

4160

6/30/99

AGREEMENT

Between

POLICE OFFICERS ASSOCIATION

and

WESTERN MICHIGAN UNIVERSITY

July 1, 1996 - June 30, 1999

10/20/97

Western Michigan University

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ARTICLE 1 - RECOGNITION

Section 1: The University recognizes the Association as the exclusive collective bargaining representative for all regular full and part-time sworn police officers and detectives employed by the University in its Department of Public Safety.

Section 2: Excluded from the bargaining unit are: all patrol sergeants, lieutenants, captains, deputy chiefs, chiefs and directors; all service officers, parking system checkers, parking system specialists, safety officers, police radio dispatchers, and key maintenance persons; all managers, supervisors and confidential employees; all irregular part-time temporary, seasonal, and casual employees, all graduate students, interns and practicums; all student employees and co-op student employees, trainees in special purpose training projects, and special-project employees; all professional and administrative employees and all clerical and technical employees not specifically included; all employees presently represented by a labor organization; and all other employees.

ARTICLE 2 - DEFINITIONS

- (a) "Officer" or "Employee," when used in this Agreement, shall mean a member of the bargaining unit defined in Article 1 - Recognition.
- (b) "The University" or "Western" shall mean Western Michigan University and/or its administrative agents.
- (c) "The Association" or "the Union" shall mean the W.M.U. Police Officers Association.
- (d) "The Department" shall mean the W.M.U. Department of Public Safety.
- (e) A "formal written reprimand" shall mean a letter or notice of reprimand and warning about unsatisfactory performance and/or violation of work rules and regulations that is placed in an officer's Department and University personnel file.
- (f) An "oral warning" or "admonishment" shall mean an expression of concern and warning about performance and/or conduct that is communicated to the officer orally and may be noted in the officer's warning/commendation folder.
- (g) "The Director" shall mean Western Michigan University's Director of Public Safety.

ARTICLE 3 - MANAGEMENT RIGHTS

The University reserves and retains, solely and exclusively, all its management rights, functions, powers and authorities, except as they are clearly and expressly limited by the specific terms of this agreement.

ARTICLE 4 - ASSOCIATION REPRESENTATIVES

Section 1: The University agrees to recognize as Association Representatives for employees within the bargaining unit the following:

- a. One (1) steward for the day shifts,
- b. One (1) steward for the afternoon shifts,
- c. One (1) steward for the night shifts,
- d. One (1) Grievance Representative.

Section 2: At least seven (7) calendar days prior to the start of each major scheduling period (shift rotation), the Association shall advise the Chief in writing with a copy to the Director of Collective Bargaining of the names of the non-probationary officers that it has selected to serve as Association Representatives for the coming scheduling period.

Section 3: Association Representatives designated and recognized in accordance with Sections 1 and 2 above shall suffer no loss of time or pay for time necessarily lost from their regularly-scheduled working hours presenting grievances as provided in the grievance procedure. It is expressly understood that in no event shall any Association Representative leave his/her work for grievance purposes as provided in the grievance procedure without first notifying his/her supervisor of the rank of sergeant or above and obtaining supervisory approval. Such permission shall be granted, unless in the judgment of the supervisor, the officer cannot be spared from his/her work, in which case, permission shall be granted at the soonest mutually-agreeable time. A grievant shall not suffer a loss of time or pay for time necessarily lost from his/her regularly-scheduled working hours to attend a grievance meeting with the University as provided in this Agreement.

Section 4: The Association shall designate in writing to the Chief with a copy to the Director of Collective Bargaining the Association Representative to whom it wishes the University to address official correspondence on bargaining-unit matters.

Section 5: Nothing in this provision shall operate to prevent the Association from selecting up to five (5) additional members of the bargaining unit to serve in various official capacities with the Association.

Section 6: Except as specifically provided by the terms of this Agreement, officers shall not engage in Association activity during their working hours. Officers shall not be paid for time engaged in Association activity outside of their regular working hours.

Section 7: The University agrees not to discriminate against officers covered by this Agreement because of their membership or lack of membership in the Association or because of their activities as Association Representatives, provided that such activities shall not be inconsistent with the terms and provisions of this Agreement.

ARTICLE 5 - AGENCY SHOP

Section 1: All present officers in the bargaining unit and all officers who are hired or transferred into the bargaining unit after the effective date of this Agreement shall, as a condition of employment, become and remain dues-paying members of the Association or shall pay or cause to be paid to the Association a service fee which shall be in an amount determined by the Association not inconsistent with the law and not to exceed the amount of dues uniformly required of members. Such dues or service fees shall be remitted to the Association commencing within the first three (3) pay periods after the effective date of this Agreement or within the first three (3) pay periods after the officer's date of entry into the bargaining unit, whichever is later.

Section 2: For those officers who properly execute payroll deduction cards provided by the Association, the provisions of which must conform to the legal requirements imposed by law, the University agrees to deduct from the officers' pay checks in equal installments the amount authorized by the officer and certified to the University in writing by the Association as the regular annual dues or fees for members and the annual service fees for non-members and to forward the same to the Association each pay period.

The University shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than the actual dues or service fees deductions made from the pay earned by a bargaining-unit member.

When, upon receipt by the Association of a written claim, it is found that there was duplicate or improper dues or service fees deduction, refund shall be made to the claimant by the Association.

The Association shall indemnify and hold the University harmless from any liability resulting from any and all claims, suits, demands, or other actions that arise from actions taken by the University in compliance with this Article. Indemnification shall include attorneys' fees and the cost of litigation.

Section 3: If an officer holds bona fide religious or ethical convictions, which prohibit him/her from paying dues or service fees to the Association, that officer shall have the right to request in writing to the Association that he/she be allowed to contribute, in lieu of paying dues or service fees, an amount equal to service fees to a non-profit charitable organization mutually-agreed-upon by the individual and the Association. The Association shall respond to such a request in writing no later than thirty (30) calendar days after its receipt of the request.

ARTICLE 6 - ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

Section 1: The University, in accordance with the law, prohibits discrimination based on race, color, sex, age, religion, national origin, height, weight, marital status, handicap unrelated to ability to perform one's job, and Vietnam-era veteran status. Sexual harassment, a form of sex discrimination, is also prohibited. In addition, the University prohibits discrimination based on sexual orientation.

Section 2: Western Michigan University is an affirmative-action employer, which means that consistent with the law and with the terms and provisions of this Agreement, and as provided in the University Affirmative Action Plan, in all areas of personnel matters, such as initial employment, promotion and retention, Western shall give particular attention to the candidacy of women and minorities (i.e., protected-class persons).

Section 3: The Association agrees that it will not engage in discrimination proscribed by this Article.

ARTICLE 7 - SPECIAL CONFERENCES

Section 1: Special conferences for the discussion of important matters (not grievances or negotiations) related to the bargaining unit may be arranged at a mutually satisfactory time between the Association and the University after a written request thereof is made by either party subject to the following conditions:

- (a) Such meetings shall be attended by one (1) or two (2) Association Representatives and not to exceed one (1) additional member of the bargaining unit and, for the University, by the Director, the Director of Collective Bargaining, and not to exceed one (1) additional management representative. Either or both parties may have their legal counsel present.
- (b) There must be at least seven (7) calendar days advance written notice of the desire to have such a meeting, unless a lesser amount of notice is mutually agreed upon.

Such notice shall include an agenda of the subjects the party serving such notice wishes to discuss. If the other party wishes to add to the agenda, it shall submit its additions to the other at least five (5) calendar days prior to the meeting. Both parties shall advise the other in writing of the names of the representatives it wishes to have at the conference prior to the scheduling of the conference.

Section 2: If an agreement is reached at a special conference, it shall be reduced to writing and initialed by the parties.

Section 3: A special conference may, at the request of either party, be adjourned to permit further study and reconvened at a mutually-agreeable time.

Section 4: Officers shall not lose time or pay for time necessarily lost from their regularly scheduled working hours while attending such conferences.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 1: Discussion of Concerns - Informal Adjustments.

At least one (1) day prior to the filing of a grievance, the officer shall discuss the matter of concern with his/her immediate supervisor. At the request of the officer, an Association Representative may be present at the discussion. At the beginning of that discussion, the bargaining-unit member must alert the supervisor that he/she considers the discussion as part of the grievance procedure.

The University and the Association agree that it is in the best interest of all parties for officers and their supervisors to communicate freely and promptly regarding concerns that may arise, and nothing contained in this Agreement shall prevent the informal adjustment of concerns, provided that an informal adjustment of concerns shall not be inconsistent with this Agreement and shall set no binding precedent.

Section 2: Definition and Initiation of a Grievance.

A grievance is defined as a formal written allegation by (an) officer(s) that the University has violated a specific provision of this Agreement. A grievance shall state all of the facts upon which it is based, when they occurred, the specific provision of the Agreement which allegedly has been violated, the remedy requested, the name of the supervisor with whom the matter was discussed, and the date of that discussion. A grievance shall be signed by the grievant(s) and by the Association's Grievance Representative. A grievance must be presented at Step One or, in the case of a discharge grievance, directly at Step Two, no later than seven (7) calendar days after the event upon which it is based or, in the case of a suspension or discharge, no later than three (3) calendar days after the event upon which it is based. If the grievant(s) and the Association had no knowledge of the events at the time they occurred, the grievance must be presented within seven (7) calendar days after the grievant(s) or the Association had knowledge thereof or conditions were such that the grievant(s) or the Association should have had knowledge thereof.

If a grievance is not presented within the seven (7) day time limit, it shall be barred. In no event shall monetary adjustments of a grievance cover any period prior to seven (7) calendar days before the filing of a written grievance.

Section 3: Step One.

A Step One grievance shall be presented to the Director of Public Safety. Within seven (7) calendar days after the receipt of a timely grievance by the Director of Public Safety, the Director of Public Safety or his/her designated representative shall schedule a meeting to discuss the grievance with the Deputy Chief or other appropriate administrative agent, the grievant, and/or, if requested by the grievant, the Association's Grievance Representative. Within seven (7) calendar days after this meeting, the Director of Public Safety or his/her designated representative shall give a written answer, which shall include a general statement of the reasons for the answer, to the grievant with a copy to the Association.

Section 4: Step Two.

If the grievance has not been resolved at Step One, the grievant may appeal the grievance to Step Two, provided that the appeal is in writing, states the grievant's specific objections to the Step One answer, is signed by the grievant and the Association's Grievance Representative, and is presented to the University's Director of Collective Bargaining or his/her designated representative no later than seven (7) calendar days after the date of the Step One answer. Within seven (7) calendar days after receipt of a timely appeal, the Director of Collective Bargaining or his/her designated representative shall schedule a meeting to discuss the grievance with the Director of Public Safety or his/her designated representative, the grievant and/or the Association's Grievance Representative. Within seven (7) calendar days after the meeting, the Director of Collective Bargaining or his/her designated representative shall give a written answer to the Association with a copy to the grievant.

Section 5: Arbitration.

- A. If the grievance has not been resolved at Step Two, the Association may submit the grievance to arbitration by notifying the Director of Collective Bargaining in writing by certified mail of the desire to arbitrate. Such notice must be given no later than thirty (30) calendar days after the date of the Step Two answer. If timely notice is made, the University and the Association will join in submitting the grievance to arbitration according to the following procedures and according to the Voluntary Labor Arbitration Rules of the American Arbitration Association to the extent they are applicable given these procedures.
- B. The arbitrator shall have no authority to add to, subtract from, change or modify any of the terms or provisions of this Agreement, but shall be limited solely to determining whether the University has violated a specific provision of this Agreement as alleged in a timely grievance.

In cases involving formal written reprimands, unpaid disciplinary suspensions, or discharge, the arbitrator shall have the authority to render an opinion as to whether the discipline was for cause and to reverse or modify discipline, if any, which he/she finds to be without cause.

- C. The arbitrator shall not have the authority to hear the merits of any grievance in which a threshold issue, such as a questions of timeliness, has been raised prior to hearing and deciding the threshold issue, unless the parties mutually agree.
- D. The parties shall select an arbitrator from a mutually-agreed-upon panel of arbitrators (see Appendix A for current membership of the panel) on a rotating basis. The arbitrators shall be placed on the panel list in alphabetical order. The first arbitrator selected shall be the arbitrator whose name is at the top of the list. The arbitrator whose name is then at the top of the list shall hear the next grievance, and so on. If a selected arbitrator is not able to hear a grievance, his or her name shall remain in the same place on the list and the next arbitrator on the list shall be selected. This procedure shall continue until an arbitrator is selected. When an arbitrator is selected, the parties shall jointly ask the arbitrator to provide a hearing date (or dates) as soon as possible. If the arbitrator is unable to offer a hearing date within six (6) months of selection, the parties may, by mutual agreement, select the next arbitrator on the list, if that arbitrator is available to hear the grievance sooner.

If none of the arbitrators is available to hear the grievance within six (6) months after selection, the parties shall jointly submit the grievance to the American Arbitration Association and thereafter it shall be handled in accordance with the Voluntary Labor Arbitration Rules.

In the event either party refuses to jointly submit a grievance to arbitration as provided for in this Agreement, the other party may submit the grievance unilaterally in accordance with the above provisions to the appropriate arbitrator on the panel and the arbitrator shall have the authority to proceed as if there were a joint submission. The party so submitting a grievance shall notify the other party at the time of the unilateral submission.

The parties may mutually agree to remove an agreed-upon arbitrator from the panel and to mutually agree upon a new arbitrator. If this is agreed upon, joint written notice shall be sent to the arbitrators.

- E. The fees and expenses of the arbitrator and, if applicable, the American Arbitration Association shall be shared equally by the University and the Association. All other expenses will be borne by the party upon whose behalf they are incurred.
- F. The decision of the arbitrator shall be final and binding upon the University, the Association and the grievants.
- G. When the Association deems it necessary to provide witnesses from its own constituency at an arbitration, the Association may request that such witnesses, in reasonable numbers as may be necessary, be released from work by the University for the specific period and

purpose for which they are needed. For the time necessarily spent, such witnesses shall suffer no loss of pay due to their absence for such reason from their regularly scheduled work.

- H. All of the steps called for in this grievance procedure shall be pursued to completion before the Association may request arbitration, unless the parties mutually agree in writing to waive a step or steps and agree to proceed directly to arbitration.
- I. An arbitrator shall not have the authority to award a monetary remedy in a disciplinary discharge or suspension case in excess of back pay for time lost from regularly-scheduled work at the employee's regular straight-time rate for the period in question reduced by the employee's other earned income for the period in question, including, but not necessarily limited to wages, fees, and salaries, and also reduced by unemployment insurance payments made to the employee for the period in question.

