approval.

-72 Overtime and call-back time shall be authorized by management. A regular scheduled shift shall be posted once each month to determine the normal workday for every member of the bargaining unit.

C. Schedule Deviation

-73 For patrol personnel excepting investigative and task force personnel, if there is a deviation from the normal work scheduled, a five (5) days notice shall be given. If a five (5) days notice is not given, those hours worked outside of the posted schedule shall be paid at the rate of time and one-half.

D. Changing

-74 Employees covered hereby, may change a pass day after the schedule has been posted, if they receive permission from the Platoon Supervisor(s) of the shift(s) involved.

E. Trading Shifts

-75 Employees of the bargaining unit may trade shifts with another employee, subject to the approval of management, providing the change does not cause the payment of overtime. Management approval shall not be unreasonably withheld. Notice of the requested trade must be submitted by the affected employees at least 28 days in advance of the effective date of the shift period affected by the trade. The duration of the trade will be for the entire shift period. Disputes arising under this provision shall be reduced to a grievance beginning at Step 2 of the grievance procedure. If a Step 3 meeting is thereafter required, the Office of Employee Relations will respond to the grievance at this meeting. The Lodge will decide whether to

arbitrate the dispute and the parties will select the arbitrator the same day. The dispute shall be submitted to immediate expedited binding arbitration with a bench decision being rendered by the arbitrator the same day of the arbitration hearing.

F. Officer in Charge

-76 An Officer designated as the “Officer in Charge” will be compensated for the time spent in this capacity at his/her regular rate of pay as well as an additional rate as outlined in the following chart:

<u>Time spent as “Officer in Charge”</u>	<u>Additional Rate</u>
Less than two hours	None.
2-4 hours	One-half (1/2) hour at the rate of time and one-half (1 ½) the officer’s regular rate of pay
More than 4 hours	One (1) hour at the rate of time and one-half (1 ½) the officer’s regular rate of pay.

G. When the Department is anticipating a transfer or a special assignment change, the department will post all positions with the anticipated start of the assignment and allow for members to apply for the assignment. This posting will be posted for a minimum of fifteen (15) days to allow employees to apply.

Employees interested in being considered for assignment or transfer will indicate their interest in writing. This will include their qualifications for the assignment.

ARTICLE 14

VACATION LEAVE

-77 Employees will accumulate vacation at the end of each month based on employee’s length of continuous full-time employment as shown in the following schedule.

<u>Vacation Service Months</u>	<u>Accrual</u>	<u>Annual Accrual</u>	<u>Maximum Accrual</u>
Completion of 6 months	48 hours		
7 th month through 60 th month	8 hours per month	96 hours	120 hours
61 st month through 120 th month	12 hours per month	144 hours	180 hours
121 st month	16 hours per month	192 hours	240 hours

New employees must complete 6 months of service prior to utilization of leave accrual.

-78 Vacation will not accrue during an approved leave of absence without pay, while on regular Workers’ Compensation, during an extended military leave of absence, during a terminal vacation period, in excess of Special Maximum Accrual, nor while on layoff.

-79 An employee's vacation pay will be based on his/her base rate of pay.

-80 If a University designated holiday falls within an employee's vacation, the employee will be paid for the holiday and will not be charged for vacation that day. When an employee terminates, he/she shall be paid for any unused vacation, but shall not be paid for a University designated holiday which may fall within the terminal vacation period except in the case of transition into University Retirement.

-81 An approved leave of absence for military service will not be counted as a break in the employee's service record when determining his/her vacation allowance under the progressive vacation plan. All other leaves of absence will be considered a break in an employee's service record in determining vacation allowances.

-82 Vacation leaves shall be granted to employees covered hereby, by management of the Department and such vacations will be granted at such times as they least interfere with the efficient operation of the department. Vacation requests must be made by February 28 preceding the period required. Officers are granted vacation in accordance with a first come, first serve basis.

-83 If any employee experiences illness or accident during his/her vacation and is hospitalized or presents a physician's statement satisfactory to the Employer that he/she was under the care of a physician, he/she may submit an amended Report of Absence charging the vacation credits to his/her sick leave account.

ARTICLE 15

PERSONAL LEAVE TIME

-84 Personal leave time, with pay, shall be granted annually to each full-time, regular employee on the payroll as of July 1, for the purpose of attending to, of caring for, personal matters during the course of the fiscal year commencing on such date. Effective July 1 of each year employees will accumulate personal leave time in a lump sum according to the following schedule:

Employment date prior to 7/1/84	Employment date after 7/1/84
64 hours	24 hours

-85 The forty (40) hour Personal Leave time adjustment is the former compensatory week as identified and transferred from the Memorandum of Understanding.

-86 It is expressly understood that officers employed after 7/1/84 shall be eligible only for 24 hours of Personal Leave time.

-87 Personal leave time credited to each full-time, continuous employee shall be utilized and charged to that employee in increments of not less than one (1) full hour. The employee shall obtain the approval of his/her Supervisor prior to utilizing any portion of accrued personal leave time.

-88 No carry-over of unused personal leave time from one fiscal year to another shall be allowed. Employees may, however, be compensated, upon request, prior to July 31st of each year for not more than forty (40) hours of personal leave time not used during the previous fiscal year. Such compensation must be requested by March 31 each year and will be at an

employee's straight hourly rate as calculated at the close of the fiscal year. An employee terminating prior to January 1, shall only be eligible for one-half (1/2) of the annual personal leave accrual, to be adjusted on the employee's final payroll check. No portion of the regular 24 hours granted to all employees shall be reimbursable.

-89 An employee may opt to have forty (40) hours of personal leave time (formerly compensatory time) added to their base salary on a one-time basis. The compensation shall be on the basis of a straight-time, hourly rate x forty (40) hours added to the base rate. Any option exercised under this paragraph is an irrevocable decision and constitutes a buy-out for the employee.

