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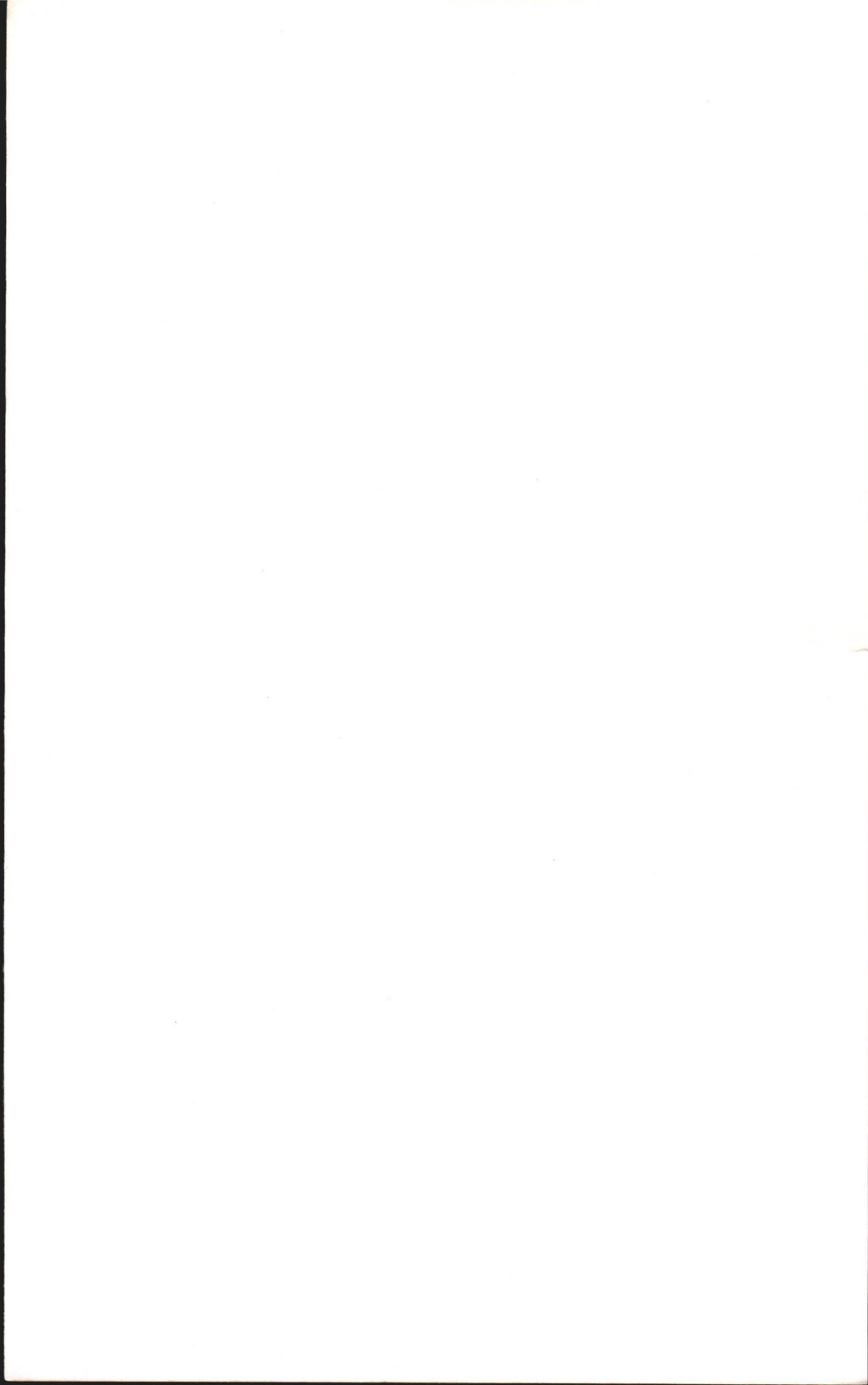
# Eastern Michigan University and



*Eastern Michigan University*

## The Eastern Michigan University Chapter of the Police Officers Labor Council (Sergeants)

Michigan State University May 21, 1996  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY



**Agreement Between  
Eastern Michigan University  
and  
The Eastern Michigan University  
Chapter of the Police Officers Labor Council**

**May 21, 1996**

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## **ARTICLE I      AGREEMENT**

- 1 This Agreement is entered into by and between Eastern Michigan University and the Eastern Michigan University Chapter of the Police Officers Labor Council.

## **ARTICLE II      DEFINITIONS**

- 2 A. The term UNIVERSITY when used in this Agreement shall refer to Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its agents.
- 3 B. The term ASSOCIATION when used in this Agreement shall refer to the Eastern Michigan University Chapter of the Police Officers Labor Council, and its agents.
- 4 C. The term BARGAINING UNIT when used in this Agreement shall refer to all employees collectively covered by the terms of ARTICLE V, Recognition.
- 5 D. The term EMPLOYEE when used in this Agreement shall refer to a person employed by the University in the bargaining unit as defined in ARTICLE V, Recognition.
- 6 E. The term FULL-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work eighty (80) hours, biweekly.
- 7 F. The term PART-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work less than eighty (80) hours, biweekly.
- 8 G. The terms, DIRECTOR, CAMPUS POLICE; DIRECTOR OF EMPLOYEE RELATIONS; and DIRECTOR, PERSONNEL SERVICES; when used in this Agreement shall be construed to also include their designated representatives.
- 9 H. The term ASSOCIATION PRESIDENT when used in this Agreement shall be construed to also include his designated representative.
- 10 I. Pronouns of masculine or feminine gender shall include each other.

## **ARTICLE III      AGREEMENT CONSTRUCTION**

- 11 The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

## **ARTICLE IV      GENERAL PURPOSE AND INTENT**

- 12 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the University and the Association. The University and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives.

## **ARTICLE V      RECOGNITION**

- 13 Pursuant to and in accordance with Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act No. 336 of the Public Acts of 1947, as amended, the University recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment for all employees within the following bargaining unit as certified by Case No. R79 G-314 of the State of Michigan, Department of Labor, Employment Relations Commission.
- 14 Included: All regular full-time and regular part-time employees holding the classification of Sergeant, Campus Police, employed by Eastern Michigan University at its Ypsilanti, Michigan, installation.
- 15 Excluded: All executive and administrative officers; student employees; temporary employees; supervisors; confidential employees; all employees holding the classifications of Director, Campus Police; Lieutenant, Campus Police; Detective, Campus Police; Officer, Campus Police; Student Officers; and all other employees of the University not hereinabove expressly included in the bargaining unit as above defined.

## **ARTICLE VI      NONDISCRIMINATION AND FAIR EMPLOYMENT PRACTICES**

- 16 A. The University and the Association recognize their respective responsibilities under Federal, State, and local laws relating to fair employment practices and hereby agree that in accordance with such responsibilities neither party shall discriminate against any employee or applicant for employment on the basis of race, sex, marital status, age, color, religion, or national origin.
- 17 B. The University and the Association agree neither party shall discriminate against, restrain or coerce any employee because of, or with respect to, any lawful Association activity or the employee's membership or non-membership in the Association.



**ARTICLE VII     MANAGEMENT RIGHTS OF THE  
UNIVERSITY**

- 18 A. The University hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the University including, but without limiting and generality of the foregoing, the right to:
- 19     1. the executive management and administrative control of its operation;
- 20     2. manage its affairs efficiently and economically, including the right to determine the quantity and quality of services to be rendered, all matters pertaining to the source, purchase and control of materials, supplies, tools and equipment to be used, and whether to continue or discontinue any services, material or method of operation;
- 21     3. subcontract or purchase any or all work, processes or services, construct new facilities or improve existing facilities;
- 22     4. determine all management, financial, employment, and educational policies;
- 23     5. determine the number and placement or relocation of its operational facilities, including the establishment or relocation of buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities;
- 24     6. manage and direct the work force, including the right to assign work, determine the number of employees assigned to operations, and assign, schedule, hire, promote, demote, transfer, and layoff employees;
- 25     7. establish, modify, combine, or discontinue job classifications, and to establish wage rates for any new or changed classifications;
- 26     8. establish, modify, or change any lunch periods, rest periods and cleanup times, starting and quitting times, and the hours of work;
- 27     9. introduce new equipment, methods, machinery or processes, change or eliminate existing equipment or institute technological changes;
- 28     10. establish, modify, or change any work schedules, business hours, or days of work;
- 29     11. adopt, revise, eliminate and enforce any work rules, regulations, policies,

- practices or requirements, and carry out cost and general improvement programs;
- 30 12. determine the size of the work force and increase or decrease its size;
- 31 13. permit University employees not included in the bargaining unit to perform bargaining unit work when in the opinion of management it is necessary to do so;
- 32 14. discipline the work force, including the right to warn, reprimand, suspend, and discharge employees for just cause;
- 33 15. select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work, including physical qualifications and conditions; and,
- 34 16. determine the size of the management organizations, its functions, authority, amount of supervision, and table or organization.
- 35 B. The exercise of the foregoing and all other powers, rights, authority, duties, and responsibilities by the University, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE VIII ASSOCIATION SECURITY**

### **A. ASSOCIATION MEMBERSHIP**

- 36 1. As a condition of employment, all present employees covered by this agreement and employees hired, rehired, reinstated, or transferred into the bargaining unit shall tender the initiation fee and become members of the Association or shall pay service fees in an amount equal to dues uniformly required for membership in the Association, less any amount which may presently or in the future be expended by the Association from membership dues for political purposes or any other purposes not directly related to the cost of negotiation and administration of the labor agreement on or before thirty-one (31) calendar days after the effective date of this Agreement or their date of employment, or transfer into the bargaining unit, whichever is later; and shall continue such membership or pay such service fees as a condition of continued employment.
- 37 2. Employee shall be deemed to be in compliance within the meaning of this

section if they are not more than sixty (60) days in arrears in payment of such membership dues or service fees.

B. CHECKOFF

- 38 1. During the life of this Agreement and in accordance with the terms of the University's Deduction Authorization Form and to the extent the laws of the State of Michigan permit, the University agrees to deduct the Association membership dues levied in accordance with the Association's Constitution, or a service fee in an amount as hereinabove provided, from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the University. The Association's Financial Officer shall submit to the University's Payroll and Employee Relations Office written certification of the amount of dues or service fees to be deducted pursuant to the provisions of this Article.
- 39 2. Employees may have monthly membership dues or service fees deducted from their earnings by signing the Authorization Form or they may pay dues or fees directly to the Association.
- 40 3. A properly executed copy of such Authorization Form is required for each employee for whom the Association membership dues or service fees are to be deducted hereunder. Deductions shall be made only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form which is incomplete or in error will be returned to the Association's Financial Officer by the University.
- 41 4. Checkoff deductions under all properly executed Authorization Forms shall become effective at the time of application is tendered to the University and, if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.
- 42 5. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association or where a deduction is not in conformity with the provisions of this Agreement, refunds to the employee will be made by the Association.
- 43 6. All sums deducted by the University shall be remitted to the Association's Financial Officer once each month within ten (10) calendar days following the pay day in which deductions were made together with a list which identifies:
  - 44 a. current employees for whom membership dues or service fees have been deducted;

- 45           b. the amount deducted from the pay of each employee; and,
- 46           c. the names of any employees who have terminated their Checkoff  
Authorization during the previous month. Employees may terminate  
such Checkoff only in accordance with the terms and conditions  
set forth in the University's Deduction Authorization Form.
- 47       7. The University shall not be liable to the Association by reason of the  
requirement of this Agreement for the remittance or payment of any sum  
other than that constituting actual deductions made from wages earned by  
employees.

