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An Agreement
Between

CENTRAL MICHIGAN UNIVERSITY

and

THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

1973 - 1974

Michigan State University
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Central Michigan University

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PREAMBLE

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

The University and the Association recognize the moral principles involved in the area of civil rights and have reaffirmed in this negotiated agreement their commitment not to discriminate because of race, color, religion, sex, national origin, or age except to the extent that age or sex are, under law, allowable bona fide job qualifications, or for participation in or affiliation with any labor organization. Because of the many remedies available under law, the provisions of this preamble are not grievable under this agreement.

AGREEMENT

This Agreement is entered into this 5th day of September, 1973, between the Board of Trustees of Central Michigan University (being the constitutional and statutory board of control of Central Michigan University) herein called UNIVERSITY, and the Central Michigan University Police Officers Association, herein called ASSOCIATION.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interests of the people of the State of Michigan as served by the University and the Association. 2-1

RECOGNITION

The University recognizes the express desires of its officers to be represented by the Association as indicated in the consent election held on May 17, 1972, and acknowledges the certification of the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of officers in the bargaining unit as follows: 3-1

All regular, full-time patrolmen, sergeants, and service officers in the Department of Public Safety EXCLUDING: Director, Captains, supervisors, confidential employees, administrators and executives of the University.

DEFINITION OF OFFICER

As used in this Agreement, the term "officer" means a member of the bargaining unit as described in the Recognition provision. 4-1

PROBATIONARY EMPLOYEES

New officers hired into the Department of Public Safety shall be considered as probationary employees for the first year of their continuous employment. When an officer successfully completes the probationary period, the officer shall be entered on a seniority list of the Department and shall be credited with full seniority for continuous service from the latest date of hire into the bargaining unit including the probationary period. There shall be no seniority among probationary officers. Discharge or discipline of probationary officers is not grievable under this Agreement. 5-1

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.

6-1

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 officers; or to make reasonable judgments as to the ability and skill of officers; or to schedule hours and shifts; or to set the standards for University work, methods, processes, means and materials to be used in accomplishing work and the constitutional purposes for which the University is organized; or to make assignments and determine work to be done; or to set the duties and responsibilities of officers; and to control the University property.

6-2

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 Association.

7-1

PAYMENT FOR ASSOCIATION'S REPRESENTATION

Membership in the Association shall not be required as a condition for continued employment at the University. It is recognized by the University and the Association that the Association, by virtue of its commission, has been designated as the exclusive bargaining agent for all the officers described above at Central Michigan University, regardless of their membership in the Association. It is, therefore, agreed that an officer, as a condition of continued employment, tender to the Association a service fee equal to the periodic dues uniformly required as a condition of acquiring and maintaining membership in the Association. Such payment must be forthcoming within thirty (30) days from the date that an employee has assumed a regular or probationary position within the bargaining unit. The University shall be notified in writing by the Association when an officer is sixty (60) days in arrears in the payment of the aforementioned sum.

8-1

No officer who adheres to tenets or teachings of a bona fide religious body or sect of which the officer is a member that holds conscientious objections to unionization or other association of employees and no officer who is not a member of such a body or sect but who holds conscientious objections to association of employees based on the officer's religious training and beliefs in relation to a supreme being is required by this agreement to pay the aforesaid service fee as a condition of obtaining or keeping public employment at the University. In lieu of such service fee, the employee shall contribute a sum of money equal to such dues, fees or fair-share payments to a nonreligious, nonunion charitable organization exempt from taxation under Section 501 (C) 3 of the Internal Revenue Code which is mutually agreed upon by such employee and the union organization, or if they do not agree,

8-2

to such an organization specified by the commission. It is agreed the University is such a Section 501 (C) 3 organization. Such employee shall furnish written proof in the form of receipts that such contribution has been made. Any officers exercising rights under this paragraph 8-2 shall contact the Personnel Office and exercise the officer's right according to procedures established by the Personnel Office.

DEDUCTION OF ASSOCIATION DUES AND INITIATION FEES

Payment by Deduction.

During the life of this Agreement, the University agrees in accordance with and to the extent of any applicable State or Federal laws to deduct on a bi-weekly basis membership dues in an amount established by the Association, proportionately each pay period, from all wages due all members of the Association who individually and voluntarily give the University written authorization to do so and shall forward such dues to the Treasurer of the Association at an address furnished in writing to the University by the Association on or before the seventh (7th) day after each pay period. Such written authorization shall continue for the duration of this Agreement unless the officer gives written notice of termination to the University and to the Association at least fifteen (15) days prior to any pay period of this Agreement. The Association 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 Association dues from any officer's pay. The Association assumes full responsibility for the disposition of the monies so deducted once they have been turned over to the Treasurer of the Association as set forth above.