-90 The forty (40) hours of personal leave (formerly compensatory time) granted to employees who were employed prior to July 1, 1984, shall not be subject to negotiations without the approval of a majority of those employees receiving the benefit.

ARTICLE 16

OVERTIME

A. Definitions

-91 a) Normal Work Cycle - A normal work cycle for regular full-time Police Officers and Sergeants shall consist of a twenty-eight (28) day cycle of one hundred sixty (160) hours with no more than eight (8) hours per day, not including meals. Eight (8) pass days are granted within every twenty-eight (28) day work cycle for a total of one hundred four (104) pass days each year. There will be no less than two pass days granted consecutively unless requested by the employee and approved by the Employer.

b) Normal Work Week - A normal work week for regular full-time Service Officers shall consist of a seven (7) day cycle of forty (40) hours with no more than eight hours per day, not including meals. Two (2) pass days are granted within each seven (7) day cycle for a total of one hundred four (104) pass days each year. There will be no less than two (2) pass days granted consecutively unless requested by the employee and approved by the Employer.

c) Normal Work Day - A normal work day for regular full-time employees shall be eight (8) hours, unless regularly scheduled otherwise, not including meal periods.

-92 On-Call - The term "on-call" means that situation where an off-duty employee is officially advised by a designated representative that he/she should be prepared to return to duty. The employee being so informed shall then remain at home, or at a location no further from his/her home to the station and which is made known to the department, and be in full control of his/her faculties if ordered to return to duty. The on-call status will be terminated by a return telephone call to the individuals placed on call. Employees who are placed on an on-call status shall be credited at the rate of one-half (1/2) hour compensatory time for each hour or portion of an hour they remain on the on-call status. On-call compensations shall not apply to those employees assigned to task forces and/or investigations.

B. Overtime

-93 Hours worked by employees covered hereby for purposes as determined by management in excess of the normal tour of duty shall be compensated as described in Sections C, D, and E below.

C. Time and One-Half the Straight Hourly Rate

-94 Any routine of two (2) hours or less that is an extension of the employee's normal work day shall be compensated at the one-and-one-half rate. Examples of such work include, but are not limited to, complaint investigations, follow-up investigations, etc.

-95 All hours worked during an emergency situation as declared by the Director or his/her designee. (Example: Riots, demonstrations, on and off Campus; tornados and tornado warnings; power failures; snowstorms; floods, or any other declared emergency.)

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

b) In those situations where an employee is required by the Employer to remain at the University because of an emergency situation, the employee shall receive time and one-half compensation for the time he/she is required to remain at the University.

-96 Routinely scheduled events such as Officers' meetings, qualification shoots, training sessions and other Special Events such as football, basketball, registrations, etc., shall be compensated for at the rate of time and one-half for only the actual time the officer is required to be in attendance or work.

-97 Those individuals designated by the department to instruct in recruit schools or other duly authorized training sessions, while off duty, shall be compensated at the rate of time and one-half for only the actual time they are scheduled to instruct, unless reimbursement is provided to the individual by the training agency.

-98 Officers subpoenaed or directed into court including Probate Court and official hearings, during off-duty hours shall be compensated at the rate of time and one-half their regular hourly rate for the time they actually spend in court. Officers regularly scheduled for first platoon or night jump shift slated to appear within twelve (12) hours after their shift is due to terminate, shall receive a three (3) hour minimum overtime guarantee; all other officers shall receive a two (2) hour minimum overtime guarantee. Where witness fees are provided, such fees shall be submitted to the Employer.

-99 Officers scheduled to work overtime shall be given a minimum four (4) hours notification if the overtime event is to be canceled. If less than four (4) hours notice is given, the Officer shall be paid one (1) hour at the rate of time and one-half. Notice will be considered given with verification that the department attempted to call to give the four (4) hours notice.

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

-100 All hours worked due to call-back immediately preceding the employee's normal work day for only such time actually worked.

-101 Employees who are required to obtain complaints and warrants and validate complaints while off duty shall be compensated at the rate of time and one-half for a minimum of two (2) hours. Note Paragraph -94. However in those instances where an officer is required to obtain complaints and warrants and validate complaints immediately preceding or following his/her tour of duty, he/she shall be compensated at the rate of time and one-half for only the actual time worked.

-102 Officers may request time and one-half compensatory time in lieu of time and one-half pay for overtime hours worked as listed under Section C. These requests must be made through the Deputy Chief or his/her designee and are subject to his or her designee's approval.

E. Other Provisions

-103 No compensation shall be provided for time necessitated by the employee's negligence.

F. Approval of Overtime

-104 All overtime shall be authorized by that shift supervisor who is in charge of the department during the period of time when the overtime is actually worked or the individual officer's immediate supervisor, except under those conditions as described in this Article, Paragraph -94.

-105 The individual officer's immediate supervisor shall have the responsibility of communicating the overtime authorized to the shift supervisor who is in charge of the department during the period when the overtime is actually worked.

G. Pyramiding

-106 Payment for overtime, call-back time, and court appearances (paragraph 98) shall not be duplicated for the same hours worked as heretofore provided.

ARTICLE 17

HOLIDAYS/SPECIAL PASS DAYS

-107 The following holidays (special pass days) are designated by the Employer as: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, the day before or after Christmas Day, and the day before or after New Year's Day which are considered separately each year.

-108 Whenever one of these holidays falls on a Saturday and the employee does not work on this day or on a scheduled day off in the employee's work week and no other day is observed as a holiday by the Employer, the employee will receive an additional day off with pay, the time to be arranged with management. Whenever one of the above holidays falls on Sunday, the following Monday shall be observed as the designated holiday, except for the day before or after

Christmas Day and the day before or after New Year's which shall be considered separately each year.

