

**AGREEMENT**

**between**

**CENTRAL MICHIGAN UNIVERSITY**

**and**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**(POAM)**

**JULY 1, 2017 – JUNE 30, 2021**

**PREAMBLE**

The Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) and the Central Michigan University Police Officers Association recognize their responsibilities under federal, state and local laws relating to fair employment practices.

The University and the Association recognize the moral principles involved in the area of civil rights and have reaffirmed their commitment not to discriminate with respect to the terms and applications of this agreement. Because of the many remedies available under law, the provisions of this preamble are not grievable under this Agreement.

CMU does not discriminate on the basis of sex in the education program or activity that it operates, including admission and employment, and is required by Title IX of the Education Amendments of 1972 not to discriminate in such a matter.

Inquiries about the application of Title IX can be made to CMU's Title IX Coordinator, the US Department of Education's Assistant Secretary, or both.

CMU's Title IX Coordinator can be reached at:

Office: 103 E. Preston St.  
Bovee University Center, suite 306  
Mount Pleasant, MI 48858  
Email: [titleix@cmich.edu](mailto:titleix@cmich.edu)  
Phone: 989-774-3253

**TABLE OF CONTENTS**

**PREAMBLE**.....I

**TABLE OF CONTENTS**.....II

**AGREEMENT PROVISIONS** ..... - 5 -

**AGREEMENT** ..... - 5 -

**AID TO OTHER UNIONS** ..... - 5 -

**ENTIRE AGREEMENT** ..... - 5 -

**DEFINITIONS**..... - 5 -

        Provisional Employee ..... - 5 -

        Temporary Employee..... - 5 -

        Definition of an Officer ..... - 5 -

        Definition of a Probationary Officer..... - 5 -

**DUES**..... - 5 -

        Payment for Union Representation..... - 5 -

        Indemnification ..... - 6 -

        Payroll Deduction ..... - 6 -

            Deductions..... - 6 -

            Delivery of Authorization Form..... - 6 -

            When Deductions Begin ..... - 6 -

            Refunds..... - 6 -

            Disputes Concerning Deduction..... - 6 -

        Limit of University's Liability ..... - 7 -

        List of Due Paying Members..... - 7 -

**NEW MATTERS**..... - 7 -

**PURPOSE AND INTENT** ..... - 7 -

**RECOGNITION** ..... - 7 -

**RIGHTS OF THE UNIVERSITY** ..... - 7 -

**RULES AND REGULATIONS** ..... - 8 -

**SENIORITY** ..... - 8 -

**STRIKES** ..... - 8 -

**SUPPLEMENTAL AGREEMENTS**..... - 8 -

**TERMINATION AND MODIFICATION** ..... - 8 -

        Notice of Termination or Modification ..... - 9 -

**UNION BUSINESS**..... - 9 -

**VALIDITY** ..... - 9 -

**WAIVER**..... - 9 -

**WORK PROTECTION (SUBCONTRACTING)** ..... - 9 -

**DISPUTE/PROBLEM RESOLUTION** ..... - 9 -

**DISCIPLINE OR DISCHARGE**..... - 9 -

**GRIEVANCE AND ARBITRATION PROCEDURE**..... - 9 -

        Grievance Definition..... - 9 -

        Employee Grievance..... - 9 -

        Union Grievance ..... - 10 -

        Step One of the Grievance Procedure (Verbal)..... - 10 -

        Step Two of the Grievance Procedure (Written)..... - 10 -

        Step Three - Arbitration..... - 10 -

            Fees of the Arbitrator ..... - 11 -

            Power of the Arbitrator ..... - 11 -

        Finality of Decisions ..... - 11 -

        Computation of Back Wages ..... - 12 -

        Withdrawal of Cases ..... - 12 -

**INVESTIGATIONS** ..... - 12 -

**SPECIAL CONFERENCES** ..... - 12 -

**INSURANCE** ..... - 12 -

<b>FLEXIBLE BENEFITS PROGRAM</b> .....	- 12 -
<b>LIABILITY INSURANCE</b> .....	- 13 -
<b>TUITION BENEFIT</b> .....	- 13 -
<b>LEAVE</b> .....	- 13 -
<b>COURT-REQUIRED SERVICE</b> .....	- 13 -
<b>EDUCATION</b> .....	- 13 -
<b>FUNERAL LEAVE</b> .....	- 14 -
<b>HOLIDAYS</b> .....	- 14 -
Legal Holidays.....	- 14 -
Additional Holidays.....	- 14 -
Scheduling Work on a Holiday.....	- 14 -
Holiday Bank.....	- 15 -
Holiday Shifts.....	- 15 -
<b>MILITARY LEAVE</b> .....	- 15 -
Short Tour Military Leave.....	- 15 -
Long-Term Military Leave.....	- 15 -
<b>PERSONAL LEAVE</b> .....	- 15 -
Personal Leave With Pay.....	- 15 -
Personal Leave Without Pay.....	- 15 -
<b>SICK LEAVE</b> .....	- 15 -
Use of Sick Leave Days.....	- 16 -
Medical Statement.....	- 16 -
Definitions (applicable to sick leave).....	- 16 -
Working day.....	- 16 -
Work week.....	- 16 -
Abuse of Sick Time.....	- 16 -
Sick Day Award.....	- 16 -
Medical Condition Following Leave.....	- 16 -
Medical Dispute.....	- 16 -
Physical Examination.....	- 17 -
Medical Information.....	- 17 -
Drug/Alcohol Testing.....	- 17 -
Reasonable Suspicion Testing.....	- 17 -
Post-Accident Testing.....	- 17 -
Return to Work Testing.....	- 17 -
Consequence of a Positive Test Result.....	- 17 -
Opportunity to Justify a Positive Test Result.....	- 18 -
Refusal to Submit, Failure to Appear or Tampering.....	- 18 -
Failure to Give Adequate Sample.....	- 18 -
Confidentiality and Access to Records.....	- 18 -
Resources/Assistance.....	- 18 -
Family and Medical Leave.....	- 18 -
<b>VACATION</b> .....	- 19 -
Accrual of Vacation.....	- 19 -
Use of Vacation Time.....	- 19 -
<b>PAY</b> .....	- 19 -
<b>BONUS TIME</b> .....	- 19 -
<b>OVERTIME AND COMPENSATORY TIME</b> .....	- 20 -
Overtime Rate.....	- 20 -
Computation of Overtime.....	- 20 -
Pyramiding of Overtime Prohibition.....	- 20 -
Overtime Fairness.....	- 21 -
<b>RETIREMENT</b> .....	- 22 -
Mandatory Retirement.....	- 22 -
CMU Retiree Status.....	- 22 -
<b>SHIFT DIFFERENTIAL</b> .....	- 22 -
<b>TRAVEL TIME</b> .....	- 23 -

<b>WAGES</b> .....	- 23 -
<b>WORK ASSIGNMENTS / SCHEDULES</b> .....	- 24 -
<b>CLASSIFICATIONS</b> .....	- 24 -
<b>LAYOFF</b> .....	- 25 -
Short-Term Layoff.....	- 25 -
Indefinite Layoff.....	- 25 -
Recall Process.....	- 25 -
Command Officer Placement.....	- 26 -
<b>LIMITED DUTY ASSIGNMENTS</b> .....	- 26 -
<b>PROMOTIONS/SELECTION</b> .....	- 26 -
Announcement of Vacancies.....	- 26 -
Trial Period.....	- 26 -
<b>SHIFTS</b> .....	- 26 -
Shift Hours.....	- 26 -
Shift Coverage.....	- 27 -
Posting Schedules.....	- 27 -
Shift Selection.....	- 27 -
Schedule Change.....	- 27 -
Shift Trading.....	- 27 -
<b>UNIFORMS</b> .....	- 28 -
<b>APPENDICES</b> .....	- 30 -
<b>APPENDIX A: - UNIVERSITY MONTHLY CONTRIBUTIONS TOWARD INSURANCE*</b> .....	- 30 -
<b>APPENDIX B: M.U.C.H. (MICHIGAN UNIVERSITIES COALITION ON HEALTH)</b> .....	- 31 -
<b>LETTER OF AGREEMENT – HOLIDAY BANK ADMINISTRATION</b> .....	- 32 -
<b>2017-18 ADDITIONAL CLOSURE DAYS</b> .....	- 33 -
<b>INDEX</b> .....	- 35 -
<b>NOTES</b> .....	- 38 -

**AGREEMENT PROVISIONS**

***AGREEMENT***

- 1 This Agreement is entered into this 1st day of July, 2017 between the Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan) herein called "University," and the Police Officers Association of Michigan (POAM), herein called "Union." Each reference to officers of the Association refers to the local officers at Central Michigan University.

***AID TO OTHER UNIONS***

- 2 The University will not aid, promote or finance any other group or organization which purports to engage in collective bargaining or make any agreement with such group or organization for the purpose of undermining the Union.

***ENTIRE AGREEMENT***

- 3 This Agreement consists of the pages in this document numbered from one (1) through thirty-three (33) inclusive, as well as letters of agreement and such other agreements reached by the parties pursuant to Article 14 (SUPPLEMENTAL AGREEMENTS). This constitutes the entire Agreement between the parties.

***DEFINITIONS***

- 4 **Provisional Employee:** An employee who is employed for a period of time which will equal or exceed one (1) academic year with the duration of their appointment contingent upon the continuation of the program and the availability of funds subject to appropriate provisions of the Collective Bargaining Agreement.

**Temporary Employee:** An employee who works at a temporary job for a specific reason. It is not the intent of the University to permanently replace bargaining unit employees with temporary employees.

**Definition of an Officer:** As used in this Agreement, the term "officer" means a member of the bargaining unit as described in the recognition provision.

**Definition of a Probationary Officer:** New officers hired into the CMU Police shall be considered as probationary officers for the first year of their continuous employment. When an officer successfully completes the probationary period, the officer shall be entered on a seniority list of the Department and shall be credited with full seniority for continuous service from the latest date of hire as a regular employee with the University including the probationary period. There shall be no seniority among probationary officers. Discharge or discipline of probationary officers is not grievable under this Agreement. Probationary officers are prohibited from using the arbitration process.

***DUES***

- 5-1 **Payment for Union Representation:** Membership in the Union shall not be required as a condition for continued employment at the University. It is recognized by the University and the Union that the Union, by virtue of its commission, has been designated as the exclusive bargaining agent for all the employees described in the Recognition Article of this Agreement, regardless of their membership in the Union. Consistent with the requirements of the Michigan Public Employment Relations Act ("PERA"), as amended, the parties further recognize that employees covered by this Agreement may not be compelled to:

- A. Become or remain a member of a labor organization or bargaining representative or otherwise affiliate with or financially support a labor organization or bargaining representative.
- B. Refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
- C. Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.

D. Pay to any charitable organization or third party an amount that is in lieu of, equivalent to, or any portion of dues, fees, assessments, or other charges or expenses required of members of or public employees represented by a labor organization or bargaining representative.

**5-2 Indemnification:** As a condition of the effectiveness of this Article, the POAM agrees to indemnify and save Central Michigan University harmless against any and all claims, demands, costs, suits, or other forms of liability that may arise out of, or by reason of, action taken by Central Michigan University for the purpose of complying with any or all sections of this Article.

