

AGREEMENT

between

CENTRAL MICHIGAN UNIVERSITY

and

CENTRAL MICHIGAN COMMAND OFFICERS ASSOCIATION

(CMCOA)

July 1, 2018 to June 30, 2023

PREAMBLE

The Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) and the Central Michigan Command Officers Association 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.

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AGREEMENT PROVISIONS

1. **AGREEMENT**

This collective bargaining agreement ("Agreement") is entered into this 30th day of June, 2018 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 Central Michigan Command Officers Association (CMCOA), 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 employees to be represented by the Union as indicated in the consent election held on March 19, 2015 [Case No. R15 B-007], and, with respect to the employees in the bargaining unit as described below, acknowledges the certification of the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours of work, and other conditions of employment for the term of this Agreement:

All full-time Sergeants excluding: Chief, Captain, Lieutenant, Road Patrol
Officers and all other employees.

7. **MEMBERSHIP AND DUES**

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 employees described in the Recognition Article of this Agreement, regardless of their membership in the Union. Consistent with the requirements of the Michigan Public Employment Relations Act ("PERA"), as amended, the parties further recognize that employees covered by this Agreement may not be compelled to:

- 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.

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- 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 employees 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 to the Treasurer of the Union at an address furnished in writing to the University by the Union on or before the seventh (7th) day after each pay date.
- 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, 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 Command Officers Association of Michigan.	
Purpose of Deduction: _____	Effective Date: _____
Amount of Deduction: _____	
Dated _____ Signature _____	
SS# (last 4 digits) _____	

- 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.

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 employees 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. PROVISIONAL EMPLOYEE

An employee 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.

B. SERGEANT

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

C. PROBATIONARY SERGEANT

1) New Hires

A person hired into the CMU Police Department as a Sergeant shall be a probationary employee for the first year of his/her continuous employment with the University. Upon successful completion of the probationary period, he/she shall be entered on a seniority list of the Department and shall be credited with full seniority for continuous service from the latest date of hire as a regular employee with the University including the probationary period. There shall be no seniority among probationary Sergeants. Discharge or discipline of probationary Sergeants is not grievable under this Agreement.

2) Promotions

A person promoted from the Patrol unit to Sergeant in the CMU Police Department shall serve a "trial period" of 12 months as Sergeant. During the trial period, the promotee shall have no seniority with respect to shift assignments (Article 24-B-1). At any time during the trial period, the Chief/CMU PD, or designee, may relieve that person of duty and return them to a vacancy in the Patrol unit. If there is no vacant patrol officer position, the employee may bump the least senior Police Officer,

provided the employee has greater seniority than the least senior Police Officer. The Chief's decision shall not be subject to the grievance procedure.

D. DEMOTION

If a non-probationary Sergeant wishes to voluntarily relinquish his/her rank and be returned to the patrol unit, the return will be contingent on the availability of a vacancy within the patrol unit and the concurrence of the Chief/CMU PD. If the request is approved, the employee's standing within the patrol unit for shift bids, vacation and the like will be based on his/her seniority.

E. SENIORITY

Seniority is defined as the length of an employee's continuous service as a regular employee with the University from the employee'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 employee will be afforded the opportunity to sign any notice of discipline to substantiate that such employee has received the document. A copy may be given to the Union upon the employee'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 employee within the past three (3) years.
- 3) An employee may attach explanatory notes, not to exceed five typewritten 8½x11 pages in length, to any record of discipline maintained in his or her personnel file.

B. INVESTIGATIONS

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

- 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 employee shall be compensated for such time.
- 2) The employee who is to be questioned shall be informed prior to the meeting of the name and position of the administrative employee in charge of the investigation as well as the name of all other persons who will be present during the meeting. The questions to be directed to the employee shall be asked by one (1) person at a time.

- 3) The employee who is to be questioned shall be informed of the nature of the investigation. If a written statement is requested from the employee, a reasonable amount of time will be afforded the employee with a maximum of twenty-four (24) hours unless extended by mutual agreement.
- 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 employee who is being questioned shall not be subject to abusive language. No promise of reward shall be made as an inducement to answer any questions.
- 6) If a tape recording is made of the meeting, the employee shall have access to the tape if further proceedings are contemplated.
- 7) If an employee requests union representation, the employee shall be afforded the appropriate union representation 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 provided this does not directly result in the layoff of a member of the bargaining unit

15. **GRIEVANCE PROCEDURE**

A. STEP ONE

Any member of the bargaining unit may present a question or concern about the interpretation or application of the express written terms of this Agreement to the Chief/CMU PD. The matter must be presented to the Chief/CMU PD within three (3) business days of the event or issue.

