

MichiganTech

Michigan Technological University
Houghton, MI 49931

POA

Police Officers = Association

2011 - 2012



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AGREEMENT

This Agreement is made and entered into this 26th day of June, 2011, effective on July 1, 2011, between Michigan Technological University, hereinafter referred to as the University, and the Michigan Technological University Police Officers Association, hereinafter referred to as the Association.

PURPOSE

The purpose of this Agreement is to set forth terms and conditions of employment, such as wages, hours, and working conditions; to establish the machinery for collective bargaining; and to promote orderly and peaceful labor relations between the University and its employees. To the above end, it is the intent of the parties to abide by the terms of this Agreement at all times.

SECTION I
RECOGNITION AND SCOPE OF AGREEMENT

A. Recognition.

The University recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment of all those employees of the University included in the bargaining unit as found appropriate in Case No. R92 E-131 (full-time and part-time employees), excluding executive, administrative, professional, academic, and supervisory personnel; student employees; temporary employees; and those employees in other recognized bargaining units.

B. Bargaining Unit Work.

1. The Association shall have sole collective bargaining jurisdiction over all work within each of the positions covered by this Agreement and members of the Association shall have the right to perform the duties and responsibilities for each position covered by this Agreement. It is recognized that certain duties which are the same or similar to that which is performed by employees in the bargaining unit has and may continue to be performed by individuals who are excluded from the bargaining unit.
2. Additionally, non-bargaining personnel may perform work in any of these positions temporarily, in emergencies, for special events, or for the purpose of training, but not on any regular or scheduled basis and such work should not eliminate an existing position covered by this agreement. It is understood that supervisory, administrative, and student employees will not be used to replace an existing bargaining unit employee on a permanent basis or deprive overtime opportunities for bargaining unit members.

C. Full and Part-time Employees.

For the purpose of this Agreement, a full-time employee is an employee who is normally scheduled to work an eighty (80) hour work period on a non-temporary basis. A part-time employee is an employee who is normally scheduled to work less than an eighty (80) hour work period on a non-temporary basis.

D. Amendment.

This Agreement may be amended or supplemented only by further written agreement between the parties. A party desiring amendment or supplementation of this Agreement will notify the other party in writing, stating the substance of the amendment or supplement desired, but the other party will not be obligated to agree to any proposed amendment or supplement.

SECTION 2
MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the University. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and functions include but are not limited to (1) full and exclusive control of the management of the University, the supervision of all operations, the methods, processes, means, and personnel by which any and all work will be performed, the control of the property and the composition, assignment, direction, and determination of the size and type of its working forces; (2) the right to change or introduce new and improved operations, methods, processes, means, or facilities, and the right to determine whether and to what extent work shall be performed by employees; (3) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (4) the right to have affected employees tested when mandated by federal or state regulations; (5) the right to hire, establish and change work schedules, set hours of work, establish classifications, promote, demote, transfer, release, and lay off employees; and (6) the right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause, and otherwise to maintain an orderly, effective, and efficient operation.

SECTION 3
CONFORMITY TO LAW

- A. This Agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the University, the Association, and employees in the Bargaining Unit.
- B. In those instances where any state or federal law is contested, the provisions of that law shall be binding upon the parties until such time as a court of competent appellate jurisdiction declares it to be unconstitutional and of no legal effect.
- C. In the event that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative. The parties shall meet for the purpose of rewriting directly affected provisions of this contract, and those provisions only. However, all other provisions of this Agreement shall continue in effect and such court determination shall not affect any other portion of this Agreement.
- D. The parties to this contract share a commitment to equal opportunity and affirmative action. Should it become evident that particular provisions of the contract are preventing the successful implementation of the University's Affirmative Action Plan as it relates to the filling of vacancies in positions covered by this contract, the parties to this contract will meet to discuss and attempt to resolve these problems.
- E. The Association and the University agree that the terms of this collective bargaining agreement shall be applied without regard to race, religion, color, national origin, age, sex, height, weight, sexual orientation, or marital status.

SECTION 4
ASSOCIATION SECURITY

A. Association Membership.

As a condition of employment, each employee in the Bargaining Unit on or before the 30th day after the effective date of this Agreement or on or before the 30th day after employment in the Bargaining Unit, whichever is later, and monthly thereafter, shall tender to the Association either periodic and uniformly required association dues, or in the alternative, service fees as designated by the Association.

B. Negotiations.

The Association President and Director of Human Resources will determine the amount of release time necessary for the Association President to negotiate. Officers, who are scheduled to work during the hours of negotiations, are welcome to attend but will be on-call. The University will make reasonable efforts to hold contract negotiations at times when the employee committee members are not scheduled on duty or to rearrange the work schedule so as to have them off duty during such negotiations to avoid short shifts.

SECTION 5
CHECKOFF

- A. The University, at the time of hire, rehire, reinstatement, or transfer of an employee into the Bargaining Unit, shall apprise the prospective employee of this Section's provision and shall present to him/her an application for membership and an authorization for check off of dues supplied by the Association. If the employee desires to join the Association, he/she shall complete both the application for membership and the authorization for check off of dues. If the employee does not desire to join the Association, he/she shall complete only the authorization for check off of dues so that the Association may collect from him/her its service fee. The University shall forward these forms to the Association's financial officer.
- B. During the life of this Agreement, the University agrees to deduct the membership dues or service fee in accordance with the authorization for check off of dues, and forward same to the Association's financial officer. The amounts to be deducted shall be certified to the University by the Association within fifteen (15) days after the execution of this Agreement. The University shall make the deductions in the amounts set forth until further notice from the Association.
- C. The initial deduction for any employee shall not begin unless the withholding authorization and the certification of the Association's financial officer as to the amount of the deduction has been delivered to the University's Payroll Office. The University shall have no obligation to deduct or remit the dues or service fees of any employee whose withholding authorization reaches the Payroll Office after the payroll deadline, or who does not have sufficient compensation due on the last payroll date of any month to pay the dues or service fee with the Association.
- D. All sums deducted by the University shall be remitted to the Association's financial officer on a timely basis once each month together with a list of current employees showing the amount of association dues or service fees deducted for each employee.
- E. In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the Association,

refunds to the employee shall be made by the Association.

- F. The University shall not be liable to the Association by reason of this Section for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- G. Termination for Failure to Comply. An employee in the Bargaining Unit who fails to tender to the Association either periodic and uniformly required association dues, or in the alternative, service fees as certified by the Association, shall be terminated by the University, provided the stipulations in paragraphs H, I, and J are met.
- H. The Association shall notify the employee by certified or registered mail explaining that he/she is delinquent in not tendering the required association dues or service fees, specifying the current amount of the delinquency, and warning him/her that unless delinquent dues or service fees are paid and a properly executed authorization for check off of dues is tendered within ten (10) working days of such notice, he/she shall be reported to the University for termination as provided for in this Section.
- I. The Association shall give a copy of the letter sent to the employee and the following written notice to the University at the end of the ten-day period:

The Association certifies that _____(name) has failed to tender either any periodic uniformly required association dues or service fees required as a condition of continued employment under the current collective bargaining agreement between Police Officers Association and Michigan Technological University and demands that, under the terms of this Agreement, the University terminate this employee.

- J. The University shall within five (5) working days after receipt of the above letter give the employee ten (10) working day's notice of discharge citing in the notice the request for termination by the Association.
- K. The Association shall indemnify and hold harmless the University, its trustees, officers, and employees for any costs (including defense costs) resulting from claims, demands, suits, and other forms of liability by reasons of any action taken or not taken by the Association or by the University for the purpose of complying with this Section.