**5-3 Payroll Deduction:** The University agrees in accordance with, and to the extent of, any applicable state or federal laws to deduct on a biweekly basis, membership dues in an amount established by the Union, proportionately each pay period, from all wages due all members of the Union who individually and voluntarily give the University written authorization to do so and shall forward such dues to the Treasurer of the Union at an address furnished in writing to the University by the Union on or before the seventh (7th) day after each pay date. Such written authorization shall be effective until revoked in writing signed by the employee and delivered to the Union and the Payroll Office. Revocation will be effective as of the payroll period following receipt of notice by the Payroll Office. The Union agrees to indemnify and save the University harmless against any and all claims, suits, or other forms of liability arising out of the deduction of money for Union dues from any employee's pay. The Union assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Union as set forth above.

The aforementioned authorization shall be in the following form:

<b>CENTRAL MICHIGAN UNIVERSITY</b> Payroll Deduction Authorization	
I, _____, hereby authorize the University to deduct from my earnings each biweekly payroll period the indicated amount and to remit this deduction to the Central Michigan University Police Officer's Association.	
Purpose of Deduction: _____	Effective Date: _____
Amount of Deduction: _____	
Dated _____	Signature _____ SS#(last four) □□□□

- A. **Deductions:** Deductions shall be made only in accordance with the provisions of said authorization for deduction of fee, together with the provisions of this Agreement. The University shall have no responsibility for the collection of membership dues, fees, or special assessments, or for any other deductions not in accordance with this provision.
- B. **Delivery of Authorization Form:** A properly executed copy of such authorization for deduction of fee form for each employee for whom the District membership dues are to be deducted hereunder shall be delivered to the University before any payroll deductions are made. Deductions shall be made thereafter only under authorization for deduction of fee forms which have been properly executed and are in effect. Any authorization for deduction of fee which is incomplete or in error will be returned to the local Union Treasurer by the University.
- C. **When Deductions Begin:** Deductions under all properly executed authorization for deduction of fee forms shall become effective at the time the application is tendered to the University and shall be deducted from the first pay period beginning after that date and each pay period thereafter, provided the employee has sufficient net earnings to cover such payment.
- D. **Refunds:** In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution or Bylaws, refunds to the employee will be made by the Union.
- E. **Disputes Concerning Deduction:** Any dispute between the Union and the University which may arise as to whether or not an employee properly executed or properly revoked an authorization for deduction of dues form shall be reviewed with the employee by a representative of the Union and the designated representative of the University. Should this review not dispose of the matter, the dispute may be

referred to the grievance procedure provided hereunder. Until the matter is disposed of, no further deductions shall be made.

**5-4 Limit of University's Liability:** The University shall not be liable to the Union, by reason 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.

**5-5 List of Due Paying Members:** The Union shall furnish the University, within thirty (30) days after the effective date of this Agreement, the names of all employees paying dues directly to the Union. Thereafter, the Union will furnish the University a monthly list of any changes.

***NEW MATTERS***

**6** The University and the Union acknowledge that during the negotiations which resulted in this Agreement, the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The parties have provided in this Agreement all of the means to meet their respective continuing obligation to bargain through "Special Conference" and "Grievance Procedure". Each party is required, in special conference only, to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University to refuse to negotiate during the term of this Agreement on any matter not covered by this Agreement and on any change to the provisions in this Agreement.

The University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and agree the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement.

***PURPOSE AND INTENT***

**7** The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the people of the State of Michigan as served by the University and the Union.

***RECOGNITION***

**8** The University recognizes the express desires of its employees to be represented by the Union as indicated in the consent election held on October 5, 1977, and acknowledges the certification of the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of employees in the bargaining unit as follows:

All regular, full-time police employees; service officers; and provisional employees in the CMU Police, excluding: Director, Chiefs, Lieutenants, Sergeants, Detectives, supervisors, confidential employees, administrators and executives of the University.

***RIGHTS OF THE UNIVERSITY***

**9** The University has the right to general supervision of the institution and the control and direction of all expenditures from the institution's funds. The University reserves and retains, solely and exclusively, all rights to manage, direct and supervise the University's work force, including, but not limited to, the right to hire, promote, demote, discipline, suspend, discharge, reclassify, transfer or lay off employees or to reduce or increase the size of the working force; to change the type of the working force; to change duties of employees; or to make reasonable judgments as to the ability and skill of employees; or to schedule means and materials to be used in accomplishing work and the constitutional purposes for which the University is organized; or to make assignments and determine work to be done; or to set the duties and responsibilities of employees; and to control the University property.



**RULES AND REGULATIONS**

- 10 While rules, regulations, and requirements may vary within the University, no such rule, regulation, or requirement shall be contrary to terms of this Agreement, nor shall any such rule, regulation, or requirement be implemented in an arbitrary or capricious manner. In addition, the arbitrary or capricious implementation of a rule, regulation or requirement shall be subject to review in the grievance and arbitration procedures.

**SENIORITY**

- 11 Seniority is defined as the length of an employee's continuous service as a regular employee with the University from the employee's latest employment date and shall be a factor in the event of a decrease in work force.

For purposes of computing probation time served within the CMU Police, a provisional police employee shall be granted credit towards completion of the probationary period for all continuous service as a provisional employee at such time as the employee becomes a regular full-time employee, providing that there was no break in service between the provisional appointment and the regular full-time appointment.

The seniority lists on the date of this Agreement will show the name, classification and pay level of each employee of the CMU Police entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date.

The University will keep the seniority list up-to-date at all times and whenever the Union representative or President shall raise a question of seniority, the University shall make the list available for that person's inspection for the purpose of settling the question. Length of continuous service with the University as a regular employee will be used for computation of vacation and sick leave.

**STRIKES**

- 12 The Union, its officers, agents, members and employees covered by this Agreement, agree that as long as this Agreement is in effect, there will be no strikes, sitdowns, slowdowns, stoppages of work, boycott, or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement.

**SUPPLEMENTAL AGREEMENTS**

- 13 The University and the Union may enter into agreements through special conferences and other means, which modify this Agreement. All supplemental agreements shall be subject to the approval of the University Board of Trustees and the membership of the Union and the Police Officers Association of Michigan. They shall be approved or rejected within a reasonable period of time following the date on which tentative agreement is reached between authorized representatives of the University and the Union.

**TERMINATION AND MODIFICATION**

- 14-1 This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2020.
- 14-2 If either party desires to terminate this Agreement, it shall, not earlier than ninety (90) nor later than sixty (60) consecutive calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided under this paragraph or notice of amendment or reopening, as herein provided, or if each party giving notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) consecutive calendar days written notice prior to the current year's termination date.
- 14-3 If either party desires to modify or change this Agreement other than through reopening, it shall, sixty (60) consecutive calendar days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) consecutive calendar day's written

notice of termination prior to the termination date. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.

- 14-4 Notice of Termination or Modification:** Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to the President of the Union; and if to the University, to the Employee Relations Office or to any such address as the Union or University does make available to the other in writing.

***UNION BUSINESS***

- 15** Union business, including, but not limited to contract administration, will be conducted during non-work time unless agreed to by the University. If conducted during work time, it will be unpaid.

***VALIDITY***

- 16** This Agreement shall be effective to the extent permitted by law; but if any part thereof is invalid, the remainder shall nevertheless be in full force and effect.

***WAIVER***

- 17** There are no understandings, agreements or practices, written or oral, which are binding on the University, other than the written agreements set forth in this agreement. No further understanding, agreement or practice shall be deemed to be a part of this agreement or binding on the University, unless it is in writing and signed by both the University and the Union.

***WORK PROTECTION (Subcontracting)***

- 18** In the event a decision is made to have work regularly and customarily performed by employees on University premises by a source outside the University, no employee shall be laid off or suffer a loss of base wages as a result of such a decision.

Within thirty (30) days following the ratification of this agreement by the bargaining unit and by the Board of Trustees, and on each succeeding July 1<sup>st</sup> thereafter during the life of this Agreement, the University will advise the Union as to whether or not the language in the preceding paragraph providing for no layoff or reduction in base wages will be in effect for that current fiscal year. If the above provision is not to be in effect, the University agrees to provide the Union at least sixty (60) calendar days' notice of the Employer's intent to subcontract work of the bargaining unit.

**DISPUTE/PROBLEM RESOLUTION**

***DISCIPLINE OR DISCHARGE***

- 19** Discharge, suspension or written reprimand of any employee may be referred to the second step of the grievance procedure if requested by the Union representative. An employee will be afforded the opportunity to sign any written reprimand, notice of suspension, or notice of discharge to substantiate that such employee has received the document. A copy may be given to the Union upon the employee's request.

In imposing any discipline on a current matter, the University will not take into account any prior verbal or written disciplinary action, which occurred more than three (3) years previously provided no discipline has been taken against the employee during the immediately preceding three (3) year period. An employee may attach explanatory notes, not to exceed five typewritten 8½x11 pages in length, to any record of discipline maintained in his or her personnel file.

***GRIEVANCE AND ARBITRATION PROCEDURE***

- 20-1 Grievance Definition:** Grievances, within the meaning of the grievance procedure and of the arbitration clause, shall consist only of disputes about the interpretation or application or alleged violations of the written clauses of this Agreement or written supplemental agreements thereto. For purposes of managing timelines set forth in Article 20, "day" shall mean "working day," i.e. Monday through Friday.

- 20-2 Employee Grievance:** Any employee grievances or questions of interpretation arising under the written provisions of this Agreement, or written supplemental agreements thereto, shall be presented and processed as set forth below. The aggrieved employee will be present at any step of the grievance and arbitration procedure, at the request of either party.

**20-3 Union Grievance:** The Union may only bring a grievance which is a question of interpretation and/or application of the provisions of this Agreement, or supplemental agreements thereto, other than one which can be processed under the above paragraph, arising under and during the term of this Agreement with the University and the Union. Such a Union grievance shall be filed by the local Union President or designated representative beginning at Step Two of the grievance procedure provided the grievance is submitted to the Employee Relations Office at the latter of either of the following two (2) time periods.

- A. Ten (10) days following the occurrence of the event giving rise to the grievance.
- B. Ten (10) days following the date on which the Union reasonably should have known of the facts giving rise to the grievance.

The local Union President or President's representative shall file a grievance on behalf of the Union and may attend at Step Two of the grievance procedure.

**20-4** Throughout the grievance and arbitration procedure, the aggrieved employee and one (1) Union representative will not lose pay during time actually spent in meetings with University representatives.

**20-5 Step One of the Grievance Procedure (Verbal) :** An employee who has a grievance concerning an alleged violation of the written terms of this Agreement may discuss the grievance with the Chief or designee. The employee should expeditiously, and in no event later than the latest of the following two (2) time periods, orally inform the Chief of the grievance in order to be a proper subject for the grievance procedure:

- A. Ten (10) days after occurrence of the event giving rise to the grievance.
- B. Ten (10) days after the date the employee reasonably should have known of the facts giving rise to the grievance.