B. STEP TWO

If the grievant is not satisfied with the Chief's disposition, he/she may appeal the Chief's decision to Employee Relations within three (3) business days following the date of the Chief's answer. Employee Relations will convene a hearing within 10 working days following receipt of the appeal. The grievant may attend the hearing and may be accompanied by the President and the CMCOA Business 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) working 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) working 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) working days of the second step meeting, or within ten (10) working days of the last day of mediation in order for the grievance to be properly referred for arbitration.
- 2) Within five (5) working days after the date on which the Employee Relations Office received the Union's notice of intent to arbitrate the Union and the University will meet to select an arbitrator from the panel of arbitrators shown below.

Joseph Girolamo
Mark Glazer
David Grissom

Michael Long
Nora Lynch

Theodore St. Antoine
James Statham

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

- 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) working 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) working days after the parties have received a list of seven (7) arbitrators which has not been rejected under this Agreement, the Union and the University shall meet for the purpose of determining an arbitrator. If the Union and University cannot mutually agree on one (1) arbitrator submitted on the list, or otherwise, the Union shall then strike one (1) name. The University shall then strike one (1) name and the parties shall continue alternately striking one (1) name in this order until one (1) name remains which has not been struck. The name remaining shall be the arbitrator. The representatives of the Union and the University shall then sign a paper stating the name of the arbitrator selected and the party bringing the grievance shall forward the paper, a copy of the contract, and the grievance and written answers thereto, to the organization submitting the list of arbitrators which will be forwarded to the arbitrator.
- 5) A representative of the Employee Relations Office will contact the arbitrator within ten (10) working 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 employees who have knowledge of an event may be required to testify. Witnesses may be excused and returned to work before and after they testify.

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 employee or employees involved.

10) Computation of Back Wages

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

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 Union President and the University or its designated representative upon request of either party.
- B. Such meetings shall be between the Union President and not more than three (3) representatives of the University. The meeting may be attended by a representative of the FOPLC.
- 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 parties shall be binding on the parties.

17. **BENEFITS**

A. INSURANCE

1) Flexible Benefit Program

- a) Employees 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 employee's first day of employment with the University. The University reserves the right to amend or modify the inception date for insurance coverage for employees hired on or after July 1, 2011. All insurance coverages terminate on the day the employee's employment terminates.
- c) Employees 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) Employees 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 employees' responsibility and the University is authorized to deduct said amounts from employees' 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.

2) Liability Insurance

- a) The University carries liability insurance which covers employees 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) Sergeants 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 employee 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 25th month through the end of the 59th 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 60th 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 employee 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 Sergeant with less than one (1) year of University service whose employment is terminated shall automatically lose all right to accumulated vacation time. Sergeants with one (1) or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date up to a maximum of one hundred sixty (160) hours.

- e) A Sergeant who does not give two (2) weeks' notice of resignation or retirement forfeits all rights to his/her 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 Sergeant and the University.
 - (2) The Department reserves the right to deny any request for vacation submitted to the Captain, 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 a Sergeant's vacation time, that day will not be deducted from the employee'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 employees 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) A Sergeant 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 (below) provided that:
 - (i) Such employee is and has been on the active payroll of the University immediately preceding the holiday involved; and
 - (ii) Such employee works or is excused from his/her scheduled work day immediately preceding and that employee's scheduled work day immediately succeeding the holiday involved.
- (2) A Sergeant 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 a Sergeant's regular schedule requires the Sergeant to work on that Sunday with the following Monday off, the holiday for that employee 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 employee's regular schedule required the employee to work on that Saturday with the preceding Friday off, the holiday for that employee will be Saturday.
- (5) Employees required to work on a legal holiday will be paid at two (2) times their straight-time rate for that day. Employees required to work on an additional holiday will receive their regular straight-time pay.

(6) The Department agrees not to "force off" Sergeants scheduled to work a Legal Holiday.

d) Holiday Bank

(1) For administrative simplicity, up to ninety-six (96) hours of holiday pay (as defined and described in Article 17(B)(23)(a) and (b), above) will be placed in a holiday bank for each Sergeant 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 Sergeant 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 Captain/CMU PD, or designee, an employee may use "Banked Holiday Time" to cover approved absences, other than those covered (or coverable) by Sick Leave.