Section 6: Time Limits.

Except as extended by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. In the event of the failure to comply with the time limits on the part of the grievant or the Association, the grievance shall be considered as having been withdrawn. In the event of a failure to comply with the time limits on the part of the University, the Association may advance the grievance to the next step of the grievance procedure, up to and including Step Two, but no grievance shall be so advanced to arbitration. Written requests for reasonable extensions of time limits, made for good reason, and made prior to the expiration of the contractual time limits, shall not be unreasonably denied by either party.

Section 7: Attorney Participation.

At Step Two and at arbitration either the University or the Association or both shall have the right to have legal counsel present at their own expense. If the Association plans to bring legal counsel to a Step Two meeting, it shall so notify the University in writing at the time it takes the grievance to Step Two. If the University plans to bring legal counsel to a Step Two hearing, it shall so notify the Association in writing at the time the Step Two meeting is scheduled. Such notice shall not be necessary for arbitration hearings.

Section 8: Group Grievances.

In the event a grievance applies to more than one officer, it shall list the names of all the grievants, be signed by the Association's Grievance Representative, and presented at Step One in accordance with the time limits for initiation of a grievance contained in this Agreement. One of the grievants shall be designated by the Association to attend the grievance meeting(s) on behalf of all of the grievants.

Section 9: Discharge Grievances.

Grievances alleging that a discharge was not for cause shall be presented directly at Step Two in accordance with the time limits for initiation of a grievance contained in Section 2 of this Agreement.

ARTICLE 9 - DISCIPLINARY CASES

Section 1: In the event an officer shall receive a formal written reprimand, be suspended from work without pay for disciplinary reasons, or be discharged from his/her employment after the date hereof, and believes he/she has been unjustly disciplined, the officer shall have the right to file a grievance in accordance with the Grievance Procedure contained in this Agreement.

ARTICLE 10 - SUSPENSION AND DISCHARGE PROCEEDINGS

Section 1: The University shall have the right to discipline officers for cause and such disciplinary action shall include, but not be limited to, suspension without pay and discharge. The University agrees that, when it believes that the discharge of a non-probationary officer is justified, the officer shall first be suspended without pay (pre-discharge suspension).

Section 2: A sergeant, lieutenant or any higher-ranking officer, including the Deputy Chief and the Director, shall have the authority to suspend an officer temporarily pending a review of the situation by the Deputy Chief and/or his/her designated representative(s). At the time of issuing a temporary suspension, the sergeant, lieutenant or other higher-ranking officer shall orally advise the suspended officer of the reasons for the temporary suspension. When an officer is temporarily suspended, he/she shall be instructed to meet by 10 a.m. the following day with the Deputy Chief and/or his/her designated representative and such other University representatives as may be designated by the Deputy Chief, at a time designated by the University and no later than the following 10:00 a.m. Upon the request of the officer, an Association representative may attend the meeting.

Section 3: At the meeting required by Section 2 above, the officer shall be advised of whether the University is contemplating his/her discharge.

- a. If the University is not contemplating his/her discharge, the officer shall be orally advised of the proposed length of the disciplinary suspension and of the reason(s) such a suspension is proposed. At the meeting, after the officer is so advised, he/she shall be offered the opportunity to state any reason(s) or defense as to why he/she believes that the suspension should be shorter or should not occur. At the conclusion of the meeting or no later than 24 hours after the conclusion of the meeting, the Deputy Chief or his/her designated representative(s) shall decide whether the temporary suspension shall be converted to an unpaid disciplinary suspension. If an unpaid disciplinary suspension is issued, a notice setting forth the Department's reason(s) for and the length of the suspension shall be provided to the officer and a copy to the Association.

The Deputy Chief and/or his/her designated representative shall also have the right to rescind a temporary suspension and determine that other or no disciplinary action shall occur. If a temporary suspension is rescinded, the officer shall be paid for any time missed from his/her regularly-scheduled work as a result of the temporary suspension.

- b. If the University is contemplating his/her discharge, the officer shall be advised of the reason(s) for the proposed discharge and given an unpaid pre-discharge suspension of seven (7) calendar days. At the meeting, after the officer is advised of the reason(s) for the proposed discharge, he/she shall be offered the opportunity to state any reason(s) or defense as to why he/she believes the discharge should not occur. A notice setting forth the charge(s) and the pre-discharge suspension shall be provided to the officer and a copy to the Association.

Section 4: Within three (3) calendar days of a pre-discharge suspension, the affected officer, the Association, and/or the University may request a second meeting to review the reason(s) for the proposed discharge and to offer the affected officer and/or the Association the opportunity to rebut or otherwise comment on or respond to the facts of the case and the reason(s) for the proposed discharge and to present arguments as to why the affected officer should not be discharged. Such a meeting, if requested, shall be scheduled by the University within the seven (7) calendar day suspension period. Such a meeting shall be attended by University representatives, by the affected officer, and, at the request of the officer, by the steward and/or the Association's Grievance Representative.

Section 5: The University shall decide, during the aforementioned seven (7) calendar day period, dependent upon the facts of the case, whether the pre-discharge suspension without pay is considered sufficient, should be extended or reduced, should be converted into a discharge, or whether other or no discipline should have been given, and shall notify the Association and the affected officer in writing of its decision and action no later than the end of the seven (7) calendar day period.

Section 6: It shall be the responsibility of the officer to keep the Department informed of a current mailing address and telephone number. The University's obligation to provide notice of meetings or actions shall be fully met by mailing or delivering such notice to the address on record in the Department or, when appropriate, by notifying the officer by telephone.

Section 7: Nothing contained in this Article shall restrict or limit the right of the University to question officers about their knowledge of job-related matters which may result in their discipline or in the discipline of another officer or about other job-related matters. Such questions may be asked at the meetings described in this Article or at separate meetings.

Section 8: The time limits in this Article may be extended by mutual written agreement of the parties.

ARTICLE 11 - GENERAL ORDERS MANUAL

Section 1: The General Orders Manual of the Department of Public Safety contains current policies, procedures, rules, regulations and practices of the Department of Public Safety, including, but not limited to, provisions, not in conflict with the terms of this Agreement, governing the terms and conditions of the employment of officers. The University may revise the General Orders Manual from time to time at its sole discretion, provided that no such revision shall conflict with the terms of this Agreement.

Section 2: Officers shall be covered by and required to follow the provisions of the General Orders Manual.

Section 3: The Association shall have the right, within seven (7) calendar days after the implementation of any new or revised general order governing the terms and conditions of the employment of bargaining-unit officers, to grieve the change, if it believes it unreasonable. The filing of such a grievance shall not result in the suspension of any general order.

ARTICLE 12 - RULES

The University shall have the right to make and enforce work rules and regulations, which do not conflict with the specific terms of this Agreement. Any complaint relative to the reasonableness of any such rule established after the date of this Agreement shall be subject to the grievance procedure, provided the Union must file such a grievance within seven (7) calendar days after the effective date of the new rule. The filing of such a grievance shall not result in the suspension of any rule.

ARTICLE 13 - SENIORITY

Section 1: University seniority shall be defined as an officer's length of continuous full-time service as a regular employee of the University since his/her last hiring date.

Section 2: Departmental seniority shall be defined as an officer's length of continuous full-time service as a sworn police officer in the University's Department of Public Safety since his/her last hiring date.

Section 3: Classification seniority shall be defined as an officer's total length of regular full-time service in a classification in the bargaining unit since his/her last hiring date and shall also include his/her total length of regular full-time service as a sworn police officer in a higher classification in the bargaining unit since his/her last hiring date.

Section 4: Last hiring date shall mean the date upon which an officer first reported to work at the instruction of the University and since which he/she had not been terminated.

Section 5: Regular part-time officers shall earn prorated seniority based upon the percentage of their appointments in relation to full-time appointment.

Section 6: All officers shall be probationary employees and shall have no seniority until they have satisfactorily completed one (1) full year of continuous employment in the bargaining unit. At any time during the probationary period, the officer may be terminated at the sole discretion of the University, with or without cause, with or without notice, without regard to his/her relative length of service, and without recourse to the Grievance Procedure. After successfully completing his/her probationary period, the officer's name shall be added to the seniority list as of his/her last hiring date.

Section 7: The University shall maintain an up-to-date seniority list. A copy of the seniority list shall be posted on the Department's bulletin board and a copy provided to the Association upon written request. The names of all officers who have successfully completed their probationary periods shall be listed on the seniority list in order of classification seniority and with the dates of their Departmental and University seniority indicated, starting with the officer with the most classification seniority at the top of the list. If two (2) or more officers have the same last hiring date, their names shall appear on the seniority list in alphabetical order by their last names.

Section 8: An officer's seniority shall terminate:

- A. If he/she quits, retires, or is discharged for cause;
- B. If, following a layoff, he/she fails or refuses to notify the University of his/her intention to return to work within seven (7) calendar days after a written notice of such recall is sent by certified mail to his/her last address on record with the University or, having notified the University of his/her intent to return, fails to do so within fourteen (14) calendar days after such notice is sent or upon the day established by the University for his/her return, whichever, is later;
- C. If he/she is absent from work for two (2) consecutive days on which he/she was scheduled to work without notifying the Department prior to or within such two (2) day period of a justifiable reason for such absence, unless the officer provides the University with acceptable evidence that it was not reasonably possible for such notice to be given;
- D. If he/she accepts employment elsewhere while on a leave of absence without prior written approval from the Deputy Chief and the Director of Human Resources or if he/she does not return to work immediately following the expiration of a leave of absence or annual leave, unless, in the case of a failure to return, he/she presents the University with acceptable evidence that it was not reasonably possible for him/her to return to work at the expiration of such leave of absence or annual leave;
- E. If he/she has been laid off for a continuous period of time in excess of his/her seniority or of twelve (12) consecutive months, whichever is lesser, or if, at any time while on layoff, he/she fails to continue to satisfy the certification requirements established by the Michigan Law Enforcement Training Council.

ARTICLE 14 - HOURS OF WORK

Section 1: **WORKDAY - POLICE OFFICERS.** The normal workday for employees classified as Police (Patrol) Officers shall consist of eight (8) consecutive hours, which shall include, when possible, two (2) fifteen (15)-minute paid breaks and one (1) thirty (30)-minute paid meal break per eight (8)-hour shift.

Section 2: **WORKDAY - DETECTIVES.** The normal workday for employees classified as Detectives shall consist of eight (8) scheduled hours. The eight (8) hours of work shall include two (2) fifteen- (15) minute paid breaks. It is understood that during the Fall and Winter semesters, one detective will work 8 a.m. to 4 p.m. and one detective will work 9 a.m. to 5 p.m.; during Spring and Summer, one detective will work 7 a.m. to 3 p.m. and one detective will work 9 a.m. to 5 p.m. During days when only one detective is scheduled to work, the detective's work schedule will be between the hours of 8 a.m. and 5 p.m. (i.e., 8:00 a.m. - 4:00 p.m. or 9:00 a.m. - 5:00 p.m.). However the specific work hours for detectives may be changed upon the request of the detective and with the permission of the Chief or designee.

Section 3: Breaks may be assigned by the shift supervisor and shall be taken only after the officer obtains clearance from the police dispatcher. Officers shall not take a break during the first and/or last hour of their shifts. Officers shall remain available to work and "on call" during their breaks.

Section 4: **WORKWEEK - POLICE OFFICERS AND DETECTIVES.** The normal workweek shall consist of five (5) workdays as described in Sections 1 and 2 and two (2) consecutive days off, provided, however, that this may be modified in the event of a shift change, for purposes of arranging training, or in the event of a scheduling problem.

Section 5: **SHIFTS.** The University currently operates using three (3) eight (8)-hour shifts for Police (Patrol) Officers, which are 1) 7:00 a.m. to 3:00 p.m.; 2) 3:00 p.m. to 11:00 p.m.; and 3) 11:00 p.m. to 7:00 a.m.

Section 6: **SHIFT PREMIUM.** Effective the first full pay period following ratification by the Board of Trustees, officers who are regularly scheduled to work on any shift which commences on or after 12:00 noon but before 8:00 p.m. shall be entitled to a shift premium equal to two percent (2%) of their base hourly compensation. Officers who work on any shift which commences on or after 8:00 p.m. but before 6:00 a.m. shall be entitled to a shift premium equal to one (1) percent of their base hourly compensation. Shifts that commence on or after 6:00 a.m. but before 12:00 noon will not be subject to a shift differential. Said shift premium shall be added to the hourly rate for purposes of calculating overtime. Officers who are temporarily assigned to a shift for less than 1 full pay period will continue to receive the shift premium, if any, applied to their regularly scheduled shift.

ARTICLE 15 - SHIFT STRENGTH

Section 1: Except as provided in Section 2 below, it is the present intent of the University to maintain a minimum number of personnel on-duty on each shift as follows:

1. one (1) shift supervisor, which may be an officer-in-charge (a designated police officer); a sergeant; or a person with a police rank higher than sergeant,
2. two (2) patrol officers,
3. one (1) dispatcher.

Section 2: It is further provided, however, that during holidays, closure period, Spring and Summer Sessions, Sundays' day shift, and under other circumstances in which, in the opinion of the University, the above staffing level need not be met, it may be reduced. However, there shall, whenever possible, be at least two (2) sworn police officers of the Patrol Officer classification or higher on every shift.

ARTICLE 16 - SCHEDULING

Section 1: SHIFT ASSIGNMENTS. The Departmental schedule for officers is currently divided into three (3) major scheduling periods (shift rotations) per year: Fall (18 weeks); Winter (18 weeks); and Spring/Summer (16) weeks. Each major scheduling period is divided into smaller days-off assignment periods.

The University shall determine the number of officers that shall be scheduled on each shift in each major scheduling period. After the University assigns probationary officers to shifts in a major scheduling period, non-probationary officers may exercise preference by classification seniority for the remaining available shift assignments.

Section 2: DAYS OFF. The Fall and Winter major scheduling periods shall each contain three (3) six (6) week days-off assignment periods. The Spring/Summer major scheduling period shall contain two (2) eight (8) week days-off assignment periods. The days-off assignments shall be determined by the University.

After the University assigns probationary officers to days-off assignments within a major scheduling period, non-probationary officers may exercise preference by classification seniority for the remaining available days-off assignments.