-109 There will be no holiday pay when:

- a) An employee is absent on the working day immediately preceding or immediately following the holiday, unless his/her absence is excused.
- b) The employee is on leave of absence without pay, on layoff, or Regular Workers' Compensation.
- c) A holiday falls during a vacation period preceding termination (except when an employee is retiring).

-110 If the employee works on a University designated holiday as set forth in paragraph 107, he/she shall be paid double time for all hours worked and in addition thereto, be granted a "special pass day" to be scheduled at another time.

-111 When a University designated holiday falls on a Monday or Friday, employees not scheduled to work that holiday shall also be scheduled off for the weekend which immediately precedes or follows the holiday itself to the extent practicable as determined by the Shift Commander.

-112 An employee who is on vacation or sickness and disability leave with pay when a holiday occurs will be paid for the holiday and no charge will be made against accrued vacation or sick leave credits.

ARTICLE 18

LONGEVITY PAY

-113 All regular full-time employees of the Employer shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment.

-114 Longevity Year - The longevity year is defined as the twelve month period beginning October 1 of each year and ending September 30. For longevity payment purposes only, a year of continuous full-time service is defined as any longevity year in which the employee is actively employed for at least 39 calendar weeks (273 calendar days).

-115 Longevity pay shall be computed as a percentage of the employee's annual base rate of pay, but not to exceed the schedule. Base rate of pay shall be that rate which an employee is being paid on September 1 prior to payment. If an employee is not on the payroll as of September 1, the rate to be used will be the rate upon his/her return. Base rate of pay shall not include overtime or premium pay.

-116 Initial Eligibility - The last date of hire as a full-time employee will be used as the normal longevity date. To qualify for the first longevity payment, an employee must have completed six years of full-time continuous service as of October 1 of any year. To qualify for initial eligibility, the employee must have been on active full-time employment for a least 39 calendar week (273 calendar days) for six consecutive years and an employee on October 1. Periods of active full-

time employment of less than 39 calendar weeks will be counted toward the employee's years of continuous service.

-117 Continuing Eligibility - After establishing initial eligibility employees must be actively employed full-time for 39 calendar weeks (273 calendar days) during the longevity year and an employee as of October 1 to receive the longevity payment on December 1. Periods of active employment of less than 39 calendar weeks, while not qualifying the employee for payment of longevity, shall be counted toward the employee's years of continuous service.

-118 Payments to employees who are eligible each October 1 will be paid on December 1. No longevity payment as shown in the schedule following shall be made for that portion of an employee's regular wage which is in excess of \$9,500.

-119 Longevity Pay Schedule:

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

ARTICLE 19

HEALTH-DENTAL CARE COVERAGE

-120 Health care programs for the life of this agreement are subject to the 2014 Memorandum of Understanding between Michigan State University and the MSU Coalition of Labor Organizations (MSU/Coalition Memorandum).

-121 If coverage is desired, newly hired regular employees may enroll for health insurance coverage within sixty (60) days of their employment date. Upon the establishment of eligibility and enrollment for the health care coverage selected by the employee, the Employer will contribute toward the monthly premium costs as outlined in the MSU Coalition Memorandum.

-122 Regular full-time employees are provided a dental program.

ARTICLE 20

EMPLOYEE PAID LIFE PLAN

-123 If coverage is desired, the University will make available to regular employees a group life plan. The plan is entirely funded from employee premiums, and rates are subject to future group experience. The coverage has no cash or loan value.

-124 Participation in the plan is optional. However, if enrollment does not take place within 60 days of employment, the employee forfeits the right to participate at a later time without submitting satisfactory evidence of insurability.

ARTICLE 21

SICK LEAVE

-125 Full-time employees accrue leave credits at the rate of four (4) hours for each two (2) weeks of service. Employees may use sick leave after they have completed their first month of service. Maximum accrual is 1,400 hours.

-126 Sick leave shall be available for use by employees for the following purposes:

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

-127 All employees shall accumulate sick leave from the date they are hired.

-128 A regular full-time employee with ninety (90) days of continuous service who suffers injury compensable under the Workers' Compensation Act shall continue to receive his/her regular rate for time lost during the first seven (7) days not covered by the Workers' Compensation Act provided he/she follows the instructions of the physician designated by the University Physician, and provided he/she returns to work not later than the time recommended by the physician designated by the University Physician. Following the first seven (7) days, such employee shall be paid the difference between his/her regular wages and payment received under provisions of the Act, to be deducted from accumulated sick leave until his/her sick leave is exhausted. Should an employee recover sufficiently to return to work, the University will attempt to reassign the employee a job based upon his/her work abilities, experience and qualifications.

-129 Employees who have exhausted their sick leave credit and are still unable to return to work may, as an option, continue to receive their pay by using their accrued vacation credit.

-130 Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

-131 Employees who leave to enter the Armed Services of the United States under provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Employer, have available any unused sick leave previously earned; provided that such reemployment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

-132 An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/She cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

-133 Each Supervisor shall be responsible for reviewing employee requests for sick leave and determining their validity, and may request a statement from a personal physician concerning his/her disability.

-134 All payments for sick leave shall be made at the employee's base rate of pay.

-135 An employee may use accrued sick leave credits not to exceed twenty-four (24) hours in a fiscal year for the illness of a member of the immediate family as defined in paragraph 139, or a member of the employee's household. An additional forty (40) hours may be used for the care of dependent children, spouse, parents, or a member of the household who are ill. The total number of hours shall not exceed sixty-four (64).

-136 The Employer, for cause, may direct an employee to go on sick leave.