9-1

The aforementioned authorization shall be in the following form:

9-2

CENTRAL MICHIGAN UNIVERSITY
PAYROLL DEDUCTION AUTHORIZATION

I, _____ hereby authorize the University to deduct from my earnings each bi-weekly pay period the indicated amount and to remit this deduction to the needed agency.

Purpose of Deduction: Police Association Fee: Effective Date ___/___/___

Amount of Deduction: _____ (or such change in amount as levied by the Association after 30 days notice to the Business Office of the larger amount).

Deduction to be remitted to: _____

Dated: ___/___/___ Signature _____ Soc. Sec. No. _____

Deductions

Deductions shall be made only in accordance with the provisions of said

9-3

authorization for deduction of fee, together with the provisions of this Agreement. The University shall have no responsibility for the collection of membership dues, fees, or special assessments, or for any other deductions not in accordance with this provision.

Delivery of Executed Payroll Deduction Authorization Form

A properly executed copy of such authorization for deduction of fee form for each officer 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 Association Treasurer by the University. 9-4

When Deductions Begin

Deductions under all properly executed authorization for deduction of fee form 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 officer has sufficient net earnings to cover such payment. 9-5

Refunds

In cases where a deduction is made that duplicates a payment that an officer already has made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution or ByLaws, refunds to the officer will be made by the Association. 9-6

Termination of Deduction

An officer shall cease to be subject to deductions beginning with the pay period immediately following the month in which he is no longer an officer. The Association shall be notified by the University of the names of such employees following the end of the pay period in which the termination took place. 9-7

Disputes Concerning Deduction

Any dispute between the Association and the University which may arise as to whether or not an officer properly executed or properly revoked an authorization for deduction of dues form shall be reviewed with the officer by a representative of the Association 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. 9-8

Limit of University's Liability

The University shall not be liable to the Association by reason of the requirements 9-9

of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by officers.

List of Members Paying Dues Directly

The Association shall furnish the University within thirty (30) days after the effective date of this Agreement the names of all officers paying dues directly to the Association. Thereafter, the Association will furnish the University a monthly list of any changes. 9-10

Disputes Concerning Membership

Any dispute arising as to an officer's membership in the Association shall be reviewed by the designated representative of the University and a representative of the Association, and if not resolved, may be decided at the University Conference on Contract Grievances. However, the officer may be retained at work while the dispute is being resolved and no deduction shall be required until resolution of the dispute. 9-11

SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Association President and the University or its designated representative upon request of either party. Such meeting shall be between not more than two (2) representatives of the Association and the representatives of the University. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented by the party requesting the conference at the time the conference is requested. The meeting may be attended by a person not in the bargaining unit hired by the Association to assist it. 10-1

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. 10-2

GRIEVANCE PROCEDURE

A grievance is an alleged violation of this Agreement. 11-1

Grievances shall be presented and processed as set forth below. 11-2

Officers are encouraged to work out claimed violations of this Agreement within their Department without resort to the informal or formal grievance procedure whenever possible. 11-3

Step One (1) Captain or Other University Designated Representative (Verbal)

An officer shall submit a grievance to the Captain or other person designated for this purpose by the University. The officer may invite the Association's President, or his designee, to accompany him while presenting the officer's grievance at this step; however, the officer, and not the Association's President, or his designee, 11-4

shall present and discuss the grievance with the Captain (or other designated representative) in an attempt to arrive at a satisfactory settlement of the grievance.

Step Two (2) Association Grievance Committee

If the matter is not resolved at the second step, the officer may refer the grievance to the Association Grievance Committee which shall be established by the Association. The Association Grievance Committee shall consist of the President of the Association and two officers elected by the officers who shall be permanent members of the Association Grievance Committee. The officer shall present the grievance to the Association Grievance Committee. The Association Grievance Committee shall determine the following: 11-5

1. Whether the grievance legitimately arises out of this Agreement and whether as a matter of policy the Association wishes to pursue the grievance to the next step in the grievance procedure. 11-6
2. Whether there may be other ways to resolve the grievance than through the grievance procedure. If so, the Association may attempt to use other legitimate means to solve the grievance before continuing the grievance procedure, but in no event shall this clause be interpreted to mean that the Association is empowered to work with an authority higher than the Personnel Office at this step of the procedure. 11-7

If the Association Grievance Committee has determined that the grievance legitimately arises out of this agreement, that as a matter of policy the Association wishes to pursue the grievance, and that the grievance procedure is the proper method to use for resolving the problem, the Association Grievance Committee shall prepare a writing which states: 11-8

1. That the foregoing determinations have been made. 11-9
2. The clauses in this Agreement which are the basis for the grievance. 11-10
3. The facts which are the basis for the claim as to how the Agreement has been violated. 11-11
4. The remedy requested. 11-12

Step Three (3) Director or Other University Designated Representative

The writing described in Step Two must be presented to the Director or other person appointed for the purpose by the University within thirty (30) calendar days after the occurrence of the facts which are the basis for the grievance or the matter will not be a proper matter for the grievance procedure. Following submission of the written grievance, a meeting will be arranged between the officer, a member 11-13

of the Association designated by the Association for the purpose of meeting at this step, and the Director. The meeting shall take place within five (5) working days after submission of the written grievance.