The days-off assignments shall, whenever feasible, be determined by the University in a manner which will result in each officer receiving at least six (6) weekends off during both the fall and winter major scheduling period, and at least eight (8) weekends off during the Spring/Summer major scheduling period.

Section 3: The University shall have the right to temporarily modify the normal hours of work or shift assignment of a Patrol Officer or Detective when, in the opinion of Departmental management, such assignment is necessary for the effective and efficient operation of the Department for purposes of investigations, emergencies or special needs.

Section 4: The University may temporarily assign any officer to a shift other than his/her originally assigned shift in order to cover a shift vacancy.

Section 5: Non-probationary officers shall exercise preference for shift assignment by submitting their first, second and third shift choices in writing to the Deputy Chief no later than sixty (60) calendar days prior to the start of each major scheduling period. After the shift assignments are determined by the University, officers shall be advised in writing of the days-off assignments available on their shifts. Officers may exercise preference for the available days-off assignments as determined by the University by signing up for the assignment they prefer in accordance with their classification seniority. Officers who do not exercise shift and days-off preferences in accordance with the provisions of this Section shall be assigned at the sole discretion of the University.

Section 6: When feasible, the schedule for each major scheduling period shall be completed thirty (30) calendar days before the start of the period, provided, however, that the schedule may be modified by the University.

ARTICLE 17 - OVERTIME ASSIGNMENTS

Section 1: The University may require officers to work overtime in order to cover shift vacancies, complete reports, make court appearances or appearances before administrative agencies, for training purposes, to cover special events, to respond to disasters and emergencies, to increase shift strength, and in other circumstances determined by management.

Section 2: All overtime for officers must be approved in advance by the on-duty supervisor of the rank of sergeant or above. In order to be paid for overtime, the officer must also have the appropriate supervisor initial the time report.

Section 3: Special events which require the presence of police officers on an overtime basis will, whenever feasible, be posted in a special events book. The special events book will be kept in the patrol division area of the office and will be available twenty-four (24) hours a day for the purpose of overtime sign-up.

Section 4: When the University has sufficient advance knowledge of a non-supervisory overtime opportunity, the University shall post, at least two weeks prior to the entering of the opportunity in the special events overtime book, a notice giving the date and time when the opportunity will be entered in the book. If the University does not have enough advance knowledge of a non-supervisory overtime opportunity to post the notice two weeks prior to entry in the book, it shall post a notice giving the date and time of the overtime opportunity.

In order to foster the equitable distribution of overtime, the Deputy Chief shall continue to set restrictions on the number of overtime opportunities for which an individual officer may sign up.

For the first twenty-four hours after the entry of a non-supervisory overtime opportunity in the book, only bargaining-unit officers shall be allowed to sign up. Supervisory officers may sign up to work non-supervisory slots after the twenty-four hour period has passed.

This provision shall not govern the filling of supervisory overtime slots.

Section 5: The University shall have the right to restrict the number of events or times for which persons shall be allowed to sign up.

Section 6: When posting special events, the University shall indicate the last date on which persons may sign up to work the event. Persons may sign up for the special events or remove their names from the sign up prior to this date. After the date, persons who signed up may decline to work the event only with the written permission of the Deputy Chief.

Section 7: If, after offering the opportunity to work special events to bargaining-unit officers and to officers from other agencies, there are still no officers available to work or an insufficient number, other agencies may be utilized.

ARTICLE 18 - TRAINING

Section 1: Officers shall be assigned to training at the discretion of the University. All training is voluntary on the part of the officer unless the University specifies otherwise.

Section 2: Officers who are assigned to one (1) day of training will receive eight (8) hours pay, even if the actual time spent in the classroom is less than eight (8) hours, provided, however, that the University may require the officer(s) to return to the Station and go on regular duty for the remainder of the eight (8) hours if the training is less than eight (8) hours. If part or all of a training session is cancelled, officers must, if in Kalamazoo County, immediately report to the Station or, if outside the County, must call in to the Deputy Chief for instructions. Meal breaks during the day-long training are considered off-duty time and shall not be paid.

Section 3: Overtime at time-and-one-half ($1\frac{1}{2}$) the officer's regular straight-time rate will be paid for actual time spent in training over eight (8) hours in any one (1) day of training.

Section 4: In the case of voluntary training, time spent in travel to and from the training site shall not be considered on-duty time and shall not be paid. In the case of training mandated by the University at a location that is more than twenty (20) miles from the Station, time spent in travel to and from the training site shall be paid in accordance with the law.

ARTICLE 19 - LAYOFF AND RECALL

Section 1: The University shall have the right to lay off officers in accordance with the procedures contained herein.

Section 2: ORDER OF LAYOFF.

- A. When the University decides to reduce the number of officers in a classification within the bargaining unit, the first officers to be laid off shall be probationary officers within that classification.
- B. After no probationary officers remain in a classification in the bargaining unit in which the University has decided to reduce the number of officers, the next officers to be laid off shall be laid off on the basis of their seniority in the classification, with the least senior officer(s) laid off first, provided always that the remaining employees have the skill and qualifications to perform the available work in the classification.
- C. Officers who are laid off from a police officer or a detective classification shall have the right to exercise their classification seniority in any classification in the bargaining unit to displace the least senior employee, provided that person has less classification seniority than the officer seeking to displace him/her and that the senior officer has the skill and qualifications to perform the work of the displaced officer. When this occurs, the displaced officer shall be laid off.
- D. Officers in the bargaining unit shall not be displaced by persons outside the bargaining unit.

Section 3: RECALL. When the University decides to fill vacancies which arise in the bargaining unit, officers shall be recalled from layoff by classification seniority to a vacancy in a classification in the bargaining unit for which they have the skill and qualifications to perform the available work, with the most senior officer(s) in the classification recalled first; and such recall shall take place before vacancies in a classification in the bargaining unit are filled through the promotional process.

ARTICLE 20 - MEDICAL EXAMINATIONS

Section 1: Medical examinations by physicians designated by the University may be required of officers under the following conditions:

- A. To determine fitness as provided in Section 3 below.
- B. After any illness or disability requiring absence from work for five (5) or more consecutive working days.*
- C. After surgery.*
- D. After hospitalization.*

- E. After being off the payroll for more than twenty (20) consecutive working days for any reason other than vacation.
- F. Prior to placement on and prior to return from Workers' Compensation or long-term disability.

* For absences as stated in parts B, C and D above, the officer shall provide a report from his/her own physician. If the University, after reviewing the report, requires a second medical examination, it shall designate and pay the second physician only.

Section 2: In the above cases, the doctor to perform the medical examination shall be designated and paid by the University, except as provided in cases of B, C and D above, when the University shall not pay or designate the officer's personal physician.

Section 3: Fitness Requirement.

- A. The University reserves the right to require officers to take medical examinations and to require officers who are physically or mentally unfit to perform their duties in a satisfactory manner to take unpaid leaves of absence. An officer shall be deemed unfit and placed on such a leave of absence only if a physical or mental examination performed by a medical doctor of the University's choice, at the University's expense, reveals such physical or mental unfitness or if an officer refuses to take a physical or mental examination when instructed to do so in writing by the Director of Public Safety. An officer who is found to be obese, but otherwise not unfit, shall be required to follow a physician-prescribed weight reduction plan and to reduce his/her weight to a non-obese level within the timetable prescribed by the doctor. If the obese officer fails to make reasonable progress toward and to achieve a non-obese weight within the prescribed timetable, the officer may, at the University's discretion, be placed on an unpaid leave in accordance with the provisions of this article.
- B. If an officer disagrees with a finding of physical or mental unfitness by the University-selected doctor, the officer may obtain a physical or mental examination from a medical doctor of the officer's choice at his/her own expense. Should there be a conflict in the findings of the two doctors, the officer may request a physical or mental examination by a third doctor, who shall be selected by the officer's doctor from a list of five names submitted by the University's doctor. The fee of the third doctor shall be paid by the University and his/her findings shall be binding on the officer, the University, and the Association.
- C. If an officer is found to be physically or mentally unfit and is placed on a leave of absence, the officer shall be eligible for sick leave, long-term disability, and other benefits to the extent available to the particular officer, provided the "unfitness" is the result of a condition such as would normally be covered by the University's sick leave and other insurance plans.

ARTICLE 21 - HOLIDAYS

Section 1: The following are recognized as holidays for officers under this Agreement: New Year's Day (January 1), Memorial Day (the last Monday in May), Fourth of July (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), the day after Thanksgiving, and Christmas Day (December 25). The University, at its sole discretion, shall determine the number of officers who shall work on a holiday.

Section 2: Officers who are required to work on a holiday shall receive pay at their regular hourly rate plus one and one-half (1½) times their regular hourly rate for all hours actually worked on a holiday, unless an officer requests and is granted paid holiday leave on another day in the pay period, in which case the officer shall receive his/her regular hourly rate for the hours actually worked on the holiday.

Section 3: An officer, who is regularly scheduled to work on a holiday, may request the holiday off with pay. Such requests shall be granted or denied based on the requesting officers' classification seniority, with the senior officers' requests receiving preference.

If, after granting such requests to have a holiday off with pay, there are still more officers scheduled to work a holiday than the University has determined shall work, the University may require officers, who otherwise would be scheduled to work, to take the holiday off.

Section 4: Pay for a holiday that an officer would normally be scheduled to work, but does not work, in accordance with the provisions of Section 3 above, shall be for eight (8) hours at the officer's regular straight-time hourly rate.

Section 5: Officers who are not regularly scheduled to work on a holiday and do not work shall receive no pay for the holiday, but shall be granted another day off with pay in lieu of the holiday. Such alternative day off shall be in the same pay period as the holiday, whenever possible. Officers may request a particular day off in lieu of a holiday; these requests shall be granted or denied based on the requesting officers' classification seniority, with the senior officers' requests receiving preference. Pay for a day off granted in lieu of a holiday shall be for eight (8) hours at the officer's regular straight-time hourly rate.

Section 6: Requests for holidays off or for days off in lieu of holidays shall be made in writing to the Deputy Chief at least forty-five (45) days in advance on forms prescribed by the Department.

Section 7: To qualify for holiday pay for a worked or unworked holiday or for a paid day off in lieu of a holiday, the officer must be on active-pay status at the time the holiday occurs and must have worked his/her regularly-scheduled hours on the last day he/she was scheduled to work before the holiday and the next such day following the holiday, unless the officer was absent on either/or both of such days under conditions whereby he/she was paid his/her regular pay by the University, although not actively at work. An officer who is laid off seven (7) calendar days or less prior to a holiday shall receive eight (8) hours pay for the holiday at the time of the layoff.

ARTICLE 22 - WINTER CLOSURE

Section 1: For each officer, the University will designate certain dates during the Christmas/New Year's holiday season as Winter Closure.

When an officer is entitled to an alternate holiday during this period, he/she must use the alternate holiday prior to receiving a closure day. The University, at its sole discretion, shall determine the number of officers who work during Winter Closure.

Section 2: Officers who are not required to work on their regularly-scheduled workdays during Winter Closure shall be paid at their regular straight-time hourly rate for eight (8) hours for each such Closure day off.

Section 3: Officers who are required to work during Winter Closure shall be granted alternative time off with pay in lieu of paid time off during Winter Closure. Such alternative time off shall be on the basis of eight (8) hours of paid time off at the officers' straight-time hourly rate for each day of work performed during Winter Closure. Such alternative time off must be taken before annual leave will be granted to an officer. All such alternative time off must be taken prior to July 1 of each year. Such alternative time off must be taken in eight (8)-hour blocks.

Section 4: Officers shall receive no pay for their regularly-scheduled days off that occur during Winter Closure, but shall receive alternative time off with pay on the basis of eight (8) hours of paid time off at the officer's straight-time hourly rate for each regularly-scheduled day off that occurs on a designated closure day. Such alternative time off shall be taken as provided in Section 3 above.

Section 5: Officers may request in writing at least forty-five (45) days in advance not to work their regularly-scheduled workdays during Winter Closure. Such requests shall be granted or denied by the University based on the requesting officers' classification seniority, with the senior officers receiving preference.

ARTICLE 23 - SICK LEAVE

Section 1: Officers shall accrue paid sick leave benefits on the basis of .05 hours for each regularly-scheduled hour worked but to not exceed an accumulation in excess of one hundred four (104) hours per fiscal year nor a maximum accumulation at any one (1) time in excess of two thousand eighty (2,080) hours. For the purpose of computing the amount of sick leave to be credited to any officer, hours for which the office is on paid leave, including sick leave, annual leave, jury duty leave, and holiday and closure leave, shall be considered as hours worked.

Section 2: Sick leave payments shall be made to eligible officers (to the extent of their accumulated credits) on the basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight time hourly rate of the officer at the time the necessary absence occurs.

- (a) Regular part-time officers will be eligible for prorated sick leave payments based on their regular straight-time hours worked.

- (b) If an officer is absent from work due to a disability resulting from an injury or illness compensable under the Michigan Workers' Compensation Act, and the officer has accrued sick leave and/or annual leave, such officer shall be paid the difference between his/her daily disability benefits received under Workers' Compensation and his/her regular University straight-time pay, not to exceed eight (8) hours of straight-time pay per day or forty (40) hours of straight-time pay per week. The payment of the difference shall be made from and to the extent of the officer's accumulated credits under the sick leave plan and, when the paid sick leave accrual is exhausted, from the annual leave accrual until the annual leave accrual (except for the up to 10 days which may be retained at the officer's option), is exhausted, at which time the officer shall go off the payroll of the University. Benefits shall continue to accrue based on the number of hours of sick and/or annual leave paid until the sick and annual leave (except for the ten (10) days which may be retained at the officer's option) are exhausted, at which time benefits shall cease.
- (c) Whenever a sick leave payment is made to an officer, the amount thereof shall be deducted from his/her accumulated credit sick leave. When an officer continues absent from work due to an illness or injury after having used up his/her sick leave credit, he/she shall be paid from his/her accrued annual leave (as provided in Section 8 below) and when that is used up (except for the ten (10) days which may be retained at the officer's option), the officer shall be removed from the payroll.

Section 3: To be eligible for sick leave payments hereunder, the officer (1) must have completed at least sixteen (16) weeks of regular, full-time service in the bargaining unit, (2) must be unable to report for work due to his/her personal illness or injury, and (3) must advise the Department of the absence and reasons therefore in accordance with departmental rules and two (2) hours prior to the start of the officer's scheduled shift, except in an emergency, provided that the officer presents evidence satisfactory to the University that an emergency existed.