C. FAILURE TO COMPLY

- 48       1. An employee in the bargaining unit who is more than sixty (60) days in  
arrears in payment to the Association of either periodic and uniformly  
required membership dues or, in the alternative, service fees in an amount  
as hereinabove set forth, shall be terminated by the University, provided the  
following stipulations are adhered to:
- 49           a. The Association shall notify the employee in writing through personal  
service or certified mail that he is delinquent in not tendering required  
membership dues or service fees. Such notice shall also specify the  
current amount of the delinquency, the period of delinquency, and warn  
the employee that unless delinquent dues or service fees are tendered  
within thirty (30) calendar days of receipt thereof, the employee shall be  
reported to the University for termination as provided for in this Article.
- 50           b. The Association shall give a copy of the letter sent to the employee and  
the following written notice to the Director of Employee Relations at the  
end of the thirty (30) day period set forth in Section (a) above:
- 51           The Association certifies that (Name) has failed to tender either the  
periodic and uniformly required membership dues or service fees  
required as a condition of continued employment under the collective  
bargaining Agreement and demands that under the terms of this Agree-  
ment the University terminate this employee.
- 52           A copy of such notice shall at the same time be given by the Association  
to the employee.
- 53       2. Within ten (10) calendar days of receipt of such notice, the Director of  
Employee Relations shall communicate the Association's request for  
termination to the employee and advise such employee that he must pay all  
back dues or service fees owed the Association within ten (10) calendar  
days of receipt of such communication from the University (unless other-  
wise extended by the Association and the University) or he shall be  
terminated.

**D. SAVE HARMLESS**

- 54 The Association shall protect and save harmless the University from any and all claims, demands, costs, units, reasonable counsel fees, and other forms of liability by reason of action taken or not taken by the University for the purpose of complying with this Article.

**E. DISPUTES**

- 55 Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, commencing at Step III.

**ARTICLE IX STRIKES AND LOCKOUTS**

- 56 A. It is agreed on the part of the University that it shall not lockout employees during the term of this Agreement.

- 57 B. On the part of the Association it is agreed that under no circumstances shall the Association, its officials, agents, employees or its members directly or indirectly cause, instigate, support, encourage, or condone, nor shall any employee directly or indirectly take part in any action against or any interference with the operations of the University by striking or engaging in any form of work stoppage, sit-down, stay-in, slow-down or curtailment of work at any location whatsoever during the term of this Agreement.

- 58 1. In the event of any of the aforestated actions or interference the Association agrees that it shall, without any delay, take whatever affirmative action is necessary to prevent and bring about the termination of such action or interference. Such affirmative action shall include the immediate disavowal and refusal to recognize any such action or interference. Further, the Association shall immediately instruct any and all employees to cease their misconduct and shall inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action, including discharge. Further, the Association shall advise all such employees that;

- 59 a. the Association has not authorized the strike, slow-down, or suspension of work and does not approve or condone it; and,

- 60 b. they should immediately return to their respective jobs and submit any grievances they may have to the Grievance Procedure provided for in the collective bargaining Agreement.

- 61 2. In addition, the Association shall, upon request of the University and within twelve (12) hours of any such action or interference, deliver the following notice to the University for publication to each employee and, at the University's discretion, to the general news media:

- 62 "To all employees of Eastern Michigan University represented by the Fraternal Order of Police, Michigan Labor Council: You are advised that the action against and interference with the operations of the University which took place (date) is not approved, condoned or authorized by the Association and is in violation of the collective bargaining Agreement. You are directed to cease this action and interference immediately." An authorized official of the Association shall sign the notice.
63. 3. Nothing herein shall preclude the University from seeking legal or other redress of any individual who has caused damage or loss to the University or its property or from taking disciplinary action, including discharge against any employee. Further, any disciplinary action taken by the University shall not be reviewable through the Grievance Procedure, except for the question of fact as to whether the employee took part in any such action or interference, in which case a grievance may be filed at Step III of the Grievance Procedure within three (3) working days of the employee's discipline or discharge.

## ARTICLE X COMMUNICATION

- 64 A. The Association shall provide the University with a list of Association officers, representatives, and alternative representatives. The University shall be notified of any subsequent changes.
- 65 B. Employees shall be responsible for providing the University's Campus Police and Personnel Services Office with changes in their addresses or telephone numbers within three (3) working days of such changes becoming effective, and shall file new W-4 forms with the Payroll Office. Working days as used herein shall mean the employee's working days.
- 66 C. The University shall supply each employee with a copy of this Agreement. The University will provide such copies of the Agreement within sixty (60) calendar days of its ratification by both parties.
- 67 D. The University will, through its Employee Relations Office, keep the Association advised in writing as to its representatives.
- 68 E. The Association shall be furnished information concerning the date of employment, rate of pay and classification of new employees, effective dates of transfers and terminations, and beginning and ending dates of leaves of absence, within fifteen (15) calendar days following the end of each pay period.
- 69 F. The University shall furnish the Association a list of employees in the bargaining unit showing their seniority date, classification and salary rate. Revised lists shall be provided to the Association every six (6) months.

## **ARTICLE XI SPECIAL CONFERENCES**

- 70 Special Conferences may be held at the request of the Association or the University for the purpose of considering matters of mutual interest other than grievances under consideration in the Grievance Procedure, provided mutually acceptable arrangements as to time and place can be made. All such conferences shall be arranged through the Association President and the Director of Employee Relations. It is understood that any matters discussed or any action taken pursuant to such conferences shall in no way change or alter any of the provisions of the collective bargaining Agreement or the rights of either the University or the Association under the terms of this Agreement.

## **ARTICLE XII REPRESENTATION AND RELEASE TIME**

- 71 A. The University shall recognize the Association President as the grievance representative of bargaining unit employees.
- 72 B. If an employee has presented a written grievance to his supervisor and received an unsatisfactory answer, upon request of the employee, the Association President may, with the permission of his immediate supervisor and without loss of regular pay or time, investigate the grievance, discuss the grievance with the employee's supervisor, and attend subsequent Step II and Step III grievance hearings as provided for in the Grievance Procedure.
- 73 C. The privilege of the Association President leaving work during working hours, with or without loss of regular pay or time, is subject to the approval of the supervisor and is further subject to the understanding that any time off so allowed will be devoted to the prompt handling of grievances and will not be abused. The University retains the right to initiate procedures for the proper accounting of release time as granted pursuant to the terms of this provision.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

### **A. GENERAL PROVISIONS**

- 74 1. Grievances within the meaning of this grievance procedure and arbitration clause shall consist only of disputes arising under and during the life of this Agreement and which pertain to the alleged violation of the Agreement's express written terms and conditions.
- 75 2. Written grievances as required herein shall contain the following:
- 76 a. It shall be signed by the grievant(s) and, where appropriate, the Association President;

- 77           b. it shall contain a synopsis of the facts giving rise to the alleged violation, including its date of occurrence;
- 78           c. it shall cite the specific clause(s) of the Agreement alleged to have been violated; and,
- 79           d. it shall specify the relief requested.

80           Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations hereinafter set forth.

- 81       3. No matter shall be subject to the Grievance Procedure unless it is presented in writing by an aggrieved employee within ten (10) working days of the date the employee or the Association became aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time the grievance is barred.
- 82       4. If the Association fails to appeal a Step I, Step II, or Step III answer, in writing, within the time provided in the Grievance Procedure, or any mutually agreed extension of such time, the University's Step I, II, or III answer shall be considered final.
- 83       5. If the University fails to answer the grievance, in writing, within the time provided in the Grievance Procedure, or any mutually agreed extension of such time, the grievance shall be advanced to the next step of the Grievance Procedure.
- 84       6. If a grievance involves more than one (1) employee or the Association or University believe the processing of a grievance through Step I and II of the Grievance Procedure to be clearly inappropriate, either party may submit a request to the other party to process the grievance commencing at Step III of the Grievance Procedure and, by mutual agreement, the grievance may be so processed.
- 85       7. No employee or group of employees, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.
- 86       8. The resolution of a grievance at Step II or III shall not add to, subtract from, or modify the terms of this Agreement unless done so in writing and approved by the Director of Employee Relations and the Association President. Any agreement reached between the University and the Association shall be binding on the Association, the University, and affected employees.
- 87       9. For purposes of computing working days pursuant to this Article, Saturdays, Sundays, and holidays shall be excluded.



## B. PROCEDURE

### STEP I

- 88 1. An employee with a grievance shall first discuss and try to resolve the matter informally with the University's Step I Representative. If the matter is not thereby resolved the employee may, within ten (10) working days of the occurrence that gave rise to the grievance, reduce the grievance to writing on forms provided by the University and submit it to the University Step I Representative.
- 89 2. Within five (5) working days after receipt of the written grievance, the University's Step I Representative shall give the employee a written answer to the grievance with a copy to the Association President.

### STEP II

- 90 1. If the grievance is not resolved the Association President may, within five (5) working days after receipt of the Step I answer, appeal the grievance, in writing, to the University's Step II Representative.
- 91 2. Within five (5) working days after receipt of the Step II appeal, the University's Step II Representative shall arrange a meeting with the aggrieved employee, the Association President and, at the option of the Association, a representative of the Fraternal Order of Police, Michigan Labor Council, the University's Step I Representative and, at the option of the University, a representative of the Employee Relations Office, to discuss the grievance.
- 92 3. Within ten (10) working days after the Step II meeting, the University's Step II Representative shall give the Association President a written answer to the grievance.

### STEP III

- 93 1. If the grievance is not resolved, the Association President may, within five (5) working days after receipt of the Step II answer, appeal the grievance, in writing, to the Director of Employee Relations.
- 94 2. Within ten (10) working days after receipt of the Step II appeal, the Director of Employee Relations shall arrange a meeting to discuss the grievance with a representative of the Fraternal Order of Police, Michigan Labor Council, the Association President, and the University's Step I and II Representatives.
- 95 3. Within fifteen (15) working days after the Step III meeting, the Director of Employee Relations shall give the Association President a written answer to the grievance.

#### STEP IV ARBITRATION

- 96 1. If the grievance remains unresolved after Step II the Association may submit the grievance to Arbitration by filing a Demand for Arbitration, in writing, with the University's Director of Employee Relations no later than ten (10) working days after receipt of the Step III answer. Attached to the Association's Demand for Arbitration shall be:
- 97 a. a statement identifying the grievance, the provision(s) of the Agreement alleged to have been violated, and the issue(s) to be arbitrated; and,
- 98 b. a list of five (5) neutral persons, currently recognized and serving on the panel of labor-management arbitrators of the Federal Mediation and Conciliation Service and/or the American Arbitration Association, not less than two (2) of which must also be members of the National Academy of Arbitrators. Within five (5) working days after receipt of the Association's Demand for Arbitration, the Director of Employee Relations and a representative of the Fraternal Order of Police, Michigan Labor Council, shall confer for the purpose of selecting a neutral person to arbitrate the dispute. If the parties are unable to agree upon the selection of a neutral person, the Association may file a Demand for Arbitration with the American Arbitration Association. The Demand for Arbitration to the American Arbitration Association shall be written, with concurrent notification thereof to the University's Director of Employee Relations, and must be submitted no later than twenty (20) working days after receipt of the University's Step III answer. Notification to the Director of Employee Relations shall be subject to the same time limitations for filing with the American Arbitration Association. If a Demand for Arbitration is not filed with the University's Director of Employee Relations and the American Arbitration Association within the time limits set forth above, and any mutually agreed extension of such time, the grievance is barred.
- 99 2. Except as might otherwise be agreed in writing between the parties, the grievance will be arbitrated under the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- 100 3. The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the University or the Association, nor shall he exercise any responsibility or function of the University or the Association.
- 101 4. In the event of Arbitration, the fees and approved expenses of the Arbitrator will be shared by the parties equally. Each party shall be responsible for compensating its own representatives and witnesses. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Association and the employee or employees involved.