SECTION 6

COMMUNICATION

Employees shall be responsible to notify in writing the Office of Human Resources and the Association within ten (10) working days of changes in name, address, telephone number, marital status, and number of dependents. In the event that an employee fails to notify the University, the University shall use the most recent information on file. The University is not responsible to effectuate any increase or modification of any right, benefit or entitlement provided in this contract until such notice of change is received from the employee.

SECTION 7

REPRESENTATION

The Association will furnish the Human Resources Office with the names of its Officers, Steward and Members of its grievance committees, and such changes as may occur from time to time in

such personnel, so that the University may at all times be advised as to the authority of the individual representatives of the Association with whom it may be dealing. The University will, in return, through the Human Resources Office, keep the Association advised as to its immediate Supervisors and Department Heads or their respective designated representatives for the purpose of processing grievances.

SECTION 8 SENIORITY

A. Bargaining Unit Seniority.

An employee's bargaining unit seniority shall be the length of service with the University from the most recent date the employee was employed in the bargaining unit. All bargaining unit employees will be on one bargaining unit seniority list.

B. Probationary Employment Period.

Employees newly hired into the bargaining unit shall be considered as probationary employees for the first two hundred seventy (270) calendar days of continuous employment. The University may extend the probationary period up to five hundred forty (540) calendar days for part-time employees. If a probationary period is interrupted by an excused absence in excess of one week, the probationary period shall be extended by the length of the excused absence. An employee who successfully completes the probationary period shall be entitled to full bargaining unit seniority retroactive to the date of hire in the Bargaining Unit exclusive of such unpaid absence.

Current University employees newly hired into the bargaining unit who have successfully completed a probationary period, of at least two hundred seventy (270) calendar days, or five hundred forty (540) calendar days, as the case may be, shall not be required to serve another probationary period as provided in this Section but shall be granted seniority status at the first day of work in the bargaining unit.

If a probationary employee is the successful bidder for a vacant job, her/his bargaining unit seniority date will revert to original date of hire in the bargaining unit after new probation is successfully completed.

Probationary employees will be paid \$1.00 per hour less than the entry level rate for that classification.

SECTION 9 GRIEVANCE PROCEDURE

A. A grievance under this Agreement is a dispute, claim or complaint arising under and during the term of this Agreement, and is limited to matters of interpretation or application of express provisions of the Agreement.

B. The following shall be the grievance procedure (Working days shall mean Monday through Friday excluding Holidays, not the actual days worked by grievant):

Step 1. Not later than seven (7) working days after occurrence, an employee shall inform his/her Department Head he/she has a grievance concerning his/her employment. The Department Head shall meet with the employee within the next three (3) working days for a discussion of the grievance in an attempt to resolve the matter.

If the aggrieved employee wishes, he/she may have his/her Steward assist him/her in his/her oral presentation.

Step 2. If the aggrieved employee does not receive a satisfactory answer from his/her Department Head within three (3) working days after his/her presentation, he/she may submit the grievance in written form to his/her Director, or designee, for a written decision, provided the submission is made within the five (5) working days following an unsatisfactory answer. If the aggrieved employee wishes, he/she may have his/her Steward assist him/her in the written presentation. The written grievance must specify 1) the Section and Paragraph of the Agreement allegedly violated, 2) date of occurrence of each alleged violation, 3) manner of alleged violation, and 4) the adjustment requested.

Upon receipt of the written grievance, the Director, or designee, shall set a place and time within seven (7) working days for a grievance hearing. If the aggrieved employee wishes, he/she may have his/her Steward assist him/her at the grievance hearing. Whether or not his/her Steward assists at the grievance hearing, the Steward and the President shall each receive a copy of the written decision.

Step 3. If the grievance is not resolved by step two, the Association will submit the grievance to the Human Resources Department within three (3) working days after receiving the written answer from the Director or designee. The Human Resources Department will within five (5) working days after receipt of the grievance, arrange to hold a meeting with the Grievant, Steward, District Representative and President, and attempt to resolve the grievance. The Human Resources Department will provide its written answer within ten (10) working days from the day of the meeting.

Step 4. If the grievant is not satisfied with the decision in Step 3, he/she may request that the grievance be determined by an arbitrator. Notification of this decision must be sent to the Human Resources Department within ten (10) days of receiving the answer from the Human Resources Department or within ten (10) days of when the answer from the Human Resources Department was due.

Step 5. Any grievance which cannot be settled through the above procedures may be submitted to an arbitrator who shall be appointed from the staff of the Michigan Employment Relations Commission (MERC). The arbitrator appointed by the MERC shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of the hearing, the arbitrator shall render a written decision to both parties which shall be final and binding except for judicial review. The arbitrator shall have no authority to add to or modify the terms of this Agreement.

C. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further action or appeal. Failure to provide a written answer on the grievance within the specified time limits shall permit automatic advancement to the next step of this procedure within the time allotted had the decision been given. Time limits may be extended by mutual written agreement of both parties.

D. Both parties shall be responsible for any and all costs and out-of-pocket expenses incurred by the individual party.

SECTION 10

DISCHARGE AND DISCIPLINE

- A. The University shall not discharge non-probationary employees or take other disciplinary action without reasonable cause.
- B. In imposing discipline on a current charge, the University will not take into account any prior infractions which occurred more than two (2) years previously, except for cases involving OSHA safety violations in which prior infractions that occurred up to three (3) years previously may be taken into account.
- C. An employee suspended and ordered to leave his/her work for disciplinary reasons, before leaving the University's premises, shall have the right to consult his/her Steward at a place and a reasonable length of time provided by the University. Exception may be made to this provision, with immediate action taken by the University to remove an employee from the premises in cases involving possession or use of illegal drugs, drunkenness, violence, willful destruction of property, and other such serious violations.
- D. The University shall give the employee, with copies to the Association President and Steward written notice of any disciplinary action involving demotion, suspension, or discharge within two (2) working days (working days shall mean Monday through Friday excluding Holidays and not actual days worked) after such action.
- E. Any complaint that the alleged breach of discipline was not, in fact, committed may be treated as a grievance if the complaint:
 - 1. Concerns disciplinary action involving demotion, suspension, and discharge;
 - 2. Is presented in writing within two (2) working days after receipt of the University's notification of the disciplinary action; and
 - 3. Is presented directly in the Third Step of the grievance procedure.
- F. Failure to submit a written grievance by the employee within the two (2) working day period constitutes a waiver of all claims concerning such disciplinary demotion, suspension, or discharge.
- G. An official personnel file for each employee is maintained by the University. An employee may inspect the contents of his/her personnel file, or any extension thereof, during the University's normal business hours by filing a written request to the Office of Human Resources. Requests shall be honored within two (2) working days. The employee may designate in writing that he/she desires a representative of the Association to examine documents from his/her file and the representative of the Association shall be permitted to do so. An employee may request a copy of documents in his/her personnel file for the current established fee. The employee has a right to submit a response to any document placed in his/her file. Such a response shall be attached to and filed with the document placed in his/her file. Each employee shall have the right to place in his/her personnel file materials which attest to his/her proficiency and experience.

SECTION 11

WORK DAY/WORK WEEK

All members of the bargaining unit shall be compensated on an hourly basis and shall be on a non-exempt status in accordance with FLSA.

A. **Normal Work Day.**

A normal work day for all regular full-time Patrol Officers shall be eleven (11) to twelve (12) consecutive hours unless regularly scheduled otherwise. Under no circumstances shall an employee's shift be changed for disciplinary purposes. There will be no required split shifts.

B. **Normal Work/Pay Period.**

A normal work/pay period for all regular full-time Patrol Officers shall consist of a two week (14 day) cycle of eighty (80) hours with no more than eleven (11) to twelve (12) hours per day.