Section 4: If the University has reason to believe that an officer is abusing his/her sick leave, the University has the right to require physician's verification of all future absences due to reported illness, injury or disability.

Section 5: When there is a question as to whether an officer is medically able to return to work following his/her illness or injury, the University may require that the officer present a statement from a physician, attesting to the fact that the officer is medically able to return to work and/or be examined and certified to return to work by a physician designated by the University. If the University requires an examination by a physician designated by the University, the University shall pay for the examination.

Section 6: If an officer, with seven (7) or more years of service as a regular employee, voluntarily resigns, with two (2) weeks' written notice, twenty-five percent (25%) of the officer's accrued sick leave credits will be paid at the current straight-time hourly rate of pay in a lump-sum payment.

Section 7: When an officer retires under the provisions of this contract, or dies while an active employee of the University, he/she (or his/her designated beneficiary, as the case may be) shall be entitled to be paid his/her accumulated unused sick leave as of the date of such retirement or death but not to exceed a total payment of one thousand forty (1,040) hours of such paid sick leave.

Section 8: When an officer, absent due to illness or injury, has exhausted the paid sick leave credited to his/her account, he/she shall thereupon draw upon his/her accumulated annual leave to the extent of his/her accrual thereof and must use his/her annual leave to the extent of its accrual prior to being eligible for an unpaid sick leave of absence, provided, however, that the officer shall have the option of retaining up to ten (10) days of his/her accumulated annual leave at the time he/she goes on an approved sick leave of absence. If the sick leave expires, the retained annual leave, if any, shall be paid to the employee at that time.

Section 9: Officers shall follow Departmental rules regarding reporting of absences due to injury, illness, or disability, including rules regarding call-in procedures and rules regarding leaving work ill.

Section 10: Illness or disability arising out of pregnancy or childbirth shall be treated like any other illness or disability in regard to sick leave eligibility and payment as provided for in this Agreement.

Section 11: An officer shall be eligible to use his/her unused accumulated sick leave to provide necessary emergency care to an ill or injured spouse, dependent child, or other dependent living in the officer's household.

ARTICLE 24 - ANNUAL LEAVE

Section 1: Officers shall accrue annual leave at the rate of .0462 hours for each regularly-scheduled, straight-time hour worked during the first twelve (12) consecutive months of their employment since their last hiring date. Thereafter and until completion of the 60th consecutive month of employment since their last hiring date, they shall accrue annual leave at the rate of .0577 hours for each regularly-scheduled, straight-time hour worked. Thereafter and until the completion of 96 consecutive months of employment since their last hiring date, they shall accrue annual leave at the rate of .0693 hours per regularly-scheduled, straight-time hour worked. Thereafter and until completion of 120 or more consecutive months of employment since their last hiring date, they shall accrue annual leave at the rate of .0770 hours for each regularly-scheduled, straight-time hour worked. Thereafter and until the completion of 180 consecutive months of employment since their last hire date, they shall accrue annual leave at the rate of .0846 hours for each regularly-scheduled, straight-time hour worked.

Thereafter and until the completion of 240 consecutive months of employment since their last hire date, they shall accrue annual leave at the rate of .0930 hours per regularly-scheduled, straight-time hour worked. After they have completed 240 or more consecutive months of employment, then they shall accrue annual leave at the rate of .0962 hours for each regularly-scheduled straight-time hour worked.

For the purpose of computing the amount of annual leave to be credited to an officer, hours for which the officer is on University-paid leave, including sick leave, annual leave, jury duty leave, and holiday closure leave, shall be considered as hours worked.

- (a) The maximum amount of annual leave which shall accrue to an officer in any twelve (12) consecutive months shall not exceed: (1) for an officer with twelve (12) or less consecutive months of employment, 96 hours; (2) for an officer with more than twelve (12) but less than 60 consecutive months of employment, 120 hours; (3) for an officer with more than 60 consecutive months of employment but less than 96, 144 hours; (4) for an officer with more than 96 consecutive months of employment but less than 120, 160 hours; (5) for an officer with more than 120 consecutive months of employment but less than 180, 176 hours; (6) for an officer with more than 180 consecutive months of employment but less than 240, 192 hours; (7) for an officer with more than 240 consecutive months of employment, 200 hours.

Section 2: Eligible officers shall be entitled to annual leave as and to the extent that the same has accrued subject to the following conditions:

- (a) Unused annual leave shall not accrue beyond the number of hours to which an officer, in accordance with Section 1(a) of this Article, is entitled to accrue in one (1) year plus forty (40) hours.
- (b) No officer shall be permitted to draw an advance on annual leave which, at the time, has not accrued to him/her.

Section 3: Annual leave shall be granted to eligible officers (to the extent of their accrual thereof) on the basis of not to exceed eight (8) hours per day or forty (40) hours per week at the regular straight-time hourly rate or the officers shall be eligible for annual leave (to the extent of their accrual thereof) on the basis of not to exceed the daily or weekly straight-time hours they worked as part-time officers.

Section 4: To be eligible for consideration to receive annual leave hereunder, the officer (1) must have completed at least six months of regular, full-time work in the bargaining unit; and (2) must submit his/her request in writing on the prescribed form to the deputy police chief at least 10 days prior to the first date of the requested leave.

Section 5: While the University will endeavor to accommodate officers with respect to their preferred time for taking annual leave, it is understood and agreed that the University will determine the number of officers, if any, who can be spared from work for this purpose at one time. It is further understood that conditions can exist under which an officer will not be permitted to take his/her annual leave at the time of his/her choice. Should this occur, the University will permit the officer to take such annual leave at a mutually-satisfactory time as soon thereafter as it practicable. An officer may request to use annual leave with less than ten (10) days written advance notice provided that such request shall be in writing and accompanied by an explanation of the pressing need for such usage. Annual leave requests will be considered on a

first-come first-serve basis and shall be granted at the sole discretion of the University.

Section 6: If an officer quits with two (2) weeks' written notice; retires; or is discharged, such officer shall receive pay for his/her unused, accumulated annual leave through the date upon which his employment is terminated. In the event of death while employed, the accrued annual leave balance will be paid to the stated beneficiary, if living, or, otherwise, to the estate.

Section 7: If an officer is to be placed on an unpaid sick leave of absence, any accrued unused annual leave must be used by the officer before the officer goes off the payroll and on the leave, provided, however, than an officer shall have the option of retaining up to ten (10) days of his/her accumulated annual leave at the time he/she goes on an approved sick leave of absence. If an officer is to be laid off, any accrued unused annual leave will be paid to the officer at the time the officer goes off the payroll.

Section 8: Annual leave must be requested and used in blocks of one (1) hour or more. The only exception is that it may be requested and used in blocks of one-tenth(s) (1/10) of an hour where, due to legitimate and unforeseen reasons, an employee is late for work or has requested to leave work early.

ARTICLE 25 - LEAVES OF ABSENCE

Section 1: UNPAID PERSONAL LEAVE. An officer who has completed his/her probationary period may be granted a leave of absence for personal reasons without pay for a period of not less than one (1) working day and not more than four (4) months. Such personal leaves of absence shall be granted or denied at the sole discretion of the University. An officer who is granted a personal leave of absence must use his/her accrued annual leave for the time off to the extent of the accrual.

Section 2:

- A. UNPAID SICK LEAVE OF ABSENCE. In the event that an officer has used all of his/her accumulated paid sick leave and all of his/her accumulated annual leave (except for the ten (10) days which may be reserved at the employee's option) and is unable to return to work due to personal illness, injury, or illness or disability arising out of pregnancy or childbirth, the officer shall be granted an unpaid sick leave of absence, not to exceed twelve (12) months from the last date paid, provided that (1) the officer has completed his/her probationary period; (2) the request is made in advance in writing, whenever possible, and includes a supporting physician's statement which includes the date that the employee became unable to work and the projected date of return; and the officer provides the University with a physician's certification of the necessity for a continuation thereof when the same is requested by the University.
- B. REASSIGNMENT. The University may, at its sole discretion, offer an officer, who is temporarily unable to perform all aspects of his/her regularly-assigned work due to medical disability, and who has used all of his/her accrued paid sick leave or who is

receiving Worker's Compensation payments, a limited-duty assignment within the Department of Public Safety, which the officer is medically able to perform, for part or all of the duration of the temporary disability. Such work shall be paid at the officer's regular hourly rate of pay. Such pay shall be an offset to Worker's Compensation or to Long-Term Disability payments. An officer shall have the right to refuse an offer of work outside the bargaining unit made under this provision by the University. However, the refusal of work will result in the termination of Worker's Compensation and/or Long-Term Disability benefits when such termination is allowable by law and/or the terms of the insurance policy.

Section 3: MILITARY LEAVE. An officer who enters the military service of the United States shall be granted a leave of absence and reinstatement privileges as described by applicable law.

Section 4: RESERVE DUTY LEAVE. Leave of absence without pay will be granted to officers active in the National Guard or a Reserve branch of the Armed Forces for the purpose of fulfilling their annual obligations and/or when called out due to temporary civil disturbances. An officer may choose to use his/her accrued annual leave to the extent of its accrual for military training periods in lieu of a leave of absence without pay. The officer must notify his/her supervisor in writing as soon as possible after receipt of his/her orders and state the duration of the leave and whether the officer is requesting to take annual leave or unpaid leave.

Section 5: FUNERAL LEAVE. Officers may request a leave of absence without loss of pay not to exceed four (4) days, ending no later than the day following the day of the funeral, to make arrangements for and/or attend the funeral of a current spouse, the officer's and/or the officer's current spouse's children, grandchildren, parents, grandparents, brothers or sisters. The leave shall be granted provided that the officer notifies the Deputy Chief in writing of the impending absence and, if requested by the University, provides certification of death and of the officer's relationship to the deceased prior to receiving funeral leave. Seniority and benefits shall continue to accrue during a funeral leave.

Section 6: JURY DUTY. An officer, who has completed his/her probationary period and who is summoned and reports for jury duty as prescribed by applicable law, shall be scheduled for the day shift for the period of jury duty obligation. The officer's days off shall not be changed, and the officer shall report to work at 7:00 a.m. each morning that he/she is scheduled to work and will be released from work as necessary to report to court by the specified time. For each day on which the officer performs jury service, on which he/she was scheduled to work for the University, he/she shall be paid the difference between what he/she earned from his/her jury duty fees and what he/she would have earned from his/her employment with the University that day based on his/her normal, scheduled straight-time hours at his/her regular rate of pay.

An officer shall report promptly to work when he/she is excused from jury duty, provided he/she is excused during his/her regularly-scheduled shift. If he/she is excused at a time outside his/her regularly-scheduled shift, he/she shall promptly report at the start of his/her next regularly-scheduled shift.

Failure of the officer to do so shall cause him/her to forfeit all right and claim to jury duty pay from the University.

This Section does not apply to employees who volunteer for jury duty, and the University's obligation to pay for jury duty shall be limited to a maximum of forty-five (45) days in any calendar year.

Officers must notify the Deputy Chief in advance of the jury date by a copy of the summons as soon as the officer receives the summons, and must apply for jury duty pay in accordance with procedures developed by the Department of Human Resources. If the officer fails to do so, he/she shall not be eligible for jury duty pay.

Seniority and benefits shall continue to accrue during jury duty leave of no more than forty-five (45) days in any calendar year.

Section 7: Except as otherwise specifically provided herein, leaves of absence shall be without benefits, and seniority shall continue to accrue during the leave.

ARTICLE 26 - CLOTHING ALLOWANCE

Section 1: The University shall continue to provide officers with uniforms and equipment on the same basis and to the same extent that uniforms and equipment were provided to officers as of the effective date of this Agreement.

Section 2: The University shall continue to provide for the cleaning of the officers' uniforms on an as-needed basis.

Section 3: Each officer classified as a Detective shall receive a clothing/cleaning allowance of \$800 per full fiscal year worked which shall be paid in four (4) equal quarterly installments. Detectives will have their work shirts and clothing laundered at University expense by the vendor who launders the officers' uniforms.

ARTICLE 27 - MISCELLANEOUS FRINGE ITEMS

Section 1: In accordance with the regulations of the campus parking system, the University shall provide officers with a parking permit, which allows them free parking in designated employee parking lots.

Section 2: The University shall allow officers use of the University Health Center to the extent and in the same manner such services are made available to non-bargaining unit employees of the University.

Section 3: The University shall provide officers with a discount of ten (10) percent on most purchases of \$1.00 or more made at Western's Campus Bookstore.

Section 4: The University shall continue to provide a tuition discount program to officers and a

tuition remission program for spouses and dependents of eligible employees under the terms and conditions in effect on July 1, 1996.

Section 5: The University shall continue to provide officers with official University ID cards, which must be validated and must be presented in order to obtain certain fringe benefits.

Section 6: The University shall provide discounts on the purchase, for personal use only, of season tickets of admission to selected University athletic and cultural events, programs or series to officers on the same basis as such may be provided to other employees.

Section 7: Officers shall be eligible to participate in the University's Zest for Life program, provided such program remains available.

ARTICLE 28 - RETIREMENT

Section 1: RETIREMENT PLANS. The University shall continue to make contributions on behalf of officers to the Michigan Public School Employees Retirement System (hereinafter MPSERS) in accordance with the provisions and statutes governing such retirement plan. Retirement eligibility and benefits will be in accordance with the rules and regulations of MPSERS. Employees hired on or after January 1, 1996 are not eligible for the MPSERS plan, and are enrolled in the defined contribution plan (currently TIAA/CREF).

Section 2: UNIVERSITY RETIREMENT BENEFITS. An officer who separates from University employment for retirement purposes and who (1) has at least ten (10) consecutive years of regular full-time employment with the University and who is at least fifty-five (55) years old prior to the date of the retirement, shall be eligible for University retirement benefits in effect as of the date of this Agreement for officers, including retirement life insurance and individual hospital/medical insurance coverage (hospital-medical insurance further defined in Section 3).

Section 3: RETIRED HOSPITAL-MEDICAL COVERAGE. Employees receiving retirement benefits under the MPSERS plan will receive the MPSERS hospital and medical coverage. The University shall pay the MPSERS premium for retired employees who meet the definition of WMU retiree. Employees under the defined contribution plan (currently TIAA/CREF), who meet the definition of a WMU retiree, will be covered under the University's hospital and medical plan or other University sponsored plans available to bargaining unit employees. The cost of dependent coverage under both the MPSERS and defined contribution plans will be borne by the employee/retiree.