ARTICLE 22

MEDICAL DISPUTE

-137 In the event of a dispute involving any employee's ability to perform his/her job on his/her return to work at the University from a layoff or leave of absence of any kind and the employee is not satisfied with the determination of the University's physician, he/she may submit a report from a medical doctor of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Lodge, the University's physician and the employee's doctor shall agree upon a third medical doctor to submit a report to the Employer and the employee, and the decision of such third party will be binding on both parties. The expense of the report of the third party shall be shared equally by the Employer and the employee.

ARTICLE 23

FUNERAL LEAVE

-138 If death occurs among members of an employee's immediate family, the employee will be excused from work to attend the funeral and make other necessary arrangements without loss of pay from the day of death until the day after the funeral (including both the day of the death and the day after the funeral). Employees will be paid for the number of scheduled working days excused up to a maximum of three (3) days).

-139 Definition of the Employee's Immediate Family – The employee's immediate family shall be interpreted as including spouse, child, stepchild, parents, legal guardian, sister, brother, brother-in-law, sister-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, grandchild, stepparents, half brother, half sister, stepbrother, and stepsister.

-140 One day, the day of the funeral, is allowed in the case of the death of an employee's or spouse's uncle, aunt, nephew, niece, or member of the employee's household. (For the purpose of this article, "aunt" shall include the uncle's wife and "uncle" shall include the aunt's husband.).

Up to two (2) additional days of accrued vacation, personal leave or compensatory time may be used in the case of the death of a member of the employee's household. Should such leave be exhausted, unpaid leave may be used.

-141 Permission will be granted to a reasonable number of employees in a unit who wish to attend the funeral of a fellow employee or former employee, provided they return to work after the funeral. Employees who serve as pallbearers at a funeral of a fellow employee or former employee will be paid during the time they must be off the job.

-142 If scheduling permits, permission will be granted to a maximum of two (2) on-duty employees for one (1) regularly scheduled day, utilizing a department vehicle if available, to attend the funeral of a police officer killed in the line of duty anywhere in the State of Michigan.

ARTICLE 24

LEAVE FOR LODGE CONFERENCES OR CONVENTIONS

-143 The Employer will grant leaves of absence with pay to Lodge members of the bargaining unit of the Fraternal Order of Police for the following functions:

- a) Two (2) persons for five (5) days every other calendar year to attend FOP national meetings. Two (2) pass days will be granted at the beginning and two (2) pass days at the end of the requested period, upon request.
- b) Two (2) persons for three (3) days to attend the FOP State of Michigan meeting each calendar year. One (1) pass day will be granted at the beginning and one (1) pass day at the end of the requested period, upon request.

-144 Requests for such leave shall be filed in writing with the Director of the Michigan State University Police Department, or his representative, by the 5th day of the month preceding the month in which the leave is desired.

ARTICLE 25

BASIC LIFE PLAN

-145 The Employer will provide, at no employee cost, a fully paid life plan to all regular full-time employees at the time of hire.

-146 This program will provide a life insurance benefit in the case of death of an eligible employee on active duty status (including leaves of absence of 180 days or less) equal to one year's annual base salary or wage (i.e., basic hourly rate times 2080).

-147 The employee may designate a beneficiary if desired; if none is designated the basic life insurance benefit payment will be made to the beneficiary under the Employee Paid Life Program if enrolled; otherwise payment will be made as defined by the life insurance contract.

ARTICLE 26

EXTENDED DISABILITY PLAN

-148 Eligibility - Regular full-time employees with at least five (5) years of continuous full-time employment are eligible for extended disability leave.

-149 Usage - In cases which are expected to result in total disability (as defined in LTD master contract), eligible employees will be granted extended disability leave with full pay and benefits for up to six months or until all accruals are exhausted, whichever occurs later. This leave will include the aggregate of accumulated sick leave, vacation and personal time to the extent these benefits are due the employee. The total aggregate of all paid leaves, when used for total disability will specifically end in six (6) months or when the total aggregate of all paid leaves is exhausted, whichever occurs later. Employee agrees to repay the University all Extended Disability Leave benefits paid if Employee does not receive Long-Term Disability benefits.

ARTICLE 27

LONG-TERM DISABILITY PLAN

-150 A University-paid Long-Term Disability plan will be provided for all regular full-time employees.

-151 After a 180 day disability waiting period, the Long-Term Disability program provides for a continuation of the monthly wage equal to 60% of the monthly base salary, up to a maximum monthly benefit of \$15,000 (including any offsets stipulated in the master contract, e.g. benefits from social security or Workers' Compensation). The Long-Term Disability program includes a 3% cost of living rider and a \$50 per month minimum benefit.

-152 The Long-Term Disability program also pays the employee's 5% contribution and the University's 10% contribution to the MSU 403(b) Retirement Plan.

-153 If disability commences at or prior to age 60, benefits are payable under this program to age 65, recovery or death, whichever occurs first. If the total disability starts on or after age 60 but less than 65, benefits are paid for 4 ½ years, until recovery or death whichever occurs first. If disability occurs after age 65 but less than 69, benefits continue to age 70, recovery or death, whichever occurs first. If total disability starts at age 69 or over, benefits continue for one year, recovery or death, whichever occurs first. When LTD benefits cease as described above, the employee may begin to receive his/her retirement benefits.

-154 At the University's expense, a disabled employee may continue to participate in the employee paid life, health care and dental programs, if the employee is not on the active payroll.

-155 The employee should contact the Benefits Office for information on Long-Term Disability benefits as soon as it appears that he/she may be off work for 180 days or more.

ARTICLE 28

RETIREMENT BENEFITS

-156 Employees hired prior to July 1, 2002 and meeting the minimum retirement requirements will remain eligible to maintain group health and dental care for the employee, spouse and dependents and receive the employer's proportional contribution toward the lowest cost MSU health care and dental plan.