C. The bargaining unit shall designate one individual who shall then be charged with the responsibility of filling out and posting the monthly work schedule for patrol personnel, provided that this work schedule is approved by the Manager of Public Safety. Under no circumstances shall the individual so designated to fill out and post monthly schedules, schedule overtime except by approval of the Manager of Public Safety.

D. The normal workweek for the lieutenant shall consist of 5 days of forty (40) hours per week, the normal workday shall consist of eight (8) hours per day 5 days per week, Monday through Friday.

E. The normal work week for the investigator and sergeant shall consist of forty (40) hours per week.

F. Officers shall have eight (8) hours off between scheduled shifts. Should an officer be scheduled to work with less than eight (8) hours between the scheduled end of one shift and the scheduled start of the ensuing shift, the officer shall be compensated at one and one-half (1½) times his/her normal rate for the second shift.

SECTION 12

OVERTIME

A. Overtime premium shall be paid as follows:

1. Time and one-half the regular straight time rate will be paid for all time worked in excess of eight (8) to twelve (12) hours in an employee's workday.
2. Time and one-half the regular straight time rate will be paid for all such hours worked in excess of eighty (80) hours in an employee's work period; provided, however, that all hours paid at the overtime rate must be actual hours worked and not those recorded as sick leave, vacation, or a holiday. Hours recorded in excess of eighty (80) hours per work period as sick leave, vacation, or holiday pay will be paid at a straight time rate.
3. For the purpose of computing overtime pay for over eighty (80) hours in an employee's work period, a sick day or a vacation day for which he/she receives pay will be counted.

B. Overtime premium shall not be pyramided, compounded or paid twice for the same time worked.

- C. In general, overtime work shall be voluntary, provided, however, when at least forty-eight hours advance notice of an overtime assignment is given, or when circumstances do not permit advance notice, an employee will be required to work unless sufficient other employees within the operational unit capable of doing the work are available, in which case an employee who does not wish to work will be excused from overtime.
- D. Employees working overtime shall have the alternative to be paid for such overtime at the rate of one and one-half times the hourly rate for the number of hours of overtime worked, or compensatory time off at the rate of one and one-half times the number of hours worked.
- E. Employees covered herein may change scheduled shifts with other employees, subject to the manager's approval, provided that such change does not affect the orderly operation of the department.
- F. Straight rate compensatory time off shall be granted to bargaining unit members who hold elected positions with campus organizations for attending meetings of such non-union, non-department organizations, for example Staff Council, etc.
- G. Equalization of overtime hours shall be in accordance with the following provisions:
 - 1. Overtime hours will be divided as equally as possible among employees in the same classification. The supervisor will record overtime for equalization purposes by classification. The steward and the employees will have access to the equalization records, upon request.
 - 2. When overtime is required, the employee with the least number of overtime hours in that classification will be called first, and so on down the list, in an attempt to equalize the overtime hours. In this connection, the University need not call in an employee to work rather than extend the shift of an employee already at work.
 - 3. In cases of emergency, the employer may call the most available employee regardless of equalization standings. Employees in other classifications may be called if there is a shortage of employees in the classification needed. In such cases they would be called on the basis of least hours of overtime in their classification provided they have the ability to do the work.
 - 4. In any event, as the employer could be faced with having insufficient employees to perform necessary work during any given voluntary overtime period, it shall have the right without prior notice, to appoint the number of qualified employees required to work the overtime period on the basis of inverse seniority.
 - 5. Time not worked because the employee does not choose to work will be charged against the employee's overtime equalization record, such charge to be three (3) hours of the average number of overtime hours of the employees working during that call out or overtime period.
 - 6. Employees who change classifications will be charged with the highest number of overtime hours that exist in the new classification on the day they are reclassified.
 - 7. The University is not required to follow the equalization of overtime if the employee whose absence requires an overtime situation fails to notify the University twenty-four (24) hours in advance of their scheduled shift. When an employee cannot be contacted by telephone

they will be considered unavailable.

8. If an employee is not called in for overtime work in accordance with this clause, he/she shall be given the next overtime available when that employee is available.
9. Excess overtime hours shall be reduced to zero (0) at the beginning of each fiscal year.

H. Training School.

Overtime earned as a result of attending required in-service training, required school sessions or range-time outside the regularly scheduled work shift shall be paid at time and one-half (1 1/2) or compensated at time and one-half, at the employee's discretion. For all hours incurred at elected training, payment for hours over and above regularly scheduled hours shall be compensated at straight time, including travel. Meals and lodging as status quo per existing practice.

SECTION 13 CALL BACK PAY

An employee reporting for duty at the University's request for work which is outside of and not continuous with the employee's scheduled work period, shall be guaranteed three (3) hours pay at the rate of time and one-half. Employees are not entitled to shift differential for call back pay unless their regular schedule includes a shift differential premium.

SECTION 14 COURT PAY

All employees who report for Court duty during off-duty hours shall be compensated at the rate of one-and-one-half times the employee's hourly rate, the minimum of which shall be two (2) hours at time-and-one-half (1 1/2).

SECTION 15 LUNCH PERIOD

Patrol officers shall have a one-half (1/2) hour paid lunch period, and shall be subject to call during lunch period.

SECTION 16 WAGES/SHIFT DIFFERENTIAL

- A. Retro to July 1, 2010, when an officer is required to work four (4) or more hours past 5:00 p.m., he /she shall receive the shift differential for all hours worked that shift.

When an officer is rescheduled from a regularly scheduled shift in which the officer would have earned shift differential for hours worked, onto a day shift, that officer shall be entitled to the shift differential that he/she would normally have earned.

- B. Hours worked from 5:00 p.m. to 6:00 a.m. receive a \$.40 per hour shift differential.
- C. For 2010-2011 contract year, any across the board or general wage increase which affects and benefits essentially the entire membership of another bargaining unit on campus will also be administrated to the members of the POA, as applicable, given general guidelines.

SECTION 17
LONGEVITY

All bargaining unit employees who have non-exempt status and are in the active service of, or on approved leave of absence from, the University shall be eligible to receive longevity pay from Michigan Technological University according to the following rules and schedule of payment:

1. Longevity pay shall be based on an employee's length of continuous full-time and part-time (prorated) status with the University.
2. Each eligible employee shall receive the differential longevity amounts added to their wage rate according to the schedule below.
3. Longevity Pay Schedule:

Continuous Non-Exempt Status	Additional Hourly Rate
Upon Completion of the 5 th year	\$.24
Upon Completion of the 10 th year	\$.13
Upon Completion of the 15 th year	\$.13
Upon Completion of the 20 th year	\$.13
Upon Completion of the 25 th year	\$.13
Upon Completion of the 30 th year	\$.13
Upon Completion of the 35 th year	\$.13

SECTION 18
JOB SECURITY

A. Layoff.

1. The University may lay off and recall its employees. All layoff and recall shall be instituted as set forth in this Section. A laid off employee is one who no longer has regular active employment with the University or who is removed from his/her position.
2. When an employee is assigned to a different position through the application of the procedures of this Section, the employee will receive the normal orientation for that position.
3. For the purpose of this Section normal orientation means the usual or ordinary period of time to become acquainted with those aspects of the position that the employee could not or would not otherwise know as distinguished from training or learning the basic or special skills needed for the position. This usual or ordinary period of time shall not be less than twenty-four (24) hours of on the job orientation.

B. Order of Layoff.

1. When there is a decrease in the work force, an affected employee will be removed from his/her position and assigned or laid off or terminated in the following order subject to the remaining employees' current ability to satisfactorily perform the work available:
2. Employees will be scheduled for removal or layoff in the inverse order of their bargaining

unit seniority.