A Police Officer/Detective under the MPSERS plan who elects to retire before the age of 65 and is not eligible for MPSERS benefits shall remain in the full hospital/medical plan as provided to full-time employed Police Officer/Detective until he/she attains age 65 and qualifies for Medicare at which time the University Hospital-Medical plan becomes supplemental to Medicare. Those who are eligible for retirement benefits under MPSERS shall have a different plan under the aegis of the State of Michigan. The University shall pay the MPSERS premium for retired Police Officer/Detective.

ARTICLE 29 - INSURANCE

Section 1: The present level of group hospital/medical, life, and long-term disability insurance shall remain available to employees covered by this Agreement to the same extent and manner and under the same conditions as prevailed immediately prior to the effective date of this agreement, except as specifically modified by this Agreement; officers shall continue to pay the same portion of insurance premiums that they paid immediately prior to the effective date of this Agreement; premiums shall be determined each year by the carrier in consultation with the University and may increase or decrease. The University reserves the right to change insurance carriers, provided, however, that there shall be no decrease or other change in current benefits to officers without the agreement of the Association.

Section 2: Effective the first full pay period following ratification by the Board of Trustees, the Hospital/Medical Plan (John Hancock) will be modified as follows:

- A. 45 days inpatient nervous-mental maximum.
- B. 50% co-pay on private duty nursing (not subject to out-of-pocket maximums).
- C. Limit emergency room services to medical emergencies and accidents.
- D. Increase the first three outpatient nervous mental and substance abuse visits to 90% from 50%.
- E. Add the Sindecuse drug program. No co-pays for generics with \$2.00 co-pays for non-generics. Birth control medications to be included. No deductible needs to be met to participate in the Sindecuse Health Center drug plan.
- F. Increase the glass frame allowance from \$36 to \$100.
- G. Increase the yearly dental maximum from \$1,000 to \$1,500.
- H. Increase the lifetime orthodontic maximum from \$1,000 to \$1,500.
- I. Increase the hospice lifetime maximum from \$3,000 to \$10,000
- J. Eligible dependents shall include natural, adopted, and step-children to age 19 and then to age 26 if attending a recognized post-secondary school on a full-time basis.
- K. No new sponsored dependents other than court-ordered financial responsibility.
- L. All benefits for abortion services currently provided under any applicable health plan are eliminated as of the effective date of the Agreement, except those relating to spontaneous abortions or where necessary to preserve the life of the mother.
- M. Remove major medical twelve (12) month pre-existing condition restriction.

Section 3: LIFE INSURANCE. Currently, the University pays 75% of the premiums for a \$15,000 term life policy. In addition, the University agrees to pay 100% of premiums on a \$25,000 policy for all benefits-eligible police officers and detectives. The \$25,000 policy replaces the sick leave pay-off should a police officer or detective die while on the active payroll. The \$25,000 policy does not continue into retirement.

ARTICLE 30 - PROMOTION

Section 1: When the University decides to fill a vacancy in the classifications of Detective or of Sergeant, such available position shall be posted on the Department's bulletin board for a period of seven (7) calendar days, during which period bargaining-unit employees may bid for such position by submitting a letter of interest and application to the Chief within the seven (7)-day posting period.

Section 2: In order to be eligible to be considered for promotion from the classification of Police Officer to the classification of Detective or from the classification of Police Officer or Detective to the classification of Sergeant, the applicant (1) must have at least two (2) years of full-time service as a Police Officer in the WMU Department of Public Safety and (2) must have at least consistently acceptable or satisfactory performance evaluations for the two (2) years immediately prior to the application for promotion.

Section 3: Officers who apply and are qualified to be considered for a promotion to the classification of Detective or Sergeant, shall be evaluated according to the following procedures:

- A. Each applicant shall participate in an oral examination given by a board, which board shall have the following members:
1. The Deputy Chief of the WMU Department of Public Safety, who shall serve as chairperson.
 2. A WMU Human Resources staff member, to be designated by the associate vice president of Human Resources.
 3. The WMU Affirmative Action Officer or designee;
 4. A police officer from another police agency within Kalamazoo County, who holds the rank of the position to be filled or a higher rank.

The oral examining board shall inquire concerning the employee's performance, experience, training, qualifications, attitude and any other factors deemed relevant by the members of the board in order to determine the applicant's ability to perform the job for which he/she has made application.

The basic questions for each area of the inquiry shall be prepared in advance by the University Human Resources Office and asked of each applicant. Members of the oral examining board shall score each applicant. The average score obtained before the oral examining board shall constitute up to a maximum of fifty (50) points of the applicant's final score.

- B. Each applicant classified as a patrol officer shall be evaluated in writing by each sergeant in the WMU Department of Public Safety under whose supervision he/she has worked a shift rotation or a portion thereof using a form that solicits the sergeant's evaluation of the candidate in regard to the candidate's performance, experience, training, qualifications, and any other factors deemed relevant by the University. Each applicant classified as a patrol officer shall be evaluated by at least two (2) sergeants: therefore, if he/she has worked a shift rotation or a portion thereof under only one (1) sergeant, a second sergeant under whom the applicant has worked on at least one (1) occasion shall be designated by the Chief to evaluate the applicant. Each applicant classified as a detective shall be evaluated by the lieutenant and the Deputy Chief. The average score an applicant obtains from this review shall constitute up to a maximum of thirty (30) points of the applicant's final score.
- C. Each applicant's last two (2) performance evaluation scores shall constitute up to a maximum of fifteen (15) points of the applicant's final score.

Section 4: Each applicant shall receive one (1) point for each full year of service as a full-time, sworn Police Officer or at a higher police rank with the WMU Department of Public Safety up to a maximum of five (5) points of the applicant's total score.

Section 5: The maximum total score on the evaluation shall be one hundred (100) points.

Section 6: The applicants' final scores shall be determined, and the applicants shall be ranked by score. The names of the candidates with the three (3) best scores and their scores shall be given to the Director for his decision. The Director may, at his/her sole discretion, choose any one or none of the candidates whose names are presented to him/her, taking into account his/her evaluation of the applicants' experience, training, qualifications, attitude, performance, and any other factors deemed relevant by the University, including, to the extent consistent with the law, the affirmative action goals of the University. If the Director chooses none of the candidates, the University shall have the right to hire from outside the University to fill the vacant position, provided, however, that the Director shall not unreasonably refuse to promote one of the candidates whose names are presented to him.

Section 7: Should there be less than three (3) applicants, the names of all the applicants who complete the examination process and their scores shall be presented to the Director for his/her selection. In the event there are more than three (3) applicants who complete the examination process, and the third-highest scoring applicant is "tied" with other candidates, the number of names presented to the Director may be increased to include all candidates with the same score as the third-scoring candidate.

ARTICLE 31 - NEPOTISM

Section 1: Persons related by family or marriage may be employed by the University, provided such individuals meet and fulfill regular University employment standards.

Section 2: Officers shall not initiate, participate in or influence in any way, institutional personnel decisions involving members of their families and shall neither supervise nor be supervised by members of their family.

ARTICLE 32 - ADDITIONAL EMPLOYMENT

Section 1: Officers may engage in employment in addition to their work for the University Department of Public Safety, provided that:

- a. no officer shall engage in additional employment that may interfere with his/her primary responsibility to the University to satisfactorily perform his/her work as an officer;
- b. no officer shall use his/her status as a University police officer or as a deputy to obtain or continue in additional employment;
- c. officers who engage in additional employment must inform the Director in advance of the nature and hours of the additional employment.

Section 2: The Director shall have the right to require an officer to cease additional employment if any of the conditions specified in Section 1 were violated.

ARTICLE 33 - PERFORMANCE EVALUATIONS

Section 1: Annual Reviews. The University shall conduct an evaluation of each officer's performance prior to June 30 of each fiscal year.

Section 2: Probationary Reviews. The University shall review the performance of probationary officers at least two times during the one-year probationary period, using evaluation instruments determined by management.

Section 3: The University, at its discretion, may conduct additional reviews of the performance of probationary officers and may conduct mid-year reviews of regular officers, in addition to the other reviews specified in this Agreement, provided the Director advises the affected regular officer(s) in writing of the reasons for the mid-year review.

Section 4: Consequences of an unacceptable or unsatisfactory performance evaluation.

- A. A regular officer who receives an unacceptable or unsatisfactory performance evaluation shall be placed on a three-month special review period, which shall start on the first day of

the month following the month in which the review is received by the officer. During the special review period, the officer shall be responsible for correcting the deficiencies in his/her performance. The reviewing sergeant shall identify the areas of needed improvement and shall give the officer advice about correcting his/her performance if requested by the officer during each special review period.

The officer shall be reviewed again after the end of the special review period. If the officer's performance is still unacceptable or unsatisfactory, the officer shall be given a five working-day unpaid disciplinary suspension and shall, upon return from the suspension, be placed upon a second three-month special review period, during which the officer shall have a final chance to correct the deficiencies in his/her performance. The three-month special review period shall begin on the first day of the month following the month in which the suspension is given. The officer shall be reviewed again at the end of the second special review period and shall, at that time, if his/her performance is still unacceptable or unsatisfactory, be discharged.

If, after an unacceptable or unsatisfactory review, either the first or second special review is acceptable (or better) or provisional (or better), the officer shall, in any event, be reviewed again in three months, at which time another unacceptable or unsatisfactory review shall make the officer subject to suspension (for a second unacceptable or unsatisfactory review) or discharge (for a third unacceptable or unsatisfactory review).

If, due to absences resulting from the personal illness or disability of the officer, a special review period does not contain at least 45 working days, it shall be extended by the number of days needed to make it 45 working days in length.

- B. Probationary Officers: A probationary officer may be terminated after receiving one unacceptable or unsatisfactory review or for any other reason at the sole discretion of the University.

Section 5: Performance reviews shall not be grievable, except that the first unacceptable or unsatisfactory performance review of a regular officer may be grieved through Step Two only (but shall not be arbitrable). However, suspensions and discharges of regular officers, resulting from second or subsequent unacceptable or unsatisfactory performance reviews, are grievable.

If the suspension of a regular officer for a second unacceptable or unsatisfactory performance review is grieved, the Union shall have the right to raise in that grievance the issue of the first unacceptable or unsatisfactory performance review, provided that this first review was grieved and the grievance was pursued through Step Two without resolution. The Union shall not have the right to raise the issue of previous reviews that were not grieved.

ARTICLE 34 - WAGES

Section 1: The wage schedule for officers that shall be in full force and effect for the life of this Agreement is attached as Appendix A.

Section 2: Time and one-half an officer's regular hourly rate of pay shall be paid for all time worked on the job in excess of eight (8) hours per day or forty (40) hours in any workweek. Hours paid by the University but not actually worked by the officer for annual leave, sick leave, holiday leave, funeral leave, jury duty leave, or other leave paid by the University shall be counted as hours worked for the purpose of computing overtime pay.

Section 3: When, as a result of performing his/her duties as an officer, an officer is subpoenaed to make a court appearance or appearance before an administrative agency during off-duty hours, the officer shall, except as provided below, be paid a minimum of two (2) hours of pay at time and one-half his/her regular hourly rate of pay or for the actual time necessarily spent at the court or before the administrative agency at time and one-half his/her regular rate of pay, whichever is greater.

The two (2)-hour minimum shall not apply if the officer's regularly scheduled shift is continuous with the time spent in court during off-duty hours, and, in such cases, time and one-half the officer's regular rate of pay shall be paid only for the actual time during off-duty hours that the officer appears in court or before an administrative agency.

If an appearance starts within one and one-half (1-1/2) hours before the start of the officer's regularly-scheduled shift and ends before the start of the officer's regularly-scheduled shift, the officer shall be paid for the period of time between the end of the appearance and the start of the regularly-scheduled shift. Such time shall be paid at time and one-half the officer's regular hourly rate of pay, and, in such cases, the two (2)-hour minimum shall not apply.

If an appearance ends within two (2) hours after the end of the officer's regularly-scheduled shift, the officer shall be paid for the period of time between the end of his regularly-scheduled shift and the end of the appearance. Such time worked shall be paid at time and one-half the officer's regular hourly rate of pay, and, in such cases, the two (2)-hour minimum shall not apply.

Time paid for appearance before a court or an administrative agency as provided in this Article shall include thirty (30) minutes of court preparation time.

The payment for time necessarily spent shall not include any lunch recess taken by the court or administrative agency.

As a condition of receiving payment for court appearances or for appearances before an administrative agency, the officer shall assign to the University his/her court or administrative agency witness or appearance fee, and, if he/she used a University vehicle, his/her mileage fee.

Section 4: An officer who is called in to perform work other than that for which he/she had previously been scheduled shall, except as provided below, be paid for a minimum of two (2) hours at time and one-half his/her regular hourly rate of pay or for the actual time necessarily worked at time and one-half his/her regular hourly rate, which ever is greater. The minimum shall not apply if the officer is called in to work prior to, but for a period continuous with, his/her regular starting time, or retained to work afterward, but for a period continuous with, his/her regular quitting time. When an officer is called in and then continues to work his/her regularly-scheduled shift, the University agrees not to shorten the officer's regularly-scheduled shift in order to avoid overtime payments without the agreement of the officer, unless the total continuous time worked would exceed twelve (12) hours. However, if both the officer and the University agree, the officer may work only eight (8) hours. In any event, no officer shall work more than twelve (12) hours in any one (1) twenty-four (24)-hour period without the prior approval of the Chief or the Deputy Chief.

Section 5: If an officer is required to work during his/her regular shift on a day that he/she is on annual leave, the officer shall not be charged from his/her annual leave bank for the hours worked, but shall be paid for those hours worked at his/her regular straight-time hourly rate.

Section 6: When an officer is temporarily transferred for the convenience of the University from one job classification in the bargaining unit to another or to the classification of Sergeant, he/she shall be paid the regularly hourly rate of pay which he/she receives in his/her regular job classification, until he/she has completed four (4) consecutive weeks of work in the temporary classification, after which time he/she shall receive the rate of the temporary classification for any further consecutive days of work therein. Transfers from Patrol Officer to Detective or Sergeant shall be voluntary on the part of the officer.

At the sole discretion of the University, an officer may be temporarily designated and required to perform as "officer-in-charge." With the permission of the University, an officer may decline to serve as "officer-in-charge." An officer so designated shall receive his/her regular hourly rate of pay. An "officer-in-charge" shall not have the authority to discipline officers.

