

AGREEMENT

between

CENTRAL MICHIGAN UNIVERSITY

and

MICHIGAN FRATERNAL ORDER OF POLICE LABOR COUNCIL

(MFOPLC)

July 26, 2021 through June 30, 2024

PREAMBLE

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

The University and the Union 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:

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Bovee University Center, suite 306  
Mount Pleasant, MI 48858  
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**AGREEMENT PROVISIONS**

1. **AGREEMENT**

This collective bargaining agreement (“Agreement”) is entered into this 26th day of July, 2021 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 Michigan Fraternal Order of Police Labor (MFOPLC), herein called "Union." Each reference to officers of the Union refers to the local officers at Central Michigan University.

2. **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of work 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.

3. **SUPPLEMENTAL AGREEMENTS**

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. 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.

4. **VALIDITY**

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.

5. **WAIVER**

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.

6. **RECOGNITION**

The University recognizes the express desires of its Officers to be represented by the Union as indicated in the consent election held on April 8, 2021 and acknowledges the certification of the Union by the Michigan Employment Relations Commission (MERC Case No.: 21-B-0306-RC, certified April 20, 2021) as the “... exclusive representative of all the Officers in such unit for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment” for the term of this Agreement in the bargaining unit described below:

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

7. **MEMBERSHIP/DUES DEDUCTION**

A. MEMBERSHIP

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 has been designated as the exclusive bargaining agent for all the Officers 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:

- 1) 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.
- 2) Refrain from joining a labor organization or bargaining representative or otherwise affiliating with or financially supporting a labor organization or bargaining representative.
- 3) Refrain or resign from membership in, voluntary affiliation with, or voluntary financial support of a labor organization or bargaining representative.

- 4) 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 Officers represented by a labor organization or bargaining representative.

B. DUES

1) PAYROLL DEDUCTION

- a) 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 and a list of members paying to the union at the address listed in the collective bargaining agreement on or before the seventh (7th) day after each pay date.

Michigan Fraternal Order of Police Labor Council  
1457 East 12 Mile Road  
Madison Heights, Michigan 48071

- b) 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.
- c) 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.
- d) 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.
- e) 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.

2) AUTHORIZATION

The authorization for payroll deduction of dues shall be in the following form:

CENTRAL MICHIGAN UNIVERSITY 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 Michigan Fraternal Order of Police Labor Council.	
Purpose of Deduction: <u>DUES</u>	Effective Date: _____
Amount of Deduction: _____	
Dated _____	Signature _____ SS#(last four) □□□□

- a) 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.
- b) 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.
- c) 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.

- d) Termination of Deduction: An employee shall cease to be subject to deductions effective as of the pay period following receipt of written notice of revocation of dues deduction authorization in the Payroll Office. The Union shall be notified by the University of the names of such employees following the end of the pay period in which the termination of dues deduction authorization took place.
- 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.
- f) Indemnification As a condition of the effectiveness of this Article, the Union agrees to indemnify and save Central Michigan University harmless against any and all claims, demands, costs, suits, or any 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.

8. **UNION BUSINESS**

Union business, including, but not limited to contract administration, will be conducted during non-work time to the extent practical. If not practical, time spent by members of the bargaining unit performing union business during work time shall be unpaid.

9. **STRIKES**

The Union, its officers, agents, members and Officers covered by this Agreement, agree that as long as this Agreement is in effect, there will be no strikes, sit downs, 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.

10. **DEFINITIONS**

A. OFFICER

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

B. PROBATIONARY OFFICER

A person hired into the CMU Police Department as a Police Officer shall be a probationary Officer for the first year of continuous employment with the University. Upon successful completion of 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 Officer with the University including the probationary period. There shall be no seniority among probationary Police Officers. Discharge or discipline of probationary Police Officers is not subject to the grievance procedure.

C. PROVISIONAL OFFICER

An Officer 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.

D. TEMPORARY OFFICER

An Officer who works at a temporary job for a specific reason. It is not the intent of the University to permanently replace bargaining unit Officers with temporary Officers.

E. SENIORITY

Seniority is defined as the length of an Officer's continuous service as a regular employee with the University from the Officer's most recent hire date.

11. **RIGHTS OF THE UNIVERSITY**

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; to make reasonable judgments as to the ability and skill of employees; to schedule means and materials to be used in accomplishing work and the constitutional purposes for which the University is organized; to make assignments and determine work to be done; to set the duties and responsibilities of employees; and to control the University property.

12. **RULES AND REGULATIONS**

The University and the CMU Police Department shall have the exclusive authority to make and enforce rules, orders, and regulations deemed necessary by the Chief/CMU PD for the efficient and effective operation of the Department. Such rules and regulations cannot be applied in a manner that contravenes the express written provisions of this Agreement, nor may they be inconsistent with applicable federal or state law or university policy.

13. **DISCIPLINE OR DISCHARGE; INVESTIGATIONS**

A. DISCIPLINE

- 1) An Officer will be afforded the opportunity to sign any notice of discipline to substantiate that such Officer has received the document. A copy may be given to the Union upon the Officer's request.
- 2) In imposing any discipline on a current matter, the University may take into account any prior verbal or written disciplinary action that has been taken against the Officer within the past three (3) years.
- 3) An Officer 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.

B. INVESTIGATIONS

Whenever a member of the bargaining unit is under investigation or subject to examination or questioning by an administrative Officer of the University for any reason which could lead to disciplinary action, such investigation or questioning shall be conducted under the following conditions:

- 1) 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 Officer shall be compensated for such time.
- 2) The Officer who is to be questioned shall be informed prior to the meeting of the name and position of the administrative Officer 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 Officer shall be asked by one (1) person at a time.
- 3) The Officer who is to be questioned shall be informed of the nature of the investigation. If a written statement is requested from the Officer, a reasonable amount of time will be afforded the Officer with a maximum of twenty-four (24) hours unless extended by mutual agreement.
- 4) The investigation meeting shall be for a reasonable period of time and shall allow for personal necessity and rest periods as are reasonably necessary.
- 5) The Officer 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.
- 6) If a tape recording is made of the meeting, the Officer shall have access to the tape if further proceedings are contemplated.
- 7) If an Officer requests union representation, the Officer shall be afforded the appropriate union representation of their choice in accordance with the Weingarten decision.

14. **WORK PROTECTION (Subcontracting)**

The university specifically and exclusively reserves the unilateral right to subcontract any or all of the work typically carried out by members of the bargaining unit.

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.