-157 Employees hired prior to July 1, 2002 and meeting the minimum retirement requirements on or before January 1, 2009 and who identified another eligible individual prior to January 1, 2009, will be eligible to maintain group health and dental care for the other eligible individual and receive the employer's proportional contribution toward the lowest cost MSU health care and dental plan.

-158 Retiree health care and dental plan coverage for regular employees hired on or after July 1, 2002, but prior to July 1, 2010.

- a) Upon official retirement from MSU, an official retiree may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees. MSU will contribute, only for the official MSU retiree, 100% of the University contribution (excluding any Medicare premiums) toward the lowest cost MSU health care and dental plan. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, other eligible individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.
- b) In the event of the death of an official MSU retiree, or an employee who meets the requirements to be an official MSU retiree, the surviving spouse, other eligible individual, and/or dependent(s), if any, may continue health care and dental plan coverage through MSU by paying the full applicable premium cost.
 - 1) If there is no surviving spouse or other eligible individual, eligible dependents may elect Cobra continuation coverage, if applicable.
 - 2) The surviving spouse or other eligible individual cannot subsequently add a new spouse or other eligible individual and/or dependent(s) to their MSU health care and dental plan coverage.

-159 Employer contributions for retiree health and dental plan coverage are not provided for employees hired on or after July 1, 2010. Upon official retirement from MSU, an official retiree hired on or after July 1, 2010 may then enroll (or continue enrollment) in the health care and dental plan coverage available to MSU retirees at the employee's expense. Enrollment in MSU health care and dental plan coverage may be continued for any eligible spouse, other eligible individual and/or dependent(s) if the official MSU retiree pays the full applicable premium cost for the coverage.

-160 Effective January 1, 2013, for benefits eligible employees hired on or after July 1, 2010 the University will, upon hire, contribute 0.5 % (one-half percent) of the employee's retirement eligible earnings into a separate employer contribution account within the existing MSU 403(b) Retirement Plan on a pay period basis until one hundred twenty (120) vacation service months are reached; after one hundred twenty (120) vacation service months the University's contribution increases to 0.75% (three-quarter percent) of retirement eligible earnings.

- a) MSU's contributions will be deposited into a default investment fund initially at an MSU designated retirement vendor; the employee can redirect to fund(s) of their choice by selecting from core options available in the 403(b) Retirement Plan including the brokerage accounts. Additional information on the default and optional investments is available at https://www.hr.msu.edu/benefits/retirement/documents/Retirement_Enrollment_Guide.pdf.
- b) Effective July 1, 2015, the accumulated account balance will become 100% vested immediately.

-161 Basic information about the University's 403(b) Retirement Plan is found in a memorandum of understanding at the back of this agreement. Complete details concerning the provision of the University's 403(b) Retirement Plan applicable to this bargaining unit are outlined in a brochure which may be obtained from the Benefits office. The plan shall be available to members of the bargaining unit upon employment and participation will be compulsory for employees who have attained age thirty-five (35) and have two (2) years of service.

-162 Mandatory Age - Termination or retirement shall be compulsory on the first day of the month following attainment of age 70.

-163 University Retirement Defined - University retirement shall be defined as 1) attainment of age 62 with 15 years of continuous full-time employment, or 2) at any age with 25 years of continuous full-time employment.

-164 An employee who retires under the definition in paragraph 163 shall be paid for fifty (50) percent of his/her unused sick leave, but not to exceed a maximum of fifty (50) percent of one thousand two hundred (1,200) hours, as of the effective date of separation.

-165 An employee who does not meet the definition of University Retirement in paragraph 163 but has at least five (5) years, but less than ten (10) years of continuous service and has attained 65 years of age at the time of his/her separation shall be paid fifty (50) percent of his/her unused sick leave as of the effective date of separation. An employee who does not meet the definition of University Retirement in paragraph 163 but has at least ten (10) years of continuous service and has attained 65 years of age at the time of his/her separation shall be paid one hundred (100) percent of his/her unused sick leave as of the effective date of separation but not to exceed a maximum of one thousand (1,000) hours unless he/she has received a University contribution to the MSU 403(b) Retirement Plan, in which case he/she shall be paid as in paragraph 164.

-166 Prorated longevity payments shall be made to those employees who retire under the definition of University Retirement in paragraph 163 prior to October first of any year. This also applies to those employees not under the definition of University Retirement in paragraph 163 but who are 65 years of age at the time of their separation. Such prorated payments as indicated above shall be based on the number of calendar months of full-time service credited to an employee from the preceding October first to the date of retirement or separation and shall be made as soon as practicable thereafter.

ARTICLE 29

UNIFORMS

- 167 A. In the selection, procurement and issuance of uniforms, the Employer will give due consideration to the items, numbers, materials and quality consistent with the needs, use, function and responsibility of the officer.
- B. The Employer will supply all police officers with "Uniform Boots." These "Uniform Boots" will be replaced by the Employer as needed consistent with the procedures for replacement of other Employer supplied equipment.
- 168 The University will be responsible for and pay for the dry cleaning of issued uniforms.

ARTICLE 30

AUTOMOBILES AND EQUIPMENT

- 169 In the procurement of motor vehicles for patrol purposes the Employer shall use best efforts to secure automobiles and equipment of quality, design and construction commensurate with the function and responsibility to be performed and reasonably related to the safety of the officer involved.
- 170 The Employer agrees to meet and confer with the Division President or his/her designee regarding specifications for new vehicles for patrol use.
- 171 At the time of fleet changeover, administrative vehicles will be placed, wherever possible, into non-patrol functions.