At the sole discretion of the University, an officer classified as police officer may be temporarily transferred to the Detective Bureau to serve as a plain-clothes investigator. A police officer so transferred shall receive his/her regular hourly rate of pay.

The University shall have the right to temporarily assign an officer to work as a Police Dispatcher in which case the officer shall continue to receive his/her regular hourly rate of pay.

ARTICLE 35 - NO STRIKE - NO LOCKOUT

Section 1: The Association agrees that, during the life of this Agreement, the Association, its officers, affiliates, agents and members shall not authorize, instigate, aid or engage in any strike, slowdown, stoppage of work, or any concerted acts that interfere with the normal and efficient operation of the University. The University agrees that, during the same period, there will be no

lockouts.

Section 2: The University shall have the right, in its sole discretion, to discipline or discharge officers who engage in conduct proscribed by this Article. However, the question as to whether an officer's conduct is or was such as is proscribed by this Article may be processed under the grievance procedure starting with Step Two.

ARTICLE 36 - WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement each 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 the exercise of that right and opportunity are set forth in this Agreement. Therefore, the University and the Association, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any non-mandatory subject of bargaining not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 37 - SAVINGS PROVISION

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the University and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 38 - DEPARTMENTAL INVESTIGATIONS

Section 1: In the event of a departmental investigation, the following investigatory procedures shall apply:

- (a) The questioning of an officer shall be during his/her regular hours of work whenever practical, unless exigencies of the investigation dictate otherwise. Unless otherwise designated by the investigating officer, the questioning of an officer shall take place at the WMU police station.
- (b) The officer being questioned shall be informed of the nature of the investigation before any interrogation commences. If the officer is being questioned for the purposes of being a witness only, he/she shall be so informed before the questioning commences. If the investigation implicates an officer who has been questioned as a witness, he/she shall be informed of the nature of the charges and the nature of the investigation before interrogation commences on another occasion.

However, it is understood and agreed that the informing of an officer that he/she is being questioned as a witness only in no way provides immunity for such officer from disciplinary action that may be taken as a result of information disclosed during the course of the interrogation or investigation. The officer(s) under investigation will be provided with the name(s) of the complainant(s) and/or known witnesses at the time the officer is officially notified of the investigation and thereafter if additional witnesses become known.

- (c) If, during such investigatory procedure, but prior to its conclusion, the Director decides to suspend an officer, pending the outcome of such investigation, such suspension shall be with pay at the officer's regular hourly rate, until the Director decides that sufficient evidence exists to render a determination on the matter. If, as a result of such investigation, the Director determines that discipline of the officer is justified, it shall be handled in accordance with the provisions of the collective bargaining agreement governing discipline, including suspension and discharge proceedings.
- (d) No record of any departmental investigation made as a result of a complaint will be placed in the officer's personnel file when the complaint was determined to be untrue.
- (e) If at any time during the departmental investigation, the officer becomes a suspect or target of a criminal investigation, a separate criminal investigation will be started. The officer shall have the right to consult with and have legal counsel available regarding the criminal investigation and the criminal investigation and interrogation shall be with the same constitutional and statutory safeguards that all citizens under criminal investigation are entitled to exercise. This subsection shall not hinder the department from continuing the original departmental investigation and solicitation of information for disciplinary purposes, provided the officer is given "Garity" protection.
- (f) If the Director determines that it is necessary to continue an investigation beyond thirty (30) days from the time the officer was officially notified of the complaint against him/her, the Director shall, upon request of the officer, advise the officer of the status of the investigation and the reason why it is continuing beyond thirty (30) days.

ARTICLE 39 - FAMILY AND MEDICAL LEAVE

Section 1: To be eligible for an unpaid family leave, an employee must have worked for the University for at least twelve (12) months and at least 1,250 hours during the 12-month period immediately preceding the date the leave commences. A "rolling" 12-month period measured backward from the date an employee uses any Family and Medical Leave Act (FMLA) leave (except that such measure may not extend back before August 5, 1993) will be used for calculating leave requests.

Section 2: Eligible employees may use up to twelve (12) work weeks of unpaid leave during any 12-month period for the birth/care of their child, placement of a child for adoption or foster care, or for the care of their child, spouse, or parent who is suffering from a serious health condition, or because of the employees' own serious health condition which causes the employee to be unable to perform his or her work duties. Such leave will be without loss of seniority, hospital/medical

or dental insurance benefits, and with the assurance that the employee will be returned to his or her position or an equivalent position at the end of the approved leave of absence (not to exceed 12 work weeks). Employee will continue premium contributions that were in effect prior to the leave and will be subject to pay their portion of any premium increases that occur during the leave duration.

Section 3: As part of the requested leave of absence for the birth/care of a child, placement of a child for adoption or foster care, or to care for a spouse, child, or parent who is suffering from a serious health condition, the employee will first be required to exhaust any accrued, available paid sick leave and annual leave in excess of ten (10) days. The employee may retain ten (10) days of paid annual leave. If the leave request is due to the employee's own serious health condition, the employee will first be required to exhaust any accrued, available paid sick leave. The employee may choose to use annual leave to extend the paid portion of the leave, but is not required to do so. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) work weeks of leave available under the FMLA, if any, will be unpaid.

Section 4: A family or medical leave of up to twelve (12) work weeks for the birth/care of a child, or placement of a child for adoption or foster care, shall expire at the end of the twelve-(12) month period which starts on the date of such birth or placement of adoption or foster care. However, regardless of when the leave starts, it will expire no later than the end of the 12-month period. For example, an employee who requests a leave at the start of the 12th month (of the 12-month period from the date of birth or placement) is entitled to only four (4) weeks of unpaid leave.

Section 5: Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) work weeks of leave during any 12-month period for the birth/care of their child, placement of their child for adoption or foster care, or for the care of a sick parent. However, each employee may use up to twelve (12) work weeks of leave during any 12-month period to care for his or her child or spouse who is suffering from a serious health condition, or if the leave is necessitated by the employee's own serious health condition.

Section 6: Eligible employees who foresee that they will require a leave of absence for the birth/care of a child, placement of a child for adoption or foster care, or planned medical treatment, must notify the chief in writing not less than thirty (30) calendar days in advance of the date the leave is to start. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

Section 7: An eligible employee who foresees the need for a leave of absence due to planned medical treatment for a serious health condition for himself or herself, his or her spouse, child, or parent should notify the chief in writing as early as possible so that the absence can be scheduled at a time least disruptive to departmental operations. Such an employee must also give at least thirty (30) calendar days written notice unless impractical, in which case the employee will be expected to give as much written notice as circumstances permit.

Section 8: When the leave is necessitated by the employee's own serious health condition, or that of his or her spouse, child, or parent, the employee must provide the chief with medical certification verifying the need for such leave. The University may require the employee to obtain a second medical opinion, at the University's expense. The second health care provider may not be employed on a regular basis by the University. If the opinions of the first and second health care provider differ, the University may require a third opinion, again at the University's expense, from a health care provider mutually agreed upon by the University and the employee. The third opinion shall be final and binding. Furthermore, if the leave is necessitated by the employee's own serious health condition, the employee will be required, before his or her return to work, to provide medical certification that he or she is able to resume work.

Section 9: Employees on an approved leave will report to the chief at reasonable intervals designated by the chief regarding his or her status and intent to return to work upon conclusion of the leave.

Section 10: Although an employee on an approved leave of absence pursuant to this article will continue to be covered under the University's then-current applicable group hospital/medical and dental plan, an employee who fails to return to work at the end of the 12-week period will be required to repay the University the cost of the University-paid benefits during the unpaid leave unless said failure to return is the result of the continuation, recurrence, or onset of a serious health condition or other circumstances beyond the control of the employee.

Section 11: To the extent that any provision of this article conflicts with the FMLA, the language of the Act will prevail.

Section 12: The provisions contained in this article shall be supplementary to and in addition to the various leave provisions contained in Article 25 of this Agreement.

ARTICLE 40 - DURATION

This Agreement shall become effective as of July 1, 1996 and shall continue in full force and effect until 12:01 a.m. on June 30, 1999 and from year to year thereafter unless either party hereto shall notify the other in writing at least sixty (60) calendar days prior to the expiration date of the Agreement or at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intent to amend, modify or terminate this Agreement.

IN WITNESS WHEREOF, this Agreement is executed on the 3rd day of December, 1997

**WESTERN MICHIGAN UNIVERSITY
POLICE OFFICERS ASSOCIATION**

Gary Colby
Gary Colby
Ronald E. Ware
Ronald Ware
Gary Julian
Gary Julian
Mark Pietras
Mark Pietras
Todd Noeske
Todd Noeske

WESTERN MICHIGAN UNIVERSITY

Robert Brown
Robert Brown
Blaine Kalafut
Blaine Kalafut
Anne Thompson
Anne Thompson
Michael Meister
Michael Meister

APPENDIX A

SCHEDULE OF WAGES

Section 1: PAY SCHEDULE. For the term of this agreement, all officers and detectives will be paid in accordance with the following schedule [REDACTED]. The schedule of steps shall expire on June 30, 1999.

Police Officer								
Start	1	2	3	4	5	6	7	8-Max.
\$25,599	\$27,144	\$28,626	\$30,067	\$31,571	\$33,304	\$35,120	\$36,874	\$38,732
Hourly:								
\$12.26	\$13.00	\$13.71	\$14.40	\$15.12	\$15.95	\$16.82	\$17.66	\$18.55
Detective								
Start	1	2	3	4	5	6	7	8-Max.
\$30,422	\$31,964	\$33,512	\$35,120	\$36,791	\$38,524	\$40,298	\$42,136	\$43,973
Hourly:								
\$14.57	\$15.30	\$16.05	\$16.82	\$17.62	\$18.24	\$19.30	\$20.18	\$21.06

Section 2: PROGRESSION INCREASES. For the term of this agreement, each officer and detective who is above "Start" but below "Max" shall have his/her pay increased by one step on July 1 of each year of the contract. These increases shall be without regard to years of service. Officers hired after June 30 of any year of the contract will remain at the step level where they were placed at the time of hire.

After placement as stated in the above paragraph, any police officer or detective at "Start" who, as of July 1 of each year of the contract, has at least six months of service shall have his/her pay increased to the rate specified in step one.

Section 3 DEFINITIONS AND COMPUTATIONS

1. The base annual salary is the base hourly wage rate multiplied by 2088. The base hourly wage rate is the officer's regular, hourly straight-time pay rate. Years referred to herein (for example, 1996/97) mean the University's fiscal year (i.e., July 1, 1996 through June 30, 1997). When annual salaries are specified in dollars, the figures are the hourly wage rate multiplied by 2088.

Section 4: PROMOTION INCREASES

When an officer is promoted from Patrol (Police) Officer to Detective, his/her initial pay in the new classification shall be set at five percent above his/her current Patrol Officer rate, provided that his/her new rate shall not exceed the Detective maximum and further provided that his/her

new rate shall be at least the Detective classification's "start" rate. Subsequent increases shall be as provided elsewhere in this Article.

Section 5: HIRING RATES

The University may hire new officers in excess of "start" based on the officer's qualifications and prior police experience. However, officers with greater bargaining unit seniority who have completed their probationary periods and are earning less than the newly hired officer will have their wages adjusted to the higher rate.

APPENDIX B

ARBITRATION PANEL

The members of the rotating panel of arbitrators from which the parties shall select arbitrators to hear grievances are:

1. Howard Cole
2. Ruth Kahn
3. Patrick McDonald
4. Mario Chiesa
5. David Grissom
6. William Daniel

If one or more of these arbitrators becomes permanently unable to serve on the panel, the parties shall mutually agree to a replacement. Until the parties so agree, the remaining arbitrators shall constitute the panel.

By: Mary Julian
For the Association

By: Arne Storgun
For Western Michigan University

Date: 12-03-97

Date: December 3, 1997

APPENDIX C

LETTER OF UNDERSTANDING-POLICE POWERS

It is understood by the parties to this agreement that the police officers covered by this Agreement currently receive their police powers from and are sworn by the Sheriff of Kalamazoo County. Such deputization takes place under an informal, voluntary, oral agreement between the Sheriff and the WMU Director of Public Safety. The Director does not, at this time, have authority to swear officers.

By: Mary Julian
For the Association

By: Arne Stouffer
For Western Michigan University

Date: 12-03-97

Date: December 3, 1997

APPENDIX D

LETTER OF UNDERSTANDING -
PERFORMANCE EVALUATIONS

The "Performance Review- Police Officer" appraisal form, a copy of which is appended here, shall be used in the performance evaluation (review) of all regular Patrol (Police) Officers. The specific language of the contract shall govern regarding the consequences of an "unacceptable" review for Patrol Officers. The University performance appraisal form (form P-012 Revised 7/90) will be used in the performance evaluation (review) of all regular Detectives. The specific language of the contract shall govern regarding consequences of an "unsatisfactory" review for Detectives and shall supersede language on the form in this regard. The procedures and forms used to evaluate the performance of probationary officers shall be determined by the Department of Public Safety.

By: Gary Julian
For the Association

By: Arne Sloman
For Western Michigan University

Date: 12-03-97

Date: December 3, 1997

DEPARTMENT OF PUBLIC SAFETY
WESTERN MICHIGAN UNIVERSITY

Performance Review - Police Officer
Factor Descriptions

ORAL COMMUNICATIONS - Evaluates the employee's ability to listen and communicate thoughts and feelings clearly and concisely through spoken language.

Unacceptable - Fails to speak in a clear and concise manner. Information is often lacking clarity and/or accuracy. Uses improper voice inflection and voice command (too soft or too loud). Fails to listen and often interrupts.

Acceptable - Speaks clearly with superiors, peers, and the general public so that information is readily understood. Listens well and keeps emotions under control using the proper voice, tone and demeanor.

Superior - Consistently demonstrates quality oral communication by holding the attention of the listener, utilizing appropriate language, fostering understanding, and being organized. The employee listens well and accepts input from all levels.

FIELD PERFORMANCE: STRESS CONDITIONS - Evaluates the employee's ability to perform in moderate and high stress conditions.

Unacceptable - Becomes emotional, is panic stricken, can't function, holds back, loses temper or displays cowardice. Over/under reacts.

Acceptable - Exhibits calm and self-control in most situations, determines course of action and takes it. Does not allow situation to further deteriorate.