15. **GRIEVANCE PROCEDURE**

A. STEP ONE

Any member of the bargaining unit or the Union may present a question or concern about the interpretation or application of the express written terms of this Agreement to the Chief/CMU PD. To be a proper matter for the grievance procedure, the grievance must be reduced to writing on a form supplied by the Michigan Fraternal Order of Police Labor Council and state the specific provision of the Agreement alleged to have been violated and clearly describe the nature of the alleged violation. The matter must be presented to the Chief/CMU PD within five (5) business days of the event or issue. For purposes of grievance procedure administration, the term "business day" shall mean Monday through Friday, excluding holidays recognized by the University.

B. STEP TWO

If the grievant is not satisfied with the Chief's disposition, the Officer or the Union may appeal the Chief's decision to Employee Relations within five (5) business days following the date of the Chief's answer. Employee Relations will convene a hearing within 10 business days following receipt of the appeal. The grievant may attend the hearing and may be accompanied by the President and the MFOPLC Representative. Employee Relations will issue a written decision on the grievance within ten (10) business days after conclusion of the hearing.

C. STEP THREE – MEDIATION (OPTIONAL STEP PRIOR TO ARBITRATION)

If the Union is not satisfied with the answer at Step Two of the grievance procedure, the Union may request to submit the matter to mediation by notifying Employee Relations in writing that the answer with respect to the grievance is not satisfactory to the Union. Such notice must be received in Employee Relations within fifteen (15) business days of the University's second step grievance answer in order to be properly referred for mediation. The Union and the University must mutually agree in writing to submit the matter to mediation. Employee Relations will contact the Michigan Employment Relations Commission within ten (10) business days of receipt of the request to mediate to request services of a state mediator.

The mediator shall have no power to add to, subtract from or modify any of the terms of this agreement; nor shall the mediator, in making a recommendation regarding a case where the mediator feels there is a conflict between the agreement and law, vary from interpreting the agreement nor shall the mediator, in making a recommendation regarding a case, imply into the agreement provisions which are not in the written terms of the agreement, nor shall the mediator substitute the mediator's discretion for that of the University or the Union nor shall the mediator exercise any responsibility or function of the University or the Union. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the University or Union.

D. STEP THREE - ARBITRATION

1) If the Union is not satisfied with the answer at Step Two of the grievance procedure, or does not wish to accept the recommendation of the mediator (if the grievance has been referred to Mediation), 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 ten (10) business days of the second step meeting, or within ten (10) business days of the last day of mediation in order for the grievance to be properly referred for arbitration.

2) Within five (5) business 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.

Dave Calzone  
Mark Glazer

Michael Long  
Pat MacDonald

James Statham  
Robert McCormick

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

- 3) 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) business days after receipt, reject the list and request a new list of seven (7) arbitrators. Lists submitted by 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.
- 4) Within five (5) business 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.
- 5) A representative of the Employee Relations Office will contact the arbitrator within ten (10) business days of the date of selection of the arbitrator.

6) 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.

7) 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.

8) ATTENDANCE

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

9) 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 Officer or Officers involved.

10) COMPUTATION OF BACK WAGES

No claim for back wages awarded through the grievance procedure shall exceed the amount of wages the Officer would otherwise have earned at such Officer's regular rate.

11) 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.

16. **SPECIAL CONFERENCES**

- A. Special conferences for matters of mutual interest will be arranged between the FOPLC Business Agent and the University or its designated representative upon request of either party.
- B. Such meetings shall be between the FOPLC Business Agent and not more than three (3) representatives of the Union.
- C. Arrangements for each special conference 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.
- D. All time spent in Special Conference by members of the bargaining unit shall be unpaid unless the Special Conference is called by the University.
- E. Agreements reached at special conferences may be reduced to writing and when signed by a representative of both the University and the MFOPLC shall be binding on the parties.

17. **BENEFITS**

A. INSURANCE

1) FLEXIBLE BENEFIT PROGRAM

- a) Officers are eligible to participate in *CMU Choices*, the University's flexible benefit program ("Program") according to the terms of the Program. Participation, eligibility, and costs shall be as determined by the University in its sole discretion and such decisions shall not be subject to the grievance procedure.
- b) As of July 1, 2011, insurance coverages under the Program are effective as of an Officer's first day of employment with the University. The University reserves the right to amend or modify the inception date for insurance coverage for Officers hired on or after July 1, 2011. All insurance coverages terminate on the day the Officer's employment terminates.
- c) Officers will not be allowed to carry duplicate health coverage (medical, prescription drug, dental and vision) for themselves, their spouse, or their dependents through the University.
- d) Officers may make coverage changes during Open Enrollment, or in response to various status changes that occur during the Program's plan year. Examples of eligible status changes are birth or adoption of a child; marriage; and loss of employment by a spouse. Coverage changes triggered by eligible status changes must be made at the Benefits and Wellness Office within thirty (30) calendar days of the event.
- e) University contributions towards the costs of these programs are established by the University. For information purposes only, Appendix A shows a schedule of health care premium contributions. Amounts above the University contribution which are necessary to maintain benefits are the Officers' responsibility and the University is authorized to deduct said amounts from Officers' pay.
- f) For additional information on CMU Choices and the rules governing the Program, please refer to the University's website at: [www.cmich.edu/benefits](http://www.cmich.edu/benefits).

2) LIABILITY INSURANCE

- a) The University carries liability insurance which covers Officers when performing their duties with respect to certain liability named in the policy.
- b) The University reserves the exclusive right to amend, modify or discontinue such coverage, and such decision is expressly excluded from the grievance procedure.
- c) Should the University elect to discontinue this insurance, it will "self-insure" to a level comparable to the current policy.