## ARTICLE XIV DISCIPLINE AND DISCHARGE

### A. GENERAL PROVISIONS

- 102 The University and the Association recognize that it may be necessary to discipline employees for violation of reasonable standards of conduct, University and departmental rules and regulations, general orders, or the terms of this Agreement.

### B. INFRACTIONS

- 103 A minor infraction by an employee shall normally be cause for a written reprimand as an initial discipline step. A major infraction by an employee shall be cause for suspension or discharge as an initial discipline step, depending on the nature of the offense. Subsequent minor and/or major infractions are subject to discipline up to and including discharge, depending on the nature of the offense.

### C. NOTICE OF DISCIPLINE

- 104 The University agrees upon the discipline of an employee to promptly serve written notice thereof upon the employee and the Association President. A copy of the notice of disciplinary action shall be placed in the employee's official personnel file.

### D. REPRESENTATION RIGHTS

- 105 A suspended or discharged employee will be allowed to discuss his suspension or discharge with the Association President before he is required to leave the property of the University. Upon request, a representative of the University will arrange to meet with the suspended or discharged employee and the Association President prior to the employee leaving the premises.

### E. APPEAL OF DISCIPLINE

- 106 Should an employee who receives a written reprimand consider the discipline to be improper, he may initiate a grievance at Step I of the Grievance Procedure within three (3) working days of receipt of notice of the reprimand.
- 107 Should an employee who receives a suspension or discharge consider the discipline to be improper, he may present a grievance, in writing, through the Association President to the Director of Employee Relations at Step III of the Grievance Procedure within three (3) working days of receipt of notice of the suspension or discharge.
- 108 For the purpose of computing working days pursuant to this Article, Saturdays, Sundays, and holidays shall be excluded.

#### F. USE OF PAST RECORD

- 109 In imposing any discipline on a current charge the University agrees not to take into account any discipline imposed against the employee for minor infractions that occurred more than one (1) year previously, or major infractions that occurred more than three (3) years previously (except those which constitute a felony under State or Federal law), provided no such discipline has been taken against the employee during the immediate preceding one (1) or three (3) year period, respectively.

#### G. PERSONNEL RECORD

- 110 Within a reasonable period after request of an employee, the Director of Employee Relations shall meet with the employee and/or the Association President, and the Director, Campus Police, to review the disciplinary actions that are a matter of record in such employee's personnel file and to discuss the continued usefulness of such documentation to the University. If, upon their review, it is agreed that any such documents are no longer useful to the University, the Director of Employee Relations shall permanently remove such documents from the employee's personnel file.

### ARTICLE XV JOB CLASSIFICATIONS

#### A. GENERAL PROVISIONS

- 111 The University and the Association agree upon and accept the job classification specifications in effect at the time of ratification of this Agreement as the basis for payment of wages as provided herein.

#### B. REVISED JOBS AND NEW JOBS

- 112 In the event the University changes a classification specification, or creates a new job in the bargaining unit which is not covered by an existing classification, the University shall notify the Association of the pay rate of the new or revised job and provide the Association with a copy of the official classification specification for the position. If requested within ten (10) working days after receipt of such notification by the Association, the University shall meet with the Association to negotiate the pay rate for the new or revised classification specification. Pending the outcome of the negotiation between the University and the Association as hereinabove provided, any person hired or assigned to work in a new or revised job shall be paid at the rate determined by the University. Retroactive application of pay rates subsequently negotiated and agreed upon between the Association and the University shall not be automatic, but shall be an appropriate subject for negotiation between the parties.

## **ARTICLE XVI    WORK BY NON-BARGAINING UNIT EMPLOYEES**

113 It is recognized by the Association and the University that supervisors, temporary employees, student employees, and other non-bargaining unit employees also perform work of the same type and nature as that performed by bargaining unit members and that this Agreement does not restrict any such work by a non-bargaining unit employee. However, the University does agree that it will not increase the size of its non-bargaining unit supervisory work force for the purpose of replacing bargaining unit employees who are laid off.

## **ARTICLE XVII   PERSONNEL FILES**

### **A.    MAINTENANCE**

114 An official personnel file shall be maintained by the University on each employee. The Personnel Services Office has custody and control of individual personnel files.

### **B.    CONTENTS**

115 Personnel files may contain such items as:

- 116    1.    signed application forms;
- 117    2.    transcripts and other documents describing or supporting claim to academic work;
- 118    3.    letters and other records describing or supporting claim to work experience;
- 119    4.    evaluation records and other documents relating to professional growth or performance;
- 120    5.    documents relating to discipline, resignation or discharge;
- 121    6.    documents indicating special competencies, achievements, or other contributions to the University;
- 122    7.    any statements that the employee wishes to have entered in response to, or in elaboration of, any item in his personnel file;
- 123    8.    medical records; and,
- 124    9.    other records as determined by the University.

### C. ACCESS

- 125 Upon the written request of an employee the Director, Personnel Services, will make the employee's personnel file available for examination, the only exclusion being pre-employment credentials and other confidential documents excluded pursuant to Federal or State statutes. Examination of the personnel file shall be made in the presence of the Director, Personnel Services.
- 126 In accordance with the provisions as herein provided, an employee may authorize a representative of the Association, or other representative, to examine his personnel file. Such representative may also accompany the employee in his review if the employee so desires.

### D. REPRODUCTIONS

- 127 The University agrees to provide employees with a copy of any non-confidential material in their personnel file.
- 128 Any employee desiring a copy of documents in his file shall submit a written request to the Director, Personnel Services, and pay such duplication fees as may, from time to time, be established by the University.

## ARTICLE XVIII SUPPLEMENTAL EMPLOYMENT AND CONFLICT OF INTEREST

- 129 A. An employee's first employment obligation is to the University. No member of the bargaining unit shall be permitted to engage in supplemental employment which, in any way, would interfere, or has the potential of interfering, with the employee's rendering full and faithful service to the University.
- 130 B. All employees engaging in, or in contemplation of entering into, a supplemental employment obligation shall report to the Director, Campus Police, the nature, extent, and expected duration of such work, including the approximate number of hours and time during which the supplemental employment is to occur.
- 131 Reports to the Director, Campus Police, shall be made on forms provided by the University and shall be updated each July 1 and whenever a change in outside employment occurs.
- 132 C. Supplemental employment which does not interfere with an employee's full and faithful service to the University may be undertaken after approval of the Director, Campus Police. Should the Director, Campus Police, determine that the employee's supplemental employment is not in keeping with the limitations and requirements provided above, the employee may be requested to end or modify such supplemental employment.

- 133 D. An employee's failure to report supplemental employment as herein provided, or refusal or failure to modify or terminate supplemental employment as requested by the Director, Campus Police, shall constitute just cause for his dismissal of employment with the University.
- 134 E. Should an employee feel he has been unreasonably denied an opportunity to engage in supplemental employment, such matter may be made the subject of a Special Conference.

## ARTICLE XIX HOURS OF WORK

### A. WORK SCHEDULE

- 135 1. The regular work schedule for full-time employees shall consist of eighty (80) hours, biweekly. The regular workday and work shift for full-time employees shall be scheduled in periods of eight (8) consecutive hours. The time and duration of lunch periods shall be determined by the University.
- 136 2. The regular work schedule and work hours for part-time employees shall be at the discretion of the University.
- 137 3. This provision shall in no way be construed as a guarantee of work or pay.
- 138 4. The University agrees to post a work schedule in a central location within the Campus Police Department. If revisions occur in the work schedule subsequent to its original posting, the affected employee(s) shall be notified of the revision, except in emergency situations, at least five (5) days in advance of the change becoming effective. In cases of emergency, no advance notice must be given.

### B. WORK SHIFTS AND SHIFT PREMIUMS

- 139 1. The normal day (first) shift shall be any shift that regularly starts between the hours of 5:00 a.m. and 1:59 p.m.
- 140 2. The normal afternoon (second) shift shall be any shift that regularly starts between the hours of 2:00 p.m. and 8:59 p.m. A full-time employee working on the afternoon shift shall receive a premium of thirty (\$0.30) cents per hour.
- 141 3. The normal evening (third) shift shall be any shift that regularly starts between the hours of 9:00 p.m. and 4:59 a.m. A full-time employee working on the evening shift shall receive a premium of forty (\$0.40) cents per hour.
- 142 4. A full-time employee who may work a split shift (swing shift) shall receive

a premium of forty (\$0.40) cents per hour.

- 143 5. Shift premiums are to be added to total wages, they do not increase the hourly, weekly, or biweekly salary rates.

C. SHIFT PREFERENCE

- 144 1. Employees may exercise shift preference on the basis of seniority, subject to the right of the Director, Campus Police, to deny general or specific shift changes for the purpose of retaining experienced seniority employees on specific shifts or for otherwise maintaining effective operations as he deems necessary and in the best interest of the Department. The Director's decision shall not be arbitrary or capricious.
- 145 2. When approved by the Director, Campus Police, shift changes shall normally be made at the beginning of the Fall, Winter, and Spring terms. If an employee feels he has been unreasonably denied the right to exercise his shift preference, such matter may be made the subject of a Special Conference.

D. CALL-IN PAY

- 146 1. If an employee is called in by the University for emergency duty not scheduled in advance and which is outside of and not continuous with his regular work period, he shall be guaranteed at least three (3) hours pay at the rate of one and one-half (1 1/2) times his regular hourly rate of pay, plus shift premium if applicable or, at the discretion of the University, receive four and one-half (4 1/2) hours compensatory time off.
- 147 2. If an employee is called in by the University for consultation with prosecuting attorneys, appearances in court, or to sign complaints, outside of and not continuous with his regular work period he shall be paid a minimum of three (3) hours pay at the rate of one and one-half (1 1/2) times his regular hourly rate of pay or, at the discretion of the University, receive four and one-half (4 1/2) hours compensatory time off.

E. OVERTIME

- 148 1. Overtime shall be assigned at the discretion of the University, except as expressly limited herein.
- 149 2. Regular, bargaining unit Sergeants shall be given preference for bargaining unit overtime and shall be offered overtime assignments prior to utilizing "temporary" or "acting" Sergeants for such purposes.
- 150 3. Employees required and scheduled to work more than eight (8) hours per day or forty (40) hours per week shall be paid at the rate of one and one-half



(1 1/2) times their regular hourly rate of pay for each hour worked in excess of eight (8) hours per day or forty (40) hours per week or, at the discretion of the University, receive compensatory time off at the rate of one and one-half (1 1/2) hours for each hour worked in excess of eight (8) hours per day or forty (40) hours per week.

- 151 4. For the purpose of computing overtime pay for over forty (40) hours in an employee's work week, a paid holiday, paid sick day, paid vacation day, or other authorized paid leave day will be counted as time worked.

F. COMPENSATORY TIME BANK

- 152 1. Bargaining Unit members shall be permitted to bank a maximum of 120 hours of earned overtime to be used for the purpose of taking compensatory time off, subject to the following limitations:

153 a. Earned and banked overtime shall be expended prior to June 30 of each year. Sergeants whose banked compensatory time is not expended prior to June 30 shall be compensated for such time at the rate set forth in XIX.E.3 above.

154 b. The scheduling of time off taken for utilizing overtime hours banked as compensatory time shall be at the sole discretion of the University.