The Director or other person designated by the University for the purpose shall answer the grievance in writing within five (5) working days from the date of the meeting at which the grievance was discussed unless the time limit is extended by mutual agreement. A grievance not appealed, as provided in Step Four below, within five (5) working days after such answer from the Director shall be considered settled on the basis of the last answer and not subject to further review. 11-14

Step Four (4) Personnel Office (Written)

If the Director's answer is not satisfactory, the grievance shall be submitted in writing to the Personnel Director as it was submitted to the Director together with the Director's answer and any additional information or points deemed pertinent by the Association Grievance Committee. If the grievance is not resolved, a meeting between no more than two representatives of the Association (including the officer grieving) and the Personnel Director and other representatives of the University (if necessary) will be arranged to discuss the grievance within five (5) working days from the date the grievance was received at the Personnel Office. 11-15

The Personnel Director, or his representative, will answer the grievance in writing within six (6) working days from the date of the meeting in which the grievance was discussed. When the Personnel Director deems it necessary to involve a higher level official of the University, and if requested, four (4) additional working days for time of answer will be granted. 11-16

A grievance not appealed in writing from an answer at the fourth step to the fifth step within fifteen (15) calendar days after such answer will be considered settled on the basis of the last answer and not subject to further review. 11-17

Step Five (5) Board of Appeal (Written)

If the matter is not resolved at the fourth step, the Association Grievance Committee shall meet and reconsider the matter. If after meeting, the Association Grievance Committee wishes to carry the matter further, it will within fifteen (15) calendar days after the University's answer at the fourth step, refer the matter to the Appeal Board. The time limit may be extended by mutual agreement. 11-18

The Association will prepare a record which will consist of the original written grievance prepared by the Association and the written answers to the grievance and other written records as there may be in connection with the matter and will gather any additional information and facts it deems pertinent and forward the same to the Personnel Office together with a notice that the Personnel Office's answer with respect to the grievance is not satisfactory. 11-19

The matter will then be submitted to the Appeal Board for disposition within two (2) calendar weeks after the submitting of the aforementioned papers to the 11-20

Personnel Office. The time limit may be extended by mutual agreement.

The Appeal Board shall consist of two (2) representatives of the University and two (2) representatives of the Association. The University and the Association may each elect to have a third person present at the Appeal Board who will observe the proceedings and provide information upon request pertinent to the matter under consideration by the Appeal Board. Other persons may attend by mutual agreement.

11-21

Arbitration

If the Appeal Board is unable to resolve the matter by majority vote, either party may request the matter to be submitted to advisory arbitration. The request for arbitration must come within five (5) calendar days after the meeting of the Appeal Board. During the next five (5) calendar days following the request, the parties shall attempt to agree upon an Arbitrator. In this regard the Arbitrator agreed upon may be any person mutually agreeable to the Association and the University and need not be a professional arbitrator.

11-22

If the parties cannot agree within the aforementioned time period the Arbitrator shall be selected from the American Arbitration Association. Either party within ten (10) days after the request for arbitration and after unsuccessfully attempting to agree upon an Arbitrator, may send notice together with the required fee to the American Arbitration Association that it wishes to arbitrate this matter. The party requesting shall request a list of seven (7) names of arbitrators to be given to the Appeal Board by the American Arbitration Association. If either party is dissatisfied with said list, it may within three (3) days after its receipt, exclusive of Saturdays and Sundays, reject the list and request a new list of seven (7) arbitrators. Lists submitted by the American Arbitration Association 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 any labor union.

11-23

Within five (5) days, exclusive of Saturdays and Sundays, after the parties have received the list of seven (7) arbitrators which has not been rejected under this Agreement, the Appeal Board shall meet for the purpose of determining an Arbitrator. If the Appeal Board cannot mutually agree on one (1) Arbitrator on the list submitted, or otherwise, the Association shall 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 only one (1) name remains which has not been struck. The name remaining shall be the Arbitrator. The members of the Appeal Board shall then sign a paper stating the name of the Arbitrator selected and the party bringing the grievance shall forward this paper to the American Arbitration Association together with a copy of the grievance, all the University responses to the grievance, and two copies of this Agreement.

11-24

The fees and accrued expenses of the Arbitrator shall be shared by the parties equally.

11-25

Grievances within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes which are alleged violations of this Agreement.

11-26

The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement; nor shall the Arbitrator substitute discretion on his part for that of the University or the Association; nor shall the Arbitrator exercise the responsibility or function of the University or of this Association.