**B. OTHER CMU PROVIDED BENEFITS**

**VACATION, HOLIDAYS, LEAVES, RETIREMENT, TUITION BENEFIT PLAN**

1) VACATION

- a) Officers with more than twelve (12) months' continuous service employed on a twelve-month basis shall accrue:
  - (1) for the first twenty-four months' employment as a regular CMU Officer ninety-six (96) hours of vacation per calendar year on the basis of 3.692 hours per completed 84 hour bi-weekly pay period.
  - (2) for the 25<sup>th</sup> month through the end of the 59<sup>th</sup> month, one hundred and twenty (120) hours of vacation per calendar year on the basis of 4.615 hours per completed 84 hour bi-weekly pay period.
  - (3) for the 60<sup>th</sup> month and thereafter, one hundred and sixty (160) hours of vacation per calendar year on the basis of 6.153 hours per completed 84 hour bi-weekly pay period.
- b) In accordance with University policy on vacation, maximum accrual of earned but unused vacation is three hundred (300) hours. Vacation time is not accrued during periods when the Officer is not on the active payroll.
- c) The University may change the method for accruing vacations at any time, and such decision shall not be subject to grievance.
- d) Any Officer with less than one (1) year of University service whose employment is terminated shall automatically lose all right to accumulated unused vacation time. Officers with one (1) or more years of service whose employment is terminated will be entitled to all unused vacation time accumulated to the termination date up to a maximum of one hundred sixty (160) hours.
- e) An Officer who does not give two (2) weeks' notice of resignation or retirement forfeits all rights to payoff for accrued but unused vacation time.
- f) The use of vacation time is governed by the following conditions:
  - (1) Vacation will be taken at a time agreeable with both the Officer and the University.
  - (2) The Department reserves the right to deny any request for vacation submitted to the Chief, or designee, less than three (3) workdays in advance (this advance notice requirement shall also apply to requests for use of holiday bank time).
  - (3) If a holiday falls within an Officer's vacation time, that day will not be deducted from the Officer's vacation time.
  - (4) Vacation time must be used in units of four (4) hours or more.

2) HOLIDAYS

- a) Legal Holidays  
The University recognizes the following legal holidays: Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, and Memorial Day.
- b) Additional Holidays  
All Officers will receive as additional holidays the first working day before or after Thanksgiving Day (to be designated by the University), four (4) days between Christmas Day and New Year's Day, and Christmas Eve Day or such other day as the employer may designate.
- c) Holiday Pay
  - (1) An Officer who is not on leave of absence or layoff and who is not scheduled to work on a legal or additional holiday shall have eight (8) hours at the regular straight-time rate of pay credited to the Holiday Bank (Paragraph 17-B-2-e, below) provided that:

- (i) Such Officer is and has been on the active payroll of the University immediately preceding the holiday involved; and
    - (ii) Such Officer works or is excused from the Officer's scheduled workday immediately preceding and that Officer's scheduled workday immediately succeeding the holiday involved.
  - (2) An Officer scheduled to work on a legal or additional holiday and who does not work that day or is not excused from work, shall receive no pay for such holiday; 8 hours' pay at the regular straight-time rate of pay shall be deducted from the Holiday Bank for each scheduled legal or additional holiday work day not worked.
  - (3) When a legal or additional holiday falls on a Sunday and under the Agreement the holiday is observed by the University on the following Monday and where an Officer's regular schedule requires the Officer to work on that Sunday with the following Monday off, the holiday for that Officer will be Sunday.
  - (4) When a legal or additional holiday falls on a Saturday and under the Agreement the holiday is observed by the University on the preceding Friday and an Officer's regular schedule required the Officer to work on that Saturday with the preceding Friday off, the holiday for that Officer will be Saturday.
  - (5) Officers 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 that must be used within 12 months of the date it was earned at a time to be arranged by the supervisor. If such additional time off cannot be arranged, the Officers will be paid for an additional day at their regular straight-time rate, in lieu of the holiday.
  - (6) The Department reserves the right, consistent with minimum shift requirements (see Article 24-E-4), to force all but one officer off of assigned schedules on any legal holiday as defined in 17-B-2-a, above.
- d) Holiday Shifts  
For 12-hour shift purposes, holiday shifts begin at 7:00 a.m. on the day of the holiday and end at 6:59 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.
- e) Holiday Bank
- (1) For administrative simplicity, up to ninety-six (96) hours of holiday pay (as defined and described in Article 17(B)(2)(a) and (b), above) will be placed in a holiday bank for each Officer to cover the six (6) recognized legal holidays provided in Article 17(B)(2)(a) and the six (6) additional holidays provided in Article 17(B)(2)(b).
  - (2) The use of the Holiday Bank as an administrative tool is not intended to confer upon any Officer additional holiday pay beyond that defined in Article 17(B)(2). Banked holiday time must be used in the contract year in which it is awarded.
  - (3) With the approval of the Chief/CMU PD, or designee, an Officer may use "Banked Holiday Time" to cover approved absences, other than those covered (or coverable) by Sick Leave.
  - (4) Officers newly joining the Department will be credited with sufficient holiday bank hours to cover those holidays scheduled to occur from the date of hire thru June 30<sup>th</sup>.
  - (5) 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 (other than sick leave) to be compensated for the day.
  - (6) If the University offers additional holidays in any calendar year beyond those provided in Article 17(B)(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.

- (7) An Officer that separates from the university will be charged for holiday bank hours used that exceed hours attributable to holidays occurring between July 1<sup>st</sup> and the Officer's date of separation. There will be no payout of unused holiday hours for holidays occurring between the date of separation and June 30<sup>th</sup>. Holiday bank hours may not be used to extend an Officer's termination date.
- (8) The University takes note of the Central Michigan University Police Department's practice of administering this holiday bank on a fiscal year basis (July 1st through June 30th), 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 case, the University will provide the Department and the Union at least three (3) months' advance notice. On the effective date of the change to a calendar year basis, Article 17-B-2-e-4 will be amended by substituting December 31<sup>st</sup> for June 30<sup>th</sup> and Article 17-B-2-e-7 will be amended by substituting January 1<sup>st</sup> for July 1<sup>st</sup> and December 31<sup>st</sup> for June 30<sup>th</sup>.

### 3) LEAVES

a) Leaves with Pay – the following description of "leaves with pay" is illustrative only.

#### (1) Court-Required Service

An Officer 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 Officer be entitled to any pay for time beyond the normal scheduled hours. An Officer is expected to report for regular University duty when temporarily or permanently excused from attendance at court.

#### (2) Funeral Leave

(i) An Officer 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, sons-in-law, daughters-in-law, grandparents, spouse's grandparents, grandchildren
- (d) Relatives living in the Officer's household

(ii) An Officer 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.

(iii) An Officer may request additional time off in connection with an approved request for funeral leave. Such request shall not be unreasonably denied. If approved, the Officer may use accrued vacation, personal, comp time, or time from the Officer's holiday bank to cover the additional time off.

#### (3) Military Leave, Short Tour

(i) Any Officer who is a member of 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.

(ii) The University will pay the difference between the Officer's military pay and regular straight time rate, exclusive of all premiums, overtime, etc., if the Officer's 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.

(iii) 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.

(4) Personal Leave

- (i) An Officer will be given an approved absence not to exceed twenty-four (24) hours in any calendar year.
- (ii) 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.
- (iii) Personal leave may be used in units of one (1) hour or more.