ARTICLE 31

LIABILITY INSURANCE

- 172 It is the policy of the institution to support its officers, faculty and staff in the performance of their official duties to support students and volunteers and when performing services arising out of their employment with and under the direction or approval of the University. The services and duties described herein include but are not limited to participation in a wide range of University committees, panels and boards. Should the above identified parties become involved in litigation because of such activities, the University will assume their defense, provide legal counsel and satisfy resulting judgments against them.
- 173 Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to have become a self-insurer, and will protect said employees in the same manner and on the same terms and conditions as if it had secured the liability insurance coverage.

ARTICLE 32

EDUCATIONAL ASSISTANCE

- 174 Full-time employees may apply for reimbursement or tuition waiver¹. As specified below:
- a) For graduate courses at MSU or other Michigan-based institutions, fifty percent (50%) of the MSU graduate maximum level tuition rate per graduate credit taken
 - b) For undergraduate courses at MSU or other michigan-based institutions that are required as part of a graduate degree program, fifty percent (50%) of the MSU upper division undergraduate tuition rate per undergraduate credit taken
 - c) Registration fees, course fees, lab fees, books and other course materials charged by the institution are the responsibility of the student.
 - d) Total credits shall not exceed sixteen (16) credits per academic year, which are job related or promote professional development, under the educational assistance program.
- 175 In order to be eligible for this benefit, employees must meet the following provisions:
- a) Completion of 12 continuous full-time equivalent service months with the Michigan State University police department or completion of probation prior to the first day that classes begin at the institution.
 - 1) Reimbursement: Approval of the graduate credit course(s) (or undergraduate credit course(s) required as part of a graduate degree program) by the department administrator or designee and submission of Educational Assistance Application to MSU Human Resources, five (5) working days prior to the first day classes begin at the institution.
 - 2) Waiver: Approval of the graduate credit course(s) (or undergraduate credit course(s) required as part of a graduate degree program) by the department administrator or designee, and submission of the Educational Assistance Application to MSU Human Resources thirty (30) days prior to the enrollment billing date set by the Fees and Scholarships Office.
 - b) Completion of the graduate credit course(s) (or undergraduate credit course(s) required as part of a graduate degree program) at an accredited college or university with a 2.0 or better grade.
 - c) Reimbursement for undergraduate credit courses not required as part of a graduate degree program, credit courses taken through primarily online institutions and, credit courses taken through non-Michigan based institutions shall not be covered.
- 176 There shall be no released time from the work schedule to attend class.

¹ Note: The changes to this provision were imposed by the University on October 16, 2012. The union did not file an Unfair Labor Practice charge concerning the imposition, thus the provision applies to employees in the unit.

-177 Reimbursement - To receive reimbursement, the employee shall submit evidence that he/she has successfully completed the course to HRD.

-178 Tuition Waiver for MSU graduate credit courses (or undergraduate credit course(s) required as part of a graduate degree program):

- a) Bargaining unit members who are eligible for educational assistance shall be eligible for a tuition waiver program. This tuition waiver program will be applicable only to those MSU graduate courses (or undergraduate credit course(s) required as part of a graduate degree program) enrolled in through the University's on-campus enrollment procedure. As a condition of tuition waiver, an employee must sign an agreement authorizing payroll deduction for the amount of tuition waived to be used in the event she/he does not successfully complete the course(s).
- b) Employees interested in utilizing the tuition waiver program must submit their educational assistance application complete with departmental approval to MSU Human Resources 30 days prior to the semester billing date set by the Fees and Scholarships office. The application must be marked with a request for tuition waiver.
- c) If the above timelines are met and the educational assistance application is approved, MSU Human Resources will forward a list of employees eligible for tuition waiver to the Fees and Scholarship Office and to the Lodge.
- d) Employees will be responsible for all charges in excess of fifty percent (50%) of the MSU graduate maximum level tuition rate per graduate credit taken
- e) Employees will be responsible for all charges in excess of fifty percent (50%) of the MSU upper division undergraduate tuition rate for undergraduate credit course(s) required as part of a graduate degree program.
- f) Registration fees, course fees, lab fees, books and other course materials charged by the institution are the responsibility of the student.
- g) The sum of graduate and undergraduate credits waived shall not exceed sixteen (16) per academic year.
- h) Employees who have had their tuition waived will authorize MSU Human Resources to verify completion of approved courses with Enrollment Services upon application for waiver. In cases where tuition waivers are withdrawn (e.g., terminated employee, non-approved course, unsuccessful completion), the Union agrees that the University will payroll deduct the waived tuition.

-179 If the employee is covered by benefits such as scholarships or fellowship aid, government aid, G.I. bill benefits, or similar assistance, reimbursement will be made only for that portion of the tuition fee which exceeds the amount of those benefits. Employees are expected to seek compensation or reimbursement from non-University funds when eligible and where conditions are equal to or better than University benefits.

-180 Educational assistance will terminate on the employee's last day of active employment. An employee must complete a course as an active employee in order to receive tuition reimbursement.

-181 Course Fee Courtesy Program - Employees with 60 continuous full-time equivalent service months are eligible under the Course-Fee Courtesy Program as it is provided to the faculty of the University.

ARTICLE 33

WAGES

-182 Effective July 1, 2015, the base salary for each employee in the bargaining unit shall be as follows.

	<u>PO</u>
VII	\$50,357
VI	\$55,229
V	\$57,829
IV	\$60,544
III	\$65,643
II	\$67,077
I	\$68,286

-183 Effective July 1 of 2016, 2017, and 2018, the base salary increase for each employee in the bargaining unit will be based on the Memorandum of Understanding between Michigan State University and the Coalition of Labor Organizations, which was separately ratified and signed by Lodge 141 FOP Non-Supervisory Division in January 2014.

-184 This Agreement shall be effective from and after July 1, 2015, until and including June 30, 2019, with respect to all provisions of this Agreement.

-185 Specialist Positions: Employees who are assigned to positions outside of the Patrol Division shall receive a temporary supplement to their base salary in the amount of \$2,000 per year for the duration of their specialist assignment. This does not include Uniform Patrol officers temporarily assigned to alternative assignments due to light duty.