WITHDRAWAL OF CASES FROM GRIEVANCE PROCEDURE

A grievance may be withdrawn from the grievance procedure by the Association at any time up to the point of submitting the same to arbitration. A grievance in arbitration may be withdrawn at any time by the party asking for arbitration. Either party may withdraw a case from arbitration by agreeing with the opposing party's position. However, if a party withdraws a case from arbitration after a request has been made for arbitration, the party so withdrawing shall be considered the loser and shall be required to pay the Arbitrator's fee, costs incurred by the other party in preparation for arbitration and any American Arbitration Association expenses. 12-1

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. 13-1

DISCHARGE OR DISCIPLINE

Discharge or suspension of any officer may be referred to the fourth step of the grievance procedure if requested by the Association representative. Disposition at the fourth step shall be issued in writing. 14-1

Any reprimand given any officer by University shall be made in writing to the officer and a copy shall be given to the Association representative upon request of the officer. 14-2

SENIORITY

Seniority is defined as the length of an officer's continuous service with the University from the officer's latest employment date and shall be a factor in all cases of promotion and decrease in the working force. When two officers have equal qualifications in the opinion of the University for a promotion, the most senior officer shall receive the promotion. 15-1

SENIORITY LISTS

The seniority lists on the date of this Agreement will show the names and classification of all officers of the Department of Public Safety entitled to a ranking for seniority. Service records in effect at the date of this Agreement shall be used by the parties hereto as the records of continuous service as of such date. 16-1

The University will keep seniority lists up to date at all times and whenever the Association representative or President shall raise a question of seniority, 16-2

the University shall make the list available for that person's inspection for the purpose of settling the question. The University will post seniority lists on, or before, July 15 of each calendar year in the Public Safety building.

LEAVES

Sick Leave.

Grant of Sick Leave Days:

Yearly sick leave allowances are granted to fulltime officers based on years of continuous service, determined from their last date of hire, in the bargaining unit at the University in the following manner: 17-1

<u>Years of Service</u>	<u>Gross Sick Leave Days</u>
first fiscal year	14 days
second fiscal year	25 days
third fiscal year	37 days
fourth fiscal year	48 days
fifth fiscal year	57 days
sixth fiscal year and up	130 days

Sick leave days are granted according to the following schedule at the beginning of the University's fiscal year. Officers who began work prior to January 1, 1972 will receive 14 days sick leave. Those who start work after January 1, 1972 will receive 7 days sick leave. 17-2

Sick leave days do not accumulate. 17-3

Use of Sick Leave Days:

Under the conditions of the sick leave provisions, all officers in the bargaining unit may use their sick leave days in any month of the year in which they are scheduled on the payroll. 17-4

Amounts received by an officer for compensable injury (workmens compensation), Social Security and any other disability income or continuation of income plan or program at the University are deducted from the sick leave payment made to the officer, and the sick leave days will be reinstated by the amount received and deducted from the sick leave payment. 17-5

Each officer desiring consideration for sick leave benefits may be required to file with the University either a physician's statement or a sworn affidavit, at the University's election, that the claim for sick leave absence 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. 17-6

Whenever an officer has used up all earned sick leave credit, such officer will be removed from the payroll until that officer reports back to duty except 17-7

as provided under the sick leave bank provisions below.

All absences from work other than approved sick leave, other approved absences with pay, scheduled vacation days and compensatory leave, if any, will be without pay and proper deductions will be made from the employee's paycheck. 17-8

Any officer will be considered absent if that officer fails to appear for regularly scheduled duties because of illness or injury and the officer's sick leave yearly account will be debited for the time he is absent from duties. 17-9

Sick leave can be used in units of one hour or more. 17-10

Definitions (for purposes of sick leave):

Working day-any day of the week, provided such a day is a scheduled working day for the officer. 17-11

Work week-a week for purposes of sick leave shall be interpreted to mean any five (5) days of a regular work week determined by the officer's work schedule. 17-12

Sick Leave Bank:

A sick leave bank is established for use by officers in their fifth year of service or less. Two (2) sick leave days shall be deducted from the annual sick leave granted to employees in their fifth year of service or less. If any officer should exhaust such officer's grant of sick leave, that officer may draw, pursuant to rules for allocation developed by the sick leave committee, from the sick leave days and use them as though they were that officer's sick leave days. 17-13

The sick leave bank committee is established and is to be composed of two (2) members appointed by the Association and two (2) members appointed by the University. The sick leave bank committee is responsible for establishing the rules for operating the sick leave bank and for granting permission to withdraw sick leave days from the sick leave bank. A majority vote of the members of the committee is necessary to grant permission to withdraw sick leave days from the sick leave bank. 17-14

Accumulated Sick Leave Under Former Sick Leave Provisions:

See the section on retirement service awards. 17-15

Personal Leave (With Pay).