(4) A Sergeant newly joining the Department will be credited with sufficient holiday hours in his/her holiday bank to cover those holidays scheduled to occur during the remainder of his/her first calendar year of employment.

(5) Once the ninety-six (96) hours of banked holiday time has been depleted, Sergeants 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.

e) 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.

3) Leaves

a) Leaves with Pay

The following description of "leaves with pay" is illustrative only.

(1) Court-Required Service

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

(2) Funeral Leave

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

- Spouse, children
- Brothers, sisters, brothers-in-law, sisters-in-law
- Parents, fathers-in-law, mothers-in-law, sons-in-law, daughters-in-law, grandparents, spouse's grandparents
- Relatives living in the employee's household

- (ii) An employee will be given leave of absence with pay not to exceed twelve (12) hours per occasion to attend the funeral in case of death of an aunt, uncle, niece or nephew.
 - (iii) An employee may request additional time off in connection with an approved request for funeral leave. Such request shall not be unreasonably denied. If approved, the employee may use accrued vacation, personal, comp time, or time from his/her holiday bank to cover the additional time off.
- (3) Military Leave, Short Tour
- (i) All employees who belong to the National Guard, Officer's Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training.
 - (ii) The University will pay the difference between the employee's military pay and regular straight time rate, exclusive of all premiums, overtime, etc., if his/her military pay is less. The computation of this difference will be:

University pay for the authorized period of time less all military pay and allowances for that period.
 - (iii) Alternatively, if the employee requests and is scheduled for vacation during this leave, the employee will receive full vacation pay rather than receiving the difference in pay as described above.
- (4) Personal Leave
- (i) A Sergeant 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 Sergeant hired before July 1 is provided twenty-four (24) hours and any Sergeant hired after July 1 is provided twelve (12) hours. A Sergeant promoted from the patrol officers unit will retain the personal leave balance on file as of the date of promotion; no new hours will be added to that balance during the remainder of that calendar year.
 - (iii) Personal leave may be used in units of one (1) hour or more.
- (5) Sick Leave
- (i) Regular and provisional full-time CMU Sergeants 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 employee's regular wage rate.
 - (iv) An employee who has used all available sick leave will be removed from the payroll until he/she reports back to work unless he/she elects to use other available accrued leave time.
 - (v) Use of Sick Leave Days
 - (a) An employee may use accrued sick leave days for absences due to illness, injury or pregnancy in any month of the year that he/she 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 employee’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 employee 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 employee'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 work day for the employee.

(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 employee'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.

(6) Sick Day Award

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

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

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

b) Family and Medical Leave

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

(2) Employees may elect to leave up to forty (40) hours of vacation time banked prior to taking unpaid leave. Otherwise, employees are required to use all paid vacation and personal leave (and all sick leave for the employees own serious health condition) 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 Sergeants who have been employed by the University as a regular employee 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 Sergeant'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 employee 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 employee's physical condition and the physician's opinion as to the employee's ability to carry on his/her duties in a normal fashion.

(2) In the event of a dispute involving an employee's physical or mental ability to perform that employee'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 employee is not satisfied with the determination of the doctor designated by the University, that employee may submit a report from a doctor of that employee's own choosing and own expense.

(ii) If the doctors' reports are contradictory, the employee may request that the University arrange a third opinion. The designated doctor of the University and the employee's doctor shall agree upon a third doctor to submit a report to the University and the employee. 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 employee.

All references to doctor in this section mean a recognized, certified professional in the appropriate field.

(3) The University may require employees 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 employee must secure such medical verification from his/her 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 employee'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) Sergeants hired prior to January 1, 1996, are required to participate in the Michigan Public School Employees Retirement System (MPSERS), as required by law.