ARTICLE 34

SAVINGS CLAUSE

-186 If any provision of this Agreement, or any supplement thereto, is found invalid by operation of law or by any board or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Lodge at the request of either party, shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision or supplement.

ARTICLE 35

TERMS OF THIS AGREEMENT

-187 Ratification - The Employer's Negotiating Committee shall submit to, and shall recommend that the University ratify this Agreement only after the Lodge submits this Agreement to, and receives ratification by the employees within the bargaining unit, and the Employer's Director of Employee Relations receives from the Lodge, written notification thereof.

-188 Effective and Termination Dates - This Agreement shall become effective, subject to the ratification process explained in paragraph 187 of this Article, on the 1st day of July, 2015, and it shall continue in full force and effect until 11:59 p.m. on the 30th day of June, 2019, and for successive annual periods thereafter unless, not more than one hundred-eighty (180) days, but at least sixty (60) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, and such written notice shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of a desire to terminate.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS

_____ DAY OF _____, 2015

FOR THE LODGE

Dave Isabell, President
Fraternal Order of Police Lodge #141

Andrew Rathbun, Vice President
Fraternal Order of Police Lodge #141

Thomas Krug, Executive Director
Fraternal Order of Police Lodge #141

Steven T. Lett, Attorney
Fraternal Order of Police Lodge #141

FOR THE EMPLOYER

Dr. Satish Udpa, Executive Vice President
for Administrative Services

Sharon E. Butler, Assistant Vice President
Human Resources

James D. Nash, Director
Office of Employee Relations

James Dunlap, Police Chief and Director
MSU Police

Doug Monette, Captain
MSU Police

Kelly Roudebush, Captain
MSU Police

Amy B. Holda, Employee Relations
Manager
Office of Employee Relations

Katheryn L. Elliott, Employee Relations
Manager
Office of Employee Relations

Michelle Rutkowski, Employee Relations
Professional
Office of Employee Relations

MICHIGAN STATE UNIVERSITY

MEMORANDUM OF UNDERSTANDING

In the agreement between Michigan State University, hereinafter referred to as the "Employer" and Lodge 141, of the Fraternal Order of Police, Michigan State University Non-Supervisory Division, hereinafter referred to as the "Lodge" and for the period commencing July 1, 1991, the parties further agree as follows:

- A. The department will equip its fully-marked patrol cars with appropriate safety equipment:
- B. Officers may arrange use of the Intramural Building facilities with that person responsible for the building. Such arrangements shall be between the individual officer and I.M. Building Management.
- C. Any member of the negotiating committee who is unable to obtain sufficient sleep between scheduled duty time due to negotiating, may request of the shift supervisor to be excused from the shift, until sufficient sleep can be acquired at which time the employee may be rescheduled to make up the time lost.
- D. The University will grant the president and vice president of the Michigan State University Division two (2) Union release days per year each to attend to division business. Requests for Union release shall be submitted a minimum of six (6) weeks in advance. Said requests are subject to management approval.
- E. The University will grant the president or his/her designee of the Michigan State University Non-Supervisory Division a total of ten (10) hours per calendar month non-cumulative to be excused from duty with pay to be taken in increments of no less than one (1) hour to attend to Lodge 141 business provided prior approval is obtained from their supervisor.
- F. Any adjustments in the program or University contribution amounts for the Administrative-Professional employees in the following Insurance and Benefit programs during the term of this Agreement shall automatically be extended to members of this bargaining unit.
 - 1. Employee Paid Life Plan
 - 2. Longevity
 - 3. Expanded Life Plan
 - 4. Long-Term Disability Plan
 - 5. Base Retirement Program



Human Resources

Employee Relations

Michigan State University
Nisbet Building
1407 S. Harrison, Suite 240
East Lansing, MI
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Fax: 517-353-3523
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6. Extended Disability Plan

7. Dental Program

- G. Should the Employer provide Optical Insurance to any bargaining unit at Michigan State University, that coverage shall be automatically extended to members of the Lodge.
- H. Should the University, for whatever reason, deem it necessary to specify an off-duty handgun, the University will issue such a gun. Should a sworn officer carry a handgun off duty, the officer must carry a University issued two (2) inch handgun. However, an officer may elect to carry his/her own handgun other than the department-issued handgun if the following criteria are met: (1) the handgun must be a comparable caliber and must be approved by the department; (2) the officer must qualify for training on his/her own time; and (3) the officer must use his/her own ammunition which must be approved by the department, unless their personal weapon chambers departmental ammunition.
- I. Should the University provide Administrative-Professional employees with any additional University designated holidays, not already described in Article 17, these holidays shall be extended to the members of the Lodge.
- J. When it becomes necessary to provide members of the bargaining unit with meals because of the nature of their particular work assignment, the Employer shall compensate employees for meals purchased, not to exceed 1/4 hour of the employee's overtime rate for six (6) hours or more of overtime worked and an additional 1/4 hour at the employee's overtime rate for ten (10) hours or more of overtime worked.
- K. Employees who become parents of or who adopt a child shall be entitled to an unpaid parental or adoption leave of up to three (3) months to commence on or before the date of birth or the date of adoption, as determined by the employee.
- L. An employee shall be granted a maternity leave of absence upon the submission of a letter from a physician giving the projected delivery date. MSU Human Resources will not require further medical documentation covering absences for a pregnancy when it occurs within a period of four weeks before the projected delivery date and eight (8) weeks following the delivery date. Beyond these periods, a statement will be required from the employee's physician stating the reasons for the requested leave extension. Leaves associated with pregnancy may be either with or without pay, depending on an employee's accumulated sick and/or vacation leave.
- M. The Employer will pay a special clothing allowance of \$300.00 to an employee who officially notifies the Employer of pregnancy and remains on duty to within four weeks of the projected delivery date. This payment will be made when the employee receives a light duty assignment. Exceptions may be made to this provision for reasons acceptable to the Employer.