The Chief or designee shall expeditiously, but no later than twenty-four (24) hours after the Chief is so informed, set a time and place for discussing the grievance.

**20-6 Step Two of the Grievance Procedure (Written) :** If the Chief or designated representative's answer is not satisfactory to the grievant, or if no answer is received, the Union President shall submit the grievance, on the mutually agreeable form, to the Employee Relations Office, no later than ten (10) days from the date of the first step grievance meeting. The local Union President or designated representative shall sign the grievance in order for it to be a proper matter for the grievance procedure. A meeting between the Union and representatives designated by the University, one (1) of which will be the Director/Employee Relations or his/her designee, will be arranged to discuss the grievance within ten (10) days from the date the grievance is received in the Employee Relations Office. A representative of the Police Officers Association of Michigan may attend the meeting. Time limits may be extended by mutual agreement.

The Union representatives may meet at a place designated by the University on the University's property for one-half hour period immediately preceding the meeting with the representatives of the University.

The University will answer the grievance in writing within ten (10) days from the date of the meeting at which the grievance was discussed as outlined in Step Two above.

The Union agrees that when the University deems it necessary to involve a higher level official of the University, and if requested, four (4) additional days for time of answer will be granted.

Any grievance not referred by the Union to arbitration or mediation within twenty (20) days of the date of the second step meeting shall be considered settled on the basis of the last answer and not subject to further review.

**20-7 Step Three - Arbitration:** If the Union is not satisfied with the answer at Step Two of the grievance procedure, then the Union may submit the matter to arbitration by notifying the Employee Relations Office in writing that the answer is not satisfactory and the Union is requesting arbitration. Such notice must be

received in the Employee Relations Office within twenty (20) working days of the second step meeting in order for the grievance to be properly referred for arbitration.

Within five (5) working days after the date on which the Employee Relations Office received the Union's notice of intent to arbitrate the Union and the University will meet to select an arbitrator from the panel of arbitrators shown below.

Tom Barnes	David Grisson	Robert McCormick
Joseph Girolomo	Michael Long	Barry Goldman
Mark Glazer	Nora Lynch	Ben Kerner

If either the Union or the University request, the meeting may be adjourned for a period of up to two (2) working days, at which time, it will reconvene and attempt to agree upon an arbitrator.

If the Union and the University cannot agree upon an arbitrator, the party bringing the grievance shall request a list of seven (7) names of arbitrators to be given to the University and Union by the Michigan Employment Relations Commission. If either party is dissatisfied with the list, it may, within three (3) working days after receipt, reject the list and request a new list of seven (7) arbitrators. Lists submitted to the Michigan Employment Relations Commission shall not contain the names of arbitrators who in the last ten (10) years have been members of, employed by, retained by, or associated with the University or the Union.

Within five (5) working days after the parties have received a list of seven (7) arbitrators which has not been rejected under this Agreement, the Union and the University shall meet for the purpose of determining an arbitrator. If the Union and University cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The representatives of the Union and the University shall then sign a paper stating the name of the arbitrator selected and the party bringing the grievance shall forward the paper, a copy of the contract, and the grievance and written answers thereto, to the organization submitting the list of arbitrators which will be forwarded to the arbitrator.

A representative of the Employee Relations Office will contact the arbitrator within ten (10) working days of the date of selection of the arbitrator.

**Fees of the Arbitrator:** The fees and approved expenses of an arbitrator shall be paid by the party not prevailing in the award as determined by the Arbitrator.

The party requesting a cancellation or postponement of arbitration hearings is responsible for all fees and expenses of the arbitrator associated with the cancellation or postponement.

**Power of the Arbitrator:** The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement; nor shall the arbitrator, in deciding a case where the arbitrator feels there is conflict between the agreement and law, vary from interpreting the Agreement; nor shall the arbitrator in deciding a case imply into the agreement provisions which are not in the written terms of the agreement; nor shall the arbitrator substitute the arbitrator's discretion for that of the University or the Union; nor shall the arbitrator exercise any responsibility or function of the University or the Union; nor shall the arbitrator imply into the grievance issues not expressly written into the grievance. Management reserves all rights as expressed in Section 12 unless expressly limited or prohibited by this agreement. The arbitrator is prohibited from ruling on any issue unless it is expressly limited or prohibited by this written agreement.

**Attendance:** All employees who have knowledge of an event may be required to testify. Witnesses may be excused and returned to work before and after they testify.

**20-8 Finality of Decisions:** The arbitrator's decision made in accordance with the arbitrator's jurisdiction and authority established by this Agreement shall be final and binding upon the University, the Union and the employee or employees involved.

**20-9 Computation of Back Wages:** No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the employee would otherwise have earned at such employee's regular rate.

**20-10 Withdrawal of Cases:** A grievance may be withdrawn by the Union without precedent, at any time before it is submitted to arbitration, upon written notice to the Employee Relations Office before the expiration of the time limit for submitting or advancing the grievance at any step of the procedure. A grievance which is withdrawn after submission to arbitration is withdrawn with prejudice.

### ***INVESTIGATIONS***

**21** The following are the rights afforded employees who are subject to investigation. Whenever a member of the bargaining unit is under investigation or subject to examination or questioning by an administrative employee of the University for any reason which could lead to disciplinary action, such investigation or questioning shall be conducted under the following conditions:

- A. The questioning should be conducted at a reasonable hour, preferably at a time when the member is on duty. If the questioning does occur during off-duty time, the employee shall be compensated for such time in accordance with the overtime provisions of the Collective Bargaining Agreement.
- B. The employee who is to be questioned shall be informed prior to the meeting of the name and position of the administrative employee in charge of the investigation as well as the name of all other persons who will be present during the meeting. The questions to be directed to the employee shall be asked by one (1) person at a time.
- C. The employee who is to be questioned shall be informed of the nature of the investigation. If a written statement is requested from the employee, a reasonable amount of time will be afforded the employee with a maximum of twenty-four (24) hours unless extended by mutual agreement.
- D. The investigation meeting shall be for a reasonable period of time and shall allow for personal necessity and rest periods as are reasonably necessary.
- E. The employee who is being questioned shall not be subject to abusive language. No promise of reward shall be made as an inducement to answer any questions.
- F. If a tape recording is made of the meeting, the employee shall have access to the tape if further proceedings are contemplated.
- G. If an employee requests union representation, the employee shall be afforded the appropriate union representation in accordance with the Weingarten decision.

### ***SPECIAL CONFERENCES***

**22** Special conferences for important matters will be arranged between the Union President and the University or its designated representative upon request of either party. Such meetings shall be between not more than three (3) representatives of the Union and the representatives of the University. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the conference is requested. The meeting may be attended by a person not in the bargaining unit hired by the Union to assist it.

Agreements reached at special conferences may be reduced to writing and when signed by a representative of both parties shall be binding on the parties.

## **INSURANCE**

### ***FLEXIBLE BENEFITS PROGRAM***

**23** All employees covered by this agreement are eligible to participate in CMU Choices, the University's Flexible Benefit Program.

In CMU Choices, each employee will have the opportunity, upon hire, to select from the options available. An annual open enrollment period will be held annually to afford employees the opportunity to change their

selections. Employees may make changes during the year if they have a family status change (birth, death, marriage, adoption, etc.). Status changes must be made on a prospective basis except for those relating to birth, adoption or placement for adoption. These changes must be made in the Benefits & Wellness Office within thirty (30) calendar days of the event.

Newly hired employees covered by this agreement are eligible for medical/prescription, dental, flexible spending account, life insurance and dependent life insurance, short-term disability, vision and long term disability coverage immediately on date of hire. All benefits terminate on the last day of employment.

Employees will not be allowed to carry duplicate health coverage (medical/prescription, dental and vision) for themselves, their spouse or their dependents through the University

University contributions are limited as set out in Appendix A. Amounts above the University contribution which are necessary to maintain benefits are the employees' responsibility and the University is authorized to deduct amounts from employees' pay.

For additional information on CMU Choices and the rules governing the program, please refer to the University's website at <https://www.cmich.edu/fas/hr/Documents/flexplandoc1.pdf>.

### ***LIABILITY INSURANCE***

- 24 The University carries liability insurance, which covers employees when performing their duties with respect to certain liability named in the policy. The University agrees to continue the insurance or other insurance, which is at least equal to the coverage for employees in the present policy. If the University does not carry such insurance, it agrees to self-insure coverage for employees equal to the current policy.

### ***TUITION BENEFIT***

- 25 All full- and part-time regular and provisional employees in an active pay status on the first official day of classes as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Benefit Plan which covers tuition for classes offered through the University. Tuition Benefit for College of Medicine courses is limited to the in-state, on-campus doctoral rate.

Full time employees are eligible for a maximum of twenty-four (24) credit hours in any fiscal year. Part time employees with appointments of 50% or greater are eligible for a prorated portion of the twenty-four (24) credit hour fiscal year maximum based on the ratio of their official FTE percent as compared to 100%. The specific terms of the tuition Benefit Plan govern participation and eligibility.

Tuition benefit not utilized by the officer is available to spouse/dependent children who desire to attend classes at Central Michigan University. Spouses and dependent child(ren) may take up to the annual maximum of twenty-four (24) credit hours.

To determine dependent eligibility, refer to the CMU Tuition Benefit policy (available on the CMU Human Resources website) or to the appropriate section of the IRS regulations.

Details are available in the Benefits & Wellness Office.

## **LEAVE**

### ***COURT-REQUIRED SERVICE***

- 26 An employee who serves on jury duty or as a subpoenaed witness (but not as a party to the action or as a party to an action against the University) will be provided paid release time from the regular schedule for such service, but in no case will the employee be entitled to any pay for time beyond the normal scheduled hours. An employee is expected to report for regular University duty when temporarily or permanently excused from attendance at court.

### ***EDUCATION***

- 27 **Leave for Education in Collective Bargaining Areas:** Leave of absence without pay may be granted to employees chosen by the Union to receive educational instruction in the area of collective bargaining and

contract administration. No more than two (2) employees at any one (1) time shall take such leave and any one (1) employee in the bargaining unit shall take no more than one (1) working day of this leave in any calendar year.

**FUNERAL LEAVE**

**28** An employee will be given leave of absence with pay not to exceed twenty-four (24) hours per occasion (at least one day of which is to attend the funeral) in case of death of any of the following relatives:

- A. Spouse, children
- B. Brothers, sisters, brothers-in-law, sisters-in-law
- C. Parents, fathers-in-law, mothers-in-law, grandparents, spouse's grandparents
- D. Relatives living in the same household

An employee will be given leave of absence with pay not to exceed twelve (12) hours per occasion to attend the funeral in case of death of an aunt, uncle, niece or nephew.

**HOLIDAYS**

**29-1 Legal Holidays:** The University recognizes the following legal holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day.

Each employee, not on leave of absence or layoff, who is not scheduled to work on such holidays shall be paid for eight (8) hours at the regular straight-time rate of pay provided that:

- A. Such employee is and has been on the active payroll of the University immediately preceding the holiday involved; and
- B. Such employee works or is excused from his/her scheduled work day immediately preceding and that employee's scheduled work day immediately succeeding the holiday involved.