- (2) The MPERS plan is governed by state statute and the conditions and provisions of this plan are subject to change by the state. MPERS plans require ten (10) years of vesting in order to be able to collect retirement benefits.
 - (3) Employees who enrolled in MPERS after January 1, 1990 were automatically in the Member Investment Plan (MIP), which requires an employee 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 employees who were previously in MPERS at one of the following seven state institutions: Central Michigan, Eastern Michigan, Ferris State, Lake Superior State, Michigan Technological, Western Michigan, or Northern Michigan, will be required to re-enroll in MPERS.
- b) 403(b) Basic Retirement Program
- (1) Employees 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 employee contribution, although employees are encouraged to contribute toward their retirement through the University's voluntary tax deferred investment program.
 - (3) University contributions to an employee'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 Sergeants 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) A Sergeant will be eligible for CMU Retiree status if he/she has been employed for twenty-five (25) years and any age at Central Michigan University, or a minimum of ten (10) years and the attainment of at least age fifty-five (55), or employed for at least ten (10) years and any age if totally or permanently disabled as defined by the Social Security Administration.
 - (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 Sergeants 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 employee 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) Tuition benefit for College of Medicine courses is limited to the in-state, on-campus doctoral rate.

18. **DRUG AND ALCOHOL TESTING**

- A. In an effort to provide a safer, drug-free workplace for employees, 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 following controlled substances metabolites:

Marijuana	Opiates	Amphetamines
Cocaine	Phencyclidine	Barbiturates

- D. Testing for alcohol use may be done through urinalysis or preliminary breathalyzer testing (PBT).
- E. Testing will be done for current employees under the following circumstances:
 - 1) Reasonable Suspicion Testing
 - a) An employee will be subject to drug and/or alcohol testing if a supervisor reasonably suspects that the employee 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 employee's appearance, behavior, speech, or smell.
 - 2) Post-Accident Testing

Any employee 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 employee returning to work after a positive test will be subject to testing prior to returning to his/her position.
 - b) The employee must have negative test results to return to work.
 - c) An employee will also be subject to periodic follow-up testing as designated by the Employee Assistance Program (EAP) professional.
 - 4) Consequence of a Positive Test Result
 - a) The discipline process for any employee with a positive test under the reasonable suspicion testing or post-accident programs will be determined based upon the employee's past work history and may include termination from employment.
 - b) An employee 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 employee 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 employee 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. The following initial cutoff levels are used to determine whether tests are negative:

(1)	Marijuana metabolites	100ng/ml
(2)	Cocaine metabolites	300ng/ml
(3)	Opiate metabolites*	300ng/ml
(4)	Phencyclidine	25ng/ml
(5)	Amphetamine	1,000ng/ml
(6)	Barbiturates	300ng/ml

*25ng/ml if immunoassay specific for free morphine

- 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 employee 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 employee 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 employee 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 employee 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 employee.
 - 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 employee's supervisor and the Employee Relations Office disclosing only that the results were positive. This is necessary in order to proceed with the discipline process and referral to the EAP.
- 9) Resources/Assistance
- a) The University supports the prevention of substance abuse by its employees, and encourages employees 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) Employees with drug dependency problems are encouraged to contact the Employee Assistance Program.
- d) An employee 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**

Sergeants 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 employees. The physical examination shall be conducted by a physician appointed by the University. The cost of such an examination is borne by the University.

20. **PAY**

A. WAGES

- 1) 2018-2019: For employees on the active payroll as of the date this agreement is ratified by the bargaining unit and by the University, and provided further that this agreement is ratified by or before June 30, 2018, wage rates will be increased by 2.5%.
- 2) 2019-2020: For employees on the active payroll as of June 30, 2019, wage rates will be increased to match the wage increase* provided P&A staff for 2019-2020.
- 3) 2020-2021: For employees on the active payroll as of June 30, 2020, wage rates will be increased to match the wage increase* provided P&A staff for 2020-2021.
- 4) 2021-2022: For employees on the active payroll as of June 30, 2021, wage rates will be increased to match the wage increase* provided P&A staff for 2021-2022.
- 5) 2022-2023: For employees on the active payroll as of June 30, 2022, wage rates will be increased to match the wage increase* provided P&A staff for 2022-2023.

*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.

- 4) In each year of this Agreement, the effective date of pay increase will be the first pay period that includes July 1st, or such other effective date as Payroll designates.
- 5) 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.
- 6) **Rate Differential**
For the term of this Agreement, the University is willing to maintain pay rates for non-probationary Sergeants at a level that is 12% above that paid at Rate C in effect on July 1st for Patrol Officers.

For purpose of clarifying the application of this practice, pay adjustments provided to P&A's will be applied before any further adjustment is made to maintain the 12% differential above Patrol Rate "C". Should the application of such P&A pay adjustment to a bargaining unit member result in a pay rate that is more than 12% above Patrol Rate "C", no further adjustment will be made to the member's pay rate in that contract year.