G. TRADING TIME

- 155 In those situations where the University will not incur an overtime obligation and the Director, Campus Police, at his/her discretion, shall so approve, employees may trade individual work days or work shifts.

**ARTICLE XX PROBATIONARY EMPLOYEES**

156 A. The Association shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of work, and other conditions of employment. However, it is agreed by both parties that during an employee's probationary period all matters concerning the discipline, demotion, layoff, or termination of such employee shall be at the discretion of the University and shall be specifically and expressly excluded from the Grievance and Arbitration provisions of the collective bargaining Agreement.

157 B. Except as otherwise provided in paragraph C below, each employee shall be on probation for the first twelve (12) months of employment as a regular employee in the bargaining unit. The probationary period may be extended by the Director, Campus Police, for an additional three (3) month period by serving written notice thereof on the employee not later than the date on which the employee's regular probationary period is scheduled to expire. An employee

shall have no seniority during his probationary period. Upon completion of the probationary period, the employee shall be credited with seniority as provided for in Article XXI, Seniority, and placed on the Seniority List of the Bargaining Unit.

- 158 C. An employee who has held a regular position carrying the rank of Sergeant or above within the Campus Police Department for a minimum period of twelve (12) consecutive months preceding this transfer into the bargaining unit shall not be subject to a probationary period and shall be credited with seniority as provided for in Article XXI, Seniority.

## **ARTICLE XXI SENIORITY**

### **A. GENERAL PROVISIONS**

- 159 1. Each regular employee who completes his probationary period or is not subject to a probationary period pursuant to the provisions of Article XX (C) shall, irrespective of his bargaining unit status at the time he held such positions, be credited with seniority for all periods of appointment to regular positions in which he has held the rank of Sergeant, Lieutenant, Director, or other positions equivalent to or superior to that of Sergeant, within the Campus Police Department.
- 160 2. A seniority employee who transfers or is transferred to a non-bargaining unit position outside the Campus Police Department or within the Campus Police Department but below the rank of Sergeant shall, upon his return to the bargaining unit, be credited with all seniority earned prior to his transfer outside the bargaining unit.
- 161 3. A seniority employee who transfers or is transferred to a non-bargaining unit position within the Campus Police Department and equivalent to or superior in rank to that of Sergeant (e.g. Lieutenant, Captain, Director, etc.) shall, upon his return to the bargaining unit, be credited with all seniority earned prior to his transfer outside the bargaining unit and, in addition thereto, shall also be credited with seniority for all periods during which he held such non- bargaining unit position(s).
- 162 4. If two (2) or more employees have the same seniority they shall be ranked by their total length of service as a regular full-time employee within the Campus Police Department. If there continues to be a tie, the tied employees shall be ranked according to their respective Social Security numbers, the employee with the lowest number being given the highest rank.
- 163 5. An employee granted a leave of absence pursuant to this Agreement shall retain and continue to accumulate seniority in accordance with those provisions governing such leave of absence.

#### B. SENIORITY OF ASSOCIATION PRESIDENT

- 164 1. Notwithstanding his position on the seniority list, in the event of a layoff the Association President shall be continued at work as long as there is a job in the Campus Police Department in his classification and provided he has acquired seniority status. Superseniority status shall not be available to any probationary employee.
- 165 2. In the event that the Association President has superseniority status and is nonetheless laid off he shall be recalled to the first open position to arise in his classification in the Campus Police Department.
- 166 3. The right of the University to transfer or reassign an employee pursuant to the provisions of this Agreement shall not be affected by the fact that the employee is the Association President.

#### C. LOSS OF SENIORITY

- 167 An employee shall lose his seniority and shall be terminated for the following reasons:
- 168 1. He voluntarily terminates his employment with the University.
- 169 2. He is discharged for just cause and such discharge is not reversed through the Grievance Procedure.
- 170 3. He retires.
- 171 4. He is absent from his job for three (3) consecutive working days without notifying the University, unless unable to do so for reasons beyond his control. After such absence, the University shall send a written notification to the employee, at his last known address, that he has lost his seniority and his employment has been terminated.
- 172 5. He does not return to work within five (5) working days when recalled from layoff. In proper cases exceptions may be made.
- 173 6. He fails to return to work within the time limits of a leave of absence or an extended leave of absence.
- 174 7. He is laid off for a period exceeding one (1) year.

#### D. LAYOFF AND RECALL

- 175 In recognition of the small number of supervisory positions within the Campus Police Department and the long-term and short-term benefits to the University and employees which may result from permitting more senior higher ranked employees

to have preference for retention in the event of a reduction in staff, the parties have agreed as follows:

- 176 1. In the event the University determines it is necessary to reduce the number of employees or discontinue a position within the Campus Police Department to which a member of its non-bargaining unit or bargaining unit work force is assigned, the University shall first determine which non-bargaining unit employees, if any, shall be laid off. Should the University deem it necessary to layoff a non-bargaining unit employee and, further, elect to reassign such non-bargaining unit person to a position covered by the terms of this Agreement in lieu of direct layoff, such person shall be credited with seniority as if he were a regular bargaining unit employee, in accordance with Section A above, and shall be placed on the bargaining unit seniority list. The University shall then determine its desired staffing levels within the bargaining unit. If reductions within the bargaining unit are deemed necessary, the following order of work force reduction shall apply:
- 177 a. Any temporary employees in an affected bargaining unit classification will be terminated prior to the layoff of a bargaining unit employee;
- 178 b. any probationary employees in an affected bargaining unit classification will be terminated prior to the layoff of a seniority employee; and,
- 179 c. the employee(s) with the least seniority on the bargaining unit seniority list, in an affected classification, shall be the first to be laid off and so forth on down the list until the desired staffing level is attained.
- 180 2. When the work force is increased after a layoff employees with the most seniority, in an affected classification, shall be the first to be recalled, provided the greater seniority employees are able to perform the available work. The University shall not be required to recall an employee to a position higher than the position from which he was laid off or displaced or which he has not previously performed.
- 181 3. Any employee who is recalled from a layoff shall be restored his seniority including that which he otherwise would have acquired during the period of his layoff.
- 182 4. Notice of recall shall be sent to the employee at his last known address by certified mail. If an employee fails to report for work within five (5) working days from the date of delivery of notice of recall he shall be considered a quit. Extensions may be granted by the University in proper cases.
- 183 5. Any employee exercising his seniority under the Layoff and Recall procedures provided above must be qualified to perform the work of the employee he is displacing or the work of a vacant position to which he may

be assigned; such employee may be disqualified from performing such work either:

- 184 a. if such employee's employment record with the University indicates that there is no reasonable expectancy that he would be qualified to perform the job; or,
- 185 b. if it is determined by the University during the first sixty (60) calendar days the employee has worked in the new job that such employee does not have the ability to perform the job. Any employee disqualified from a job as provided herein may then exercise his seniority right as herein above provided and the employee displaced will be returned to the job.

#### E. REGULAR JOB VACANCIES

- 186 1. Regular bargaining unit vacancies shall be published in the University publication (FOCUS), and during periods when the FOCUS is not published, by special memorandum by the Personnel Services Office. Such notice shall include the date of posting, classification, rate of pay, and final date of acceptance of application, which shall be no less than the sixth (6th) working day following the posting. The University may temporarily fill such a vacancy during the posting and selection process.
- 187 2. Job awards shall be made to the best qualified applicant. The University shall make its selection of the best qualified applicant on the basis of its judgement of the skill, experience, education, ability, and other qualifications of those applying.

### ARTICLE XXII LEAVES OF ABSENCE

#### A. PERSONAL LEAVE

- 188 1. An unpaid personal leave of absence may be approved or denied at the discretion of the University and, as a general rule, will only be approved for those employees who have acquired seniority status under this Agreement and who show exceptional need. Eligible employees desiring a personal leave of absence shall make written application through the Director, Campus Police, to the Director, Personnel Services.
- 189 2. Upon good cause shown by the applicant, the Director, Personnel Services, with the concurrence of the Director, Campus Police, may approve an unpaid personal leave for up to three (3) months. Upon like cause shown, such leave of absence may be extended for successive periods of up to three (3) months, not to exceed one (1) year for the total period of the leave.

- 190 3. Leaves of absence as herein provided will not be granted an employee who is laid off and will not be extended if the employee would have been laid off had he been working during the leave.
- 191 4. Seniority will accumulate for a period not to exceed thirty (30) days of an employee's personal leave of absence.

#### B. MEDICAL LEAVE OF ABSENCE

- 192 A seniority employee unable to work because of sickness or injury shall, upon written request, be placed on a Medical Leave of Absence without pay for up to three (3) months after exhausting all rights to paid sick leave, provided appropriate requested medical information is provided. Maternity disabilities shall be considered medical disabilities for purposes of this provision.
- 193 The Employer may require such medical information as is appropriate to evaluate a request for medical leave of absence or extension of a medical leave of absence.
- 194 A Medical Leave of Absence may be extended, but such leave and any extension when taken together shall not exceed an employee's seniority at the time such leave begins or two (2) years, whichever is less. Seniority will accumulate for a period not to exceed thirty (30) days during such a leave.
- 195 An employee who is disabled and receiving compensation pursuant to the Workers' Compensation Act, shall be granted a leave of absence under the Medical Leave provision. Such a leave may be extended for one (1) additional year. However, seniority shall not accumulate beyond the first two (2) years of such a leave.
- 196 The University may also require such medical information as is appropriate to certify an employee's ability to return to work following a Leave of Absence due to medical disability.

#### C. RESERVIST DUTY LEAVE

##### 1. Annual Duty Leave

- 197 a. Upon prior written request, a regular employee who is a member of the National Guard or organized Reserves of an United States Military Service shall, when ordered to annual training duty, be granted a military leave of absence for a period not to exceed ten (10) working days in any calendar year. Seniority will accumulate for a period not to exceed thirty (30) days during such leave.
- 198 b. If a seniority employee's military pay is less than his regular University salary, the University agrees to pay the employee the difference between his regular University salary as computed on a daily basis and the employee's daily military salary, for a period not to exceed ten (10) working days in any calendar year. To establish his entitlement to

supplemental wages payable by the University as hereinabove provided, the employee must provide satisfactory proof to the University of his daily military salary.

199 c. The employee may use accrued vacation time in lieu of the provisions for supplemental pay set forth in paragraph (b) above.

2. Emergency Duty Leave

200 A regular employee who is a member of the National Guard or organized Reserves of an United States Military Service and who is ordered to emergency duty because of riot, flood, or other disaster shall be granted an unpaid leave of absence for the duration of that emergency duty. Seniority will accumulate for a period not to exceed thirty (30) days during such leave.

D. ASSOCIATION EDUCATIONAL AND BUSINESS LEAVE

201 1. The University agrees to set aside a maximum total aggregate of four (4) days per contract year to be used by employees elected or appointed to represent the Association at Association Educational Conference or for official Association business. Time off provided pursuant to this provision shall be without loss of regular straight time pay. Requests for time off pursuant to the terms of this provision must be made in writing and shall be submitted not less than ten (10) working days prior to the desired date of absence to the University's Director of Employee Relations who shall approve such request, subject to necessary emergency exceptions.

202 2. The Association President may also request an unpaid leave of absence for the purpose of conducting official Association business. Requests for leave of absence to conduct Association business must be made in writing and shall be submitted to the University's Director of Employee Relations not less than ten (10) working days prior to the date the leave is desired to commence. Requests for leaves of absence to conduct Association business shall be at the convenience of the University and may be approved or denied at its discretion.