(5) Sick Leave

- (i) Regular and provisional full-time CMU 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).
- (ii) Sick leave may be accumulated up to one thousand and forty (1040) hours.
- (iii) Sick leave will be paid at one hundred (100%) percent of the Officer's regular wage rate.
- (iv) An Officer who has used all available sick leave will be removed from the payroll until the Officer reports back to work unless the Officer elects to use other available accrued leave time.
- (v) Use of Sick Leave Days
  - (a) An Officer may use accrued sick leave days for absences due to illness, injury, or pregnancy in any month of the year that the Officer is scheduled on the payroll.
  - (b) Sick leave can be used in units of one-half (1/2) hour or more.
  - (c) Accrued sick leave may be used as "sick-family" to attend to members of the Officer's 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 <http://www.cmich.edu/hr>.
- (vi) Medical Statement: Any 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.
- (vii) Definitions (applicable to sick leave):
  - (a) Working day: any day of the week, provided such day is a scheduled workday 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.
- (viii) Abuse of Sick Time: The Union recognizes that abuse of sick leave or excessive sick leave is grounds for dismissal or other discipline as elected by the University.

b) Family and Medical Leave

- (1) In compliance with the Family and Medical Leave Act of 1993, the University will provide eligible Officers paid/unpaid leave of up to twelve (12) workweeks per calendar year for certain family and medical reasons.
- (2) Officers may elect to leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, Officers are required to use all paid vacation and personal leave (and all sick leave for the Officers own serious health condition) in conjunction with leave under this provision prior to utilizing 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 <http://www.cmich.edu/hr>.

c) Personal Leave without Pay

- (1) Leaves of absence without pay of up to three (3) months may be granted at the discretion of the University for Officers who have been employed by the University as a regular Officer for at least 12 months.
- (2) 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, medical leave not covered by FML, or child care, but not for the purpose of obtaining employment elsewhere.
- (3) 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.

d) 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.

e) Return from Leave

- (1) An Officer returning from a leave of absence for medical, sickness or personal leave without pay may be required by the Department 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 the Officer's duties in a normal fashion.
- (2) In the event of a dispute involving an 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:
  - (i) 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.
  - (ii) 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 this section mean a recognized, certified professional in the appropriate field.

- (3) The University may require Officers returning from any leave to see a physician designated by the University.

f) Medical Information

- (1) When medical verification of absences or return to work is deemed necessary by a department administrator, an Officer must secure such medical verification from the Officer's attending physician.
- (2) Medical verification that does not specifically address the following will be considered insufficient and of no effect:
  - Diagnosis
  - Prognosis
  - Treatment plan
  - Why the illness/injury is debilitating
  - The anticipated duration of the debilitating illness/injury
  - Ability to perform Officer's work

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

#### 4) RETIREMENT

##### a) MPSERS

- (1) Officers hired prior to January 1, 1996, are required to participate in the Michigan Public School Officers Retirement System (MPSERS), as required by law.
- (2) The MPSERS plan is governed by state statute and the conditions and provisions of this plan are subject to change by the state. MPSERS plans require ten (10) years of vesting in order to be able to collect retirement benefits.
- (3) Officers who enrolled in MPSERS 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.
- (4) New Officers who were previously in MPSERS 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 MPSERS.

##### b) 403(b) Basic Retirement Program

- (1) Officers hired on or after January 1, 1996 will be eligible for the 403(b) Basic Retirement Program (403(b) Basic) as described below.
- (2) 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.
- (3) University contributions to an Officer's 403(b) Basic account will commence as of the date of hire.
- (4) University Contribution toward 403(b) Basic: 10%

##### c) Mandatory Retirement

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

##### d) CMU Retiree Status

- (1) An Officer will be eligible for CMU Retiree status if the Officer 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.
- (2) The University reserves the right to amend or modify these criteria at any time, and such decision shall not be subject to grievance.

#### 5) TUITION BENEFIT PLAN

- a) All full time regular and provisional Officers in active paid status as of the official day classes begin for the applicable semester on CMU's main campus (Mount Pleasant) as indicated in the University Bulletin are eligible for the Faculty/Staff Tuition Benefit Plan ("Tuition Benefit"). The terms and conditions of the Tuition Benefit Plan are available in the Benefits & Wellness Office.
- b) 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.
- c) College of Medicine course tuition benefit is limited to the in-state, on-campus doctoral rate.

6) LEAVE FOR EDUCATION IN COLLECTIVE BARGAINING AREAS

Leave of absence without pay may be granted to employees chosen by the Union to received 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 days of this leave in any calendar year.

18. **DRUG AND ALCOHOL TESTING**

- A. In an effort to provide a safer, drug-free workplace for Officers, CMU has implemented a drug and alcohol testing program.
- B. All blood and urinalysis testing will be performed by a CMU designated collection site and laboratory.
- C. Testing for controlled substances will be done through urinalysis and/or blood testing at the discretion of the Department and will test for the controlled substances listed in the University's *Drug-Free Workplace Policy*, Section VIII (C).
- D. Testing for alcohol use may be done through urinalysis or preliminary breathalyzer testing (PBT).
- E. Testing will be done for current Officers under the following circumstances:
- 1) REASONABLE SUSPICION TESTING
    - a) An Officer will be subject to drug and/or alcohol testing if a supervisor reasonably suspects that the Officer has reported to work, or is working, impaired.
    - b) Testing for reasonable suspicion must be based on:
      - (1) the observations of a trained supervisor, or
      - (2) specific, clearly stated concerns about the Officer's appearance, behavior, speech, or smell.
  - 2) 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/alcohol testing.
  - 3) RETURN TO WORK TESTING
    - a) An Officer returning to work after a positive test will be subject to testing prior to returning to the Officer's position.
    - b) The Officer must have negative test results to return to work.
    - c) An Officer will also be subject to periodic follow-up testing as designated by the Officer Assistance Program (EAP) professional.
  - 4) CONSEQUENCE OF A POSITIVE TEST RESULT
    - a) 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.
    - b) An Officer who tests 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.
    - c) An Officer 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.
    - d) Failure to present proof of participation in, or completion of the rehabilitation program, will result in immediate termination.