An employee who is scheduled to work on any holiday and does not work that day or is not excused from work, shall receive no pay for such holiday.

When a legal holiday falls on a Sunday and under the Agreement the holiday is observed by the University on the following Monday and an employee's regular schedule required the employee to work on that Sunday with the following Monday off, the holiday for that employee will be Sunday. When a legal holiday falls on a Saturday and under the Agreement the holiday is observed by the University on the preceding Friday and an employee's regular schedule required the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be Saturday.

Employees required to work on one (1) or more of these legal holidays will be paid at two (2) times their straight-time rate for that day and will also be paid for an additional day at their straight-time rate in lieu of the holiday, or be given an additional day off within the calendar year, at a time to be arranged by the supervisor. If such additional time off cannot be arranged, the employees will be paid for an additional day at their regular straight-time rate, in lieu of the holiday.

**29-2 Additional Holidays:** All employees will receive the first working day before or after (to be designated by the University) Thanksgiving Day, four (4) days between Christmas Day and New Year's Day, and Christmas Eve Day or such other day as the employer may designate as additional holidays.

**29-3 Scheduling Work on a Holiday:** The University agrees to attempt to offer each employee the opportunity to work four (4) holidays each year. The service officer, the Assigned Investigator and the Community Policing officer will not typically be assigned to work on holidays. The Department reserves the right to assign holiday work to employees assigned to these positions based on operational needs as determined by the Department

The Department reserves the right, consistent with minimum shift requirements (see Article 46-2), to force all but one officer off of assigned schedules on any legal holiday as defined in 29-1, above.

**29-4 Holiday Bank:** Up to ninety-six (96) hours of holiday pay will be placed in a holiday bank for each Officer to cover the six (6) recognized legal holidays provided in Article 29-1 and the six (6) additional holidays provided in Article 29-2. Officers newly joining the Department will be credited with sufficient holiday hours in their bank to cover those holidays scheduled to occur during the remainder of his/her first calendar year of employment. Once the ninety-six (96) hours of banked holiday time has been depleted, Officers regularly scheduled to work but who are given the holiday off to maintain normal holiday staffing levels must use other paid time off to be compensated for the day.

If the University offers additional holidays in any calendar year beyond those provided in Article 29-2, the hours for such extra "additional" holidays will be added to the holiday bank. Such extra "additional" holiday hours shall not accumulate from year to year.

**29-5 Holiday Shifts:** for 12-hour shift purposes, holiday shifts begin at 7:00 a.m. on the day of the holiday and end at 7:00 a.m. on the following day. An employee scheduled to work during this 24-hour period will receive premium pay for the holiday and will be considered to have worked the holiday. Banked holiday time must be used in the contract year it is given.

***MILITARY LEAVE***

**30-1 Short Tour Military Leave:** All officers who belong to the National Guard, Officer's Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the officer's military pay and regular straight time rate, exclusive of all premiums, overtime, etc., if his/her military pay is less. The computation of this difference will be: University pay for the authorized period of time less all military pay and allowances for that period.

Alternatively, if the officer requests and is scheduled for vacation during this leave, the officer will receive full vacation pay rather than receiving the difference in pay as described above.

**30-2 Long-Term Military Leave:** The University will comply with appropriate state and federal laws in effect at the time a long-term military leave is granted and/or terminated.

***PERSONAL LEAVE***

**31-1 Personal Leave With Pay:** An officer will be given an approved absence not to exceed twenty-four (24) hours in any calendar year.

In the first year of hire, any officer hired before July 1 is provided twenty-four (24) hours and any officer hired after July 1 is provided twelve (12) hours. This type of leave may be used in units of one (1) hour or more.

**31-2 Personal Leave Without Pay:** Leaves of absence without pay of up to three (3) months may be granted at the discretion of the University for those officers who have been employed on a regular basis. Leaves may be granted for such reasons as, but not limited to, education, settlement of an estate, adoption of a child, serious illness of a member of the officer's family or child care, but not for the purpose of obtaining employment elsewhere.

Leaves of absence of this type may be extended by the University for additional three (3) month periods, but the total leave time shall not exceed one (1) year with notification to the Union.

***SICK LEAVE***

**32-1** Effective January 1, 1999, regular and provisional full-time CMU Police officers shall accrue sick leave at the rate of eight and sixty-seven one-hundredths (8.67) hours each month (one hundred and four (104) hours per year maximum accrual).

Sick leave may be accumulated up to one thousand and forty (1040) hours.

Sick leave will be paid at one hundred (100%) percent of the officer's regular wage rate.

An officer who has used all available sick leave will be removed from the payroll until he/she reports back to work, unless they choose to use other paid leave.



**32-2 Use of Sick Leave Days:** Under the conditions of the sick leave provisions, all officers in the bargaining unit may use their sick leave days for absences due to the physical condition of an officer caused by illness, injury or pregnancy in any month of the year that he/she is scheduled on the payroll. Sick leave can be used in units of one-half (1/2) hour or more.

Accrued sick leave may be used as "sick-family" to attend to members of the immediate family who are ill or injured. For the purposes of this provision, the definition of "immediate family" will be the same as that used in the FML guidelines found at:

[https://www.cmich.edu/office\\_president/general\\_counsel/Documents/p04003.pdf](https://www.cmich.edu/office_president/general_counsel/Documents/p04003.pdf).

**32-3 Medical Statement:** Each officer desiring consideration for sick leave benefits may be required to file with the University either a physician's statement or a sworn affidavit, at the University's election, that the claim for sick leave is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time, and the officer's pay will be reduced accordingly.

**32-4 Definitions (applicable to sick leave):**

- A. Working day: any day of the week, provided such day is a scheduled work day for the officer.
- B. Work week: for purposes of sick leave, a week shall be interpreted to mean any five (5) days of a regular work week determined by the officer's work schedule.

**32-5 Abuse of Sick Time:** The Union recognizes that abuse of sick leave or excessive sick leave is grounds for dismissal and other discipline as elected by the University

**32-6 Sick Day Award:** As shown below, Officers who have used not more than the specified number of sick leave days for each calendar year, will be awarded additional time off with pay to be used during the next calendar year at a time which is mutually agreeable to the University and the officer.

[Note: "sick/family" time is not excluded when determining qualification for award]

MAXIMUM NUMBER OF SICK LEAVE DAYS (HOURS) USED	NUMBER OF BONUS DAYS (HOURS) EARNED
Five (5) [40 hours]	Two (2) [16 hours]
Four (4) [32 hours]	Four (4) [32 hours]
Three (3) [24 hours]	Five (5) [40 hours]

**32-7 Medical Condition Following Leave:** An officer returning from a leave of absence for medical, sickness or personal leave without pay may be required to furnish a physician's statement as to that officer's physical condition and the physician's opinion as to the officer's ability to carry on his/her duties in a normal fashion. If the officer's condition would interfere with the performance of the officer's duties or might result in injury while working or might result in aggravating the condition, the University may refuse re-employment or may place reasonable conditions on re-employment. The University may require officers returning from any leave to see a physician designated by the University.

**32-8 Medical Dispute:** In the event of a dispute involving any officer's physical or mental ability to perform that officer's job upon return to work at the University from a layoff or leave of absence of any kind, the parties agree to the following:

- A. If the officer is not satisfied with the determination of the doctor designated by the University, that officer may submit a report from a doctor of that officer's own choosing and own expense.
- B. If the doctors' reports are contradictory, the officer may request that the University arrange a third opinion. The designated doctor of the University and the officer's doctor shall agree upon a third doctor to submit a report to the University and the officer. The decision of the third doctor shall be binding on the parties. The expense of the third party shall be shared equally by the University and the officer.

All references to doctor in the above paragraphs mean a recognized, certified professional in the appropriate field.

**32-9 Physical Examination:** All officers may be required by the University to submit to an annual physical examination for the purpose of determining their ability to carry on their duties in a normal fashion and for the purpose of obtaining a general statement as to the physical condition of the employees. The physical examination shall be conducted by a physician appointed by the University. The cost of such an examination is borne by the University.

**32-10 Medical Information:** When medical verification of absences or return to work is deemed necessary by a department administrator, such medical verification must be secured from the attending physician and must include the following information.

- A. Diagnosis
- B. Prognosis
- C. Treatment plan
- D. Why the illness/injury is debilitating
- E. The anticipated duration of the debilitating illness/injury
- F. Ability to perform employee's work

Due to the sensitive nature of the information provided, the University will treat it confidentially among those who need the information.

**32-11 Drug/Alcohol Testing:** In an effort to provide a safer, drug and alcohol-free workplace for employees, CMU has implemented a drug/alcohol testing program. All testing will be performed by a CMU designated collection site and laboratory. Controlled substances and/or alcohol testing will be done (as determined by the employer) through urinalysis, blood sample, or PBT (Preliminary Breath Test) and will test for the following controlled substances metabolites and alcohol:

- |              |                  |
|--------------|------------------|
| 1. Marijuana | 4. Phencyclidine |
| 2. Cocaine   | 5. Amphetamines  |
| 3. Opiates   | 6. Barbiturates  |

Testing will be done for current officers under the following circumstances:

- **Reasonable Suspicion Testing:** An officer will be subject to drug or alcohol testing if a supervisor reasonably suspects that the officer has reported to work or is working impaired. Testing for reasonable suspicion must be based on:
  - A. the observations of a trained supervisor or
  - B. specific, clearly stated concerns about the officer's appearance, behavior, speech, or smell.
- **Post-Accident Testing:** Any officer involved in a job-related accident involving the violation of a safety rule or standard, which did or could have resulted in serious injury or property damage, may be subject to drug and/or alcohol testing.
- **Return to Work Testing:** Officers returning to work after a positive test will be subject to testing prior to returning to his/her position. An officer must have negative test results to return to work. Officers will also be subject to periodic follow-up testing as designated by the Employee Assistance Program (EAP) professional.

**Consequence of a Positive Test Result:** The discipline process for any officer with a positive test under the reasonable suspicion testing or post-accident programs will be determined based upon the officer's past work history and may include termination from employment. Officers who test positive will be suspended without pay pending an evaluation by the EAP professional. The EAP professional will determine if enrollment in a rehabilitation program is necessary. Officers will be returned to work upon proof of enrollment in a rehabilitation program (if necessary) and/or negative test results on return to work drug and/or alcohol testing. Failure to present proof of participation in, or completion of the rehabilitation

program, will result in immediate termination. Officers returning to work after a positive test will be subject to random testing as determined by the EAP professional. A second positive test result at any point in the process will result in termination.

Levels for determining whether a drug test is positive or negative are the same as those set by the Department of Transportation for Commercial Drivers. The following initial cutoff levels are used to determine whether tests are negative:

Marijuana metabolite .....	100 ng/ml
Cocaine metabolites .....	300 ng/ml
Opiate metabolites* .....	300 ng/ml
Phencyclidine.....	25 ng/ml
Amphetamine.....	1,000 ng/ml
Barbiturates .....	300 ng/ml

\*25 ng/ml if immunoassay specific for free morphine

Confirmation tests will be conducted with a positive result on any test. In some cases, a confirmation test will be sent to an outside laboratory for confirmation of results.