E. FUNERAL LEAVE

203 1. An employee is allowed three (3) working days off, with pay, to attend the funeral of a member of his immediate family. Such three (3) working days shall be taken during the four (4) day work period commencing with the date of death. An employee who wishes to attend a funeral for anyone outside of his immediate family may take off one (1) day, with pay, with the permission of the Director, Campus Police. In either case, time taken beyond the specified amount will be charged against the employee's vacation or sick leave.

- 204 2. The phrase "immediate family" for the purposes of this section shall mean husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, step children of a current spouse, and foster parents who were legal guardians.

F. SICK LEAVE

- 205 1. A regular full-time employee who has completed ninety (90) days of service shall accrue sick leave benefits on the basis of four (4) hours for each completed two (2) weeks of continuous service, up to a maximum of sixteen hundred (1,600) hours, provided that at no time shall the accumulation for any one (1) calendar year exceed one hundred and four (104) hours, or the total accumulation exceed sixteen hundred (1,600) hours.

- 206 2. A regular part-time employee shall accrue pro-rated sick leave benefits for every two (2) weeks of continuous service. The number of hours of sick leave time accrued by a part-time employee during each such two (2) week period shall be determined as follows:

$$\begin{array}{r} \text{Number of hours regularly} \\ \text{scheduled to work during a} \\ \text{normal two (2) week period} \\ \hline 80 \end{array} \times 4.0 = \begin{array}{l} \text{Hours of sick} \\ \text{leave accrued} \\ \text{during the two} \\ \text{(2) week period} \end{array}$$

- 207 3. For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days, or paid holidays) more than fifty percent (50%) of his regularly scheduled workdays based on the University payroll system.
- 208 4. For purposes of this section workday shall be interpreted to mean any day of the week, provided such day is a scheduled workday for the employee. A workweek shall be interpreted to mean any five (5) days of a regular week.
- 209 5. When an employee who has been separated from the University returns, his previous unused sick leave allowance shall be placed to his credit.
- 210 6. All employees may use their sick leave credit in any month of the year in which they are scheduled to be on the payroll, but only for the number of workdays in such month for which they are scheduled to receive remuneration.
- 211 7. An employee may not use sick leave and concurrently receive benefits from an University authorized disability insurance plan.



- 212 8. All absences of employees due to illness or injury will be debited against the employee's record regardless of whether or not his department absorbs the work or the University provides a substitute. Absences chargeable to sick leave from any other reasons will be considered on the basis of merit by the Director, Personnel Services.
- 213 9. If an employee elects to use his sick leave while off duty because of a compensable accident or injury (one covered by Workers' Compensation) and receive his regular earnings, the monetary value of the accrued sick leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his regular earnings and his compensation benefits for each pay period.
- 214 10. Each employee, upon returning to work after any absence which is chargeable to sick leave benefits (except for those absences which would be considered personal business days as provided for in Section 15 of this provision), may be required to file with the Director, Personnel Services, either a physician's statement or a sworn affidavit that the claim of absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the employee's pay will be reduced accordingly.
- 215 11. The University may require a physician's statement in support of a request for a leave or to certify an employee's ability to return to work following a leave of absence due to illness or injury.
- 216 12. Whenever an employee has used up all of his sick leave credit he will be removed from the payroll until he reports back to duty. An employee unable to work because of sickness or injury will, upon request, be placed on Personal Leave of Absence after exhausting all rights to paid sick leave.
- 217 13. Sick leave utilized by an employee for illness or injury of a member of his immediate family shall be based on the merit of the case and limited by the following provisions:
- 218 a. Such use will be limited to sixteen (16) hours for any particular incident of illness or injury and to a maximum of forty-eight (48) hours in any fiscal year.
- 219 b. "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, and father-in-law.
- 220 Requests for the above shall be routed through normal administrative channels and be decided by the Director, Personnel Services.
- 221 14. The sick leave record shall be credited with earned sick leave credit biweekly and debited periodically as sick leave benefits are used.

- 222 15. Upon approval of the Director, Campus Police, employees may use up to three (3) earned sick leave days each fiscal year for personal business. The use of such days requires twenty-four (24) hours advance approval of the Director, Campus Police, unless the employee could not make the notification for reasons beyond his control. With advance approval the employee may be allowed to use such personal business days contiguous with annual leave or a holiday.

G. FAMILY AND MEDICAL LEAVE ACT (FMLA)

- 223 1. Effective September 16, 1993, an employee who has been employed by EMU for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the provisions of the "Family and Medical Leave Act" (FMLA), or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any fiscal year (July 1 through June 30) for any one or more of the following events:
- 224 a. For a birth of a son or daughter of the employee and to care for such child. (In this situation, any paid sick leave days an employee is entitled to use under the provisions of Article XXII (F) shall be in lieu of the unpaid FMLA leave.);
- 225 b. For the placement of a child with the employee for adoption or foster care;
- 226 c. To care for a spouse, child, or parent of the employee if the former has a serious health condition, or;
- 227 d. Because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position.
- 228 2. The taking of an FMLA leave shall not result in the loss of any employment benefit accrued prior to the date on which the leave commenced; provided, however, that nothing in this provision shall be construed to entitle any employee who returns from FMLA leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave. Seniority shall accrue during an approved FMLA leave.
- 229 3. Employees who take an FMLA leave for the intended purpose of the leave shall be entitled, on return from the leave, to be restored by the University to the position of employment held by the employee when the leave commenced, or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

- 230 4. During the period of an FMLA leave, the University shall maintain coverage under any group health plan, as defined by the FMLA, for the duration of such leave and at the level and under the conditions under which coverage would have been provided if the employee had continued in employment for the duration of the leave. The University shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of an FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under paragraphs G(1)(c) or G(1)(d), above, or other circumstances beyond the employee's control. In this situation, the University may require, as specified and allowed by the FMLA, certification of inability to return to work.
- 231 5. If the requested leave is for the birth/care of a child, the placement of a child for adoption or foster care, or to care for a spouse, child or parent who has a serious health condition, the employee is first required to exhaust one half of any available paid leave under Article XXIII(A). Upon exhaustion of that paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
- 232 6. An unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child with the employee for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of that twelve (12) month period. [For example, an employee who requests a leave at the start of the end of the eleventh month (of the twelve month period which begins at the date of birth or date of placement) is entitled to unpaid leave for the remaining four (4) workweeks of the twelve (12) month period.]
- 233 7. Spouses, both of whom are employed by the University, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, for placement of a child with them for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) workweeks of unpaid leave during any twelve (12) month period to care for her/his child or spouse who is suffering from a serious health condition.
- 234 8. An eligible employee who foresees that he/she will require a leave for the birth/care of his/her child or for the placement with him/her of a child for adoption or foster care, must notify his/her immediate supervisor, in writing, not less than thirty (30) calendar days in advance of the start date of the leave. If not foreseeable, the employee must provide as much written notice as is practicable under the circumstances.

- 235 9. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for her/his spouse, child or parent should notify his/her immediate supervisor, in writing, as early as possible so that the absence can be scheduled at a time least disruptive to University operations. Such employee must also give at least thirty (30) calendar days written notice, unless it is impractical to do so, in which case the employee must provide as much written notice as circumstances permit.
- 236 10. An employee on an approved FMLA leave should keep his/her immediate supervisor informed regarding her/his status and intent to return to work upon conclusion of the leave.
- 237 11. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of her/his position, or to care for a spouse or parent who has a serious health condition, the employee may be required to file in a timely manner with the University a health care provider's certification or such recertification as may reasonably be required by the University. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the University may also require that the employee obtain and present certification from her/his health care provider that the employee is able to resume work. All required certifications or recertifications shall conform to the FMLA's certification requirements.
- 238 12. In any case in which the University has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs G(1)(c) or G(1)(d), the University may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
- 239 13. A leave taken under paragraph G(1)(a) or G(1)(b), above, shall not be taken intermittently or on a reduced leave schedule unless the University and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph G(1)(c), above, may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the University may require the employee to transfer temporarily to an available alternative position offered by the University for which the employee is qualified and that has equivalent pay and benefits, and which better accommodates recurring periods of leave than the employee's regular position.
- 240 14. The provisions of paragraphs G(1) through G(13), above, are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails. The FMLA provisions do not impair any rights granted under other provisions of this agreement.

## H. RETURN TO ACTIVE EMPLOYMENT

- 241 1. At the conclusion of a leave of absence, an employee eligible to return will be placed in the employee's former position, provided the position is vacant and the University determines a need to fill the position or if a temporary employee is filling such a position.
- 242 2. If the employee is not able to return to his position as provided above, the employee shall exercise his seniority rights under the Seniority Provision of this Agreement.
- 243 3. In cases where a leave is not for a fixed period of time, the employee must notify the University in writing at least thirty (30) calendar days prior to his/her desired date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from his desired date of return.
- 244 4. In cases where a leave is for a fixed period of time and an employee desires to return prior to the expiration of such fixed leave of absence, the employee must notify the University in writing at least thirty (30) calendar days prior to his desired date of return. If such notice is given, the employee's placement must be made within seven (7) calendar days from his desired date of return.
- 245 5. Employees who are on a fixed leave of absence must notify the University, in writing, as to whether or not they intend to be returning to work as previously scheduled, at least ten (10) working days in advance of such date of return. Employees who do not return to work from leaves of absences or extended leave of absence, within the time limits of such leave or extension, shall be terminated.

## ARTICLE XXIII VACATION AND HOLIDAYS

### A. VACATION

- 246 1. A regular full-time employee who has completed ninety (90) days of service shall accrue vacation on the basis of 6.1539 hours for every two (2) week period of continuous service [twenty (20) days per year].
- 247 2. A regular part-time employee who has completed ninety (90) days of service shall accrue pro-rated vacation benefits for every two (2) week period of continuous service. The number of hours of vacation time accrued by a part-time employee during each such two (2) week period shall be determined as follows:

Number of hours regularly scheduled to work during a normal two (2) week period	X 6.1539 =	Hours of vacation accrued during the two (2) week period
80		

- 248 3. For purposes of this Article, a two (2) week period of continuous service is deemed to be any two (2) week period in which an employee works or is compensated for (e.g. paid vacation days, paid sick days, or paid holidays) more than fifty percent (50%) of his regularly scheduled workdays based on the University payroll system.
- 249 4. If an employee is terminated prior to completing twelve (12) months of continuous service, he shall automatically forfeit all accrued rights to a vacation with pay. Such an employee, however, may be permitted to use his accrued credits prior to completion of twelve (12) months of continuous service. In such cases, he shall sign a form provided by the University stating that if his employment shall be terminated prior to the completion of twelve (12) months of continuous service he shall reimburse the University for vacation pay received and shall authorize the University to deduct that amount of money from his final paycheck. If an employee is terminated after having completed twelve (12) months of continuous service, he shall be entitled to receive all vacation rights accrued to the date of his termination.
- 250 5. The vacation pay of an employee will be based on the number of hours (exclusive of hours for which overtime is paid) he regularly works and will be computed on the basis of the rate of pay he is earning, exclusive of any shift premiums, at the time he takes his vacation.
- 251 6. Vacation pay will be paid to the employee on the regular payday for the period during which the employee takes his vacation.
- 252 7. All vacation shall be taken at the convenience of the University so as to permit the continued operation of all of its facilities and functions without interference. All vacations must be approved by the Director, Campus Police. The vacation period shall commence on July 1st of each year and end on the following June 30th of each year. Any vacation rights accrued as of June 30th of each year must be taken during the immediately following vacation period and any employee who fails to take his vacation within that period shall forfeit all rights to such vacation time with the following exceptions:
- 253 a. If an employee is unable to take his vacation during the appropriate vacation period because the University's work needs prevent it, he shall be allowed to carry over such accrued vacation into the next vacation

period with the written approval of the Director of Employee Relations. Such unused vacation time must be taken during the next vacation period.