B. OVERTIME AND COMPENSATORY TIME

1) Overtime Rate

- a) All approved hours worked in excess of eighty-four (84) hours in a Sergeant'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 Captain/CMU PD, or designee, a Sergeant 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.

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. 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 employee's normal 12-hour work day.
- 2) If the training program ends before the employee's 12-hour shift ends, the employee may work the balance of his/her shift or may use available comp time or personal time to cover.
- 3) For week-long training programs and schools, the employee's work schedule for that week will be changed to five 8-hour days. Travel time to and from the location of the training will be paid at the employee's regular hourly rate, and travel hours will count towards computation of the 84 hour work period overtime limit.

E. ADJUSTMENT FOLLOWING PROMOTION OR HIRE

- 1) The wage rate for an employee hired from the outside, or promoted to Sergeant from a current position as CMU Patrol, will be 10% above the CMU Patrol Officer Rate "C" wage rate in effect at the time of promotion or hire.
- 2) At the completion of six months' satisfactory service during the trial period specified in Article 10(C)(2), or during the first six months of the probation period specified in Article 10(C)(1), the Chief/CMU Police Department, or his/her designee, may authorize a 1% wage adjustment.
- 3) At the completion of 12 months' satisfactory service from the initial date of promotion or hire, the Chief/CMU Police Department, or his/her designee, may authorize a further adjustment of up to 1%.

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. Sergeants interested in a special assignment will provide written notice of such interest to the Captain. The Department will interview Sergeants who have provided written notice of interest in the special assignment.
- C. The assignment of a Sergeant to the special assignment shall be at the sole discretion of the Director/Chief of CMU Police Department. The Director/Chief of CMU Police Department has the sole and exclusive discretion to select and appoint a Sergeant to that Assignment
- D. A Sergeant assigned to Special Assignments will develop and submit to the Captain for approval and/or modification a flexible work schedule to fulfill the responsibilities assigned to him/her. Scheduling changes from the established shift shall not result in overtime to the 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. A Sergeant selected for Special Assignments may be excluded from working holidays at the discretion of the Department.
- G. The Chief of Police, or his/her designee, may terminate a Special Assignment at any time on 10 days' notice.
- H. A Sergeant on Special Assignment (except BAYANET) shall remain on the regular overtime call-in list. For a Sergeant in Special Assignments, any need for overtime related to the Special Assignment, as authorized by the Director/CMU Police Department (or designee), shall not be subject to any overtime distribution fairness requirement. If scheduling and availability permit, a Sergeant 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 a Sergeant in Special Assignments. A Sergeant shall have the right to leave this 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 Sergeant may exercise his/her rights to bid a different shift at the next Shift Selection.
- J. A Sergeant assigned to BAYANET may request a clothing reimbursement of up to but not more than \$400 annually for purchase and maintenance of approved clothing and accessories. The amount actually reimbursed shall be at the discretion of the Chief of Police, or designee. The Sergeant shall be responsible for cleaning and maintenance of these items.

22. **LAYOFF**

A. **SHORT-TERM LAYOFF**

When the University, or a portion of the University, is closed, Sergeants 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 Sergeants, 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) Sergeants to be laid off for an indefinite period of time will have at least seven (7) days written notice of layoff.
- 3) A Sergeant with seniority to be laid off will be transferred to a vacant patrol officer position. If there is no vacancy, they will displace the least senior officer, provided the Sergeant has greater seniority than the officer.

23. RECALL

A. RECALL RIGHTS

- 1) A Sergeant who is laid off will have his/her name remain on the recall eligibility list for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is less.
- 2) If a Sergeant's MCOLES certification shall expire before he/she is actively at work from a recall action, his/her recall rights shall terminate as of the date MCOLES certification expires.

B. RECALL PROCESS

- 1) A Sergeant 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 employee'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 Sergeant at the employee's last known address by registered or certified mail.
 - a) If the employee fails to report to work within ten (10) calendar days from the date of mailing of notice of recall, the Sergeant shall be considered a quit.
 - b) Extensions may be granted by the University in proper cases.
- 3) Sergeants 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.