3. Subject to his/her current ability to satisfactorily perform the work available, an employee scheduled for removal or layoff will exercise his/her bargaining unit seniority as follows:
4. He will first fill any vacancy within his/her current classification. If there is no vacancy, he/she will exercise his/her bargaining unit seniority as outlined in (a) through (f) below.
 - a. Fill any vacancy in the same pay level.
 - b. Replace the least senior employee in the same classification.
 - c. Replace the least senior employee in the same pay level.
 - d. Fill any vacancy in the next lower pay level.
 - e. Replace the least senior employee in the next lower pay level.
 - f. Repeat the two prior steps in consecutively lower pay levels.
5. If assignment based upon the appropriate option would result in a reduction from any term appointment (e.g. twelve (12), ten (10), nine (9)) month to a shorter term appointment or from a full-time to a part-time position, the employee may waive that option and either fill any vacancy at the next step or replace the next least senior employee at the next step so as to maintain the current appointment term or hours of work.
6. Unless the University and the Association mutually agree otherwise, any employee who is about to be laid off, except for one who has waived seniority rights and is or will be laid off, will replace a temporary employee, provided the employee has the current ability to satisfactorily perform the work of the temporary employee.
7. Employees scheduled for layoff shall respond to the designated option(s) within five (5) days of notification of such option(s), with the understanding that they will not be precluded from accepting a more appropriate option in accordance with steps (1) through (6) above, if a more appropriate option becomes available prior to implementation of the earlier declared option.
8. Employees who choose not to follow the above procedure will be considered to have voluntarily terminated their employment.
9. An employee designated to be taken out of a position as set forth in A. above shall be given thirty (30) days notice prior to assignment or layoff. The Association shall receive a copy of the notice on the same day the notice is given to the employee.

C. Work Opportunities for Laid Off Employees.

1. The University will, prior to employing new people in any department, give work opportunity to employees with seniority who are laid off at the time, subject to the laid off employees' current ability to satisfactorily perform the work available.
2. An employee who moves to a lower pay grade level as a result of the application of these procedures shall retain his/her rate of pay at the time of the reduction in grade level unless his/her rate is above the maximum of that grade. In the case where the rate is

above the maximum, the employee's rate shall be reduced to the maximum.

D. Top Seniority.

The President or designee, Stewards, and members of the bargaining committee while actively engaged in negotiations, shall have top bargaining unit seniority to maintain active employment status only, provided they have the ability to satisfactorily perform the work of a position. Upon the expiration of their association terms of office, the above association officials shall revert to a position on the seniority list on the basis of their bargaining unit seniority.

SECTION 19

RECALL

- A. When the work force is increased after a layoff, employees shall be recalled in the inverse order of their layoff, subject to the ability of the recalled employees to satisfactorily perform the work available. Recall rights shall continue for a period equal to the seniority the employee had acquired at the time of the layoff or two (2) years, whichever is shorter.
- B. If an employee's former position becomes available within a period of two (2) years or the length of the employee's seniority, whichever is shorter, from the time of assignment to another position, the employee will be given one opportunity to return to that position. If the employee wishes to return, written notice must be given to the Human Resources Department within two (2) days of notice of the opportunity.
- C. If an employee is returned to the former position or to a vacancy at the same pay grade level following a reduction of the work force, the employee will receive the former rate of pay plus any scheduled increase.
- D. Employees recalled from layoff shall have their accrued bargaining unit seniority as of the effective date of recall and such accrued seniority shall include the period the employee was laid off.
- E. A notice to report for work shall be sent to an employee by registered or certified mail to the last address the employee filed with the Office of Human Resources. In the event an employee fails to report for work within ten (10) working days from the date such notice is sent, the employee shall be considered to have quit unless he/she has a reasonable and valid excuse for his/her failure to report for work within the above ten (10) working days.

SECTION 20

UNIFORMS

- A. The University shall provide each full-time employee and each part-time employee with a complete uniform and an annual maintenance allowance of five hundred dollars (\$500.00) per year for full-time employees and a pro-rated amount per year for part-time employees. This uniform allowance shall be paid on a separate check, quarterly on January 1, April 1, July 1, and October 1. In the event that any of the quarterly dates fall on either a weekend or a holiday, such quarterly payments shall then be made on the day preceding either the weekend or holiday.
- B. If at any time while in the performance of his/her duties an employee so damages, destroys, or loses any personal property or department-issued uniform items, the University will pay the

total cost of such replacement or repair; provided, however, any damage, destruction or loss was not caused by negligence of the employee. Disputes will be resolved using the grievance procedure.

SECTION 21 EDUCATION

A. Employee Education Program.

Bargaining unit employees may take nine (9) credits per semester, non-transferable, under the same terms as current university policy.

B. Policy Eligibility for Employee Education Program.

1. Only regular full-time, bargaining unit employees are eligible to participate in the employee education program.
2. Applicants for the program must be in the active employment of the University for the entire duration of the course.
3. The Employee Education Program is only available for courses offered at Michigan Technological University.

C. General Conditions.

1. Prior to enrolling in a course, employees must obtain the approval of the supervisor and must have the billing statement validated by the Human Resources Office.
2. The course approved must be one which offers individual enrichment and/or professional development.
3. Employees must register and pay the cost of fees, books, supplies, equipment, and penalties, in the usual manner.
4. Employees participating in the program are subject to the general regulations and course pre-requisites published in the current catalog.
5. Employees may be approved for enrollment in courses by the Registrar, only if space is available in that course.
6. There shall be no released time from the work schedule to attend class.
7. Courses may be audited or taken for credit.
8. Employees must pay tuition for any course failed, dropped, or during the term of which the employee ceases to have active status.

D. Tuition Reduction Incentive Program (TRIP).

The University will offer to eligible bargaining unit employees the Tuition Reduction Incentive Program in accordance with the established provisions at the time of application. Effective Fall Quarter, 1998.

SECTION 22

VACATIONS

A. **Eligibility for Vacation.**

Vacation time begins to accumulate with the date of employment, but no employee shall be eligible to take paid vacation time off, or receive pay in lieu of vacation time, before he/she has completed probation.

B. **Vacation Accrual.**

Vacation time shall accumulate for full-time employees as follows:

1. During first year of employment, 1.56 hours per pay period.
2. During second through fourth year of employment, 3.08 hours per pay period.
3. During fifth through seventh years of employment, 4.62 hours per pay period.
4. During the eighth through the twelfth years of employment, 5.54 hours per pay period.
5. During the thirteenth through seventeenth years of employment, 6.5 hours per pay period.
6. During the eighteenth and subsequent years of employment, 7.4 hours per pay period.

Employees hired prior to the ratification date and still in their first year of employment will accrue biweekly at ninety-six (96) hours annual rate per year. Those in their second year through fourth year will accrue biweekly at one hundred twenty (120) hours annual rate per year. When in the fifth year and subsequent years the rate schedule above applies. Current employees shall have their vacation benefits grandfathered so as to not cause them to suffer any loss of vacation accumulation.

- C. The employee must have 40 hours of paid employment per pay period to receive any accrual.
- D. Vacation time shall accrue to the employee on a biweekly basis. Unused vacation time shall not be accumulated beyond two hundred forty (240) hours.
- E. Prorated vacation time shall accumulate for each part-time employee in the same proportion to which his/her straight-time paid hours in each pay period relate to eighty (80) hours. Part-time employees are subject to all other provisions of this Section unless otherwise specified.
- F. Vacation shall be taken at the convenience of the department, office, or division in which the employee works. It is, however, the University's responsibility to make sure the employee has every opportunity to use hours accrued.