- 254 b. If it is to the mutual convenience of the University and the employee, any employee with more than twelve (12) months of continuous service may take part or all of the vacation time he has earned at any time during the year in which it is accruing.

#### B. HOLIDAYS

- 255 1. All regular full-time employees covered by this Agreement shall receive holiday pay at their regular rate of pay, exclusive of any shift premiums, for each of the following designated holidays not worked, irrespective of the days of the week in which the holiday falls: Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day, the day before or after Christmas Day, New Year's Day, and the day before or after New Year's Day. The University shall have the sole right to determine whether the day before or after Christmas Day and New Year's Day shall be observed as the holiday.
- 256 2. Regular part-time employees shall receive holiday pay based on the number of hours they would be regularly scheduled to work on the day on which the holiday is observed.
- 257 3. To be eligible for holiday pay, an employee must work the last scheduled workday before and the next scheduled workday after the day of the observance of the holiday unless he has an excused absence, is on vacation leave or has an absence previously approved by the Director, Campus Police; provided that an employee not on the payroll for the week in which the holiday is observed shall not receive compensation for the holiday.
- 258 4. Employees required to work on a holiday as provided herein shall, in lieu of holiday pay pursuant to paragraph 1. above, be paid at the rate of two and one-half (2 1/2) times their regular hourly rate of pay, plus shift premium if applicable, for each hour worked on such holiday or, at the discretion of the University receive compensatory time off at the rate of two and one-half (2 1/2) hours for each hour worked on such holiday.
- 259 5. If a holiday falls on an employee's scheduled day off, his next scheduled workday shall be considered his holiday. Subject to approval of the Director, Campus Police, an employee may request that another of his scheduled workdays falling within the same pay period as the holiday be designated as his holiday in lieu of the next scheduled workday as above provided.

## ARTICLE XXIV      COMPENSATION

### A. WAGE ADJUSTMENT

- 260    1. The salary schedules set forth in Appendix A of this Agreement are minimum and maximum salary schedules and shall remain in effect for the periods therein set forth. Employees' base salaries shall not exceed the established maximum of the applicable salary schedule. Wages paid pursuant to this Agreement shall be paid only for time worked, except as otherwise specifically provided for in this Agreement.
- 261    2. All members on the active payroll as of March 1, 1996, shall receive a 2.0% across-the-board increase, effective March 1, 1996, and a \$187 lump sum, non-base bonus. All members on the active payroll as of September 1, 1996, shall receive a 1.0% across-the-board increase, effective September 1, 1996.
- 262    3. All members on the active payroll as of March 1, 1997, shall receive a 2.0% across-the-board increase, effective March 1, 1997, and a \$187 lump sum, non-base bonus. All members on the active payroll as of September 1, 1997, shall receive a 1.0% across-the-board increase, effective September 1, 1997, and a \$350 lump sum, non-base "contract extension bonus," effective September 1, 1997.

### B. LONGEVITY PAY

- 263 All eligible employees covered by this Agreement who are on the University's active payroll as of the effective date of this Agreement shall be entitled to receive longevity pay based on their length of continuous service as of their anniversary date with the University according to the following rules and schedule of payment:
- 264    1. Eligible employees shall be deemed to be employees with six (6) or more years of continuous service, as of their anniversary date.
- 265    2. Longevity pay shall be based on an employee's continuous service as of his anniversary date with the University as herein defined. Longevity pay shall be computed as a percentage of an employee's annual wage for the preceding calendar year as stated in the employee's W-2 form.
- 266    3. For purposes of this section, continuous service means service calculated from the employee's last date of hire as a regular employee and shall be broken by:

Quit  
Discharge  
Termination or loss of seniority



267 Employees absent from work due to layoff, physical disability, or authorized leave of absence for a period of more than three (3) months, shall not be credited with or continue to accumulate continuous service for any period thereafter until they are returned to the University's active payroll.

268 4. An employee shall be initially eligible for longevity pay on his anniversary date following the completion of six (6) years of continuous service. Thereafter, an employee shall be eligible to receive longevity pay based on his years of continuous service as of his anniversary date as set forth in the attached schedule.

269 5. Payments to employees who become eligible on their anniversary date shall be due on the first (1st) regular payday following the month in which they become eligible.

270 6. Longevity pay shall be based on the following schedule:

<u>Continuous Service</u>	<u>Annual Longevity Pay</u>
6 or more and less than 10 years	2% of annual wage
10 or more and less than 14 years	3% of annual wage
14 or more and less than 18 years	4% of annual wage
18 or more and less than 22 years	5% of annual wage
22 or more and less than 26 years	6% of annual wage
26 or more years	8% of annual wage

## **ARTICLE XXV GROUP BENEFITS AND INSURANCE**

### **A. HOSPITALIZATION-GROUP MEDICAL BENEFITS**

271 1. The University shall provide and maintain a choice of participation in either a comprehensive, traditional health care plan (Blue Cross/Blue Shield) or one of the Health Maintenance Organizations (HMOs) offered. The Blue Cross/Blue Shield plan includes comprehensive semi-private hospital care, medical and surgical coverage, lab fees and X-rays paid in full, immediate maternity benefits, pre and post-natal care, extended hospital stay and

treatment for nervous and mental disorders, coordination of benefits, and Master Medical Option II or the same benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing with the employee's 91st day of service. A comprehensive group medical benefits plan may be substituted for the above, subject to the Union's approval, whose approval shall not be unreasonably withheld.

- 272 2. In those instances of non-emergency surgery, it shall be mandatory, prior to surgery, that an employee obtain a second medical opinion, paid for by Blue Cross/Blue Shield, for surgical procedures involving:
- a. eyes (primarily cataract surgery)
  - b. gall bladder
  - c. hernia repair
  - d. heart bypass
  - e. heart valve
  - f. hysterectomy
  - g. fallopian tubes and/or ovaries
  - h. nasal (primarily rhinoplasty)
  - i. tonsils and/or adenoids
  - j. prostate
- 273 Notwithstanding the results of the second medical opinion, the employee retains the right to elect surgery, without penalty; however, if the mandatory second opinion is not obtained prior to surgery, and surgery is elected, the standard benefit level for the surgery shall be reduced by twenty percent (20%).
- 274 In order to obtain the mandatory second opinion, the employee is required to contact the Blue Cross/Blue Shield of Michigan Referral Center who will furnish to the employee the names of three (3) specializing physicians from whom the employee may choose one (1) for the second opinion. In addition, the University agrees to pay for a second medical opinion, prior to surgery for procedures not specifically stipulated in the mandatory program, if so elected by an employee.
- 275 3. Employees who obtain age sixty-five (65) are eligible for Medicare benefits. With the passage of the Tax Equity and Fiscal Responsibility Act (TEFRA), the University provided health insurance plan becomes the primary health insurance carrier.
- 276 4. To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he/she enrolls and makes proper application during an annual open enrollment period.

- 277 5. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his or her spouse, and eligible dependent children under nineteen (19) years of age, at a cost not to exceed the applicable premium for single person, two (2) persons, or full family benefits.
- 278 6. The University shall pay the aforementioned cost for the period that the employee is on the active payroll and for the first three (3) months that the employee is off the payroll and absent because of a medical leave of absence due to injury or illness. In such medical leave situations the employee will be responsible for his benefits costs for those months following the first three (3) months that he/she is off the payroll because of such leave except in those instances where an employee is injured on-the-job and is receiving Workers' Compensation, in which case, medical benefits shall continue until the employee no longer qualifies for Workers' Compensation wages, or he/she terminates, whichever is sooner. When on an authorized unpaid non-medical leave of absence, the employee will be responsible for his benefit costs for the period that he/she is no longer on the active payroll.
- 279 7. Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) allows extended health and dental coverage to be made available in the following situations:
- 280 a. to employees who, voluntarily or involuntarily have terminated employment (except in cases of gross misconduct) or have had their hours reduced to such extent that they are ineligible for coverage;
- 281 b. to surviving spouses and dependents upon the death of an employee;
- 282 c. to spouses and dependent children in the event of a divorce;
- 283 d. to dependent children who exceed the plan's age limitations; and,
- 284 e. to the spouses and dependents of employees who become eligible for Medicare coverage.
- 285 For such period of time that COBRA remains in effect, employees may continue coverage for a period of eighteen (18) months. Spouses and dependents may continue coverage for thirty-six (36) months. COBRA permits the Employer to require payment of a premium for the period of coverage continuation. The Employer may charge up to 102 percent (102%) of the group contract rate.
- 286 8. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their medical benefits for a period not to exceed one (1) year. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the

payment of such continued benefits must be made in the Benefits Office prior to the commencement of the layoff or leave. If such application and arrangements are not made as herein described, an employee's medical benefits shall automatically terminate upon the effective date of their layoff or unpaid leave of absence as indicated in paragraph 9. below.

287 Employees laid off are eligible to continue their health and dental coverage as dictated by COBRA, for a period of 18 months after their continuation of coverage for a layoff.

288 9. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the employee:

289 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).

290 b. Other eligible dependents related to the employee by blood or marriage or who reside in the employee's household. Such dependents must depend on the employee for more than one-half (1/2) of their support and must have been reported on the employee's most recent income tax report.

291 10. An employee's medical benefits plan shall terminate on the day the employee terminates, is laid off, the medical benefits plan terminates, or the employee goes on an unpaid leave of absence, except as otherwise provided in XXVI.D.6. above. An employee who retires maintains medical benefits until the last day of the month in which he/she retires.

#### B. GROUP LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

292 1. The University shall provide and maintain life insurance in an amount equal to an employee's annual salary, rounded up to the nearest \$1,000, and accidental death and dismemberment insurance benefits in an equal amount, for each employee regularly assigned to work twenty (20) or more hours per week, for a period of one (1) year from the date of completion of his ninety-first (91st) calendar day of actual work. Commencing with the month following completion of one (1) year of benefits as above provided, the University shall pay the cost for maintaining life insurance benefits in an amount equal to the employee's annual salary rounded up to the nearest \$1,000 times two (2) and accidental death and dismemberment insurance in an equal amount. When an employee reaches age sixty-five (65) and continues working, his insurance benefits are decreased by thirty-five percent (35%) with no further reduction based upon age thereafter.

293 The following table illustrates examples of the insurance benefit levels

described above:

Base Salary	Less Than One (1) Year of Service	Over One (1) Year Of Service	Age 65 and Over
\$19,001	\$20,000	\$40,000	\$26,000
20,000	20,000	40,000	26,000
22,400	23,000	46,000	29,900
22,900	23,000	46,000	29,900
24,500	25,000	50,000	32,500

- 294 2. To qualify for the life and accidental death and dismemberment insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan.
- 295 3. Provided proper application and enrollment is made by an employee the University agrees to pay the cost for maintaining the above described benefits plan.
- 296 4. Changes in life insurance benefit amounts based on changes in base annual salary occur effective with the change in base annual salary. Base annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- 297 5. Such group life and accidental death and dismemberment insurance benefits plan shall terminate on the day that an employee is laid off, the life and accidental death and dismemberment insurance benefits plan terminates, or the employee goes on an unpaid leave of absence, except an employee who retires is covered through the end of the month in which he/she retires. However, when an employee terminates his employment with the University he is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the employee may convert his group life insurance, without medical examination, to an individual benefits plan. The employee shall pay the full cost of such benefits plan and may select any type of individual plan then customarily being issued by the insurer, except term insurance or a plan containing disability benefits. The cost of such benefits plan will be the same as the employee would ordinarily pay if he had independently applied for an individual benefits plan at that time.
- 298 6. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their group life insurance plan by paying the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Human Resources Department prior to the commencement of the layoff or leave. If such

application and arrangements are not made as herein described, the employee's life insurance benefit shall automatically terminate upon the effective date of the layoff or unpaid leave of absence.