24. 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 work day begins with the 7:00a.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) Sergeants will be allowed to bid by seniority for a regular schedule for each term. For shift selection purposes only, seniority is defined as "time-in-grade."
- 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 Sergeants 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) With respect to shift coverage, the Department shall have the exclusive right to determine the number of Sergeants necessary for a particular shift. This decision shall not be subject to grievance
- 2) A Sergeant may not leave his/her shift until properly relieved.
 - a) Proper relief takes place only when the incoming Sergeant is present and in proper uniform.
 - b) Pay for the relieving Sergeant begins on the later of the scheduled start of his/her shift or the Sergeant's arrival on shift in proper uniform.
- 3) Special events may be covered with on-duty personnel at the Department's discretion.
- 4) Minimum shift for twelve hour shifts shall be two (2) sworn personnel per shift.
- 5) Economic or budgetary changes can lead to alteration of this order.

25. 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).

26. UNIFORMS

- A. In accordance with Departmental policy, the Department will provide, and replace as appropriate, professional uniform apparel (to include footgear), and will provide professional cleaning services for the purposes of cleaning and maintaining uniforms.
- B. Sergeants with a uniform allowance balance as of the date this agreement is ratified by the bargaining unit and by the University will be able to apply that remaining balance towards the cost of approved

uniform apparel items until exhausted. Thereafter, the Department's uniform replacement policy will apply.

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

27. **PHYSICAL FITNESS INCENTIVE**

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

28. **TRAINER/INSTRUCTOR INCENTIVE**

When a bargaining unit member is assigned to serve as an instructor in the following list of specific trainings, he/she 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.

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

29. **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.

30. **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.

31. **ENTIRE AGREEMENT**

This Agreement consists of the pages in this document numbered from one (1) through twenty-seven (27) 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.

32. **TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2023.
- 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 Employee Relations Office or to any such address as the Union or University does make available to the other in writing.

Central Michigan University and the Central Michigan Command Officers Association

In witness whereof the parties have set their hands this 30th day of June, 2018:

CENTRAL MICHIGAN UNIVERSITY

CENTRAL MICHIGAN COMMAND OFFICERS ASSOCIATION

George E. Ross, Ph. D.
President

James Cross
CMCOA Business Agent

Kevin J. Smart, SPHR, SHRM-SCP
Director/Employee Relations

Michael A. Morrow
Sergeant/CMU Police Department
President/CMCOA

William E. Yeagley, Jr.
Chief/CMU Police Department

David W. Coffman
Sergeant/CMU Police Department
Vice President/CMCOA

Frederick A. Harris
Captain/CMU Police Department

Larry S. Klaus
Lieutenant/CMU Police Department

Joseph L. Garrison
Director/Financial Planning & Budgets

Kristen Skiver
HR Consultant/Employment Services

Appendix A: University Monthly Contributions Toward Insurance*

BENEFITS COST-SHARING MODEL, Full Time

	2018-19		2019-20		2020-21		2021-22		2022-23	
	Contribution		Contribution		Contribution		Contribution		Contribution	
	University*	Employee**	University*	Employee**	University*	Employee**	University*	Employee**	University*	Employee**
Medical/Prescription Drug	85.3%	14.7%	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)
Dental	85%	15%	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)	(same as P&A)

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

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

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

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

2018-19 University Monthly Dollar Contribution Towards Health Care Benefits	
Medical/Prescription Drug	Employee: \$546.43 2 Person: \$1,131.10 Family: \$1,382.46
Dental	Employee: \$27.69 2 Person: \$57.04 Family: \$71.17

Monthly University Contributions Towards Life Insurance and Long Term Disability

- The University will cover the premium cost for the basic Group Life Insurance coverage amount.
- The University will cover the premium cost for the basic (i.e., 67% level) Long Term Disability Insurance coverage amount.

Appendix B: Bonus Time

BONUS TIME

Sergeants hired prior to 7/1/2015 who work a home football game or a commencement during a scheduled "long" weekend off (where that long weekend includes a Saturday), will be granted six (6) hours "bonus time" at straight time rates. When recording the bonus time for the pay period during which it was earned, the employee must elect to be paid or to bank the time.

Assigned Investigator (if that position is held by a member of the bargaining unit) who works a home football game or a commencement on a Saturday will be granted four (4) hours "bonus time" at straight time rates. When recording the bonus time for the pay period during which it was earned, the employee must elect to be paid or to bank the time.

Banked bonus time must be taken at a time that is mutually agreeable to the Sergeant and the Department.