**Opportunity to Justify a Positive Test Result:** All officers shall have the opportunity to submit medical documentation that may support a legitimate use for a specific drug. The information will be reviewed by the Medical Review Officer (MRO) of the testing laboratory to determine legitimacy. The MRO, or a representative of the MRO, will contact the officer and University of the decision as to whether the test is considered positive or negative.

**Refusal to Submit, Failure to Appear or Tampering:** Any officer who refuses to be tested, fails to report for testing within 60 minutes of notification, or attempts to influence the test results will be considered insubordinate, subject to discipline as such.

**Failure to Give Adequate Sample:** Any officer who fails to provide a urine, blood or PBT sample without valid medical explanation, shall be considered to have a positive test and subject to discipline as such.

**Confidentiality and Access to Records:** All actions taken under the authority of this program will be administered in a fashion to maintain the confidentiality of the officers. Results of all testing will be sent to the CMU Drug & Alcohol Coordinator, who will notify the officer of the results. In the event the results are positive, the CMU Coordinator will contact the officer's supervisor and the Employee Relations Office disclosing only that the results were positive. This is necessary in order to proceed with the discipline process and referral to the EAP.

**Resources/Assistance:** The University supports the prevention of substance abuse by its officers, and encourages officers with alcohol and other drug dependency problems to obtain assistance. Leaves of absence to obtain treatment may be obtained under the medical leave provision of the appropriate collective bargaining agreement or other University procedures. Officers with drug and/or alcohol dependency problems are encouraged to contact the Employee Assistance Program.

Any officer who voluntarily admits to a use/abuse problem and seeks assistance through the EAP will be exempt from the discipline process as a first time offender, but will be subject to random testing as specified by the EAP professional for one year after successful completion of a rehabilitation program. A positive test result or continued abuse subsequent to said program will subject the officer to any and all disciplinary actions up to and including termination.

**32-12 Family and Medical Leave:** In compliance with the Family and Medical Leave Act of 1993, the University will provide eligible employees paid/unpaid leave of up to twelve (12) workweeks per calendar year for certain family and medical reasons.

Employees may elect to leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, employees are required to use all paid vacation and personal leave (and all sick leave for the employees own serious health condition) prior to approved Family and Medical Leave without pay.

FOR REFERENCE ONLY: The use of Family and Medical Leave shall be in accordance with the University's Family Medical Leave guidelines found on the World-Wide Web at:

[https://www.cmich.edu/office\\_president/general\\_counsel/Documents/p04003.pdf](https://www.cmich.edu/office_president/general_counsel/Documents/p04003.pdf)

### **VACATION**

**33-1 Accrual of Vacation:** Officers employed on a twelve-month basis are entitled to:

- A. Ninety-six (96) hours of vacation per calendar year for the first twenty-four (24) months of employment, accrued at the rate of eight (8) hours per month;
- B. One hundred and twenty (120) hours of vacation per calendar year from the end of the twenty-fourth (24th) month to the sixtieth (60th) month, accrued at the rate of ten (10) hours per month; and
- C. One hundred and sixty (160) hours of vacation per calendar year beyond the sixtieth (60th) month, accrued at the rate of thirteen and one-third (13.333) hours per month.
- D. Officers may not accrue vacation in excess of three hundred (300) hours in accordance with the standard University policy. Vacation time is not accrued during periods when the officer is not on the active payroll.
- E. The University may change the method for accruing vacations provided officers receive the same number of vacation days per year as set forth in this Agreement.
- F. Any officer with less than one (1) year of service whose employment is terminated, automatically loses all right to accumulated vacation time. Officers with one (1) or more years of service, whose employment is terminated, will be entitled to all vacation time accumulated to the termination date up to a maximum of one hundred sixty (160) hours. An officer who does not give two (2) weeks notice of termination or retirement will not be paid for his/her unused vacation time upon termination.

**33-2 Use of Vacation Time:** The use of vacation time is governed by the following conditions:

- A. Vacation will be taken at a time agreeable with both the officer and the University, however all requests for vacation must be submitted to the Captain, or designee, at least three (3) workdays in advance.
- B. When University offices are closed by the administration for holiday or special recess, such time is not deducted from vacation time.
- C. If a holiday falls within an officer's vacation time, that day will not be deducted from the officer's vacation time.
- D. Vacation time may be used in units of four (4) hours or more.

### **PAY**

#### **BONUS TIME**

- 34 a.** Officers hired prior to 7/1/2014 who work a home football game or a commencement during a scheduled "long" weekend off (where that long weekend includes a Saturday), will be granted six (6) hours off, with pay, at a time that is mutually agreeable to the officer and the University. All time must be used within the contract year that it was granted.

Assigned Investigator and Service Officer who work a home football game or a commencement on a Saturday will be granted four (4) hours off, with pay, at a time that is mutually agreeable to the employee and the University. All time must be used within the contract year that it was granted.

Bonus time will be handled on the same basis as personal time; it must be used by or before the end of the contract year in which it was earned or it is lost. There will be no payout of any unused bonus time.

If the CMU Police Department should ever revert to an 8-hour day work schedule, bonus time will revert to four (4) hours.

Special events may be covered with on-duty personnel at the Department's discretion.

Economic or budgetary changes can lead to alteration of this order.

- b. The University offers a one-time payment of \$1,667.00 to those members now eligible for Bonus Time who agree to opt out of any and all participation in the Bonus Time program effective 7/1/17. Any member electing this option must communicate this decision to the Department within one week following ratification by the union and the University. The Department will develop procedures to memorialize a member's decision to so opt out. Payment to members electing this option will be made after final ratification with the intent to complete the process by or before August 1, 2017.

#### **OVERTIME AND COMPENSATORY TIME**

- 35-1 Overtime Rate:** Time and one half the regular straight-time rate will be paid for all hours worked in excess of eighty-four (84) hours in an officer's bi-weekly work period when hours in addition to eighty-four (84) have been worked by an officer upon direction of the officer's supervisor, equivalent time off may be granted in lieu of pay (also computed at time-and-one-half). Overtime resulting from contracted Special Events paid for outside the CMU PD budget may only be taken as paid overtime.

In using compensatory time off in lieu of overtime pay, an officer who has requested use of accrued compensatory time off (which will not exceed forty-five (45) hours) must be permitted to use such time within a reasonable period after working the overtime hours, as long as such use would not unduly disrupt the operations of the department. For a supervisor to deny a request for compensatory time off, he/she must reasonably and in good faith anticipate that the time off would impose an unreasonable burden on the department's ability to provide an acceptable level of service if it were granted.

REFERENCE: The use of compensatory time shall be in accordance with the University's compensatory time guidelines. The allowance of compensatory time off in lieu of overtime pay is an option only available with the approval of the Chief or his/her designee.

- 35-2 Computation of Overtime:** For the purpose of computing overtime pay for over eighty-four (84) hours in a bi-weekly pay period, the following will apply:

- A. A sick day for which sick leave pay is made will be counted as a day worked.
- B. A vacation day for which vacation pay is received will be counted as a day worked.
- C. A holiday for which holiday pay is received will be counted as a day worked.
- D. A scheduled day covered by authorized use of "comp time" or personal days will be counted as a day worked.

For the purpose of computing overtime pay, the officer's straight-time rate (excluding premium pay for overtime) will include shift differential whenever applicable.

- 35-3 Pyramiding of Overtime Prohibition:** Allowance of overtime or premium pay (other than shift differential or higher classification work payment) for any hour or part of an hour excludes that hour from consideration

for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments.

The University agrees that officer's daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium.

All overtime shall first be offered to regular full-time officers in the appropriate classification.

**35-4 Overtime Fairness:** Distribution of overtime on a basis giving officers approximately equal overtime hours is a desirable goal. The two (2) parties recognize that in the CMU Police operations, situations do occur which do not always allow for the time needed to obtain absolute fairness in overtime.

- A. Whenever overtime is required, the officer with the least number of overtime hours within the required classification will be called first and so on down the list in an attempt to equalize overtime hours. Probationary officers may be excluded from consideration of overtime at the discretion of the University. Officers on limited duty are excluded from overtime if the overtime requires duties they cannot easily assume due to their current condition, as determined by the University. Officers in other classifications may be called as follows:
  - PD-1's may work overtime only in his/her group.
  - PD-2's may work overtime in all groups.
- B. Each time an officer is offered overtime the number of overtime hours worked will be credited to the officer's overtime total. Officers who refuse overtime on an offer basis and who are later ordered to work, despite their refusal, will have their overtime account credited only for the amount of overtime hours worked in that instance.
- C. The normal maximum officers are permitted to work is sixteen (16) continuous hours, except that in emergencies, they may be required to work more. The University reserves the right to deny an officer schedule changes that would require excessive sixteen (16) hour days in a row.
- D. Officers on paid time off or other approved leave of absence shall not be offered overtime.
- E. Officers who change groups, or new officers in any group, will be credited initially with the highest number of individual hours in the group, plus one (1) additional hour. If an officer is serving in an "acting" capacity and has not been permanently assigned to a new group, the officer will be credited initially with the highest number of individual hours in the group plus one (1) additional hour. Upon completion of the "acting" assignment, the officer will be returned to the officer's proper group and credited with the number of hours the officer has accumulated in that group prior to the "acting" assignment plus the number of hours the officer accumulated while serving in the "acting" capacity.

The overtime equalization chart shall be maintained, routinely updated, and made available. On each July 1, all officers on the overtime equalization chart will be maintained in their relative order (lowest hours to highest hours). Each Officer's starting hours on the overtime equalization chart for the new fiscal year will be set to their ranking on the chart (i.e., 1, 2, 3, 4, and so on) such that each officer on the July 1 chart is separated by one (1) hour from the Officer ahead and the Officer behind on the chart.

- F. The overtime record of an officer absent due to illness or injury for thirty (30) calendar days or more will be credited with the average overtime hours of all officers by equalization groups as of the date when the officer returns to work, unless, on that date, the officer's overtime record has a greater number of overtime hours than the average of the overtime for officers in that officer's equalization group. This applies to limited duty assignments and temporary assignments as well.

**36 SHORT TERM OVERTIME**

- A. When on-duty night shift officers are scheduled for short-term overtime (no more than one (1) hour) between 7:00 a.m. and 9:00 a.m., they should continue to work until the overtime

commences. They will receive overtime pay between 7:00 a.m. and the end of the overtime assignment.

- B. If the short-term overtime is scheduled to begin after 9:00 a.m., the officer will be excused at 7:00 a.m. He/she will then receive report-in pay for the overtime.
- C. When officers are scheduled for overtime within three (3) hours prior to the start of their regular shift, they should request overtime only for the time between the beginning of the overtime event and the beginning of their shift.
- D. When an officer's participation is no longer required for an overtime event, he/she may be released at the Department's discretion with pay for time worked at the appropriate rate.

**37 REPORT IN PAY**

When off duty officers are called in for overtime not in conjunction with their shifts, as shown below, they will be paid two (2) hours pay at time and one-half.