Superior - Maintains calm and self-control in even the most extreme situations. Quickly restores control in the situation and takes command. Determines best course of action and takes it without assistance.

FIELD PERFORMANCE: NON-STRESS CONDITIONS - Evaluates the employee's ability to perform law enforcement activities under normal conditions and take proper action.

Unacceptable - Becomes confused and disoriented when confronted with a routine task. Does not/cannot complete task. Takes wrong course of action. Avoids taking action.

Acceptable - Properly assesses routine situations, determines appropriate course of action and takes same.

Superior - Properly assesses routine situations, including unusual or complex ones. Determines appropriate course of action and takes same without assistance.

OFFICER SAFETY: GENERAL - Evaluates the employee's ability to perform law enforcement tasks without injuring self or others or exposing self/others to unnecessary danger/risk.

Unacceptable - Fails to follow accepted safety procedures or to exercise officer safety, i.e.:

1. Exposes weapons to suspect (handgun, baton, etc.)
2. Fails to keep gun hand free during enforcement situations.
3. Stands in front of violator car door.
4. Fails to control the suspects movement.
5. Does not keep the suspect/violator in sight.
6. Fails to use illumination when necessary or uses it improperly.
7. Fails to advise dispatcher when leaving police vehicle.
8. Fails to utilize or maintain personal safety equipment.
9. Does not anticipate potentially dangerous situations.
10. Stands too close to passing vehicular traffic.
11. Is careless with gun and other weapons.
12. Stands in front of doors when knocking.
13. Makes poor choice of which weapon to use and when to use it.
14. Fails to cover other law enforcement personnel.
15. Stands between police and violator vehicles during stops.
16. Fails to search police vehicle prior to duty and after transporting suspect.

Acceptable - Follows accepted safety procedures. Understands and applies them.

Superior - Always works safely. Foresees dangerous situations and prepares for them. Keeps partner informed and determines the best position for self and partner. Is not overconfident and does not become paranoid.

OFFICER SAFETY: WITH SUSPICIOUS PERSONS/PRISONERS - Evaluates the employee's ability to perform law enforcement tasks in a safe manner while dealing with suspects/suspicious persons or prisoners.

Unacceptable - Violates officer safety principles outlined in previous section. Additionally, fails to "pat search", confronts people while seated in patrol vehicle, fails to handcuff when appropriate. Conducts poor searches and fails to maintain a position of advantage to prevent attack or escape.

Acceptable - Follows accepted safety procedures with suspects, suspicious person and prisoners.

Superior - Foresees potential danger and eliminates or controls it. Maintains position of advantage in even the most demanding situations. Is alert to changing situations and prevents opportunities for danger from developing.

SITUATION MANAGEMENT: VERBAL - Evaluates the employee's ability to gain and maintain control of situations through verbal command and instruction.

Unacceptable - Speaks too softly or timidly, speaks too loudly, confuses or angers listeners by what is said and/or how it is said. Fails to use voice when appropriate or speaks when inappropriate.

Acceptable - Speaks with authority in a calm, clear voice. Proper selection of words and knowledge of when and how to use them.

Superior - Completely controls with voice, tone, word selection, inflection, and the bearing which accompanies what is said. Restores order in even the most trying situations through use of voice.

SITUATION MANAGEMENT: PHYSICAL SKILL - Evaluates the employee's ability to use proper level of force and body positioning for the given situation.

Unacceptable - Uses too little or too much force for the given situation. Is physically unable to perform the task. Does not use proper restraints. Fails to control the movements of others through body positioning.

Acceptable - Obtains and maintains control through the use of proper amounts of techniques of force application (without excessive force) and body positioning reactive to the movements of others.

Superior - Consistently uses excellent knowledge and ability in the use of restraints and selects the right amount of force for the given situation. Anticipates movements of others and reacts accordingly by controlling the movements of others.

REPORT WRITING: FORM SELECTION/ORGANIZATION/DETAILS - Evaluates the employee's ability to properly utilize department forms appropriate to accomplish the task and prepare reports that accurately reflect the situation in a detailed, organized manner.

Unacceptable - Is unaware that a form must be completed and/or is unable to complete the proper form for the given situation. Forms are incomplete, inaccurate or improperly used. Leaves out pertinent information.

Acceptable - Knows the commonly used forms and understands their use and completes them with reasonable accuracy and thoroughness.

Superior - Consistently makes accurate form selection and rapidly completes detailed forms without assistance. Displays high degree of accuracy. Provides a concise, but sufficient detailed account of information reported/investigated.

REPORT WRITING: GRAMMAR/SPELLING/NEATNESS - Evaluates the employee's ability to use proper English, to follow rules of grammar, accurately spell and write legible reports.

Unacceptable - Reports are illegible. Reports contain excessive number of misspelled words. Sentence structure or word usage is improper or incomplete.

Acceptable - Reports are legible and grammar is at an acceptable level. Spelling is acceptable and errors are infrequent. Errors, if present, do not impair an understanding of the report.

Superior - Reports are very neat and legible. Rarely contain spelling or grammar errors.

SELF-INITIATED FIELD ACTIVITY - Evaluates the employee's interest and ability to initiate law enforcement-related activities. To view same and effect appropriate response.

Unacceptable - Does not see or avoids activity. Does not follow-up situations. Rationalizes suspicious circumstances. Does not have a broad orientation to the job.

Acceptable - Recognizes and identifies law enforcement-related activity. Has a broad orientation to the job including low priority activity. Displays inquisitiveness. Effects appropriate response.

Superior - Seldom misses observable activity. Maintains hot sheets and information given at briefing and uses that information as "probable cause". Makes good quality arrests and/or proper dispositions from observed activity. "Thinks well on his/her feet."

PROBLEM SOLVING/DECISION MAKING - Evaluates the employee's performance in terms of ability to perceive, form valid conclusions, arrive at sound judgments and make proper decisions.

Unacceptable - Acts without thought or good reason. Is indecisive, naive. Is unable to reason through a problem and come to a conclusion. Can't recall previous solutions and apply them in like situations.

Acceptable - Able to reason through a problem and come to an acceptable conclusion in routine situations. Makes reasonable decisions based on information available. Perceives situations as they really are. Makes decisions without assistance.

Superior - Able to reason through even the most complex situations and is able to make appropriate conclusions. Has excellent perception. Anticipates problems and prepares resolutions in advance. Relates past solutions to present situations.

INVESTIGATIVE SKILL: ESTABLISH ELEMENTS - Evaluates the employee's ability to conduct a proper investigation and establish the elements of a crime.

Unacceptable - Does not conduct a basic investigation or conduct investigation properly. Unable to accurately diagnose offense committed.

Acceptable - Follows proper investigatory procedure in all but most difficult/unusual cases. Is generally accurate in diagnosis of nature of offense committed.

Superior - Always follows proper investigatory procedures and always accurate in diagnosis of offense committed.

INVESTIGATIVE SKILL: INTERVIEW/INTERROGATION - Evaluates the employee's ability to properly interview witnesses and interrogate suspects.

Unacceptable - Does not use proper questioning techniques. Does not elicit or record available information. Does not establish appropriate rapport with subject and/or does not control interrogation of suspects. Fails to give Miranda warnings.

Acceptable - Uses proper questioning techniques. Elicits most available information and records same. Establishes proper rapport with most victims/witnesses. Controls the interrogation of most suspects and generally conducts proper Miranda admonition.

Superior - Always uses proper questioning techniques. Elicits available information and records same. Controls the interrogation of even the most difficult suspects.

INVESTIGATIVE SKILL: EVIDENCE - Evaluates the employee's ability properly process evidence.

Unacceptable - Makes frequent mistakes when identifying, collecting or logging evidence. Does not connect evidence with suspect when apparent. Lacks skill in collecting and preservation of evidence. Does not protect the crime scene. Fails to discern readily available evidence.

Acceptable - Collects, tags and logs evidence properly. Connects evidence with suspect when apparent. Properly "protects" crime scene for processing.

Superior - Connects evidence with suspect even when not apparent. Demonstrates ability to secure the crime scene, effect a comprehensive crime scene search when appropriate, properly collects, tags and logs evidence.

ACCIDENT INVESTIGATION SKILL - Evaluates the employee's ability to properly "manage" an accident scene by safely securing the scene to prevent further injury/accidents, summon the appropriate assistance, conduct a proper investigation, and take enforcement action when necessary.

Unacceptable - Fails to safely manage accident scene; is unsure of steps of "safe accident scene" processing. Fails to summon appropriate assistance (emergency medical response, additional law enforcement units, tow trucks, etc.). Unable to determine correct violation citation; is uncertain of proper motor vehicle code(s) and unsure/confused at what appropriate enforcement action to take. Prepares poor diagram(s) of accident scene.

Acceptable - Safely manages accident scene. Establishes proper charges, diagrams completely/accurately and correctly. REports are neat. Summons appropriate assistance when necessary.

Superior - Completes neat, accurate accident reports in a timely manner. Knows appropriate charges even in complex situations. Capable of handling major accident scenes correctly.

PATROL OPERATION SKILL - Evaluates the employee's ability to provide a full range of field patrol services, including public assistance, protection of the rights/dignity of people, reducing opportunities for antisocial and criminal activity and deterring crime whenever possible.

Unacceptable - Fails to thoroughly check residential, academic, and parking areas for possible criminal activity, does not effect field investigation of suspicious person and complete FIR cards. Does not know high-crime "target" areas/locations and preventive patrol methods. Does not recognize known offenders and locations frequented by them. Does not know appropriate community referral agencies/service providers (i.e. Gateway, Gospel Mission, YWCA, Gryphon Place, etc.) nor assist person in need.

Acceptable - Uses routine patrol time to check residential, academic, and parking areas for possible criminal activity. Recognizes "out-of-ordinary" activity and takes appropriate follow-up action. Has a good working knowledge of community referral agencies and service providers and does not hesitate to assist persons in need.

Superior - Aggressively checks residential, academic, and parking areas for possible criminal activity and takes appropriate action. Spontaneously effects preventive patrol activities in high-crime areas.

RADIO USE - Evaluates the employee's ability to use the law enforcement radio network in accordance with department policy and procedures; pay attention to radio traffic and to understand the information transmitted; and communicate with others via the radio.

Unacceptable - Violates policy concerning the use of radio. Does not follow procedures or follows wrong procedures. Does not understand or use proper codes/language. Repeatedly misses own call sign and is unaware of traffic of other units. Requires dispatcher to repeat radio transmissions or does not comprehend transmissions. Does not pre-plan transmissions. Over or under modulates. Cuts messages off through improper use of the microphone. Speaks too fast or too slow.

Acceptable - Follows policy and accepted procedures. Has good working knowledge of most-often used codes/language. Copies own radio transmissions and is generally aware of radio traffic directed to other units. Uses proper procedures with clear, concise and complete transmissions.

Superior - Always follows proper procedures, adheres to policy. Uses communication codes/language and applies knowledge with ease when using the radio. Is aware of own radio traffic and traffic of other units. Is aware of traffic in other jurisdictions and uses previously transmitted information to advantage. Transmits clearly, calmly, concisely and completely in even the most stressful situations. Transmission are well thought out and do not have to be repeated.

STATE CRIMINAL STATUTES/LOCAL ORDINANCES - Evaluates the employee's knowledge of criminal statutes/local ordinances and ability to apply that knowledge in field situations.

Unacceptable - Does not know elements of basic section of the codes. Does not recognize criminal offenses when encountered or makes mistakes relative to whether or not crimes have been committed and if so, which crimes.

Acceptable - Recognizes commonly encountered criminal offenses and applies appropriate section of the code. Knows difference between criminal and non-criminal activity. Applies knowledge in field situations.

Superior - Has outstanding knowledge of the criminal codes and applies that knowledge to normal and unusual criminal activity.

LAWS OF ARREST, SEARCH, SEIZURE/CRIMINAL PROCEDURE - Evaluates the employee's knowledge of criminal procedures, including laws of arrest, search/seizure and employee's application of those procedures in field situations. Also employee's courtroom testifying.

Unacceptable - Violates procedural requirements. Conducts illegal searches, fails to search when appropriate, seizes evidence illegally, attempts to arrest unlawfully. Is not well-prepared to testify in court proceedings.

Acceptable - Follows required procedure in commonly encountered situations. Conducts proper searches and seizes evidence legally. Arrests within legal guidelines. Is well-prepared to testify in court.

Superior - Follows required procedures in all cases, accurately applying law relative to searching, seizing evidence and affecting arrests. Provides accurate and complete testimony in courtroom proceedings.

MOTOR VEHICLE CODE/UNIVERSITY TRAFFIC ORDINANCE - Evaluates the employee's knowledge of state motor vehicle code (hazardous and non-hazardous sections) and University traffic ordinance (traffic, parking & pedestrian sections) and ability to apply that knowledge in field situations.

Unacceptable - Does not know even the most often used sections of the code/ordinance. Does not recognize violations when committed and/or incorrectly identifies violation.

Acceptable - Knows and recognizes commonly used sections of the code/ordinance. Can locate lesser know/applied sections in reference material. Applies knowledge in field situations.

Superior - Displays outstanding knowledge of code/ordinance including lesser known sections. Quickly and effectively applies code/ordinance.

DRIVING SKILL - Evaluates the employee's skill in vehicle operation under normal/routine and urgent/emergency situations.

Unacceptable - Frequently violates traffic laws. Involved in accident(s). Uses emergency equipment unnecessarily or improperly. Drives too fast or too slow for the situation. Loses control of the vehicle on corners and fails to properly slow for intersections. Displays poor manipulative skills in vehicle operation.

Acceptable - Maintains control of the vehicle. Evaluates driving situations and reacts properly (i.e. proper speed for conditions). Obeys traffic laws; very prudently operates vehicle when necessary to violate traffic laws without placing others at-risk. Drives defensively - alert to surrounding activity.

Superior - Displays high degree of reflex ability and driving competence. Maintains excellent control of the vehicle even while performing other tasks/functions (e.g. operating radio, making hand-written notes, etc.) Anticipates driving situations in advance and acts accordingly. Practices defensive driving techniques. Responds very well to the degree of stress. Always drives in a defensive and courteous manner.

RELATIONSHIPS WITH CITIZENS - Evaluates the employee's ability to interact with citizens (including suspects/arrestees) in an appropriate manner without regard to race, sex, age, national origin, religion or physical/mental ability.

Unacceptable - Abrupt, belligerent, overbearing, arrogant and uncommunicative. Overlooks or avoids "service" aspect of the job. Introverted, insensitive and uncaring. Poor "non-verbal" skills.