At least ten (10) of these days must be consecutive if requested by the employee.
Vacation may not be scheduled immediately prior to retirement or other termination.

- G. Vacation is not allowed in advance of being earned. When earned vacation time is exhausted, the employee must return to work or request a leave of absence. Pay in lieu of vacation is not allowed except as a terminal pay when leaving University employment.
- H. Illness during an employee's vacation may be charged to sick leave subject to the approval of

the supervisor. A physician's statement or sworn affidavit may be required to substantiate the type and duration of the illness.

- I. Holidays falling during a regularly scheduled vacation shall not be charged against vacation.
- J. Required attendance at military reserve or National Guard camp may, if an employee so chooses, be charged against vacation. However, such attendance is covered by the policies governing leaves of absence for military duty.
- K. An employee, while on sick leave, who exceeds the limit of accrued vacation, shall have vacation charged in lieu of sick leave until the vacation credit no longer exceeds the limit.
- L. Should an employee eligible for vacation be discharged, resign or retire from the employment of the University, all accumulated vacation is paid to the employee at his/her regular rate of pay.
- M. In case of the death of an eligible employee, payment of unused vacation is made to the designated beneficiary at his/her regular rate of pay.
- N. When two (2) or more employees in the same seniority group request or schedule vacation for the same time period and circumstances do not allow for those employees to be on vacation during the same time period, the employee with the most seniority shall be given priority in scheduling such vacations. For purposes of this section, seniority group I shall include the positions of Public Safety Lieutenant, Public Safety Investigator, and Public Safety Sergeant. Seniority Group II shall include all Public Safety Officers.
- O. With less than thirty-six (36) hours prior notice, if an employee who is on scheduled vacation is required to report for duty, he/she will be paid at the rate of time and one-half for the first shift worked only.

SECTION 23

GROUP MEDICAL AND INSURANCE COVERAGE

Group Health Insurance.

The University has agreed to continue to provide to all eligible employees and their eligible dependents, fully paid group health and dental insurance benefits equivalent to or greater than those provided in the comprehensive group medical insurance plan currently in effect for the duration of this agreement.

POLICY

All regular employees who are normally scheduled to work at least thirty (30) hours per week are eligible for Group Health Insurance.

Hospitalization coverage provides for payment of expenses as set forth in the plan, for emergency and hospital care including the use of operating rooms, delivery rooms, recovery rooms, and other services.

Surgical and medical coverage pays medical and surgical fees during hospitalization or emergency treatment, diagnostic laboratory, and x-ray cost. In addition to the health insurance, the University has agreed to provide group dental insurance benefits equivalent to or greater than those provided

in the current dental insurance plan for eligible employees and their families. The dental plan provides for payment of fifty percent (50%) of the reasonable cost of most dental procedures including orthodontics. If an employee believes that the reasonable cost payment standard of either the Group Health or Dental Insurance Plan has not been met, the employee may appeal in accordance with the Procedure available through the Human Resources Department.

Employees terminating their employment at the University have the opportunity to continue their health insurance coverage under the C.O.B.R.A. plan. The monthly premium must be fully paid by the employee.

For those employees hired after June 30, 2006, and for the term of this Agreement, the University has agreed to continue to provide to all eligible employees and their eligible dependents, group health and dental insurance benefits equivalent to or greater than those provided to the comprehensive group medical insurance plan currently in effect.

SECTION 24 REST PERIODS

Employees may take a rest period of not more than fifteen (15) minutes for each four (4) hours of work at times as scheduled, but subject to call by the University. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

SECTION 25 HOLIDAYS

A. The following legal holidays shall be observed:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, or any other paid holiday adopted by the University during the course of this agreement. In addition, four (4) paid declared holidays will be granted: the day after Thanksgiving Day, the day preceding Christmas Day, the day proceeding New Year's Day, four (4) hours of Good Friday, and four (4) hours of K-day. If the tradition of K-day is dropped during the time this Agreement is in effect, employees will be paid for a four (4) hour declared holiday on a different date, which will assure employees of receiving eighty (80) hours of paid holidays during the fiscal year.

When a holiday falls on a Sunday, it may, at the discretion of the University, be observed on the following Monday, and when a holiday falls on a Saturday, it may, at the discretion of the University, be observed on the preceding Friday.

B. Each full-time employee, other than an employee on layoff (except as otherwise herein provided) or on any leave of absence, shall receive eight (8) hours pay at his/her hourly rate for the holiday, and four (4) hours pay for the one-half (2) holiday, provided the employee works the scheduled day prior to and the scheduled day following the holiday, unless failure to work on either or both such days is excused because of; 1.) personal sickness or injury as provided in Section 26, 2.) approved vacation, or 3.) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.

C. Each part-time employee, other than an employee on layoff (except as otherwise herein

provided) or on any leave of absence, shall receive prorated holiday pay in proportion to his/her straight-time hours worked in the pay period in which the holiday falls. For calculation purposes, the number of holiday hours in the pay period are multiplied by a fraction, the numerator being the number of hours worked in the pay period, excluding work on the holiday, and the denominator being eighty (80) hours minus the number of holiday hours in the pay period. To be qualified to receive holiday pay, the employee must work his/her last scheduled day prior to and his/her next scheduled day following the holiday, unless failure to work on either or both such days is excused because of; 1.) personal sickness or injury as provided in Section 26, 2.) approved vacation, or 3.) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for him/her to meet his/her employment obligation.

- D. In addition to the holiday pay as provided in Paragraphs B. and C. above, an employee who works on the legal holiday will be paid for the time worked at two and one-half (2½) times his/her hourly rate. To the extent that time worked is paid pursuant to this Section, it shall not be considered time worked under Section 11, Paragraphs A. and B. Employees working those holidays that are designated as four (4) hours, will be paid one-half (½) their scheduled shift at two and one-half (2½) times his/her hourly rate.
- E. Holidays during vacation or sick leave shall not be charged as vacation or sick leave hours.
- F. Patrol Officers scheduled to work shift #4 and who are requested to schedule any of the holidays off by the Department Head and/or his/her designee, shall be granted holiday pay for the amount of time that they were originally scheduled to work on that day.

SECTION 26

MILEAGE

- A. When an employee uses his/her personal vehicle for Michigan Technological University business, the University shall pay the current University rate per mile for all miles traveled on behalf of the University.
- B. This shall not include travel to and from work site, Michigan Technological University or local court.

SECTION 27

SICK LEAVE

- A. Sick leave begins to accumulate with the first date of employment but does not become available to employees until completion of two weeks of employment.

B. Accrual of Sick Leave.

Sick leave accrues biweekly at the rate of four (4) hours for each two (2) weeks of employment except that,

1. Maximum sick leave accrual is one thousand fifty-six (1,056) hours.
2. Part-time employees shall accrue sick leave in proportion to straight time hours employed each pay period.
3. Full-time employees must have 40 hours of paid employment each pay period to accrue

any sick leave.

4. Part-time employees who become full-time without a break in service will retain their previously accrued sick leave.

C. Voluntary Sick Leave Pool.

Each bargaining unit member employed at least 3/4 time (30 hours per week for 9 months) will be given the opportunity to participate in the voluntary sick leave pool program.

Employees using hours from the sick leave pool will not accrue sick hours or vacation hours and are not entitled to holiday pay.

D. Availability of Sick Leave.

Sick leave is available for the following purposes and covers employees and members of the employee's immediate family, who, in this instance, shall include the following: Spouse, Children, Parents, Foster Parents, Parents-in-law, Brothers, Sisters, Grandparents, Grandchildren, Legal Guardianship or other direct dependents. An addition to this list shall include an individual with whom an employee has a continuing personal living arrangement which has existed over an extended period of time.