- Night Shift – 7:00pm to 7:00am
- Day Shift – 7:00am to 7:00pm

**RETIREMENT**

**38-1** POAM officers hired prior to January 1, 1996, are required to participate in the Michigan Public School Employees Retirement System (MPERS), as required by law.

The MPERS plan is governed by state statute and the conditions and provisions of this plan are subject to change by the state. MPERS plans require ten (10) years of vesting in order to be able to collect retirement benefits. Officers who enrolled in MPERS after January 1, 1990 were automatically in the Member Investment Plan (MIP), which requires an officer contribution that varies with salary but is approximately four percent (4%) of salary. Benefits from both the MIP and the Basic Plan are based on years of service and average salary.

**38-2** Effective the first of the month following ratification, POAM officers hired on or after January 1, 1996 will be eligible for the 403(b) Basic Retirement Program (403(b) Basic) as described below. (New officers who were previously in MPERS at one of the following seven state institutions: Central Michigan, Eastern Michigan, Ferris State, Lake Superior State, Michigan Technological, Western Michigan, or Northern Michigan will be required to re-enroll in MPERS.)

The 403(b) Basic program is a defined contribution plan with immediate vesting. There is no required officer contribution, although officers are encouraged to contribute toward their retirement through the University's voluntary tax deferred investment program.

University contributions to an employee's 403(b) Basic account will commence as of the date of hire.

University Contribution Toward 403(b) Basic: 10%

**38-3 Mandatory Retirement:** All officers shall retire not later than the fiscal year in which they attain the age of sixty-five (65). The University may grant extensions of service beyond the mandatory retirement age for indefinite periods not to exceed one (1) year each.

**38-4 CMU Retiree Status:** An employee will be eligible for CMU Retiree status if he/she has been employed for twenty-five (25) years and any age at Central Michigan University, or a minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.

**SHIFT DIFFERENTIAL**

**39** Bargaining unit members on 12-hour shifts will be paid thirty-five (35) cents per hour for each hour they work during the 7:00 p.m. to 7:00 a.m. shift as additional compensation. No other shift differential shall apply.

If the CMU Police Department should ever revert to an 8-hour day work schedule, bargaining unit members will be paid twenty-five (25) cents per hour for each hour they work on second shift as additional compensation and shall be paid thirty-five (35) cents per hour for each hour they work on third shift as additional compensation.

Such differential is to be added to the total wages, does not increase the hourly rate and will be paid only for the hours worked on the respective shifts.

**TRAVEL TIME**

40 For training programs of one day's duration or less, all travel will be included in the employee's normal 12-hour work day. If the training program ends before the employee's 12-hour shift ends, the employee may work the balance of his/her shift or may use available comp time or personal time to cover.

For week-long training programs and schools, the employee's work schedule for that week will be changed to five 8-hour days. Travel time to and from the location of the training will be paid at the employee's regular hourly rate, and travel hours will count towards computation of the 84 hour work period overtime limit.

**WAGES**

41 The wage schedule shall be as set forth in this article. Officers promoted shall be brought at least to the minimum salaries set forth at the pay level to which the promoted officer's new classification is allocated. Due to the longevity and parking buyouts, current officers will be grand parented and not paid at any particular rate. All new officers will be hired on the rate schedule.

**Wage Schedule 2017-18**

	Rate A	Rate B	Rate C
PD-1	\$14.31	\$16.63	\$19.27
PD-2	\$20.10	\$23.27	\$27.00

Rate "A" of PD-1 and PD-2 pay levels applies to an officer who has completed up to two (2) years of relevant experience.

Rate "B" of PD-1 and PD-2 pay levels applies to an officer who has completed at least two (2) years but less than four (4) years of relevant experience

Rate "C" of PD-1 and PD-2 pay levels applies to an officer who has completed at least four (4) years of relevant experience.

Experience, as used herein, is that work experience accumulated by an officer before and/or during Central Michigan University employment.

All rate change adjustments will be made at the beginning of the fiscal year following completion of the experience requirements above in this article.

**2017-18:** Pay rates are maintained at the rate in effect June 30, 2017.

**2018-19:** Wage rates to be adjusted on same basis as P&A employee group.

**2019-20:** Wage rates to be adjusted on same basis as P&A employee group.

The University reserves and retains the right to modify the pay period cycle. This clause overrides any other contract language concerning bi-weekly pay periods or other pay cycles.



**WORK ASSIGNMENTS / SCHEDULES**

**CLASSIFICATIONS**

- 42 New or Changed Classifications:** In the event a new classification is established or an existing classification is changed, the University shall assign it to a pay grade in the wage schedule on the basis of the relative value of the new or changed classification in comparison with existing classifications.

The following procedures will be followed whenever a new or changed classification is assigned to a pay grade:

- A. The University shall provide the Union with a written classification description of the new or changed classification which shall describe the job contents sufficiently to identify the classification.
- B. Upon receipt of the University's classification description, two (2) representatives of the Union may meet with representatives of the University to discuss a new or changed classification and placement on the wage schedule.
- C. The parties will meet to discuss whether a position or classification change is a lateral transfer or promotion and the methods by which an officer may apply for the position.

**43 SPECIAL ASSIGNMENTS:**

- A. The Department may assign officers to special assignments as part of their police duties. These assignments include, but are not limited to, assignments to drug investigation including BAYANET; Community Policing activities (CPO); and investigative assignment (Detective/AIP).
- B. The normal pay period for these assignments will be bi-weekly, and shall consist of 84 scheduled hours per pay period.
- C. The Department will solicit letters of interest for ongoing special assignments every two years.
- D. The department will post an internal notice of special assignment opportunities. Officers interested in a special assignment will provide written notice of such interest to the Captain. The Department will interview officers who have provided written notice of interest in the special assignment.
- E. The assignment of an officer to the special assignment shall be at the sole discretion of the Director/Chief of CMU Police Department. The Director/Chief of CMU Police Department has the sole and exclusive discretion to select and appoint an Officer to that Assignment
- F. Officers assigned to Special Assignments will develop and submit to the Captain for approval and/or modification a flexible work schedule to fulfill the responsibilities assigned to him/her. Scheduling changes from the established shift shall not result in overtime to the officer or exceed a bi-weekly work period of 84 hours except during "emergency situations" as referenced elsewhere in this Agreement and as approved by management.
- G. Officers selected for Special Assignments may be excluded from working holidays at the discretion of the Department.
- H. The Chief of Police, or his/her designee, may terminate an Officers Special Assignment at any time on 10 days' notice.
- I. Officers on Special Assignment (except BAYANET) shall remain on the regular overtime call-in list. For Officers in Special Assignments, any need for overtime related to the Special Assignment, as authorized by the Director/CMU Police Department (or designee), shall not be subject to the provisions of Paragraph 35-4(A). If scheduling and availability permit, officers on Special Assignment may be called to work overtime as offered by policy and eligibility conditions of the regular overtime procedures.
- J. The normal scheduling provision of the collective bargaining agreement will not apply to officers in Special Assignments. Officers shall have the right to leave this assignment and be returned to normal patrol duties subject to not less than sixty (60) days notice prior to the end of the shift term. The parties

agree that the intent of this provision is to provide minimum disruption to established patrol officer shift assignments, and that the reassigned officer may exercise his/her rights to bid a different shift at the next Shift Selection (Article 46-4).

- K. Officers assigned as Assigned Investigator may identify themselves as "detective"; may request a clothing reimbursement of up to but not more than \$400 annually for purchase and maintenance of "plain clothes;" and may launder these "plain clothes" through the CMU PD dry cleaning program. The amount of this clothing reimbursement actually reimbursed shall be at the discretion of the Chief of Police, or designee. Assigned Investigator will receive a 40¢ per hour wage adjustment for the duration of the assignment.
- L. Officers assigned to BAYANET may request a clothing reimbursement of up to but not more than \$400 annually for purchase and maintenance of approved clothing and accessories. The amount actually reimbursed shall be at the discretion of the Chief of Police, or designee. The Officer shall be responsible for cleaning and maintenance of these items. At the Chief's administrative discretion, additional compensation may be provided to those employees who volunteer to participate in the BAYANET program.

**LAYOFF**

**44-1 Short-Term Layoff:** When the University, or a portion of the University, is closed, officers may be laid off for up to twenty-five (25) working days, without notice, at the University's sole discretion.

**44-2 Indefinite Layoff:** When a decrease or reallocation in the work force is made, resulting in layoff of regular officers, the following procedure shall be followed:

- A. The University shall designate those positions which are to be vacated by reason of a layoff. Officers to be laid off for an indefinite period of time will have at least seven (7) days written notice of layoff.
- B. In the event of layoffs or reduction in the work force, all temporary, provisional and probationary officers shall be laid off before any regular full-time officers.
- C. The layoff of temporary, provisional, probationary and regular officers in the same classification shall be in the inverse order of seniority.
- D. An officer who so requests, should in lieu of layoff, be transferred or demoted, conditioned upon ability to perform the work available, in the following order of priority:
  - 1. To a vacancy in the same classification.
  - 2. To replace an officer with the least seniority in the officer's same classification.
  - 3. To a vacancy in the officer's classification series assigned to the next lower pay level within the department.
  - 4. To replace the least senior officer in the officer's classification series at the next lower pay level within the officers seniority group.
- E. An officer who is laid off will have his/her name remain on the eligibility list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.

**44-3 Recall Process:** An officer with seniority, who has been laid off pursuant to the provisions of the above sections, shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure contained in the above section.

Notice of recall shall be sent to the officer at the officer's last known address by registered or certified mail. If an officer fails to report to work within ten (10) days from the date of mailing of notice of recall, the officer shall be considered a quit. Extensions may be granted by the University in proper cases.

Officers recalled after a layoff which lasted for one (1) year or more may be required to successfully pass a physical examination at the University's expense before the return to work.

- 44-4 Command Officer Placement:** Where a Sergeant or Corporal is laid off and is to be returned to the Patrol Officers' unit, the laid off employee will displace the least senior Patrol officer provided the Sergeant or Corporal has greater seniority than the officer. Thereafter, the employee's standing for shift bids, vacation and the like will be based on his/her seniority.

If a Sergeant or Corporal voluntarily relinquishes his/her rank within one year from date of promotion and requests to be returned to the Patrol Officers' unit, or if a Sergeant or Corporal requests to be returned to the Patrol Officers' unit for medical reasons that would not prevent the employee from fully discharging his/her responsibilities as a patrol officer, the returning Sergeant or Corporal will displace the least senior Patrol officer provided the Sergeant or Corporal has greater seniority than the officer. Thereafter, the employee's standing for shift bids, vacation and the like will be based on his/her seniority.

If a Sergeant or Corporal voluntarily relinquishes his/her rank after completion of one year from date of promotion and requests to be returned to the Patrol Officers' unit, the return will be contingent on the availability of a vacancy within the Patrol Officers' unit. Following such a return, the employee's standing for shift bids, vacation and the like will be based on his/her seniority.

When a Sergeant or Corporal is administratively reduced in rank and is to be returned to the Patrol Officers' unit, the returning employee will displace the least senior Patrol officer on the basis of the returning employee's seniority. Thereafter, the employee's standing for shift bids, vacation and the like will be based on his/her seniority.