C. DENTAL CARE BENEFITS

- 299 1. The University shall provide and maintain dental care benefits for each employee regularly assigned to work twenty (20) or more hours per week, commencing on the 91st day of service. Such benefits plan shall be subject to reasonable and customary charge determination as follows:

<u>Benefits</u>	<u>Dental Care Plan Pays</u>	<u>Employee Pays</u>
Diagnostic <sup>1</sup>	100%	0%
Preventive <sup>1</sup>	100%	0%
Emergency Palliative <sup>1</sup>	100%	0%
Radiographs <sup>1</sup>	100%	0%
Oral Surgery <sup>1</sup>	75%	25%
Restorative <sup>1</sup>	75%	25%
Periodontics <sup>1</sup>	75%	25%
Endodontics <sup>1</sup>	75%	25%
Prosthetic Appliances <sup>1</sup>	50%	50%
Orthodontics <sup>2</sup>	50%	50%

Maximum Contract Benefit

<sup>1</sup>\$800.00 per person total per contract year

<sup>2</sup>Lifetime maximum benefit of \$800.00 per person

- 300 2. To qualify for dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application with the Benefits Office.
- 301 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan for the employee, his spouse, and eligible dependent children under twenty-five (25) years of age, at a cost not to exceed the applicable cost for single person, two (2) persons, or full family benefits.
- 302 4. Employees laid off or on an authorized unpaid leave of absence may request the continuation of their dental care benefits subject to the same rules set

forth in A.6. and 7. above for the continuation of group medical benefits.

- 303 5. An employee's dental care benefits plan shall terminate on the day that an employee terminates, is laid off, or the dental care benefits plan terminates. Employees are eligible for continuation of dental care benefits after their initial coverage continuation. Please reference A.6. and 7. above. An employee who retires from the University is covered through the end of the month in which he/she retires.

#### D. LONG-TERM DISABILITY BENEFITS

- 304 1. The University agrees to provide and maintain group long-term disability benefits for each employee regularly assigned to work twenty (20) or more hours per week, [commencing on the first (1st) day of the month following the month in which an employee completes his first three (3) months of regular employment]. Such benefits shall be equal to sixty percent (60%) of the employee's regular monthly earnings, up to a maximum benefit of \$5,000 per month, and shall begin on the ninety-first (91st) day of disability. Such benefits shall also provide for eligible employees whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible employees whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner. Employees receiving long-term disability benefits as herein described shall not be eligible to receive sick leave benefits under the parties' sick leave program as provided in Article XXII.E.
- 305 2. To qualify for long-term disability benefits as above described, each employee must individually enroll and make proper application for such benefits at the Benefits Office within thirty (30) calendar days of the commencement of his regular employment with the University. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application with the Benefits Office.
- 306 3. Provided proper application and enrollment is made by an employee, the University agrees to pay the cost for maintaining the above described benefits plan.
- 307 4. Changes in benefit amounts based on changes in basic annual salary occur on each October 1st based on the basic annual salary of the preceding July 1st. Basic annual salary excludes supplemental appointments, overtime, longevity pay and any other extra compensation.
- 308 5. An employee's long-term disability benefits plan shall terminate on the date that the employee terminates, is laid off, retires, or the employee goes on an unpaid leave of absence.

E. LIABILITY INSURANCE

- 309 1. All regular full-time and part-time employees shall be included as insureds under the University's personal injury liability coverage for false arrest, detention, imprisonment, malicious prosecution, wrongful entry, or eviction or other invasion of the right of private occupancy. This coverage shall apply to employees only while acting within the scope of their duties as employees of the University.
- 310 2. The specific terms, conditions, limits of liability and exclusions applicable to said coverage shall be as provided for in the University's policy with its carrier.

**ARTICLE XXVI RETIREMENT AND DEATH BENEFITS**

A. RETIREMENT BENEFITS

1. Retirement Program

- 311 Subject to the conditions set forth below, employees who have at least a fifty percent (50%) appointment at the time of enrollment may participate in the following retirement program.
- 312 (a) Teachers Insurance and Annuities Association- College Retirement Equities Fund (TIAA-CREF).
- 313 (b) Each eligible employee must elect to participate in the retirement program within ninety (90) calendar days of the commencement of his or her regular employment with the University. Any employee who does not make such an election within the ninety (90) calendar day time period, may there after enroll by completing an enrollment application in the benefits office. The retirement plan contributions shall be effective as of the date of enrollment and shall not be retroactive.

Note: Employees who, as of December 31, 1995, were enrolled in MPSERS shall continue participating in the plan, subject to the rules, policies and requirements established by the State of Michigan for participation in the plan. Employees hired on and after January 1, 1996 are not eligible to enroll in MPSERS unless such employee has prior MPSERS service at one or more of the following Michigan Universities: Central Michigan University, Eastern Michigan University, Ferris State University, Lake Superior State University, Michigan Technological University, Northern Michigan University, Western Michigan University.



2. University Contributions

314 The University shall contribute ten percent (10%) of an employee's gross earnings to the TIAA-CREF Retirement Plan for those employees participating in said plan.

3. Payment of Unused Sick Leave Benefits

315 An employee who separates from University employment for retirement purposes [at least fifty-five (55) years of age and fifteen (15) years of regular full-time service with EMU or at least sixty (60) years of age and ten (10) years of service at EMU as of his date of separation], shall be paid fifty percent (50%) of his unused Sick Leave, if any, as provided in Article XXII, Leaves of Absence, E(1), Sick Leave, as of the effective date of separation. Such payments are to be made at the employee's rate of pay at the date of separation.

4. Life Insurance

316 If an employee terminates his employment with EMU for retirement purposes and satisfies the minimum age and service requirements of A(4) above, he shall be entitled to a lifetime benefit of one thousand dollars (\$1,000) of life insurance benefits which shall be maintained by the University at no cost to the employee. Employees who retire on or after January 1, 1994, shall be entitled to four thousand (\$4,000) dollars of life insurance benefits.

**B. DEATH BENEFITS**

1. Payment of Unused Sick Leave Benefits

317 In the case of the death of an employee, payment of fifty percent (50%) of his unused Sick Leave, if any, as provided in Article XXII, Leaves of Absence, E(1), Sick Leave, shall be made to his beneficiary or estate. Such payments will be made at the employee's regular rate of pay as of the day of death.

2. Payment of Accrued Wages and Unused Vacation Benefits

318 All accrued wages and vacation benefits earned and unpaid as of an employee's death shall be made to the employee's designated beneficiary or estate.

**ARTICLE XXVII UNIFORMS AND EQUIPMENT**

319 A. It is understood and agreed that all matters pertaining to the type of equipment

and uniforms to be furnished employees shall be the unilateral decision of the University.

- 320 B. Sergeants shall be issued bullet-proof vests that meet Michigan State Police specification standards and shall be reconditioned at the expense of the Employer, as deemed necessary. When it becomes necessary to replace "expired vests", employees may select either a waterproof type or regular type "second chance" (or equivalent) ballistic vest. Such vests shall be worn in accordance with established Campus Safety Department procedures.
- 321 C. Regular full-time employees shall be paid a clothing and personal property allowance of \$400 per year to be used for the maintenance and upkeep of personal property, and uniforms furnished by the University. In addition to the above allowance, regular full-time employees normally required to work in "civilian clothes" shall be paid an allowance of \$585 per year to be used for the purchase, maintenance, and upkeep of such clothing.
- 322 D. The allowances as hereinabove provided will be paid in two parts with one-half (1/2) being paid by December 1, and one-half (1/2) being paid by June 1, of each year.
- 323 E. A regular part-time employee shall be entitled to pro-rated allowances. Allowances for part-time employees shall be determined as follows:

Number of hours regularly scheduled to work during a normal two (2) week period		Amount of allowance paid the regular full-time employee		Amount of allowance to be paid regular part-time employee
<hr/> 80	x		=	

## ARTICLE XXVIII MISCELLANEOUS

### A. EDUCATIONAL OPPORTUNITIES

#### I. Tuition Waiver Program

- 324 a. A Tuition Waiver Program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University (three (3) semester hours if employed at less than 100% appointment but at least 50% appointment), shall be available to eligible employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the employee.

- 325 b. An employee shall be eligible for a tuition waiver if he satisfies the  
following terms and conditions:
- 326 (1) The employee must have completed one (1) year of regular service  
prior to the first day of classes of the term or semester for which he  
plans to register.
- 327 (2) The employee must present evidence of admission to the University's  
Benefits Office confirming that he has satisfied all admission re-  
quirements and is eligible to enroll for courses.
- 328 (3) A completed Application for Tuition Waiver must be submitted to  
the Benefits Office for approval no later than the payment deadline  
announced in the Class Schedule Book for each semester.
- 329 a. Failure to submit an application for approval within the required  
timelines may forfeit the employee's eligibility for that term
- 330 b. The employee must allow at least twenty-four (24) hours for  
approval prior to picking up the tuition waiver application.
- 331 (4) The employee must agree to reimburse the University for the cost of  
all tuition waiver benefits forfeited under the terms and conditions  
hereinafter provided. To assure prompt reimbursement of all amounts  
paid by the University for tuition waiver benefits forfeited by the  
employee, the employee shall authorize the University to collect  
such amounts through deductions from his pay in amounts not to  
exceed twenty-five percent (25%) of the gross amount of each  
biweekly paycheck (unless the employee is terminating, in which  
case, the entire amount may be deducted) or other appropriate means.
- 332 c. Eligible full-time employees shall be entitled to full tuition waiver  
benefits as herein described. Part-time employees who are on at least  
a fifty percent (50%) appointment shall be entitled to one-half (1/2) the  
benefits outlined above. Part-time employees on less than a fifty percent  
(50%) appointment shall be ineligible for tuition waiver benefits.
- 333 d. The employee must take courses during non-working hours.
- 334 e. An employee shall forfeit tuition waiver benefits and must reimburse  
the full cost of such benefits to the University if:
- 335 (1) The employee voluntarily terminates his active employment with the  
University prior to the completion of the term or semester for which  
he is enrolled.
- 336 (2) A grade of "pass", or "C" or above ("B" for graduate courses), is not

achieved in any course for which tuition waiver is obtained. Grades of "C-" and "B-" are unacceptable.

337 (3) A mark of "Incomplete" (I) is received and not converted to a passing grade within twelve (12) months following completion of the semester in which the course was taken, or the date the employee's employment terminates, whichever is earlier.

338 (4) The employee withdraws from a course after the date specified in the course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the Director, Benefits Programs upon a showing of appropriate cause by the employee (e.g. prolonged incapacitating illness, an unanticipated conflict between the employee's work schedule and the course he is enrolled in, etc.).

## 2. Auditing of Classes

339 Regular full-time employees are permitted to audit classes at the University without credit, without tuition, and without following regular enrollment procedures, subject to the following conditions:

340 a. All classes must be audited during non-working hours.

341 b. The Academic Affairs Division reserves the right to deny any employee permission to audit a class in view of the fact that their first consideration is to regular students.

## 3. Tuition Waiver Program for Employee Spouses and Dependent Children

342 a. A Tuition Waiver Program providing a waiver of one-half (1/2) the cost of undergraduate tuition fees at Eastern Michigan University shall be available to eligible spouses and dependent children of bargaining unit employees. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the spouse or dependent child.