An officer will be given an approved absence not to exceed two (2) days in any fiscal year for the following: 17-16

1. Business that cannot be attended to without missing work. In such cases the officer shall make prior arrangements and receive permission of his supervisor. 17-17

2. Attendance at any funeral. 17-18
3. Illness of a relative living in the same household. When ever possible, the officer will give advance notice to that officer's supervisor. 17-19

Any officer hired before January 1 is given two (2) full days. An officer hired after January 1 is given one (1) day. 17-20

This type of leave may be used in units of one hour or more. 17-21

Military Leave (Short Tours).

All officers who belong to the National Guard, Officers Reserve Corps or similar military organizations will be allowed an approved leave of absence not to exceed fifteen (15) days in any calendar year when ordered to active duty for training. The University will pay the difference between the officer's military pay and regular pay, if his military pay is less. The computation of this difference will be: Gross University pay for the authorized period of time less all military pay and allowances for that period. 17-22

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. 17-23

Personal Leave (Without Pay).

Leaves of absence without pay up to three (3) months may be granted in cases of exceptional need for those officers who have been employed on a regular basis. Leaves may be granted for such reasons as settlement of an estate, serious illness of a member of the officer's family, temporary termination of the officer's work, childbirth, child care for a newly born infant, or an extended trip but not for the purpose of obtaining employment elsewhere. Leaves of absence of this type may be extended by the University for additional three-month periods, but the total leave time shall not exceed one (1) year. 17-24

Funeral Leave.

An officer will be given leave of absence with pay not to exceed three (3) days per occasion in any fiscal year in case of death of any of the following relatives: 17-25

1. Spouse, children. 17-26
2. Brothers, sisters, brothers-in-law, sisters-in-law, fathers-in-law, mothers-in-law. 17-27
3. Parents, grandparents, spouse's grandparents. 17-28
4. Relatives living in the same household. 17-29

Leave for Court-Required Service.

An officer who serves on jury duty or as a subpoenaed witness (but not 17-30

as a party to the action) will be paid the difference between that officer's pay for jury duty or witness fee and that officer's regular pay. An employee is expected to report for regular University duty when temporarily or permanently excused from attendance at court.

Leave for Education in Collective Bargaining Areas.

Leave of absence (with pay) will be granted to officers chosen by the Association to receive educational instruction in the area of collective bargaining and contract administration. Two (2) days per year will be allocated to the bargaining unit for this purpose. No more than two (2) officers at any one time shall take such leave and any one officer in the bargaining unit shall take no more than one (1) working day of this leave in any fiscal year. 17-31

Long Term Military Leave.

An officer entering the Military service as (1) an inductee through the selective service system, or (2) a voluntary enlistee while having a 1-A selective service classification, or (3) a member of the armed forces reserve or national guard either pursuant to an order or call to active duty or active duty for training, or by volunteering during a period of national emergency, shall be granted a leave of absence without pay for the period of active duty or active duty for training, not to exceed four (4) years, plus additional time imposed by law and the period in which reinstatement must be requested as set forth below. 17-32

In addition, and in order to be eligible to return to active employment, an officer returning from a military leave of absence must have an honorable discharge or certificate of honorable service and apply for reinstatement within ninety days after release from duty. 17-33

Medical Condition Following Leave.

An officer returning from a leave of absence of any kind may be required to furnish a physician's statement as to that officer's physical condition and the physician's opinion as to the officer's ability to carry on his duties in a normal fashion. If the officer's condition would interfere with the performance of the officer's duties or might result in injury while working or might result in aggravating the condition, the University may refuse reemployment or may place reasonable conditions on reemployment. The University may require officers returning from any leave to see a physician designated by the University. 17-34

PHYSICAL EXAMINATION

All officers may be required by the University to submit to an annual physical examination for the purpose of determining their ability to carry on their duties in a normal fashion and for the purpose of obtaining a general statement as to the physical condition of the 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. 18-1

MEDICAL DISPUTE

In the event of a dispute involving any officer's physical ability to perform that officer's job on that officer's return to work at the University from a layoff or leave of absence of any kind, and the officer is not satisfied with the determination of the designated physician of the University, that officer may submit a report from a medical doctor of that officer's own choosing and at that officer's own expense. If the dispute still exists, at the request of that officer the designated physician of the University and the officer's doctor shall agree upon a third doctor to submit a report to the University and the officer; and the decision of such third party will be binding on the parties. The expense of the third party shall be shared equally by the University and the officer. 19-1

LEGAL HOLIDAYS

- Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and Memorial Day and Good Friday (1/2-day). 20-1
1. Each officer not on leave of absence or layoff who is not scheduled to work on such holidays shall be paid for eight (8) hours at the regular straight-time rate of pay provided that: 20-2
 - a. Such officer is and has been on the active payroll of the University immediately preceding the holiday involved and 20-3
 - b. Such officer works or is excused from his scheduled work day immediately preceding and that officer's scheduled work day immediately succeeding the holiday involved. 20-4
 2. An officer who is scheduled to work on any holiday and does not work that day or is not excused from work shall receive no pay for such holiday. 20-5
 3. Whenever one of these holidays falls on a Saturday or on a scheduled day off in the officer's work week and the officer does not work on this day and no other day is observed as a holiday by the University, the officer will receive an additional day, the time to be arranged with the employee's supervisor. Whenever one of these holidays falls on a Sunday, the following Monday shall be observed as the designated holiday. 20-6
 4. If an officer terminates employment, the officer will not receive pay for the holidays occurring after the last day worked even though the holiday may fall within the period of the officer's projected terminal leave. 20-7