1. Personal illness, injury, quarantine or disability.
2. Medical appointments and dental appointments.
3. Time for the employee to serve as pallbearer or to attend a funeral.
4. To compensate an employee for the difference between payments received under the Worker's Disability Act and the employee's regular wages.

- E. Sick Leave is available for an employee to attend a funeral for a family or friend up to four (4) hours during a scheduled shift with the director's approval.

F. Bereavement Leave.

When an employee's Spouse, Children, Mother, Father, Sister, Brother, Grandmother, Grandfather, Grandchildren, Great-Grandchildren, Step-Parents, Step-Children, Father-In-Law, Mother-In-Law, Sister-In-Law, Brother-In-Law, Son-In-Law, Daughter-In-Law, Legal Guardian, Aunt, Uncle, Niece, Nephew, or significant other (an individual with whom the employee has had a continuing personal living arrangement which existed over an extended period of time) dies, the employee will be allowed three (3) days bereavement leave to attend the funeral or service and/or to make arrangements without loss of pay. If additional time off is needed, the employee may request the use of sick time, accrued vacation, compensatory time or leave of absence without pay.

G. Documentation.

A statement from the University designated physician and/or the employee's physician, or a sworn affidavit, may be required to sustain a claim of absence because of illness, injury, or disability. The University reserves the right to have the University designated physician make the final decision.

H. Advance Sick Leave.

Sick leave shall not be allowed in advance of being earned. The University pays employees who have exhausted their sick leave credit and are unable to return to work, any unused vacation credits. When an illness, injury, or disability has used the employee's total sick leave and vacation credit, the employee shall be removed from the payroll until such time as work is resumed or an approved leave of absence is granted.

I. Sick Leave Credit for Veterans.

Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces, upon re-employment by the University, shall, be credited with any unused sick leave previously earned. Such reemployment must take place within ninety (90) days after discharge or release from active duty.

J. Payment.

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

K. Medical Examination.

At the conclusion of an employee's sick leave, the University, at its option and without cost to the employee, may require that a physician or physicians of its choosing examine the employee to determine fitness to return to work.

L. Notification.

All employees are required to notify their immediate supervisor or designated representative when they will be absent from work for any reason and to state the reason for their absence. If employees find that they will be absent from work longer than first anticipated, they must notify their supervisor at least once a day, unless other arrangements have been made with the supervisor.

If unable to contact a supervisor, advise the University operator at 487-1885 of your name, department, name of immediate supervisor and the reason for the absence.

If sick leave is being requested in advance of the absence (doctor's appointment, etc.), the employee must complete an Absence Request in duplicate.

M. Incentive Compensation Days.

Each bargaining unit employee who uses forty-eight (48) hours or less sick leave in a contract year will receive 8 hours to be used at a time mutually agreed upon between the employer and the employee.

Each employee who uses eight (8) hours or less of sick leave will receive 16 hours compensation.

SECTION 28
RETIREMENT

A. Retirement.

The University will continue to participate in the retirement plan as required by State law.

- B. Employees first employed on or after January 1, 1996, are eligible for participation in a defined contribution retirement programs as made available through the University and selected by the employee. The program will begin effective the date of hire. Eligible employees include those hired into positions with an annualized full-time equivalent (FTE) of 0.5 or greater.
- C. Employees in the bargaining unit have the option of participating in the Retirement Supplemental Voluntary Program (RSVP), subject to the current provisions of the program.
- D. Employees in the bargaining unit will be offered the same enhanced early retirement option being offered to the employees not covered by a collective bargaining agreement.

SECTION 29

ASSOCIATION USE OF FACILITIES AND SERVICES

The University will continue to make facilities and services available to the Association under the same terms as it currently does to any non-University affiliated group.

SECTION 30

JURY DUTY & WITNESS SERVICES

- A. An employee who loses straight time from work during his/her normal schedule of work because of jury duty or to testify pursuant to a subpoena shall be paid for such time lost at his/her hourly rate. Jury duty and witness fees shall be offset against such pay.
- B. Except as otherwise provided in this agreement, such jury duty and witness service shall be considered straight time worked. The employee shall furnish the Human Resources Department a written statement from the court showing the days and time of jury duty or witness service and the amount of jury duty or witness fees they were eligible to receive for each day. An employee temporarily excused from attendance at court shall report for work during the excused period.

SECTION 31

VOLUNTEER FIREMEN

The University agrees to allow volunteer firemen to leave their scheduled straight time work to respond to fire alarms sounded by their respective fire departments or sheriff departments without suffering any loss in time or pay, subject, of course, to emergency exceptions or cases where undue operational difficulties may result from the employee's absence from work. Such employees will be expected to return to work following the completion of their duties. Volunteer firemen must have their respective fire chief or sheriff department verify their position as volunteer firemen on forms provided by the University prior to leaving work for the aforementioned purpose. Employees should understand that abuse of this policy will lead to disciplinary action.

SECTION 32

FRINGE BENEFITS

A. Leaves without Pay.

All leaves will comply with the Family and Medical Leave Act of 1993 (FMLA) where applicable. General provisions:

1. Any request for a leave of absence shall be submitted in writing. The request shall state the reason the leave is being requested and the approximate length of time off the employee desires.
2. At the time of the initial request and any request for extension of a leave of absence without pay, the Director of Human Resources, in conjunction with the employee's supervisor, shall make one of the following determinations:
 - a. The employee's position will be held open for him/her.
 - b. The employee's position cannot be held open, but a comparable position will be available in the department.
 - c. The employee's position is not held, but upon return from the leave or during an extension, the employee, following the posting period, will have an interview opportunity for any bargaining unit opening to be filled for which the employee is qualified, unless an employee with more seniority is selected prior to the interview with the returning employee. In such a case the leave may be extended, consistent with paragraph B., at the employee's written request. If the employee does not request an extension the employee will be terminated.

B. Personal Leave of Absence.

The following, by way of illustration and not limitation, are examples of reasons that an employee may be granted a personal leave of absence: Illness, family or personal responsibilities, educational opportunities, etc.

An employee, who has completed the probationary period and upon written request to the supervisor, may be granted a leave of absence without pay for up to three (3) months upon approval by the Director of Human Resources in conjunction with the employee's supervisor.

A written request may be made to extend a leave of absence, but the total leave time shall not exceed one (1) year or the extent of the employee's seniority, whichever is shorter. A leave of absence will not be granted for the purpose of obtaining employment elsewhere. An employee on a personal leave of absence may not work for another employer.

C. Personal Leave of Absence for Illness or Disability.

An employee who has completed the probationary period may be granted a personal leave of absence without pay due to illness or disability for such period of time as his/her physician shall state that he/she is unable to work, up to a maximum of one (1) year. If the employee is later able to return to work and is rehired by the University, the employee's seniority will be reinstated.

The University may, at its option and without cost to the employee, require that a physician or physicians of its choosing examine the employee prior to, during, or following a personal leave for illness or disability.

D. Extended Military Leave.

Upon application to the Human Resources Department, a military leave of absence without pay for a normal tour of duty will be granted to employees who have acquired seniority. This applies to employees who are inducted through the Selective Service, voluntarily enlist or are called through membership in the National Guard or a reserve component into the Armed Forces of the United States.

An employee returning to work from an extended military leave of absence shall be given his/her former job or a job of like status and pay, unless the University's circumstances have so changed as to make it unreasonable to do so. Application for reinstatement from extended military leave must be made within thirty (30) calendar days after his/her release; otherwise, he/she shall not be eligible to return to work. Except as otherwise herein provided, the re-employment rights of such employees returning from extended military leave shall be limited by applicable laws and regulations.