- N. MSU Police Department policies will be amended to reflect an Employee's option to either use accrued vacation, personal or compensatory time or to flex the start and end time of subsequent shift to accommodate requirement that an officer have an uninterrupted eight hours off-duty if previous shift exceeded eighteen hours.

FOR THE UNIVERSITY

FOR THE UNION

James D. Nash
Director, Employee Relations

David Isabell
President, Lodge 141 FOP
Non-Supervisory Division

Date _____

Date _____

This Memorandum of Understanding amended pursuant to negotiations in 1988. Specifically, former paragraphs B and D were deleted, and the remaining paragraphs were correctly, sequentially labeled.

This Memorandum of Understanding amended pursuant to negotiations in 1994/1995. Specifically, reference to the Board of Trustees was deleted, and the cross reference in paragraph E correctly labeled.

This Memorandum of Understanding amended pursuant to negotiations in 1997. Specifically, former paragraph A was deleted, the remaining paragraphs were correctly, sequentially labeled, and the special clothing allowance in paragraph M was increased to \$300.00.

This Memorandum of Understanding amended pursuant to negotiations in 2015. Specifically, itemized list of safety equipment removed from paragraph A and 'Health Care Coverage' was removed from paragraph F.1. Paragraph D amended to include released time for Vice-President and Paragraph N was added.

MICHIGAN STATE
UNIVERSITY

Memorandum of Understanding
Between
Michigan State University,
The Employer
And
The Fraternal Order of Police
Capital City Lodge #141
Michigan State University
Non-Supervisory Division

RE: Twelve (12) Hour Work Shifts for
Non-Supervisory Division

For the term of this Agreement, the following shall modify the terms of the Collective Bargaining Agreement.

1. ARTICLE 16 - Overtime

A. Definitions

-91a. Normal Work Cycle – A normal work cycle for regular full-time Police Officers, not including Officers with an active K-9, shall consist of three consecutive (3) twenty-eight (28) day cycles. During two of these consecutive twenty-eight (28) day cycles, an employee will be required to work thirteen (13), twelve (12) hour days with fifteen (15) days as designated pay days. The remaining twenty-eight (28) day cycle, the employee will be required to work fourteen (14) days, with 14 days as designated pass days.

The cycle where as the employee will work 14 days instead of 13 days, will be the right of Management to determine. An officer will only be required to work one (1) cycle of 14 days in a three (3) twenty-eight (28) day cycle.

Officers assigned to the K-9 unit who require two (2) training days during each twenty-eight (28) day cycle, will be required to work twelve (12) shifts consisting of twelve (12) continuous hours, and two (2) shifts of eight (8) continuous hours. The two (2) designated eight (8) hour shifts are for training purposes. There will be no less than two pass days granted consecutively unless requested by the employee and approved by the Employer.

c. Normal Work Day – A normal workday for regular full-time employees shall be twelve (12) hours, unless regularly scheduled otherwise, not including meal periods.



**Human
Resources**

Employee Relations

Michigan State University
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www.hr.msu.edu

2. Overtime – Overtime compensation shall continue to be due for time worked in excess of a normal scheduled work day, (12 as noted above in Article 16 Overtime)
3. Hours Worked – The starting and quitting times of the trial twelve (12) hour shift will be:

Days: 0600 to 1800
Midnights: 1800 to 0600
4. Both parties understand that this does not limit or change the rights of Management to establish starting and quitting times and work schedules.
5. Training Days – Training days are normally scheduled on an eight (8) hour day basis. Both parties recognize that an employee may need to finish their duty day on shift after their eight-hour training ends at eight (8) hours. (This will most likely occur when training is scheduled at MSUPD.) If an employee is scheduled for a training day during the trial period, the employee may be allowed, upon Management approval, to offset the time lost by:
 - a. Using accumulate time such as comp time, vacation, personal, exclusive of sick leave, for each of the scheduled training days, or:
 - b. Use one (1) less leave day for the work cycle if training consists of three (3) or 8-hour days in a 28-day cycle.
 - c. Employees who are active members of the K-9 unit will work twelve (12) shifts of twelve hours and two (2) training days of eight (8) hours during a twenty-eight (28) day work cycle.
6. Special Assignment – There may be times when Management will supplement Special Event positions with officers working on shift. This arrangement will be at the discretion of Management.

POLICY and PROCEDURES:

Order Number: 97-209

Section: Administration

Index Number: ADM09

Both parties agree, ADM09 of policy and procedures will be impacted by the extra amount of pass days afforded to each employee. Because pass days increase significantly, the following will be used temporarily during the term of this Agreement:

- a. Generally speaking, only the following circumstances shall relieve an officer from the Special Event assignment process:
 1. If an officer has been granted leave, and the officer has used three (3) vacation days and the total consecutive days off is either (8) or greater.

Furthermore, for any benefits or employment conditions not specifically covered, herein, but which are impacted by the change in work day during this trial period resulting from this Memorandum of Understanding, it is the parties' understanding and intent that appropriate adjustments will be made consistent with the above examples, and consistent with the

philosophy that neither Management nor any employee should be unduly enriched or handicapped by an adjustment based on the schedule change.

FOR THE UNIVERSITY

FOR THE UNION

James D. Nash
Director, Employee Relations

David Isabell
President, Lodge 141 FOP
Non-Supervisory Division

Date_____

Date_____

James Dunlap
Police Chief and Director
MSU Police Department

Date_____

Original agreement date: March 5, 2008, Renewal dates: 2011, 2015*

*Modified by date and signatories only.

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