5. Officers required to work on one 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. 20-8

ADDITIONAL HOLIDAYS

All officers will receive the first working day either before or after (to be designated by the University) Thanksgiving Day, Christmas Day and New Years Day as additional holidays. 21-1

Officers required to work on one or more of these additional Holidays will be paid at their regular straight-time rate for that day, and will receive an additional day off with pay within the pay period, at a time to be arranged by the supervisor. If such additional time off cannot be arranged, the employees will be paid for an additional day at their regular straight-time rate, in lieu of the holiday. 21-2

VACATION

Officers employed on a twelve month basis are entitled to twelve (12) days vacation per fiscal year for the first twenty-four (24) months of employment, accrued at the rate of one (1) day per month, fifteen (15) days of vacation per fiscal year from the end of the twenty-fourth month to the sixtieth month, accrued at the rate of one and one-quarter days per month and twenty (20) days per fiscal year beyond the sixtieth month, accrued at the rate of one and two-thirds day per month. Vacation time earned as of the fiscal year ending day, June 30, may be taken any time before the following June 30. Vacation time is not accrued during periods when the employee is not on the active payroll. 22-1

The University may change the method for accruing vacations provided officers receive the same number of days vacation per year as set forth in paragraph 22-1. 22-1a

Any officer with less than one (1) year of service whose employment is terminated, automatically loses all right to accumulated vacation time. Officers with one (1) or more years of service whose employment is terminated will be entitled to all vacation time accumulated to the termination date in that fiscal year. 22-2

Use of vacation time is governed by the following conditions:

1. Vacation will be taken at a time agreeable with both the employee and the University. 22-3
2. When University offices are closed by the administration for holiday or special recess, such time is not deducted from vacation time. 22-4
3. If a holiday falls within an officer's vacation time, that day will not be deducted from the officer's vacation time. 22-5
4. Vacation time may be used in units of one-half day or more. 22-6

5. Vacation time accumulated as of July 1 must be taken before July 1 of the following year, except for five (5) days which may be carried over to the following year. No other carry-over or accumulation of vacation time is permitted. 22-7

HOSPITAL AND SURGICAL INSURANCE

The University agrees to pay up to the sum of \$60.00 per month toward the cost of hospital and surgical insurance available at the University, including two-person, family and full-family coverage. Election for coverage by officers of the above benefit will be made according to procedures of the University Faculty/Staff Benefits Office. 23-1

LIFE INSURANCE

Group life insurance is available to all officers and paid for by the University. Coverage includes a double indemnity clause in case of legitimate accidental death. The arrangements for insurance, including payments and name of beneficiary, are made through the University Faculty/Staff Benefits Office. The insurance may be converted, if done within thirty-one (31) days after employment ends. 24-1

The plan provides each insured officer with an amount of level term life insurance equal to his base salary. If this amount of insurance is not an even multiple of \$1,000, it is raised to the next higher \$1,000 multiple, to a maximum of \$60,000. 24-2

DISABILITY INCOME INSURANCE

The University provides a total disability income protection plan for officers. The plan provides that after an officer has been totally disabled for a period of six (6) months because of disability caused by accident or illness, the officer will receive from the plan when integrated with his Social Security benefits, workmens compensation benefits, and any disability income or continuation of income plan or program at the University, at least sixty (60) percent of the first \$1500 of monthly salary plus forty (40) percent of the monthly salary in excess of \$1500, with a maximum monthly payment of \$1500 for a period of two (2) years while the officer is unable to perform his own occupation. After this two (2) year period, the plan provides for continuation of payments if still unable to perform in any occupation for which he is reasonably fitted by education, training or experience. Benefits under this plan will be increased three (3) percent each year to adjust for increases in the cost of living. Also, while receiving benefits under the plan an officer's full retirement contribution will be continued at no cost to him. Benefits under this plan are not payable beyond the attainment of age 65. Additional provisions of the plan are available through the University Faculty/Staff Benefits Office. 25-1

UNIFORMS

The University will provide an allotment of \$2400 for the purpose of cleaning and maintaining officer's uniforms to be used in the manner designated by the Uniform Committee, and shall provide \$200 for clothing, cleaning, and maintenance for the detective to be distributed in the manner designated by the uniform committee. 26-1

The Uniform Committee shall consist of two officers appointed by the Association, 26-2 the Director of Department of Public Safety and the Personnel Director, or his designee. The Committee shall consider and decide how the allotment for cleaning and maintaining uniforms shall be used and shall discuss any other problems in connection with uniforms.