- e) An Officer 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.
  - f) 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, as reflected in the University's *Drug-Free Workplace Policy*, Section VIII (C).
  - g) 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.
- 5) OPPORTUNITY TO JUSTIFY A POSITIVE TEST RESULT
- a) An Officer shall have the opportunity to submit medical documentation that may support a legitimate use for a specific drug.
  - b) The information will be reviewed by the Medical Review Officer (MRO) of the testing laboratory to determine legitimacy.
  - c) 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.
- 6) REFUSAL TO SUBMIT, FAILURE TO APPEAR OR TAMPERING
- An 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 terminated. Such termination shall be without recourse to the grievance procedure.
- 7) FAILURE TO GIVE ADEQUATE SAMPLE
- An Officer who fails to provide a urine sample without valid medical explanation, shall be considered to have a positive test and subject to discipline as such.
- 8) CONFIDENTIALITY AND ACCESS TO RECORDS
- a) All actions taken under the authority of this program will be administered in a fashion to maintain the confidentiality of the Officer.
  - b) Results of all testing will be sent to the CMU Drug & Alcohol Coordinator, who will notify the Officer of the results.
  - c) In the event the results are positive, the CMU Coordinator will contact the Officer's supervisor and the Officer 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.
- 9) RESOURCES/ASSISTANCE
- a) The University supports the prevention of substance abuse by its Officers and encourages Officers with alcohol and other drug dependency problems to obtain assistance.
  - b) Leaves of absence to obtain treatment may be obtained under the medical leave provision of the appropriate collective bargaining agreement or other University procedures.
  - c) Officers with drug dependency problems are encouraged to contact the Officer Assistance Program.
  - d) An 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 be cause for termination.

19. **ANNUAL PHYSICAL EXAMINATION**

Officers may be required 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 Officers. The physical examination shall be conducted by a physician appointed by the University. The cost of such an examination is borne by the University.

20. **PAY**

A. WAGES

1) WAGE RATE SCHEDULE

**Wage Rate Schedule 2021-22**

	Rate A	Rate B	Rate C
Police Officer	\$25.00	\$27.00	\$29.00

- a) Rate "A" applies to an officer who has accumulated up to two (2) years of relevant experience.
- b) Rate "B" applies to an officer who has accumulated at least two (2) years but less than four (4) years of relevant experience
- c) Rate "C" applies to an officer who has accumulated at least four (4) years of relevant experience.
- d) Effective July 26, 2021, "Relevant experience", as used herein for Rates A, B and C, includes prior experience as a certified police officer plus credit for the highest college degree completed prior to hire as a CMU police officer. See table, below:

College Degree	Experience Credit
Associate's	2 years' experience
Bachelor's	4 years' experience

- e) Due to past longevity and parking buyouts, officers hired before December 31, 1998 will maintain their rate differential above Rate C. Officers hired on or after January 1, 1999 will be paid on the Wage Schedule at the appropriate rate.

2) BASE WAGE INCREASE

- a) 2021-22: 1.5% base wage increase, plus market adjustments to arrive at the 2021-22 rates posted above in the Wage Rate Schedule shown in Article 20-A-1. All changes shall be effective as of the date the final tentative agreement is ratified by the bargaining unit, provided the university thereafter ratifies the final tentative agreement.
- b) 2022-23: "same as" the P&A employee group.
- c) 2023-24: "same as" the P&A employee group
- d) For purposes of this provision, "increase" is defined as: a base wage increase; a non-base lump sum payment expressed as a percentage of the underlying base rate; or a fixed dollar non-base lump sum payment

3) EFFECTIVE DATE OF INCREASES

- a) Wage Rate Schedule
  - (1) Step increases described in Paragraph 20-A-1, above, will be effective at the beginning of the fiscal year immediately following an eligible officer's accumulation of the relevant experience requirements shown above for Rate A, B, or C and shall be applied after any base wage increase applicable for that same fiscal year as provided in Paragraph 20-A-2.
  - (2) Except for the parking and longevity buyout differential noted above in Paragraph 20-A-1-e, no officer shall be paid a wage above the applicable Wage Rate shown in 20-A-1 or 20-A-4-c.

b) Base Wage Increases:

- (1) For bargaining unit members on the university's active payroll as of the effective date of the P&A wage adjustment in years two and three, the wage increase will be effective as of the bi-weekly pay period that includes the effective date of the P&A wage adjustment.
- (2) For bargaining unit members on an unpaid leave of absence as of the effective date of the P&A wage adjustment, the wage increase will be effective as of the bi-weekly pay period that includes the date of the Officer's official return to work.

4) **RETENTION WAGE INCREASES** – The University has established two “retention rates” for members of the bargaining unit as shown below:

- a) R1: for CMU police officers with more than five (5) years completed, continuous CMU service but less than eleven (11) years completed, continuous CMU service.
- b) R2: for CMU police officers with 11 or more year's completed, continuous CMU service.
- c)

<b>Retention Rate</b>	<b>Criteria</b>	<b>Rate</b>
R1	More than 5 years continuous CMU service but less than 11 years	\$30/hour
R2	11 or more years continuous CMU service	\$30.50/hour

- d) Step increases described in Paragraph 20-A-4-c, above, will be effective at the beginning of the fiscal year immediately following an eligible officer's accumulation of the relevant experience requirements shown above.

5) **PAY PERIOD**

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.

**B. OVERTIME AND COMPENSATORY TIME**

1) **OVERTIME RATE**

- a) All approved hours worked in excess of eighty-four (84) hours in an Officer's bi-weekly work period will be compensated at time-and-one-half the highest hourly rate of pay earned during the pay period.
- b) For the purpose of computing overtime pay, the Officer's straight time rate (excluding premium pay for overtime) will include shift differential whenever applicable.
- c) For the purpose of computing overtime pay, hours paid for sick leave, vacation, holiday, comp time or personal days will be counted as “hours worked.”

2) **COMP TIME**

- a) With approval of the Chief/CMU PD, or designee, an Officer may be granted equivalent time off (“comp time”) in lieu of overtime pay.
- b) **REFERENCE:** The use of compensatory time shall be in accordance with the University's compensatory time guidelines.

3) **PYRAMIDING OF OVERTIME PROHIBITION**

Allowance of overtime or premium pay (other than shift differential) 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.

4) OVERTIME FAIRNESS

While distribution of overtime on an approximately equal basis is a desirable goal, the parties recognize that situations do occur in CMU Police Department operations that do not always allow for absolute fairness in overtime distribution. Such circumstances shall not be subject to grievance.

- a) Whenever overtime is required, the Officer with the lowest number of overtime hours 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 Department.
- b) 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 Department.
- c) 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.
- d) 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.
- e) Officers on paid time off or other approved leave of absence shall not be offered overtime.
- f) New Officers will be credited initially with the highest number of individual hours in the group, plus one (1) additional hour.
- g) 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.
- h) 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.

5) 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. The Officer will then receive report-in pay for the overtime.
- c) When officers are scheduled for overtime that will take place up to 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, the Officer may be released at the Department's discretion with pay for time worked at the appropriate rate.