**LIMITED DUTY ASSIGNMENTS**

- 45** Limited duty assignments will be discussed with the Union on a case-by-case basis.

**PROMOTIONS/SELECTION**

- 46-1 Announcement of Vacancies:** Vacancies within the bargaining unit will be announced by the Employment Services Office by a posting on the Human Resources website and on a bulletin board outside the Employment Services Office and on a CMU Police departmental bulletin board five (5) weekdays (excluding holidays) before they are filled.

The University agrees to publish selection process guidelines each time, and at the time, a Sergeant's vacancy is posted.

- 46-2 Trial Period:** Internal bargaining unit applicants, who have been promoted shall be granted a trial period of thirty (30) calendar days to determine:

- A. The officer's ability to perform the work and,
- B. The officer's desire to remain in the position.

- 46-3** During the trial period, the officer shall have the opportunity to revert back to the officer's former classification. If the officer is unsatisfactory in the new position, notice and reason shall be submitted to the officer by the University with a copy provided the Union if the officer so requests. The matter may then become a proper subject for the grievance procedure.

**SHIFTS**

- 47-1 Shift Hours:** The shift hours shall be as follows:

- First Shift                      7:00 a.m. to 7:00 p.m.
- Second Shift                    7:00 p.m. to 7:00 a.m.

The work day begins with the 7:00 a.m. shift.

The Department reserves the right to change shift schedules on thirty (30) days notice.

**47-2 Shift Coverage:** Minimum shift for twelve (12) hour shifts shall be two (2) sworn personnel (e.g., Patrol Officer; Sergeant) per shift. While it is not the University's intention to avoid its obligations under Article 46-2, if the University is unable to achieve minimum staff because a replacement is not immediately available to cover short staffing situations this circumstance shall not be subject to arbitration.

A uniformed officer may not leave his/her shift until properly relieved. Proper relief takes place only when the incoming officer is present and in proper uniform. Pay for the relieving officer begins on the later of the scheduled start of his/her shift or the officer's arrival on shift in proper uniform.

Patrol Officers will not routinely be assigned dispatch functions, but may in unusual circumstances be assigned to assist in Dispatch on a temporary basis.

Special events may be covered with on-duty personnel at the Department's discretion.

Economic or budgetary changes can lead to alteration of this order

**47-3 Posting Schedules:** The University agrees to post a four (4) week schedule (two (2) firm, two (2) for information). The University will not dictate a split shift more than three (3) times per year for each officer. Any additional splitting of shifts must be by mutual consent.

**47-4 Shift Selection:** Patrol Officers will be allowed to bid for a "permanent" schedule for each term by seniority. The three (3) shift terms will be:

- A. Fall Term - August to December
- B. Winter Term - January to May
- C. Summer Term - May to August

The bidding will be conducted six (6) weeks before the first day of the terms. After the bidding is concluded, bargaining unit members will not be able to bump to another shift for the purposes of taking classes. Management retains the right to schedule officers as necessary.

With regard to female officers in sexual assault cases, the Police Officers Association and the CMU Police administration recognize that from time to time, a female officer's presence is required. As such, female officers called in on overtime to handle these types of incidents will be done outside of the normal call-in overtime provisions and will be beyond the grievance process with regard to the call in.

**47-5 Schedule Change:** In the event that a permanent schedule change in hours, days or weeks is seriously contemplated, the University will call for a special conference before implementing the schedule change.

**47-6 Shift Trading:** Shift trading will be governed by the following:

- A. Shift trade request forms must be completed without markovers or erasures.
- B. Trades must be authorized in advance by an administrative officer and will not be unreasonably withheld.
- C. Trades are not routinely permitted across classification lines.
- D. Trades will not generate overtime, (i.e., a court appearance or other commitment that would have taken place during a scheduled work period cannot become an overtime "call-in" situation as a result of a trade. If a request of this type was approved, it is understood that the officer would fulfill his/her responsibility at no additional cost to the Department).
- E. A trade may not result in temporary or probationary officers working together unless a regular, non-probationary officer or sergeant is working.
- F. If an officer who has agreed to work the shift of another officer does not appear, he/she may be held responsible, depending, of course, on the circumstances.

- G. When a supervisor is not on duty, the highest seniority police officer will act as a supervisor, irrespective of whether he/she is working as a result of a trade. However, the officer who would have received the higher classification pay prior to the trade will still be paid just as if he/she had worked as an acting supervisor.
- H. Responsibility for keeping a record of time owed to one (1) police officer by another will rest with the officers involved.

**UNIFORMS**

48

- A. The CMU Police Department will provide, and replace as appropriate, professional uniform apparel (to include footgear), and will provide professional cleaning services for the purposes of cleaning and maintaining officers' uniforms.
- B. Upon termination, all uniforms, badges, leather gear, weapons and other uniform accessories (excluding shoes) will be returned to the University.

49

***Physical Fitness Incentive***

The Department offers an annual \$300 incentive award to those members of the bargaining unit who successfully complete an annual physical fitness challenge course administered and proctored by the department each year. This physical fitness challenge course is based on the MCOLES sit-up, push-up and shuttle run standards. This program will be maintained as long as 50% or more of the bargaining unit members in the department participate in the program each year.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 30th day of June, 2017.

**FOR THE UNION:**

**FOR THE UNIVERSITY:**

\_\_\_\_\_  
Dan Kuhn, Business Agent  
Police Officers Association of Michigan

\_\_\_\_\_  
Dr. George E. Ross, President  
Central Michigan University

\_\_\_\_\_  
Jair F. Kollasch, President  
CMU POAM

\_\_\_\_\_  
Kevin J. Smart, SPHR  
Director/Employee Relations

\_\_\_\_\_  
Jeffrey W. Ballard, Vice President  
CMU POAM

\_\_\_\_\_  
Bill Yeagley, Jr.  
Chief of Police/CMU PD

\_\_\_\_\_  
Mark A. Smoker  
Bargaining Committee Member

\_\_\_\_\_  
Fred Harris  
Associate Director/CMU PD

\_\_\_\_\_  
Laura Martinez  
Bargaining Committee Member

\_\_\_\_\_  
Joseph L. Garrison  
Director/Financial Planning & Budgets

\_\_\_\_\_  
Larry S. Klaus  
Lieutenant/CMU PD

\_\_\_\_\_  
Cameron Wassman  
Lieutenant/CMU PD

\_\_\_\_\_  
Allissa K. Baxter  
Human Resources Consultant

**APPENDICES**

**APPENDIX A: - University Monthly Contributions Toward Insurance\***

**BENEFITS COST-SHARING MODEL, Full Time**

	2017-18		2018-19		2019-20	
	University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**	University Contribution*	Employee Contribution**
<b>Medical/Prescription</b>	87%	13%	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)
<b>Dental</b>	87%	13%	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)

\*Percentage (%) calculation is based on core plans each fiscal year.

**\*\*Actual employee contribution will depend on individual benefit elections.**

Percentages in this table, when applied to premium costs for “core plans” [PPO 1, PD 10/20/30, D 100/50/50] established at the beginning of each fiscal year, will determine the dollar value of University contributions towards the cost of medical/prescription and dental insurance for each level of coverage in each plan for full time employees. Should the University elect to change the basis on which “core plans” are defined, or to establish another basis for determining contribution allocations, the Union will be notified in writing not later than March 31<sup>st</sup> of any contract year of the changes that will be effective as of the immediately following July 1<sup>st</sup>. Employees are responsible for paying the difference between such dollar amounts and the cost of plans with higher premiums.

The annual increase in the University’s contribution effective July 1<sup>st</sup> is capped at 3% (i.e., the University will apply its percentage share from the table above to not more than 103% of the prior year premium costs for the “core plan” or such other basis as the University shall elect for determining contribution allocations).

**Monthly University Contributions Towards Life Insurance and Long Term Disability**

- Life**      The University will cover the premium cost for the basic Group Life Insurance coverage amount.
- LTD**      The University will cover the premium cost for the basic Long Term Disability Insurance coverage amount.

**APPENDIX B: M.U.C.H. (Michigan Universities Coalition on Health)**

Central Michigan University, along with the other fourteen state funded universities in Michigan, is a member of the Michigan Universities Coalition on Health ("MUCH"). One purpose of the coalition is to seek out ways to mitigate the rising cost of health care for participating institutions while preserving or improving the quality of service.

In the event MUCH, during the term of this Agreement, is able to provide participating institutions with a lower cost health care plan with a comparable level of services and plan design, CMU and POAM agree that:

1. All members of the CMU POAM bargaining unit will be converted to the MUCH plan closest in plan design to the CMU plan in which the member is enrolled immediately prior to the beginning of the plan year first following the availability of the MUCH plan.
2. In the event the University elects to implement a MUCH plan under the circumstances described above, the University reserves the right to substitute a plan of equal or comparable service and coverage should the MUCH plan costs increase beyond the costs of other generally available plans.



**LETTER OF AGREEMENT – HOLIDAY BANK ADMINISTRATION**

Central Michigan University (“CMU”, “University”) and the CMU Chapter of the Police Officers Association of Michigan (“Association”) are parties to a collective bargaining agreement (“Agreement”) expiring June 30, 2020.

1. The University establishes an annual calendar of holidays that recognizes six Legal Holidays (New Year’s Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day) and six Additional Holidays (the day after Thanksgiving; Christmas Eve Day or such other day as the employer may designate; and the four work days between Christmas Day and New Year’s Day). The University’s calendar for these holidays is administered on a calendar year basis (January 1<sup>st</sup> through December 31<sup>st</sup>).
2. These holidays are reflected in the Agreement in Articles 29-1 (“Legal Holidays”) and 29-2 (“Additional Holidays”).
3. Article 29-4, “Holiday Bank,” describes the method by which the 12 annual holidays described above are converted to aggregate hours and “banked” for ease of administration in a continuous operations unit, such as a police department.
4. The University takes note of the Central Michigan University Police Department’s practice of administering this holiday bank on a fiscal year basis (July 1<sup>st</sup> through June 30<sup>th</sup>), and will continue to respect that practice. However, the University reserves the right to require the Department to revert to a calendar year basis for annual holiday administration. In such a case, the University will provide the Department and the Union at least six months’ advance notice.

This Letter of Agreement is entered into in good faith by the parties and shall not otherwise serve to set precedent for the future interpretation or application of any term or provision of the Agreement.

AGREED TO AND ACCEPTED THIS \_\_\_\_\_ DAY OF JUNE 19, 2017:

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

---

Kevin J. Smart  
Director/Employee Relations

---

Jair F. Kollasch  
President

**2017-18 Additional Closure Days**

LETTER OF AGREEMENT BY AND BETWEEN CENTRAL MICHIGAN UNIVERSITY  
AND THE CMU POLICE OFFICERS ASSOCIATION OF MICHIGAN

Central Michigan University ("University") and the CMU Police Officers Association of Michigan ("Union") are parties to a collective bargaining agreement ("Agreement") expiring June 30, 2020.