Each uniform officer shall receive an initial allotment of:

26-3

- 3 pairs of pants
- 3 long sleeved shirts
- 3 short sleeved shirts
- 2 ties
- 1 hat
- 1 lightweight jacket
- 1 heavyweight jacket

One year after the initial allotment and annually thereafter, each officer shall receive:

- 2 pairs of pants
- 2 long sleeved shirts
- 2 short sleeved shirts

RETIREMENT

All officers are covered under the Michigan Public School Employees Retirement Fund which is correlated with the Federal Social Security program. For additional information, contact the University Faculty/Staff Benefits Office. 27-1

All officers shall retire not later than the fiscal year in which they attain the age of 65. The University may grant extensions of service beyond the mandatory retirement age for indefinite periods not to exceed one (1) year each. 27-2

RETIREMENT SERVICE AWARD

Upon retirement at age 60 with ten (10) years of service at the University, or age 50 with twenty-five (25) years of service, or at age 55 with ten (10) years of service, using prorated payment (55/60), 50/60, etc.) officers will receive a retirement bonus of one and one-half (1-1/2%) per cent of their current twelve month salary multiplied by the number of equivalent full-time years of service at the University. Optional calculation of this benefit is described under accumulated sick leave under former sick leave provisions. 28-1

Accumulated Sick Leave Under Former Sick Leave Provisions.

A person who on June 18th, 1972 was covered by the PTS pay plan and a person who on June 18th, 1972 was covered by the maintenance and food service contract with AFSCME shall have an optional retirement service award. A person who was covered under the former University sick leave provision 28-2

passed by the University on April 4, 1969, or who was covered by the AFSCME agreement having ten (10) years of service at CMU as of June 30, 1972, and retiring under applicable retirement provisions on or before July 1, 1977, shall have the option of the new retirement plan or the former "sick leave policy" for AFSCME. For purposes of computation at retirement, retirement service award will be calculated under the provisions of the retirement service award and under the appropriate sick leave policy revised as though the officer had remained on the accrued sick leave system, deducting the sick leave days used from June 30, 1970 to date of retirement to arrive at total accrued days. The officer shall be paid the greater of the calculations.

Officers who retire receive only one of the retirement payments under this retirement benefit provision. 28-3

OVERTIME PAY

Time and one-half the regular straight-time rate will be paid for all work in excess of eight (8) hours in an officer's work day when the officer has been directed by that officer's supervisor to perform the work. 29-1

Time and one-half the regular straight-time rate will be paid for all hours worked in excess of forty (40) hours in an officer's work week when hours in addition to forty (40) have been worked by an officer upon direction of the officer's supervisor. 29-2

For the purpose of computing overtime pay for over forty (40) hours the following will apply:

1. A sick day for which sick leave pay is made will be counted as a day worked. 29-3
2. A vacation day for which vacation pay is received will be counted as a day worked. 29-4
3. A holiday for which holiday pay is received will be counted as a day worked. 29-5

For the purpose of computing overtime pay, the officer's straight time rate (excluding premium pay for overtime) will include shift differential whenever applicable. 29-6

Allowance of overtime or premium pay (other than shift differential or higher classification work payment) for any hour or part of an hour excludes that hour from consideration for overtime or premium pay on any other basis, thus eliminating any pyramiding of overtime or premium payments. 29-7

The University agrees that employee daily and weekly work schedules will not be altered on a temporary basis in order to avoid payment of overtime premium. 29-8

OVERTIME FAIRNESS

The UNIVERSITY and the Association agree that distribution of overtime on a basis giving officers approximately equal overtime hours is a desirable goal. The two parties recognize that in the Public Safety operations, situations do occur which do not always allow for the time needed to obtain absolute fairness in overtime. 30-1

An overtime record will be kept in the Public Safety Office of overtime hours worked in each UNIVERSITY fiscal year. When circumstances permit, officers with less overtime shown on the record will be called first and so on down the list in an attempt to equalize the overtime hours. For the purpose of the overtime record, time not worked because an officer did not choose to work will be charged the average number of overtime hours of the officers working during the overtime period (minimum 2 hours). For purposes of the overtime record, new officers will be charged with the highest number of overtime hours that exist on the day they were hired. 30-2

The overtime record of an Officer absent due to illness or injury for 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. 30-3

REPORT IN PAY

An officer required to report for work at a time which is not continuous with the officer's scheduled working time will receive at least three (3) hours pay at the rate of time and one-half. 31-1

SHIFT HOURS

The shift hours shall be as follows:

First Shift	8:00 a.m. to 4:00 p.m.	32-1
Second Shift	4:00 p.m. to 12:00 midnight	
Third Shift	12:00 midnight to 8:00 a.m.	