Bonus time must be used by or before the end of the contract year in which it was earned or it is lost. There will be no payout of any unused banked bonus time.

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

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

Letter of Agreement No. 1: Michigan Right to Work Amendments

It is the express intent of the University and the Union to follow the law by honoring the 2012 Right to Work amendments ("RTW") to the Michigan Public Employment Relations Act ("PERA"). If, during the term of this Agreement, the agency shop prohibitions in the RTW amendments to PERA are invalidated by act of the Michigan Legislature signed into law by the Governor, by amendment of the Michigan constitution or by action of a court of competent jurisdiction following exhaustion of all legal appeals processes, the parties agree to reinstate the agency shop language in Article 7 as it existed in the Agreement as of June 30, 2015, provided that such reinstatement is allowed under the law.

Central Michigan University and the Central Michigan Command Officers Association

<hr/> <p style="text-align: center;"><i>A</i></p> <p>Adjustment Following Promotion Or Hire -18-</p> <p>Agreement -1-</p> <p>Aid To Other Unions -22-</p> <p>Annual Physical Examination -17-</p> <p><i>Appendix A: - University Monthly Contributions</i></p> <p style="padding-left: 20px;">Toward Insurance -25-</p> <p><i>Appendix B</i></p> <p style="padding-left: 20px;">Bonus Time -26-</p> <p>Arbitration -6-</p> <hr/> <p style="text-align: center;"><i>B</i></p> <p>Bonus Time -26-</p> <hr/> <p style="text-align: center;"><i>C</i></p> <p>Comp Time -18-</p> <p>Court-Required Service -10-</p> <hr/> <p style="text-align: center;"><i>D</i></p> <p>Definition Of A Probationary Officer -3-</p> <p>Definition Of An Officer -3-</p> <p>Definitions -3-</p> <p>Discipline Or Discharge -4-</p> <p>Drug And Alcohol Testing -15-</p> <p>Dues -2-</p> <p>Dues, Payroll Deduction -2-</p> <hr/> <p style="text-align: center;"><i>E</i></p> <p>Entire Agreement --22</p> <hr/> <p style="text-align: center;"><i>F</i></p> <p>Family and Medical Leave -12-</p> <p>Fees of the Arbitrator -6-</p> <p>Flexible Benefits -7-</p> <p>Funeral Leave -10-</p> <hr/> <p style="text-align: center;"><i>G</i></p> <p>Grievance Procedure -5-</p> <hr/> <p style="text-align: center;"><i>H</i></p> <p>Holidays - 9 -</p>	<hr/> <p style="text-align: center;"><i>I</i></p> <p>Investigations - 4 -</p> <hr/> <p style="text-align: center;"><i>L</i></p> <p>Layoff - 19 -</p> <p>Layoff, Indefinite - 20 -</p> <p>Layoff, Short-Term - 19 -</p> <p>Letter Of Agreement –</p> <p style="padding-left: 20px;">Michigan Right To Work Amendments - 27 -</p> <p>Liability Insurance - 8 -</p> <p>Limited Duty Assignments - 19 -</p> <hr/> <p style="text-align: center;"><i>M</i></p> <p>Medical Statement - 12 -</p> <p>Membership -1-</p> <p>Membership And Dues -1-</p> <p>Michigan Right To Work Amendments - 27 -</p> <p>Military Leave, Long-Term - 13 -</p> <p>Military Leave, Short Tour - 11 -</p> <hr/> <p style="text-align: center;"><i>N</i></p> <p>New Matters - 22 -</p> <hr/> <p style="text-align: center;"><i>O</i></p> <p>Overtime And Compensatory Time - 18 -</p> <p>Overtime Rate - 18 -</p> <hr/> <p style="text-align: center;"><i>P</i></p> <p>Pay - 17-</p> <p>Personal Leave - 11-</p> <p>Physical Fitness Incentive - 22-</p> <p>Posting Schedules - 21-</p> <p>Power of the Arbitrator - 6-</p> <p>Provisional Employee - 3-</p> <p>Purpose and Intent -1-</p> <p>Pyramiding of Overtime Prohibition - 18-</p> <hr/> <p style="text-align: center;"><i>R</i></p> <p>Rate Differential - 17 -</p> <p>Recall - 20 -</p> <p>Recall Process - 20 -</p> <p>Recall Rights - 20 -</p> <p>Recognition -1 -</p>
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