343 b. A bargaining unit member's spouse or dependent child shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

344 (1) The spouse/dependent child must present evidence of admission to EMU's Benefits Office confirming that:

345 (a) He/She is the dependent child or spouse of a bargaining unit member.

346 (b) He/She has satisfied all admission requirements and is eligible to enroll for courses.

- 347 c. A completed Application for Tuition Waiver must be submitted to the  
Benefits Office for approval no later than the payment deadline an-  
nounced in the Class Schedule Book for each semester.
- 348 1. Failure to submit an application for approval within the required  
timelines may forfeit the spouse/dependent's eligibility for that  
term.
- 349 2. The spouse/dependent must allow twenty-four (24) hours for ap-  
proval processing prior to picking up the waiver.
- 350 3. Upon the employee's termination from the University, tuition waiver  
benefits for eligible spouse and dependent children shall cease at the  
end of the semester in which the termination occurs.
- 351 d. A bargaining unit member's spouse or dependent child shall be subject  
to all University academic standards, policies and practices and may be  
refused admission to the University, enrollment in courses, or continued  
enrollment at Eastern Michigan University the same as any other student  
of the University.
- 352 e. It is intended that only a fifty percent (50%) Tuition Waiver be provided  
to any one (1) dependent irrespective of whether or not both parents are  
employed by the University.
- 353 f. An eligible spouse/dependent shall forfeit tuition waiver benefits and  
must reimburse the full cost of such benefits to the Employer if:
- 354 1. A grade of "pass", or "C" or above is not achieved in any course for  
which tuition waiver is obtained. Grades of "C-" are not acceptable.
- 355 2. A mark of "Incomplete" (I) is received and not converted to a passing  
grade within twelve (12) months following completion of the semes-  
ter in which the course was taken, or the date the sponsoring  
employee's employment terminates, whichever is earlier.
- 356 3. The spouse/dependent withdraws from a course after the date speci-  
fied in the Course Bulletin for one hundred percent (100%) tuition  
refund. Exceptions may be made through the regularly established  
appeals process in the Student Accounting Office and by the Director  
of Benefit Programs upon a showing of appropriate cause by the  
spouse/dependent (e.g., prolonged incapacitating illness, or the like).

#### B. ASSOCIATION MEETINGS

- 357 The Association shall be permitted to use the University facilities which are  
generally available to the public for regular and special business meetings of the

Association, provided the Association makes application and conforms to all rules and regulations established by the University. It is agreed that any expenses incurred by the University (other than those resulting from providing normal meeting facilities) shall be charged to and paid for by the Association.

#### C. VEHICLE INSPECTION

358 The University agrees that patrol vehicles shall receive a safety inspection at least once every four (4) months.

#### D. DEPARTMENTAL RULES AND REGULATIONS

359 A copy of rules and regulations promulgated or revised by the Campus Police Department shall be made available to each employee.

#### E. FIREARMS QUALIFICATION

360 In order to ensure the safety of Campus Police, employees, students, and the general public, each employee must be qualified in the operation of firearms used in the performance of his duties. Therefore, the parties mutually agree as follows:

361 1. Each employee shall qualify at the minimum M.L.E.O.T.C. qualifying score on a course generally comparable to the M.L.E.O.T.C. Combat Police Firearms Course. Such course of fire shall be adjusted to take into account pistol barrels that are other than four (4) inches in length.

362 2. Each employee shall qualify in the operation of firearms between June 1 and August 1 of each year and shall do so with his issued departmental firearm, or his personal firearm if it has been inspected and approved by the Director, Campus Police.

363 3. To assist employees in becoming proficient in the use of firearms the University agrees to furnish each employee with fifty (50) rounds of practice ammunition during the first week of each month. The University further agrees to provide a reasonable amount of firearm instruction for employees, without pay, during off-duty hours. An employee desirous of such firearm instruction shall notify the University range officer and make the necessary arrangements.

364 4. To afford employees who have not previously qualified a final opportunity to do so, the University further agrees to conduct an open range day between 9:00 a.m. and 6:00 p.m. on the last weekday preceding August 1 of each year.

365 5. Employees unable to qualify by August 1 shall be suspended or, at the discretion of the University, reassigned to a position where the employee's duties do not require him to carry a firearm. Upon qualification the

employee shall be immediately returned to regular duty if he qualifies during his regular scheduled shift. If the employee qualifies at a time other than during his regular scheduled shift, he shall be returned to regular duty at the beginning of his next regular scheduled shift.

- 366 6. The purpose of suspension is to afford the employee a concentrated period of time in which to practice and, if he so desires, receive additional instruction. Therefore a suspended employee shall, upon seventy-two (72) hours notice to the University's range officer, be given firearm instruction by one of the firearm instructors and/or an opportunity to qualify. Prior to shooting each course the employee shall designate whether he is shooting for practice and desires instruction from the firearms instructor, or whether he is shooting for qualification.
- 367 7. If an employee is unable to qualify within thirty (30) calendar days of his suspension, a meeting shall be called between the employee's firearm instructor(s); the Director, Campus Police; and the Director of Employee Relations. All facts shall then be reviewed and the Director, Campus Police, shall decide whether the employee in question shall be allowed to continue on suspension, be reassigned to a position where his duties would not require carrying a firearm, or be terminated.
- 368 8. Transfers, suspensions, or terminations as herein provided shall be deemed to be with "proper" and "just cause", and to the extent action taken pursuant hereto shall be deemed in conflict with other provisions of this Agreement the terms of this provision shall control.

#### **ARTICLE XXIX SCOPE OF AGREEMENT**

- 369 A. The University and the Association hereby 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. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the sole and entire existing Agreement between the parties with respect to rates of pay, hours of work, and other conditions of employment and expresses all obligations of, and restrictions imposed upon, the University.
- 370 B. For the term of this Agreement, the University and the Association each voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this

Agreement. It is anticipated, recognized, and agreed that the University shall deal with all matters not expressly and specifically covered herein through the exercise of its management rights and without prior negotiation with the Association.

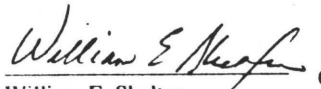
- 371 C. If any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction, from whose final judgement or decree no appeal has been taken within the time provided for doing so, such conflicting provision shall be deemed void and inoperative. All other provisions shall continue in full force and effect. Not later than sixty (60) days after written request by either party hereto, the University and the Association agree to meet for the purpose of rewriting the voided and any other directly affected provisions and those provisions only.

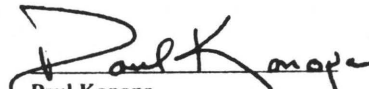
### **ARTICLE XXX DURATION AND AMENDMENT**

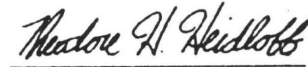
- 372 This Agreement shall supersede and cancel all prior Agreements and shall be in full force and effect from May 21, 1996, until and including June 30, 1998, and shall automatically renew itself from year-to-year thereafter unless either party notifies the other in writing between the one hundred and twentieth (120th) day and the ninetieth (90th) day prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, the University and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.
- 373 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.
- 374 In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives having signed and sealed this Agreement on this 21st day of May 1996.




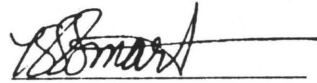
EASTERN MICHIGAN UNIVERSITY POLICE OFFICERS LABOR COUNCIL

  
William E. Shelton  
President  
Police Officers Labor Council

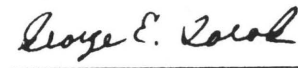
  
Paul Konopa  
Field Representative


  
Theodore H. Heidloff  
Executive Director  
Human Resources

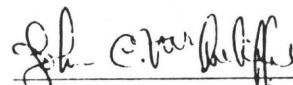
  
Gary Gailliard  
Bargaining Committee  
Representative


  
Kevin J. Smart  
Director, Employee Relations


  
Colleen Newton  
Bargaining Committee  
Representative

  
George E. Torok  
Employee Relations

  
Merritt McComb  
Bargaining Committee  
Representative

  
John McAuliffe  
Public Safety

  
Jeff Mesnick  
Bargaining Committee  
Representative

  
Cindy Hall  
Public Safety

**APPENDIX A**

**POLICE SERGEANTS' SALARY SCHEDULE  
(Effective September 1, 1996)**

		<u>Probationary</u> <u>Rate 0-1 years</u>	<u>Step 1</u> <u>1-2 years</u>	<u>Step 2</u> <u>2-3 years</u>	<u>Step 3</u> <u>3+ years</u>
PSO1	Annual	36,603.00	37,542.00	40,205.00	43,065.00
	Biweekly	1,403.01	1,439.00	1,541.07	1,650.70
	Hourly	17.54	17.99	19.26	20.63
PSO1*	Annual		38,667.00	41,411.00	44,359.00
	Biweekly		1,482.12	1,587.30	1,700.30
	Hourly		18.53	19.84	21.25

Base Pay Unit = Biweekly

Annual Rate = Biweekly Rate x 26.089

Hourly Rate = Biweekly Rate / 80.0

\*Includes educational bonus (3.0% differential) paid after completion of the Probationary Period to CP or PS employees who possess an earned Bachelor's degree from an accredited college or university.

Note: Sergeants wage scale has only one probation rate for 0-12 months.

**APPENDIX B**

**MEMORANDUM OF UNDERSTANDING**  
by and between  
**EASTERN MICHIGAN UNIVERSITY**  
and the  
**EASTERN MICHIGAN UNIVERSITY**  
**SERGEANT'S CHAPTER OF THE POLICE OFFICERS LABOR COUNCIL**

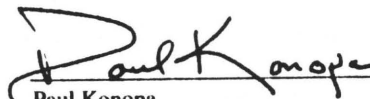
It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Sergeant's Chapter of the Police Officers Labor Council, Michigan Labor Council that the University may, at its discretion, implement a Health Maintenance Organization (HMO) option for bargaining unit members, who may, at their option, select an HMO as an alternative to the current Blue Cross/Blue Shield medical benefits program.

**EASTERN MICHIGAN UNIVERSITY**



Kevin J. Smart, Director  
Employee Relations

**POLICE OFFICERS  
LABOR COUNCIL**



Paul Konopa  
Field Representative  
Police Officers Labor Council

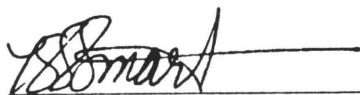
**APPENDIX C**

**MEMORANDUM OF UNDERSTANDING**  
by and between  
**EASTERN MICHIGAN UNIVERSITY**  
and the **EASTERN MICHIGAN UNIVERSITY**  
**SERGEANT'S CHAPTER OF THE POLICE OFFICERS LABOR COUNCIL**

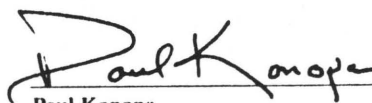
It is hereby understood and agreed between Eastern Michigan University and the Eastern Michigan University Sergeant's Chapter of the Police Officers Labor Council, Michigan Labor Council, that in the event that the University reactivates the Police Officers Labor Councils' Detective position, the Police Officers Labor Council Sergeants' Union shall not question or contest the right of the University to take such action insofar as the University's action is not arbitrarily undertaken for the purpose of deliberately eroding the Bargaining Unit.

**EASTERN MICHIGAN UNIVERSITY**

**POLICE OFFICERS  
LABOR COUNCIL**



Kevin J. Smart, Director  
Employee Relations



Paul Konopa  
Field Representative