SHIFT DIFFERENTIAL

Officers shall be paid 10¢ per hour for each hour they work on second shift as additional compensation and shall be paid 20¢ per hour for each hour they work on third shift as additional compensation. Such differential is to be added to the total wages and does not increase the hourly rate and will be paid only for the hours worked on the respective shifts. 33-1

HIGHER CLASSIFICATION PAY

If an officer is assigned by a supervisor of the officer to a job with a higher rate of pay and the officer is capable of doing the job and the officer works under 34-1

the assignment for eight (8), or more, hours in any day, the officer shall receive the minimum rate for the higher classification job for the hours worked in the higher classification in the day.

SCHEDULE CHANGE

In the event that a permanent schedule change in hours, days or weeks is seriously contemplated, the University will call for a special conference before implementing the schedule change. 35-1

LIABILITY INSURANCE

The University presently carries liability insurance which covers officers when performing their duties with respect to certain liability named in the policy. The University agrees to continue the insurance or other insurance which is at least equal to the coverage for officers in the present policy. If the University does not carry such insurance it agrees to self-insure coverage for officers equal to the current policy. 36-1

SALARY

Each officer shall receive the salary set forth in the separate salary agreement dated September 5, 1973 and signed by the Association and the University for the period of July 1, 1973 to June 30, 1974, and thereafter until this agreement is terminated, modified or a new agreement reached. The University agrees that it will not pay less than the following for the classified positions allocated to the respective pay levels: PS-1 not less than \$3.70 per hour, PS-2 not less than \$3.99 per hour, PS-3 not less than \$4.42 per hour, and PS-4 not less than \$5.14 per hour. 37-1

Employees promoted shall be brought at least to the minimum salary set for the pay level to which the promoted employee's new classification is allocated. 37-2

STRIKES

The Association, its officers, agents, members and employees covered by this Agreement agree that as long as this Agreement is in effect, there will be no strikes, sitdowns, slowdowns, stoppages of work, boycott or any unlawful acts that interfere with the University's operation. Any violation of the foregoing may be made the subject of disciplinary action, including discharge or suspension, and this provision shall not be by way of limitation on the University's right to any other remedy under law for such violation. This section shall not be subject to the grievance procedure under this Agreement. 38-1

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. 39-1

NEW MATTERS

The University and the Association acknowledges that during the negotiations 40-1 which resulted in this Agreement, the Association had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this agreement. The parties have provided in this agreement all of the means to meet their respective continuing obligation to bargain through "Special Conference" and "Grievance Procedure". Each party is required, in special conference, only to meet and confer without the obligation to bargain in good faith; and it shall not be an unfair labor practice for the University to refuse to negotiate during the term of this agreement on any matter not covered by this agreement and on any change to the provisions in this agreement.

The University and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees the other shall not be obliged, to 40-2 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.

SUPPLEMENTAL AGREEMENTS

The University and the Association may enter into Agreements through special 41-1 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 Association. 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 Association.

CONTRACT DOCUMENTS

This Agreement consists of the pages in this document numbered from one 42-1 (1) through 23, inclusive, and the Salary Agreement dated September 5, 1973, and constitutes the entire agreement between the parties.

RATIFICATION

The Association agrees to submit this Agreement to the officers of the bargaining unit covered by this Agreement for ratification by them on or before August 14, 1973 43-1 and the Association will recommend to the officers that it be ratified and work for its ratification.

TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until 11:59 p.m. June 44-1 30, 1974.

If either party desires to terminate this Agreement, it shall, sixty (60) days 44-2

prior to the termination date, give written notice of termination. If neither party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to current year's termination date.

If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination but not before the effective date of the Agreement. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

Notice of Termination Modification.

Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Association, to the President of the Association, and if to the University, to the Personnel Director, or to any such address as the Association or the University may make available to each other.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS,

Date signed: 9/5/73

POLICE OFFICERS ASSOCIATION OF
CENTRAL MICHIGAN UNIVERSITY

(Signed) Stanley A. Dinius
" Hester E. Bonstelle
" James L. Whittam
"
"

CENTRAL MICHIGAN UNIVERSITY

(Signed) William B. Bay
" James R. Tubbs
" Johnson

PS 1973 - 74 WAGE SCHEDULE

Pay Level	Period		Minimum
PS-1	Annual	(A)	\$ 7,696.00
		(B)	296.00
		(H)	3.70
PS-2		(A)	\$ 8,195.00
		(B)	315.20
		(H)	3.94
PS-3		(A)	\$ 9,194.00
		(B)	353.60
		(H)	4.42
PS-4		(A)	\$ 10,691.00
		(B)	411.20
		(H)	5.14

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR HANDS,

Date signed: 9/5/73

POLICE OFFICERS ASSOCIATION OF
CENTRAL MICHIGAN UNIVERSITY

(Signed) Stanley A. Dinius

" Leslie E. Brustelle

" Donald L. Whinn

" _____

" _____

CENTRAL MICHIGAN UNIVERSITY

(Signed) William B. Boyd

" James R. Fisher

" Johnson

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