C. REPORT IN PAY

When off duty officers are called in for an assignment not in conjunction with their shifts, they will be paid a minimum of three (3) hours pay at time-and-one-half (1½) their straight time rate. When the Department determines such an assignment does not require a physical response/physical presence and can be performed remotely an officer will be

paid a minimum of one (1) hour pay at time-and-one-half (1½) their straight time rate. Hours compensated under this provision do not count towards computation of bi-weekly overtime.

Night Shift – 7:00pm to 7:00am

Day Shift – 7:00am to 7:00pm

**D. TRAVEL TIME**

- 1) For training programs of one day's duration or less, all travel will be included in the Officer's normal 12-hour workday.
- 2) If the training program ends before the Officer's 12-hour shift ends, the Officer may work the balance of the Officer's shift or may use available comp time or personal time to cover.
- 3) For week-long training programs and schools, the Officer'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 Officer's regular hourly rate, and travel hours will count towards computation of the 84-hour work period overtime limit.

**21. LIMITED DUTY ASSIGNMENTS**

The decision as to the availability of a limited duty assignment shall rest in the sole discretion of the Chief/CMU PD, and that decision shall not be subject to grievance.

**22. SPECIAL ASSIGNMENT**

- A. From time to time, the Department may offer opportunities for special assignments to members of the bargaining unit. In connection with such an offer, the Department will solicit letters of interest for special assignments.
- B. 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 Chief/CMU PD. The Department will interview Officers who have provided written notice of interest in the special assignment.
- C. The assignment of an Officer to the special assignment shall be at the sole discretion of the Chief/CMU PD who shall have the sole and exclusive discretion to select and appoint an Officer to that Assignment
- D. An Officer assigned to Special Assignments will develop and submit to the Chief/CMU PD 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 member of the bargaining unit 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.
- E. The normal pay period for these assignments will be bi-weekly and shall consist of 84 scheduled hours per pay period.
- F. An Officer selected for Special Assignments may be excluded from working holidays at the discretion of the Department.
- G. The Chief/CMU PD, or designee, may terminate a Special Assignment at any time on 10 days' notice.
- H. An Officer on Special Assignment (except an Officer working under the direction and control of another law enforcement agency as authorized by the Chief/CMU PD, or designee) shall remain on the regular overtime call-in list. For an Officer in Special Assignments, any need for overtime related to the Special Assignment, as authorized by the Chief/CMU PD (or designee), shall not be subject to any overtime distribution fairness requirement. If scheduling and availability permit, An Officer on Special Assignment may be called to work overtime as offered by policy and eligibility conditions of the regular overtime procedures.
- I. The normal scheduling provision of the collective bargaining agreement will not apply to an Officer in Special Assignments. An Officer shall have the right to leave such special assignment and be returned to normal 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 shift assignments, and that the reassigned Officer may exercise the right to bid a different shift at the next Shift Selection.

- J. An Officer on Special Assignment where “plain clothes” are a requirement 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 actually reimbursed shall be at the discretion of the Chief/CMU PD, or designee.
- K. An Officer designated as Assigned Investigator may identify as “detective” and will receive an 80¢ per hour wage adjustment for the duration of the assignment.

23. **LAYOFF**

A. 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.

B. INDEFINITE LAYOFF

- 1) When a decrease or reallocation in the work force is made, resulting in layoff of regular Officers, the Chief/CMU PD shall designate those positions which are to be vacated by reason of a layoff. Layoff shall be in inverse order of seniority, with least senior being first to be laid off.
- 2) Officers to be laid off for an indefinite period of time will have at least seven (7) days written notice of layoff.
- 3) 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.
- 4) The layoff of temporary, provisional, probationary and regular officers in the same classification shall be in the inverse order of seniority.

24. **RECALL**

A. RECALL RIGHTS

- 1) An Officer who is laid off will have the Officer's name remain on the recall eligibility list for a period of time equal to the Officer's seniority at the time of the Officer's layoff or two (2) years, whichever is less.
- 2) If an Officer's MCOLES certification shall have expired before the Officer is actively at work from a recall action, the Officer's recall rights shall terminate as of the date MCOLES certification expired.

B. RECALL PROCESS

- 1) An Officer with seniority, who has been laid off, shall be recalled to a vacant position in the bargaining unit in the reverse order of layoff, provided the Department has determined a need to fill that position, and provided further that the Officer's MCOLES certification shall not have expired prior to the first work day in the recalled position.
- 2) Notice of recall shall be sent to the Officer at the Officer's last known address by registered or certified mail.
  - a) If the Officer fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, the Officer shall be considered a quit.
  - b) Extensions may be granted by the University in proper cases.
- 3) Officers recalled after a layoff which lasted for one (1) year or more will be required to successfully pass a physical examination at the University's expense before the return to work.

25. **SHIFTS**

A. SHIFT HOURS

- 1) The shift hours shall be as follows:
  - a) First Shift 7:00 a.m. to 7:00 p.m.
  - b) Second Shift 7:00 p.m. to 7:00 a.m.
- 2) The workday begins with the 7:00 a.m. shift.
- 3) The Department maintains the unilateral right to change shift starting and ending times. In such cases, the Department will provide 30 days' advance notice of the change.

B. SHIFT SELECTION

- 1) Officers will be allowed to bid by seniority for a regular schedule for each term.
- 2) 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
- 3) 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.
- 4) Management retains the right to schedule Officers as necessary.

C. SHIFT TRADING

- 1) Shift trading will be governed by procedures established by the Department.
- 2) No shift trade will take place without advance approval by the Department.
- 3) The Department reserves the right to amend or modify those procedures at any time, and that decision is not subject to grievance.

D. SHIFT DIFFERENTIAL

- 1) 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.
- 2) Shift 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.
- 3) 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.

E. SHIFT COVERAGE

- 1) Minimum shift for twelve (12) hour shifts shall be two (2) sworn personnel (e.g., Patrol Officer; Sergeant) per shift. 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.
- 2) A uniformed officer may not leave the Officer's 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 the Officer's shift or the Officer's arrival on shift in proper uniform.
- 3) Patrol Officers will not routinely be assigned dispatch functions, but there may be circumstances where, at the discretion of the Chief/CMU PD, Officers will be assigned to assist in Dispatch on a temporary basis.
- 4) Special events may be covered with on-duty personnel at the Department's discretion.
- 5) Economic or budgetary changes can lead to alteration of this order.

26. **WORK SCHEDULE**

A. CHANGE

The University retains the unilateral right to modify, amend or alter work schedules.