1. Current contract language (Article 29-2) provides that bargaining unit members will receive December 24<sup>th</sup> (or such other day as the University may designate) and the four (4) working days between December 25<sup>th</sup> of the current year and January 1<sup>st</sup> of the following year as additional holidays.
2. For the 2017 Year End Holiday Period, the University intends to close operations beginning 5pm Wednesday, December 20, 2017 through Wednesday, January 3, 2018.
3. For the purpose of effecting this two week holiday closure, the parties agree that:
  - a. **Three "additional closure" days will be observed on Thursday, December 21<sup>st</sup>, 2017; Tuesday, January 2<sup>nd</sup>, 2018; and Wednesday, January 3<sup>rd</sup>, 2018.** The University will provide paid absence for bargaining unit members who would normally be scheduled to work during these additional closure days.
  - b. The December 24<sup>th</sup> Floating Holiday will be observed on Friday, December 22<sup>nd</sup>, 2017.
  - c. The Christmas Day Legal Holiday will be observed on Monday, December 25<sup>th</sup>, 2017.
  - d. December 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, and 29<sup>th</sup> 2017 will be recognized as the Additional Holidays normally occurring between December 25<sup>th</sup> and January 1<sup>st</sup>.
  - e. **The New Years' Day Legal Holiday will be observed on Monday, January 1<sup>st</sup>, 2018.**
4. **Employees must be in paid status on the last day of their normal work schedule which precedes the official University "year-end" closure (December 20<sup>th</sup>, 2017, 5:00pm); and in paid status on the first day of their normal work schedule on or after the University re-opening on January 4<sup>th</sup>, 2018, 8:00am (including shifts which begin before 8:00am but end after 8:00am on January 4<sup>th</sup>, 2018).**
5. Members of the bargaining unit who would normally be scheduled to work Thursday, December 21<sup>st</sup>, 2017; and/or Tuesday, January 2<sup>nd</sup>, 2018; and/or Wednesday, January 3<sup>rd</sup>, 2018 and who are in fact required to report for work on any or all of these dates will receive **regular pay for a normal work day, or overtime pay if the employee has been scheduled in on an overtime basis. "Additional holiday pay" will not be awarded for hours worked on any/all of these dates.**
6. Each member of the bargaining unit will be credited 8 hours "banked holiday" for each of the three "additional closure days" noted in paragraph 3(a) above.

This agreement is entered into in good faith by all parties and will not otherwise serve to amend or modify existing terms and conditions of the Agreement.

AGREED TO AND ACCEPTED THIS \_\_\_\_ DAY OF JUNE, 2017:

FOR THE UNIVERSITY:

FOR THE UNION:

\_\_\_\_\_  
Kevin J. Smart, SPHR  
Director/Employee Relations

\_\_\_\_\_  
Jair F. Kollasch  
President/CMU POAM

**Twelve-Month Extension of Collective Bargaining Agreement**

**LETTER OF AGREEMENT  
BY AND BETWEEN  
CENTRAL MICHIGAN UNIVERSITY  
AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

---

Central Michigan University ("CMU", "University") and the CMU Chapter of the Police Officers Association of Michigan ("Association") are parties to a collective bargaining agreement ("Agreement") expiring June 30, 2020.

1. The parties recognize and agree that the 2020 Coronavirus pandemic has had unprecedented impact on the operation of the University and on the Police Officers Association of Michigan.
2. In recognition of this, the parties mutually agree to extend the terms and conditions of the current Agreement to June 30, 2021. For clarity, for the term of this extension the wage provisions found in Article 41 and the benefit contributions provisions found in Appendix A will be on the same basis as may apply to members of the CMU Professional & Administrative employee group for 2020-21.
3. This Letter of Agreement is entered into in good faith by the parties and shall not otherwise serve to set precedent for the future interpretation or application of any term or provision of the Agreement.

AGREED TO AND ACCEPTED THIS 6TH DAY OF MAY 2020:

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

---

Kevin J. Smart  
Director/Employee Relations

---

Jason Van Conant  
President

---

Larry Klaus  
Chief of Police and  
Director/CMU Police Department

---

Dan Kuhn, Business Agent  
Police Officers Association of Michigan

**INDEX**

<u>Description</u>	<u>Page</u>	<u>Description</u>	<u>Page</u>
<hr/>		<hr/>	
<b>A</b>		<b>F</b>	
Accrual of Vacation	- 19 -	Failure to Give Adequate Sample	- 19 -
Additional Closure Days, 2017-18	- 34 -	Family and Medical Leave	- 19 -
Agreement	- 5 -	Fees of the Arbitrator	- 11 -
Agreement Provisions	- 5 -	Finality of Decisions	- 12 -
Aid to Other Unions	- 5 -	Flexible Benefits Program	- 13 -
Announcement of Vacancies	- 27 -	Funeral Leave	- 14 -
Appendix A			
- University Monthly Contributions Toward Insurance	- 31 -		
Appendix B			
M.U.C.H. (Michigan Universities Coalition on Health)	- 32 -		
<hr/>		<hr/>	
<b>B</b>		<b>G</b>	
Bonus Time	- 20 -	Grievance and Arbitration Process	- 10 -
		Grievance Definition	- 10 -
		Grievance Procedure, Computation of Back Wages	- 12 -
		Grievance Procedure, Fees of the Arbitrator	- 11 -
		Grievance Procedure, Finality of Decisions	- 12 -
		Grievance Procedure, Power of the Arbitrator	- 12 -
		Grievance Procedure, Step One (Verbal)	- 10 -
		Grievance Procedure, Step Three (Arbitration)	- 11 -
		Grievance Procedure, Step Two (Written)	- 10 -
		Grievance Procedure, Withdrawal of Cases	- 12 -
<hr/>		<hr/>	
<b>C</b>		<b>H</b>	
Classifications	- 24 -	Holiday	- 14 -
CMU Contributions for Benefits	<i>See Appendix A</i>	Holiday Bank	- 15 -
CMU Retiree Status	- 23 -	Holiday Bank Administration	- 33 -
Command Officer Placement	- 27 -	Holiday Shifts	- 15 -
Computation of Back Wages	- 12 -	Holiday, Additional	- 15 -
Computation of Overtime	- 21 -	Holiday, Legal	- 14 -
Confidentiality and Access to Records	- 19 -	Holiday, Scheduling Work	- 15 -
Consequences of a Positive Test Result	- 18 -		
Contract Documents	- 5 -		
Court Required Service	- 14 -		
<hr/>		<hr/>	
<b>D</b>		<b>I</b>	
Deductions	- 6 -	Indefinite Layoff	- 26 -
Definitions	- 5 -	Indemnification	- 6 -
Delivery of Authorization Form	- 6 -	Insurance	- 13 -
Discipline or Discharge	- 9 -	Investigations	- 12 -
Dispute/Problem Resolution	- 9 -		
Disputes Concerning Deduction	- 7 -		
Drug/Alcohol Testing	- 18 -		
Dues	- 5 -		
<hr/>		<hr/>	
<b>E</b>		<b>L</b>	
Education	- 14 -	Layoff	- 26 -
Employee Grievance	- 10 -	Leave	- 14 -
Entire Agreement	- 5 -	Leave For Education in Collective Bargaining Areas	- 14 -
		Letter of Agreement – Holiday Bank Administration	- 33 -
		Letter of Agreement –Additional Closure Days, 2017-18	- 34 -
		Liability Insurance	- 13 -
		Limit of University’s Liability	- 7 -
		Limited Duty Assignment	- 27 -

**CENTRAL MICHIGAN UNIVERSITY AND THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

---

List of Due Paying Members - 7 -

---

**M**

Mandatory Retirement - 23 -  
 Medical Condition Following Leave - 17 -  
 Medical Dispute - 17 -  
 Medical Information - 17 -  
 Medical Statement - 16 -  
 Military Leave - 15 -  
 Military Leave, Long-Term - 16 -  
 Military Leave, Short Term - 15 -

---

**N**

New Matters - 7 -  
 New or Changed Classifications - 24 -  
 Notice of Termination or Modification - 9 -

---

**O**

Officer, Definition - 5 -  
 Opportunity to Justify a Positive Test Result - 19 -  
 Overtime and Compensatory Time - 21 -  
 Overtime Fairness - 22 -  
 Overtime Rate - 21 -

---

**P**

Pay - 20 -  
 Payment for Union Representation - 5 -  
 Payroll Deduction - 6 -  
 Personal Leave - 16 -  
 Personal Leave With Pay - 16 -  
 Personal Leave Without Pay - 16 -  
 Physical Examination - 17 -  
 Post-Accident Testing - 18 -  
 Posting Schedules - 28 -  
 Power of the Arbitrator - 12 -  
 Preamble i  
 Probationary Officer, Definition - 5 -  
 Promotions/Selection - 27 -  
 Provisional Employee, Definition - 5 -  
 Purpose and Intent - 7 -  
 Pyramiding of Overtime Prohibition - 21 -

---

**R**

Reasonable Suspicion Testing - 18 -  
 Recall Process - 26 -  
 Recognition - 7 -  
 Refunds - 7 -  
 Report in Pay - 23 -  
 Resources/Assistance - 19 -

Result to Submit, Failure to Appear or Tampering - 19 -  
 Retirement - 23 -  
 Return to Work Testing - 18 -  
 Rights of the University - 8 -  
 Rules and Regulations - 8 -

---

**S**

Schedule Change - 28 -  
 Scheduling Work on a Holiday - 15 -  
 Seniority - 8 -  
 Shift Coverage - 28 -  
 Shift Differential - 23 -  
 Shift Selection - 28 -  
 Shift Trading - 28 -  
 Shifts - 27 -  
 Short Term Overtime - 22 -  
 Short-Term Layoff - 26 -  
 Sick Leave - 16 -  
 Sick Leave Definitions - 16 -  
 Sick Leave, Abuse of Sick Time - 17 -  
 Sick Leave, Medical Statement - 16 -  
 Sick Leave, Sick Day Award - 17 -  
 Sick Leave, Use of Days - 16 -  
 Special Assignments - 25 -  
 Special Conferences - 13 -  
 Step One of the Grievance Procedure (Verbal) - 10 -  
 Step Three - Arbitration - 11 -  
 Step Two of the Grievance Procedure (Written) - 10 -  
 Strikes - 8 -  
 Supplemental Agreements - 8 -

---

**T**

Table of Contents ii  
 Temporary Employee, Definition - 5 -  
 Termination and Modification - 8 -  
 Travel Time - 24 -  
 Trial Period - 27 -  
 Tuition Benefit - 13 -

---

**U**

Uniforms - 29 -  
 Union Business - 9 -  
 Union Grievance - 10 -  
 University Monthly Contributions Toward Insurance - 31 -  
 Use of Sick Leave Days - 16 -  
 Use of Vacation Time - 20 -

---

**V**

Vacation - 19 -  
 Validity - 9 -

**W**

		When Deductions Begin	- 6 -
		Withdrawal of Cases	- 12 -
		Work Assignments / Schedules	- 24 -
		Work Protection (Subcontracting)	- 9 -
Wages	- 24 -		
Waiver	- 9 -		

**NOTES**