E. Educational Leave for Veterans.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a continuous period of time equal to their seniority, but not to exceed four (4) years in order to attend school full time under applicable federal laws in effect on the date of this Agreement.

F. Military Training Leave.

Regular, full-time employees, who belong to the National Guard, Officer Reserve Corps, or other reservist groups, will be granted a leave of absence for the required normal tour of duty defined in the official military orders. The University will pay the difference between the employee's military pay and his/her straight-time pay, if his/her military pay is less, for up to twenty (20) working days per calendar year during such military leaves. If the employee takes military leave during his/her vacation he/she will receive full pay.

G. Leave for Association Employment.

Members of the Association elected to local Association positions or selected by the Association to do work which takes them from their employment with the University may, at the written request of the Association, be granted leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter. This section applies only to those employees who leave the University's employment to accept a position with the Association.

H. Political Leave.

A bargaining unit member, when elected or appointed to an office of public service which requires the employee to serve full-time in order to fulfill the obligations of the office, shall be granted a leave of absence without pay for the period of the employee's service in office.

A leave of absence for a period of one (1) year or more for political leave may be renewed annually in response to a written request received prior to the expiration of the leave. Seniority will be accumulated during the leave of absence. The seniority may not be used relative to any bargaining unit benefit.

I. Return from Leave.

An employee who takes a leave of absence for an approved period from a position that is to

be held open until he/she returns shall be given a written communication by his/her immediate supervisor approving the leave, with the period of the leave specifically stated. The employee shall return as specified on the leave of absence form prepared at the time the University agreed to the leave. Failure to return from leave on the date specified will result in termination without prejudice. An employee for whom first interview opportunities are available shall contact Human Resources at least two (2) weeks prior to the expiration of a leave of absence in order to be a candidate for open positions. The University's obligation to place an employee shall cease when the employee has turned down two (2) interview opportunities or one (1) job offer for a comparable position. At that time, the employee will be terminated without prejudice.

J. Return from Association Business or Political Leave.

An employee who is returning from Association Business or Political leave shall notify the University in writing of his/her intent to return at least thirty (30) days in advance of the date of his/her intended return. The employee will be placed, as outlined in paragraph I of this section, in the first vacant position for which the employee is qualified and which most closely approximates the pay level of the employee prior to the leave of absence and provided the employee would otherwise have maintained seniority recall rights.

K. Pay Upon Return from a Leave.

An employee who returns from a leave of absence without pay to a position within the same pay level shall be returned to the same pay grade that he/she was in before going on leave. When a general pay increase occurs while the employee is on leave, his/her pay upon reinstatement will be increased by such general increase. An employee who returns from a leave and is reinstated in a pay grade different from the grade he/she held before going on leave shall have a pay rate established at the time of his/her reinstatement.

L. Accrued Sick and Vacation Time.

An employee granted a leave of absence without pay under this Article shall retain all accumulated sick leave and vacation leave accrued as of the date of the leave while on such leave.

An employee does not accumulate sick or vacation leave while on a leave of absence without pay.

M. Benefits While on Leave of Absence Without Pay.

The University will not bear the cost of continuation of benefits for a bargaining unit employee on an unpaid leave of absence. An employee who takes an approved leave of absence without pay shall contact the Benefits Office prior to the beginning of the leave to arrange for applicable continuation of coverage. Such continuation is subject to the provisions and limitations of the group benefits policies. In no event shall benefits continuation exceed one (1) year from the commencement of the initial leave of absence, except where mandated by applicable federal and/or state law. Upon return from the leave of absence, the employee shall contact the Benefits Office to re-enroll for benefits coverages. Benefits coverages are not automatically reinstated upon return from leave.

N. Medical Dispute.

In the event of a dispute involving any employee's physical ability to perform his/her job or his/her fitness to return to work at the University and the employee is not satisfied with the

determination of the physician or physicians designated by the University, he/she may submit a report from a physician of his/her own choosing and at his/her own expense. If the dispute still exists, at the request of the Association, the University through its designated physician and the employee's physician shall agree upon a third physician to submit a report to the University and the employee, and the decision of such third physician will be binding on both parties. The expense of the third physician shall be shared equally by the University and the employee.

O. Leave for Non-Covered Position.

The Association and the Employer may, but are not required, to agree on circumstances under which persons who leave the bargaining unit covered by this Agreement, but remain in the employ of the Employer in some other capacity, may retain seniority rights upon their return to their original bargaining unit. This provision shall apply for one (1) reentry to the employee.

P. Staff Recognition Programs.

Employees in the bargaining unit are eligible to participate in the following staff programs:

1. Staff Recognition Awards
2. Employee Excellence Awards
3. Wellness Program
4. GM Incentive Program
5. Ford Incentive Program

The University reserves the right to determine and administer this benefit. For this benefit one day equals eight (8) hours, prorated for part-time employees.

- Q.** If the University institutes a paid time-off during the Christmas season or for Martin Luther King, bargaining unit employees will be included. The University reserves the right to determine and administer this benefit. For this benefit one day equals eight (8) hours, prorated for part-time employees.

SECTION 33

STRIKES AND LOCKOUTS

- A.** The Association agrees that its members will faithfully discharge their responsibilities and during the life of this Agreement, that it will not cause or permit its members to cause, nor will any member of the Association take part in any strike, sit-down, stay-in, stoppage of work or other interference with or refusal to perform the duties assigned to them. The Association further agrees, in the event of any controversy between the University and any other group or organization or its members resulting or threatening to result in any strike, stoppage of work, or other interference with orderly operations, that its members will continue to report for duty, remain at their posts, and in the regular manner discharge the duties assigned to them. The University reserves the right to discipline (including discharge) any employee who violates his section, except where protected by law.
- B.** The University agrees it will conduct no lockout during the term of this Agreement.

SECTION 34

POSTING AND FILLING VACANCIES

A. Notice of Vacancy.

Association position vacancies that occur and new positions established in the Association shall be posted. The opportunity to fill such posted vacancies and new positions will first be given to qualified bargaining unit members. The vacancy notice to be posted shall include the following:

1. Date of the posting.
2. Date the posting period expires.
3. Department where vacancy exists.
4. Classification.
5. Salary grade and range of compensation.
6. Basic function and responsibility.

B. Vacancy Specifications.

The posted specifications for the position shall relate to the performance requirements of the position.

C. Posting Period and Procedure.

A notice of any vacancy in the Association shall be listed on the campus-wide communication system or notification to each bargaining unit member and posted on University Bulletin Boards for a minimum period of five (5) working days. Human Resources will post entry level bargaining unit positions as open to Internal and External Candidates. Human Resources will maintain two separate lists, one for bargaining unit members and one for bidders who are external to the bargaining unit. All applicants on the bargaining unit list will be considered for the position first. The "External" list will be referred to only in the event that 1) no bargaining unit member applies, or 2) no bargaining unit member who applied is qualified. Bargaining unit members will be notified if they are not qualified. The external list will be kept confidential by Human Resources from the managers and will not be referred to until complete consideration is given to the bargaining unit membership.

D. Application for Vacancies.

1. A bargaining unit employee may bid for the posted position with the Human Resources Department. The Human Resources Department will notify all bargaining unit bidders within five (5) working days from the date the posting expires if they are not qualified for the position. Employees cannot successfully bid more than twice in any twelve (12) month period unless approved by the University. Upon request to the Human Resources Department, bidders who were not qualified for the position will be given the basis upon which the decision was made. A bid for a position shall not adversely affect an employee's status in their present position.