B. POSTING SCHEDULES

The University agrees to post a four (4) week schedule (two (2) firm, two (2) for information).

27. **CLASSIFICATIONS**

If the University establishes a new patrol officer classification, or changes the existing patrol officer classification, the Union will be timely notified.

28. **PROMOTION/SELECTION (Command Vacancies)**

A. ANNOUNCEMENT

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

B. TRIAL PERIOD

Internal FOPLC bargaining unit applicants selected for promotion to Sergeant shall be granted a trial period of thirty (30) calendar days to determine:

- 1) The Officer's ability to perform the work and,
- 2) The Officer's desire to remain in the position.

During the trial period, the Officer shall have the opportunity to revert back to the Officer's former classification provided a Police Officer vacancy in the FOPLC bargaining unit exists. Likewise, if the Department determines the promotee is unsatisfactory in the new position the Department will provide the promotee notice and reason and shall return the promotee to a Police Officer position in the FOPLC bargaining unit provided a police officer vacancy exists. The Department's decision shall be final and shall not be subject to the grievance procedure.

29. **UNIFORMS**

A. In accordance with Departmental policy, the Department will provide, and replace as appropriate, professional uniform apparel (to include footwear), and will provide professional cleaning services for the purposes of cleaning and maintaining uniforms.

B. Upon termination, all uniforms (excluding shoes) will be returned to the University.

30. **NEW MATTERS**

A. 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.

B. 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.

C. 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.

31. **AID TO OTHER UNIONS**

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.

32. **TRAINING INCENTIVES**

A. FTO - CMU Police Officers who have successfully completed the Field Training Officer (FTO) Program will receive one-and-one-half hours' pay at the Officer's regular rate for each day the Officer is assigned as FTO with a CMU Police Department Trainee.

B. TRAINER/INSTRUCTOR INCENTIVE

An officer assigned as a lead instructor in the following list of specific trainings to train a group of five (5) or more trainees who are sworn personnel of the CMU Police Department will receive regular pay for the time spent conducting the training and will, in addition, receive a single flat-rate payment of 1.5 hours' straight time pay as

incentive pay for serving as instructor for that training event. The flat-rate payment shall not constitute hours worked for purposes of determining eligibility during the relevant pay period for overtime pay.

- 1) AVI (Active Violence Intervention Training)
- 2) MFF (Mobile Field Force Civil Unrest Training)
- 3) EVO (Emergency Vehicle Operation Training)
- 4) DT (Defensive Tactics, ASP, OC Spray Training)
- 5) FIREARMS (Excluding MILO or other simulator training) (Note: for firearms related training, the trainer/instructor incentive pay will be capped at five such events for any individual instructor).

33 **ENTIRE AGREEMENT**

This Agreement consists of the pages in this document numbered from one (1) through twenty-nine (29) inclusive, as well as letters of agreement and such other agreements reached by the parties pursuant to Article 3 (SUPPLEMENTAL AGREEMENTS). This constitutes the entire Agreement between the parties.

34 **TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2024.
- B. 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.
- C. 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.
- D. 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.
- E. 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 days' 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.
- F. 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 Officer Relations Office or to any such address as the Union or University does make available to the other in writing.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS THIS 26TH DAY OF JULY 2021:

CENTRAL MICHIGAN UNIVERSITY

  
\_\_\_\_\_  
Robert O. Davies, Ph. D.  
President

\_\_\_\_\_  
Scott J. Hoffman, J.D.  
Director/Employee and Labor Relations



\_\_\_\_\_  
Larry S. Klaus  
Chief/CMU Police Department



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



\_\_\_\_\_  
Michael Sienkiewicz  
Lieutenant/CMU Police Department



\_\_\_\_\_  
Cameron Wassman  
Lieutenant/CMU Police Department



\_\_\_\_\_  
Kristen Skiver  
HR Consultant/Employment Services



\_\_\_\_\_  
Kevin J. Smart, SPHR/SHRM-SCP  
Labor Relations Consultant

MICHIGAN FRATERNAL ORDER OF POLICE  
LABOR COUNCIL

  
\_\_\_\_\_  
Joshua Chapman  
Officer/CMU Police Department  
President/CMU MFOPLC

\_\_\_\_\_  
/S/ Paul Postal  
Paul Postal  
Business Agent  
Michigan Fraternal Order of Police Labor Council



\_\_\_\_\_  
Kip Williams  
Officer/CMU Police Department  
Vice President/CMU MFOPLC

  
\_\_\_\_\_  
Mark Smoker  
Officer/CMU Police Department

  
\_\_\_\_\_  
Jacqueline Grigg  
Officer/CMU Police Department

\_\_\_\_\_  
Jacqueline Grigg  
Officer/CMU Police Department

**Appendix A: University Monthly Contributions Toward Insurance**

		2021-22		2022-23		2023-24	
		University Contribution*	Officer Contribution**	University Contribution*	Officer Contribution**	University Contribution*	Officer Contribution**
Medical/ Prescription Drug, and Dental Insurance	1P	79% 82% (Dental)	21% 19% (Dental)	Same as P&A	Same as P&A	Same as P&A	Same as P&A
	2P						
	FM						

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

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

*Percentages in this table, when applied to the premium costs for “core plans” [PPO 1, PD 10/20/30, CORE Dental] established at the beginning of each fiscal year, will determine the dollar value of University contributions towards the cost of medical, prescription drug and dental insurance for each level of coverage in each plan for full time Officers. Officers are responsible for paying the difference between such dollar amounts and the cost of plans with higher premiums.*

*Should the University elect to change the basis on University premium contributions allocations are determined, the Union will be notified in writing not later than March 31<sup>st</sup> of the contract year prior to the fiscal year such change would be effective.*

*The annual increase in the University’s contribution 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 university contribution.*

*For Part Time Officers, the University contributions for Medical and Prescription Drug insurance is the single coverage rate for Full Time Officers in each of those plans. Part Time Officers are responsible for covering the entire cost of dental insurance.*

Note: For Health Care Contributions Purposes, “Part Time” = Officers on less than 75% FTE appointment.

Illustrative Monthly CMU Health Insurance Contributions for 2021-22, based on Cost-Sharing Model (above).

	Medical/ Prescription Drug	Dental
<b>FT - Single</b>	\$564.66	\$27.70
<b>FT - 2 Person</b>	\$1,162.73	\$57.05
<b>FT - Family</b>	\$1,422.49	\$71.18
<b>PT - Single</b>	\$564.66	NA
<b>PT - 2 Person</b>	\$564.66	NA
<b>PT - Family</b>	\$564.66	NA

Group Life Insurance: Premium fully funded for the basic amount (1.5X base annual salary); Officers pay additional premium for Optional coverage amounts

Long Term Disability: Premium fully funded at 67% level.