Acceptable - Courteous, friendly and empathic. Communicates in a professional, unbiased manner. Is service oriented. Good "non-verbal" skills.

Superior - Is very much at ease with citizen contacts. Quickly establishes rapport and leaves people with feeling that the officer was interested in serving them. Is objective in all contacts. Excellent "non-verbal" skills.

EQUIPMENT USE/MAINTENANCE - Evaluates the employee's demonstrated familiarity with the proper use and maintenance of departmental equipment.

Unacceptable - Does not exhibit skill in use of equipment. Fails to maintain or clean equipment. Seldom has necessary supplies or equipment to complete assigned tasks. Continually loses or misplaces equipment. Does not report malfunctioning equipment to supervisor.

Acceptable - Familiar with the use and maintenance of equipment (radio, weapons, radar, camera, PBT, etc.). Usually exhibits skill in use and maintenance of equipment, and reports damaged equipment to supervisors.

Superior - Always careful in use and maintenance of equipment. Skillful in the use of such equipment. Points out equipment problems to supervisors. Always has necessary supplies and equipment to complete assignments.

PADOC.
1/15/91

DEPARTMENT OF PUBLIC SAFETY
WESTERN MICHIGAN UNIVERSITY

Performance Review - Police Officer

Name _____ Social Security Number _____

Length of service as police officer: Year(s) _____ Month(s) _____

Period covered by this review: From _____ to _____

Reason for review: _____ Annual review
 _____ Probationary review
 _____ Other _____

	Rating	Points
Oral Communication	_____	_____
Field Performance: Stress Conditions	_____	_____
Field Performance: Non-Stress Conditions	_____	_____
Officer Safety: General	_____	_____
Officer Safety: With Suspicious Persons/Prisoners	_____	_____
Situation Management: Verbal	_____	_____
Situation Management: Physical Skill	_____	_____
Report Writing: Form Selection/Organization/Details ...	_____	_____
Report Writing: Grammar/Spelling/Neatness	_____	_____
Self-Initiated Field Activity	_____	_____
Problem Solving/Decision Making	_____	_____
Investigative Skill: Establish Elements	_____	_____
Investigative Skill: Interview/Interrogation	_____	_____
Investigative Skill: Evidence	_____	_____
Accident Investigation Skill	_____	_____
Patrol Operation Skill	_____	_____
Radio Use	_____	_____
State Criminal Statutes/Local Ordinances	_____	_____
Laws of Arrest, Search, Seizure/Criminal Procedure ...	_____	_____
Motor Vehicle Code/University Traffic Ordinance	_____	_____
Driving Skill	_____	_____
Relationships With Citizens	_____	_____
Equipment Use/Maintenance	_____	_____

Total Points _____

Numerical average (total points/number of factors rated) _____

<u>Ratings</u>	<u>Points</u>
Superior	+2
Acceptable	+1
Unacceptable	-1
Not Applicable	0 (Reflects a situation where there is not enough information available to adequately rate the factor.)

See police officer factor descriptions document for specific guidelines for evaluating each factor.

Sergeant's Signature Date Deputy Chief's Signature Date

SUMMARY EVALUATION: Check the evaluation which, on an overall basis considering all relative factors, most closely reflects performance of this police officer in relationship to job requirements. The summary evaluation reflects the professional judgment of the supervisor about the officer's overall performance; it is not a numerical average of the ratings of individual factors.

- _____ Superior: Performance is in excess of normal performance expectations.
- _____ Acceptable: Employee meets normal job requirements.
- _____ Unacceptable: Reflects unacceptable level of performance; improvements must take place before performance will be acceptable.

SUPERVISOR'S COMMENTS:

ACTION PLAN: If overall evaluation or parts thereof are unacceptable, list the problem areas and specify improvements that need to be made.

POLICE OFFICER COMMENTS:

This evaluation was discussed with me on: _____

Police Officer's Signature

Your signature is required to attest to the fact that you have been made aware of the rating. Your signature does not bind you to agreement or disagreement with the rating.

WESTERN MICHIGAN UNIVERSITY

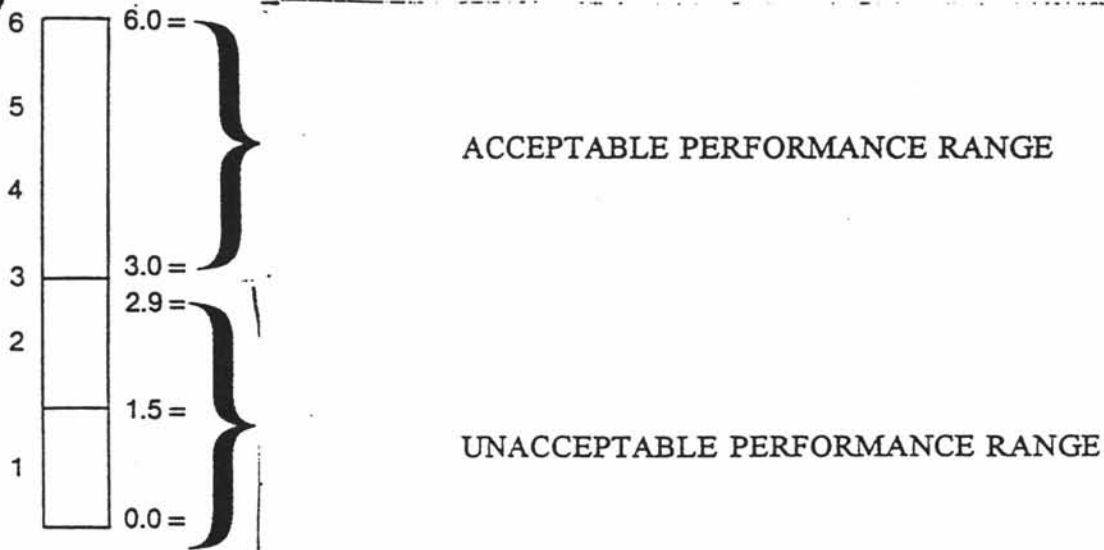
PERFORMANCE APPRAISAL

(for University Police Department Detectives)

GENERAL INFORMATION

Name _____ Social Security Number: _____
Department: _____ Service Date in Current Position: _____
Current Position Title: _____ Job Number: _____
Current Pay Grade: _____ Supervisor's Name: _____
Review Period _____ From _____ To _____ Supervisor's Job Number: _____

OVERALL EVALUATION SCALE DEFINITIONS



DATE OF OVERALL SCORE: _____ OVERALL SCORE (this evaluation period): _____

NOTE: COPIES MUST BE DISTRIBUTED TO THE FOLLOWING AT THE BEGINNING AND END OF THE REVIEW PERIOD: Supervisor; Employee; Department of Human Resources

**SECTION I
Review Period:**

Submit a copy of this page to the Department of Human Resources at beginning of the review period.

Name _____
Job # _____
Dept. _____

From _____ To _____

ACCOUNTABILITIES / RESPONSIBILITIES Expected Accomplishments Minimum of Four (4) Required With Maximum of Ten (10)	PERFORMANCE MEASURES / STANDARDS How the accomplishments will be measured NOTE: There may be more than one performance measure for each accountability.	Weight (Minimum 5%)

Must Total _____ Total _____
100% ▶

**SIGNATURES For Establishment of Accountabilities and Measures
EMPLOYEE SHOULD SIGN LAST**

1. _____ Date _____
 Immediate Supervisor/Reviewer

2. _____ Date _____
 Unit Head (If different than above)

3. _____ Date _____
 Next Level Administrator (When Required)

4. _____ Date _____
 Employee (Indicates Receipt of Form)

SECTION III: ADDITIONAL FACTORS INFLUENCING PERFORMANCE

Supervisors should review and comment on factors such as attitude, attendance, punctuality, initiative, courtesy, and affirmative action as they relate to job performance. Factors which are critical to the position should be specifically incorporated into the accountabilities and measures sections of the review form—Section I.

SECTION IV: SUPERVISOR'S GENERAL COMMENTS AND/OR SUGGESTIONS
(Use additional sheets if necessary)

SECTION V: EMPLOYEE'S COMMENTS
(Use additional sheets if necessary)

SECTION VI: FINAL EVALUATION SIGNATURE AREA—END OF REVIEW PERIOD
(Evaluation of employee's performance according to measures)
EMPLOYEE SHOULD SIGN LAST

_____ Immediate Supervisor/Reviewer	_____ Date
_____ Unit Head (If different than above)	_____ Date
_____ Next Level Administrator (When required)	_____ Date
_____ *Employee (Receipt of rating)	_____ Date

APPENDIX E

RULES OF CONDUCT

The Association agrees that officers shall recognize and abide by the General University Rules of Conduct for Police Officers and Detectives.

These rules shall be effective as of the start of this Agreement, which shall be effective with the execution of this Agreement, and shall not be subject to grievance as "new" or "revised" rules.

By: Gary Julian
For the Association

By: James Thompson
For Western Michigan University

Date: 12-03-97

Date: December 3, 1997

APPENDIX F

AGREEMENT REGARDING CONTRACT IMPLEMENTATION

The parties agree that, while the term of the Agreement is July 1, 1996 to July 1, 1999 and while the wage portion of the Agreement shall be retroactive as specified in Appendix A, the other provisions of the Agreement shall be implemented effective with the execution of the Agreement.

By: Mary Julian
For the Association

By: Arne Thompson
For Western Michigan University

Date: 12-03-97

Date: December 3, 1997

APPENDIX G

LETTER OF UNDERSTANDING - COMMUNITY POLICING OFFICER

The Department of Public Safety has received a three (3) year federal grant for a community policing officer (CPO). This person will be selected from non-probationary officers. Interested officers will be asked to submit a letter of intent and a resume. Three officers will be selected to be interviewed. The Deputy Chief will conduct an oral board consisting of himself, a residence hall director, and an individual appointed by the Office of Student Life. A recommendation will be made to the Director, who is responsible for the final selection.

The appointment will be for three years, but reviewed annually. Either the assigned officer or the Director may elect to discontinue the assignment during the annual review or under emergency circumstances.

The work schedule will be assigned by the Deputy Chief, however, it is anticipated the normal shift will be Monday through Friday. Work hours will have to be flexible; however, it is anticipated that the normal hours of work may be 10:00 a.m. to 6:00 p.m.

Job Duties currently under consideration are as follows:

- Presenting crime prevention programs
- Presenting orientation programs
- Investigating larcenies and vandalism
- Interacting with students in the residence halls
- Developing and implementing community policing programs and activities

A performance review will be created utilizing the form used for detectives. The CPO and the Deputy Chief will discuss the specific performance measures for the annual review.

GENERAL UNIVERSITY RULES OF CONDUCT
FOR POLICE OFFICERS AND DETECTIVES

Section 1: For violation of any of the following rules, an employee shall be subject to penalties ranging from a formal written reprimand up to and including discharge for the first or single violation.

- A. Neglect of duty;
- B. Insubordination or refusal to comply with employer's instructions, unless such instructions are injurious to the employees' safety and health;
- C.
 - 1. Immoral or indecent conduct on University property;
 - 2. Conviction of a felony; or
 - 3. Conviction of a misdemeanor involving moral turpitude while an employee of the University;
- D. Intentional falsification of personnel records, payroll reports, or other University records;
- E. Theft, intentional destruction, or defacing of University, employee or student property;
- F. Deliberate or careless conduct endangering the safety or self or other employees, including the provocation or instigation of a fight during working hours or on University property;
- G. Consuming alcoholic beverages while on duty, or the personal (non-job-related) possession or the consumption of illegal drugs while on duty. Reporting for work or working in an unsafe condition which includes, but is not limited to, being under the influence of alcoholic beverages or drugs. An employee who so reports or works shall be sent home for the remainder of the day without pay, as well as subject to discipline under this rule.
- H. Abusive, threatening, or coercive treatment of another employee, a student, or a member of the public while on duty or on University property.
- I. For other offenses of equal magnitude to the above, including, but not limited to, violation of a general order.

Section 2: For the commission of any of the following offenses, an employee shall receive a formal written reprimand. If an employee receives three (3) written reprimands (for the same or different offenses) within a period of twelve (12) consecutive months, he/she shall, along with the third such reprimand, receive an unpaid disciplinary suspension for a period of time of not less than one (1) working day or more than one (1) work week, commensurate with the severity of the accumulated offenses. If an employee receives four (4) written reprimands, (for the same or different offenses) within a period of twelve (12) consecutive months, the employee shall, at the time of the issuance of the fourth such reprimand, be subject to discharge.

- A. Excessive Absenteeism. Excessive absenteeism is defined as four (4) or more occasions of absence within any consecutive twelve- (12) month period. Absences for a continuous period of up to three (3) days shall be counted as one (1) occasion. Absences which have been certified by a proper, acceptable physician's statement indicating that the officer, spouse, dependent child, or other dependent living in the officer's household, was seen and examined by the physician during the absence will not be counted as an absence

contributing to excessive absenteeism under this rule. Physician's statements must be submitted by the officer to the deputy chief on the day of return to work in order to be acceptable. When an officer is absent from work due to his/her qualification for and having been granted a leave of absence under the federal Family and Medical Leave Act, the absence shall be considered as excused and will not count toward excessive absenteeism.

- B. Excessive Tardiness. Excessive tardiness is defined as two (2) or more incidents of tardiness within any consecutive six- (6) month period. A tardiness of one (1) hour or more shall be counted as an instance of absence. It is further provided, however, that any one (1) tardiness to a court appearance that affects the outcome of the case shall result in a reprimand for each incident of tardiness.
- C. Inattentiveness to work; failure to start work at the designated time; quitting work before proper time or leaving assigned work area, building, or project during working hours without authorization from appropriate supervisor;
- D. Posting unauthorized materials on walls or bulletin boards; defacing or removing authorized material from bulletin boards;
- E. Violation of a safety rule or safety practice;
- F. Smoking in posted prohibited areas;
- G. Failure to report for work without giving the supervisor or department head notice of absence in accordance with departmental rules;
- H. Vending, soliciting, or collecting contributions on the University's time or premises without prior appropriate authorization from the University;
- I. Gambling, lottery, or any other game of chance on the employer's premises during working hours;
- J. Knowingly admitting an unauthorized person or persons into any locked or restricted building or area of the campus;
- K. Any other offense of equal magnitude to the above, including, but not limited to, violation of a general order.