2. Each candidate is responsible for ensuring his/her application for a position vacancy accurately sets forth those job skills, experiences, training, and other qualifications he/she desires the University to consider in evaluating his/her candidacy.
3. An employee who is promoted or transferred will be given a reasonable period of time from ten (10) to twenty-five (25) actual days worked in the new position to demonstrate competent performance. During this period of time, the employee will receive a normal orientation. (Normal orientation means the usual or ordinary exposure to those aspects of the position that the employee could not or would not otherwise know, as distinguished from training or learning the basic or special skills needed for a position.) If competent performance is not demonstrated, the employee will be returned to his/her former position. He/she will receive his/her former rate plus any scheduled increase.

D. Vacancy Interviews.

The University will not fill the position until all bargaining unit employees who have bid during the posting period and have been deemed qualified have been interviewed. A senior employee can be selected without less senior employees being interviewed.

E. Seniority Application.

In the event two (2) or more bargaining unit employees are equally qualified for a vacancy and one of them is to be selected to fill the vacancy, the employee with the most bargaining unit seniority will be selected. If one or more bargaining unit employees and an applicant from outside the Unit are equally qualified and one of them is to be selected to fill the vacancy, the bargaining unit employee with the most seniority will be selected. Possession of the minimum posted qualifications is no assurance of hire. The University may consider the following in determining qualifications:

1. Job related interpersonal skills
2. Past records (no disciplinary record in excess of two (2) years) and references
3. Outside employment history
4. Any skills or education the employee desires the University to consider.

F. Notification.

The successful applicant will be notified by the Human Resources Department of the position offer. All bargaining unit employees who were qualified bidders and not selected to fill the vacancy will be notified by the Human Resources Department within five (5) working days following the acceptance of the offer.

Upon request to the Human Resources Department, unsuccessful applicants will be told, in general terms, why they weren't selected and will be assisted on how they might improve their opportunity for advancement.

H. Accelerated Grievance Procedure.

1. The parties agree to accelerate the normal grievance procedure for grievances that arise under this Section as follows:

Step 1. When a potential grievance arises concerning the qualifications of an employee for a position or the selection of the successful applicant for a position, the union representative will inform the Human Resources Department of the potential grievance. The University will, within two (2) working days, schedule a meeting which will include a representative from Human Resources, the appropriate University supervisor, and steward under whose jurisdiction the potential grievance falls, to discuss the potential grievance and attempt to reach a resolution.

Step 2. If the potential grievance is not resolved at the Step I meeting, the Union will reduce such grievance to a formal written grievance within two (2) working days and submit it to the Human Resources Department. The written grievance will be a subject of discussion at the Step 3 meeting in accordance with the grievance procedures as outlined in Section 8.

2. All provisions of Section 8 following Step 3 remain in effect under this accelerated procedure.

SECTION 35 MISCELLANEOUS

A. Weapons.

All provisions for weapons shall be in accordance with Board of Control policy. All qualified officers of the Department of Public Safety shall carry a department approved weapon. To qualify to carry a firearm, all officers will meet both state and Michigan Technological University standards.

B. Public Safety Requirements.

All Public Safety Officers must be certified police officers of the State of Michigan or meet MCOLES standards.

C. In-Service Training.

The Public Safety Department will take part in training updates, the same as other local departments. Updates are paid for with State 302 funds.

D. CPR/AED Training.

1. CPR/AED training classes are mandatory for all Public Safety Officers. At the Department's expense the Department will provide CPR/AED training classes for all officers, and the Department will keep all officers proficient in CPR/AED.

2. CPR mouth protectors will be furnished to all officers at Department expense.

D. Investigations.

The intent of this guarantee is to protect and preserve the rights of members of the Association in matters involving them and the University. These matters shall include investigation of misconduct involving investigation leading to criminal charges or violation of department policy, and the keeping of personal records.

Whenever a member is under investigation by this or any other investigative agency over which the University has authority, he/she shall have the following rights:

1. To be notified of the name and the official capacity, if any, of all persons present during any interrogation of the employee;
2. To be notified of the nature of the questioning before any questions are directed to him/her.
3. To have present another member of his/her choosing.
4. To have present another member or an attorney of his/her choosing, if the investigation or interrogation involves criminal charges, or if he/she is under arrest.
5. To refuse to answer any questions if any of the above rights are denied him/her.
6. To be notified if any conversation is being recorded by either party prior to the conversation.
7. Prior to any employee being charged or disciplinary action taken about any citizen complaint, the complainant shall present the complaint in writing to the Manager of Public Safety. Said complaint shall be signed by the complainant.

SECTION 36

COMPLETE AGREEMENT

This contract represents the complete agreement between parties and supersedes any and all prior agreements, understandings, customs, and practices. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matters, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement may be amended, modified, or supplemented only by a written document signed by authorized representatives of both parties. This specific language will not result in the denial of any current economic benefit enjoyed uniformly by bargaining unit employees without negotiations of the parties.

SECTION 37

TERMINATION OR MODIFICATION

- A. This Agreement shall remain in full force and effect until 11:59 p.m., June 30, 2012.
 - B. After June 30, 2012, the contract shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party and received by the other party at least 60 days prior to the termination date contained herein.
- A. Notices provided for in paragraph A & B of this section shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association, to the Secretary-Treasurer of the Police Officer's Association with a copy to the Secretary-Treasurer of the Wisconsin Professional Police Association, and if to the University, addressed to the Director of Human Resources, Michigan Technological University, or to any such address as the Association or the University may make available to each other.

SECTION 38
BLOOD DONATION

- A. Release time of two (2) hours will be granted to employees to donate blood.

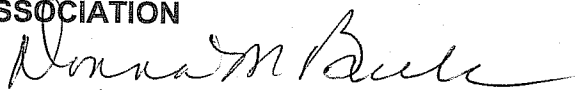
Appendix I

POA 2011-12 WAGES Effective July 1, 2011	
Position	Pay Range
Lieutenant	\$22.44 to \$23.67
Sergeant	\$21.17 to \$21.96
Patrol Officer	\$19.12 to \$19.87

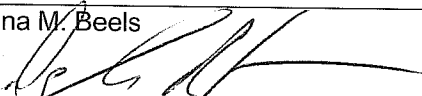
IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS:

Date Signed: June 26, 2011

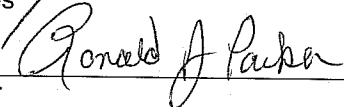
**FOR MICHIGAN TECHNOLOGICAL
UNIVERSITY POLICE OFFICERS
ASSOCIATION**



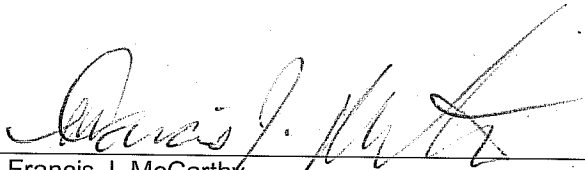
Donna M. Beels



Douglas R. Jones

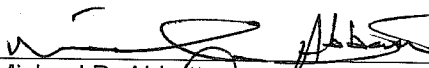


Ronald J. Parker



Francis J. McCarthy
Bargaining Consultant

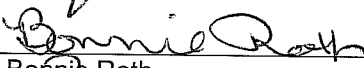
FOR THE UNIVERSITY



Michael D. Abbott



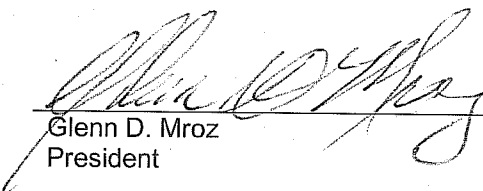
Brian J. Cadwell



Bonnie Roth



Renee Ozanich



Glenn D. Mroz
President

Ratified by MTU POA on: June 26, 2011

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