**Appendix B: Michigan Paid Medical Leave Act)**

Effective March 29, 2019, the University is subject to the requirements of the Michigan Paid Medical Leave Act (“PMLA”; “the Act”; “Act 339 of 2018”).

1. Article 17-B-3(5)(v)(c) of the Agreement provides that a bargaining unit member may use accrued sick leave:
  - a. For the bargaining unit member’s own absences “...due to ... illness, injury, or pregnancy in any month of the year that the Officer is scheduled on the payroll”, and;
  - b. “...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).”
2. The FML guidelines referenced in Paragraph 1(b), above, define “family member” as parent, spouse, Other Eligible Individual, and child.
3. The Act permits covered employees to use up to 40 hours of accrued paid sick leave in a calendar year for absences due to an employee’s own or immediate family member’s:
  - a. diagnosis, care, or treatment of mental or physical illness, injury, or health condition.
  - b. preventative medical care.
  - c. domestic violence or sexual assault<sup>1</sup> or  
Closure of employee’s primary workplace or employee’s child’s school or place of care due to a public health emergency/communicable disease<sup>2</sup>.
4. The Act defines “immediate family” to include an employee’s:
  - a. biological, adopted, foster, stepchild or legal ward or a child to whom the employee stands *in loco parentis*.
  - b. spouse (i.e., an individual to whom the employee is legally married).
  - c. grandparent or grandchild.
  - d. biological, foster or adopted sibling.
  - e. or employee’s spouse’s biological, foster, step or adoptive parent, legal guardian, or an individual who stood in loco parentis when the employee was a minor child.
5. For purposes of complying with the Act, the Parties agree that so long as the Act is in effect:
  - a. Article 17-B-3(5)(v)(c) of the Agreement shall incorporate by reference:
    - i. The description of allowable purposes set forth in the Act and described above in Paragraph 3 for which a bargaining unit member may use paid sick leave, and;
    - ii. The definition of “immediate family” as set forth in the Act, as described above in Paragraph 4.
  - b. The first 40 hours of paid sick/medical leave time utilized by a bargaining unit member in a calendar year will be considered time taken pursuant to and as allowed by the Act and satisfies the University’s obligations thereunder.

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<sup>1, 2</sup> As defined by the Michigan Paid Medical Leave Act

**APPENDIX C: 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 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 comparable levels of services and plan design, CMU and MFOPLC agree that:

1. All members of the CMU MFOPLC 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.

**APPENDIX D: CADET-TRAINEE**

The CMU Police Department has established a new approach to improving the effectiveness of its recruitment and selection process for police officers. As part of that process, the initial candidate search may encompass both MCOLES-certified candidates and candidates who have not yet completed police academy training.

1. If the Department chooses to select a candidate not yet MCOLES certified, the candidate will:
  - a. Be designated as Cadet/Trainee;
  - b. Be paid at 90% of the current CMU Police Officer Rate A;
  - c. Be eligible for CMU health care benefit plans.
  
2. A Cadet/Trainee’s initial work assignment will be:
  - a. To enroll in, attend, and complete an MCOLES accredited Michigan police academy of the Department’s choosing.
  - b. The Department will cover the costs of appropriate enrollment and tuition fees, books, required equipment and the like.
  - c. The Director/CMU PD reserves the right to provide additional payment, such as but not limited to a per diem, when in the Director’s judgement it becomes necessary to the success of the program.
  - d. The Cadet/Trainee’s initial work location will be the site of the selected police academy.
  - e. The work week will be as established by the academy class schedule.
  
3. While attending the police academy:
  - a. The standard work week will be Sunday through Saturday.
  - b. Overtime will be paid only in those circumstances where the police academy schedule requires class attendance beyond 40 hours in the work week.
  - c. Advance approval for required overtime must be obtained from the Director/CMU PD, or designee.
  
4. Upon successful completion of the academy training, and upon receipt of MCOLES certification:
  - a. The Cadet/Trainee will be appointed as a CMU Police Officer.
  - b. The work location will revert to the CMU Campus in Mount Pleasant.
  - c. The work schedule will be the customary 84-hour bi-weekly schedule with 12-hour workdays.
  - d. The employee will be assigned to a Field Training Officer and will commence FTO experience.
  - e. The one-year probationary period will begin effective as of the date of appointment as a police officer.
  
5. A Cadet/Trainee who fails to graduate from the Academy and attain MCOLES certification within one (1) year from the initial date of hire will be terminated, without recourse.
  
6. The parties agree that “Cadet/Trainee” will hereinafter be a bargaining unit position. The parties further agree that certain terms and conditions of employment set forth in the Agreement will be applied as follows to employees in Cadet/Trainee status:

<b>Article</b>	<b>Title</b>	<b>Provision</b>
10-E	Seniority	Seniority will continue to be based on original date of hire with the university, but Cadet/Trainees will not be able to exercise seniority rights until completion of Academy training and attainment of MCOLES certification.
15	Grievance Procedure	Cadet/Trainees will not have access to grievance procedure while in academy status.
17-B-1	Vacation	“Any officer <b>or cadet/trainee</b> with less than one year of service whose employment is terminated automatically loses all right to accumulated vacation time...”
17-B-2	Holidays	Any Academy events/work/classes scheduled on a holiday recognized by the university do not generate “working on a holiday” pay circumstances for the Cadet/Trainee.
17-B-3(a)	Personal Leave	Cadet-Trainees are not eligible for Personal Leave prior to completion of Academy classes.

17-B-5	Tuition Benefit	Does not apply to Academy tuition and fees. Not eligible for Tuition Benefit prior to completion of Academy training and attainment of MCOLES certification.
20	Wages	Cadet/Trainee wage rate is set at 90% of Rate A until attainment of MCOLES certification.  Effective on date of MCOLES certification, Cadet/Trainee will be designated as a CMU Police Officer and advanced to 100% of Rate A, B, of C as appropriate.
20-B-4	Overtime Fairness	Cadet/Trainees are not eligible to participate in overtime equalization prior to completing Academy training and attainment of MCOLES certification.
20-D	Travel Time	Does not apply to cadet/trainee while in academy status.
25-D	Shift Differential	Does not apply to cadet/trainee while in academy status.
27	Uniforms	Not eligible for uniform provision prior to completion of Academy training and attainment of MCOLES certification.